

**EARLY WARNING REPORT**  
**Form 62-103F1**

***Required Disclosure under the Early Warning Requirements***

**Item 1 - Security and Reporting Issuer**

**1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.**

The designation of securities to which this report relates is certain common share purchase warrants ("**Warrants**") of VIQ Solutions Inc. (the "**Company**"), whose head office is located at 5915 Airport Road, Suite 700, Mississauga, Ontario, L4V 1T1.

**1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.**

The transaction that triggered the requirement to file this Report did not occur on a stock exchange or other securities market. Refer to Item 2.2 below.

**Item 2 - Identity of the Acquiror**

**2.1 State the name and address of the acquiror.**

Beedie Investments Ltd. (the "**Lender**")  
Suite 900 - 1111 West Georgia St.  
Vancouver, BC  
V6E 4M3

The Lender is a corporation incorporated under the *Business Corporations Act* (British Columbia), with its head office located at the address above. Its principal business is holding investments.

**2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.**

On June 20, 2024, the Lender acquired beneficial ownership over an aggregate of 2,175,142 Warrants of the Company. Each Warrant is exercisable to purchase one common share of the Company (each, a "**Warrant Share**"). Of the 2,175,142 Warrants acquired, 1,341,019 Warrants have an exercise price of Cdn\$0.2004 per Warrant Share and the remaining 834,123 Warrants have an exercise price of Cdn\$0.2029 per Warrant Share. The Warrants expire on June 19, 2031. The Warrants were issued to the Lender (the "**Warrant Issuance**") following the Company obtaining shareholder approval to increase the number of Warrants issuable to the Lender under the terms of a credit agreement (the "**Credit Agreement**") by and among the Company and Acquiror in order to permit the Lender to receive the number of Warrants that the Lender would have otherwise been entitled to receive in connection with the advances made under the Credit Agreement, but which were not issued because of the original limits set forth in the Credit Agreement.

**2.3 State the names of any joint actors.**

Not applicable.

**Item 3 - Interest in Securities of the Reporting Issuer**

**3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file this report and the change in the acquiror's securityholding percentage in the class of securities.**

See Item 2.2.

**3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file this report.**

The Lender acquired ownership over the securities that triggered the requirement to file this report. See Item 2.2

**3.3 If the transaction involved a securities lending arrangement, state that fact.**

Not applicable.

**3.4 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.**

Immediately prior to the Warrant Issuance, the Acquiror beneficially owned 3,000,000 common shares in the capital of the Company ("**Common Shares**") and 8,589,538 Warrants. If the aforementioned Warrants were converted in full into Common Shares, the Lender, directly or indirectly, would beneficially own or control a total of 11,589,538 Common Shares, representing approximately 19.39% of the issued and outstanding Common Shares immediately prior to Warrant Issuance on a partially diluted basis. Following completion of the Warrant Issuance and assuming the exercise in full of the Warrants acquired, the Lender, directly or indirectly, would beneficially own or control a total of 13,764,680 Common Shares, representing approximately 22.22% of the issued and outstanding Common Shares following the completion of the Warrant Issuance on a partially diluted basis.

**3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.3 over which**

**(a) the acquiror, either alone or together with any joint actors, has ownership and control,**

See Item 3.4.

**(b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and**

Not applicable.

- (c) the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.

Not applicable.

- 3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.**

See Items 2.2 and 3.3.

- 3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.**

Not applicable.

**State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.**

Not applicable.

- 3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.**

Not applicable.

#### **Item 4 - Consideration Paid**

- 4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.**

See Item 3.1 above.

- 4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.**

See Item 3.1 above.

- 4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.**

See Item 3.1 above.

#### **Item 5 - Purpose of the Transaction**

**State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:**

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;**
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;**
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries**
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;**
- (d) a material change in the present capitalization or dividend policy of the reporting issuer;**
- (e) a material change in the reporting issuer's business or corporate structure;**
- (f) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;**
- (g) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;**
- (h) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;**
- (i) a solicitation of proxies from securityholders;**
- (j) an action similar to any of those enumerated above.**

The Lender currently has no plans or intentions that relate to or would result in any of the items listed in terms (a) to (k) above. All of the securities held by the Lender in the Company, including the Common Shares and Warrants, are being held for investment purposes. The Lender may in the future take such actions in respect of its Company securityholdings as it deems appropriate in light of the market circumstances then existing, including the potential purchase of additional shares of the Company through open market purchases or privately negotiated transactions, a corporate transaction, such as a merger, reorganization or liquidation or the sale of all or a portion of such holdings in the open market or in privately negotiated transactions to one or more purchasers, or the Lender may continue to hold its current positions.

#### **Item 6 - Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer**

**Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to**

**securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.**

Not applicable.

**Item 7 - Change in Material Fact**

**If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.**

Not applicable.

**Item 8 - Exemption**

**If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.**

Not applicable.

## **Item 9 - Certification**

**The acquiror must certify that the information in this report is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.**

**This report must be signed by each person on whose behalf the report is filed or his or her authorized representative.**

**It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.**

### **Certificate**

The Lender certifies that the statements made in this report are true and complete in every respect.

Dated this 20<sup>th</sup> day of June, 2024.

**Beedie Investments Ltd.**

By: "Ryan K. Beedie"  
Name: Ryan K. Beedie  
Title: President