

FORM 51-102F3
MATERIAL CHANGE REPORT

Item 1: Name and Address of Company

Clip Money Inc. (“**Clip Money**” or the “**Company**”)
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

Item 2: Date of Material Change

September 21, 2023

Item 3: News Release

The news release with respect to the material change referred to in this report was disseminated by Cision (Canada Newswire) on September 22, 2023. A copy of the news release is available on Clip Money’s profile at www.sedarplus.ca.

Item 4: Summary of Material Change

On September 22, 2023, Clip Money announced the closing of a non-brokered private placement of 28,596,826 common shares (the “**Purchased Shares**”) in the capital of the Company (the “**Common Shares**”) at a price of CDN\$0.23 per Common Share (the “**Equity Price**”) for gross proceeds of approximately US\$4,900,000 (the “**Equity Financing**”). Separately, Clip Money also announced the closing of a non-brokered private placement of secured convertible notes (each a “**Convertible Note**”) of the Company for gross proceeds in the principal amount of US\$6,132,271 (inclusive of US\$1,032,271 subscribed for by an existing arm’s length investor (the “**Secondary Investor**”), as described further below) (the “**Convertible Notes Financing**”, together with the Equity Financing, the “**Financings**”). Cardtronics, Inc. (“**Cardtronics**”), a wholly-owned subsidiary of NCR Corporation (NYSE:NCR), subscribed for the entire Equity Financing and US\$5,100,000 of the Convertible Note Financing, for a combined US\$10,000,000 investment in the Company (CAD\$13,423,000).

Item 5: Full Description of Material Change

On September 22, 2023, Clip Money announced the closing of a non-brokered private placement of 28,596,826 Purchased Shares at the Equity Price for gross proceeds of approximately US\$4,900,000. Separately, Clip Money also announced the closing of a non-brokered private placement of Convertible Notes for gross proceeds in the principal amount of US\$6,132,271 (inclusive of US\$1,032,271 subscribed for by the Secondary Investor, as described further below). Cardtronics, a wholly-owned subsidiary of NCR Corporation (NYSE:NCR), subscribed for the entire Equity Financing and US\$5,100,000 of the Convertible Note Financing, for a combined US\$10,000,000 investment in the Company (CAD\$13,423,000).

Alongside the Financings, the Company and NCR have established a long-term, firmware exclusive, commercial collaboration that will combine Clip Money’s pioneering business cash deposit solution with NCR’s cardless cash deposit APR for ATMs, including access to its retail-based deposit ATM network.

Each Convertible Note issued under the Convertible Notes Financing will be due and payable on the date that is 60 months from the date hereof (the “**Maturity Date**”) and will accrue simple interest at a rate of 8% per annum, payable at the Maturity Date. The Convertible Notes will be convertible into Common Shares at any time, in whole or in part, on or prior to the Maturity Date at the option of the holder, based on the principal amount of the Convertible Notes being converted divided by a conversion price of CDN\$0.26 per Common Share. No accrued interest shall be paid on any part of the Convertible Notes that is converted into Common Shares. The Convertible Notes issued to Cardtronics and the Secondary Investor are secured by a first and second lien security interest, respectively, in all of the assets of the Company.

Upon closing of the Financings, Cardtronics became a Control Person of the Company (as such term is defined in the policies of the TSX Venture Exchange (the “**TSXV**”). In accordance with the policies of the TSXV, the Company obtained disinterested shareholder approval in respect of the creation of a new Control Person by written consent of a majority of the shareholders of the Company. No bonuses, finders’ fees, or commissions were paid by the Company in connection with the Financings.

All securities to be issued in connection with the Equity Financing and the Convertible Notes Financing are subject to a statutory hold period of four months plus a day from the date hereof in accordance with applicable securities legislation in Canada.

The Company intends to use the net proceeds from the Financings for general corporate and working capital purposes, and to repay the entire CDN\$670,505 bridge loan made by certain executives of the Company, plus all accrued interest, that was publicly announced by the Company on August 15, 2023.

Investor Rights Agreement

The Company also entered into an investor rights agreement (the “**Investor Rights Agreement**”) with Cardtronics. The material terms of the Investor Rights Agreement relating to the securities of the Company owned, or controlled or directed, by the Company or issuable to the Company are summarized below.

In the Investor Rights Agreement, the term “**fully-diluted basis**” means a calculation of the Company’s percentage ownership of the outstanding Common Shares assuming the conversion in full of the Note into the number of Common Shares into which it is then convertible and the issuance in full of any Common Shares then issuable upon exercise, conversion or exchange of all outstanding options, warrants or other securities or rights convertible into, or exercisable or exchangeable for, any Common Shares.

Board Nomination and Observer Rights

Pursuant to the terms of the Investor Rights Agreement, the Company has been granted a right to, subject to certain conditions, including applicable securities laws and stock exchange requirements, designate one nominee (the “**Nominee**”) to serve as a member of the board of directors of the Issuer (the “**Board**”) at the first meeting of the shareholders of the Issuer held after the Closing Date (the “**Board**

Nomination Right”) and, until such time, such Nominee shall serve as an observer of the Board (the “**Board Observer Right**”). At the Issuer’s sole discretion and after the Company ceases to own, control or direct, directly or indirectly, at least 10% of the outstanding Common Shares (on a fully-diluted basis), and the Issuer has confirmed such with the Company, the Issuer may provide written notice to the Company of the termination of the Board Nomination Right and the Board Observer Right and the related obligations of the Issuer.

Voting of Securities

For so long as the Company has a Nominee on the Board, the Company shall be required to, in respect of any meeting of the shareholders of the Issuer:

- a) vote in favour of each Nominee that is unanimously nominated by the Board;
- b) vote against any shareholder nomination for directors that are not unanimously approved by the Board;
- c) vote against any proposal or resolution to remove any member of the Board; and
- d) vote in accordance with the unanimous recommendations of the Board on matters presented at each annual meeting of shareholders relating to (i) the appointment of the Issuer’s auditors, (ii) the ratification of any amendment to the Issuer’s constating documents, so long as such amendment would not have an adverse effect on the Company, and (iii) normal course amendments to the Issuer’s omnibus equity incentive plan.

Pre-Emptive Rights

Pursuant to the Investor Rights Agreement, subject to certain defined exceptions and the Company owning, controlling or directing, directly or indirectly, at least 10% of the outstanding Common Shares (on a fully-diluted basis), no equity securities or securities convertible into or exchangeable or redeemable for equity securities or an option or other right to acquire any such securities of the Issuer (collectively, “**Pre-emptive Right Securities**”) will be issued, distributed or offered by the Issuer and no option or other right for the acquisition of or subscription for any Pre-emptive Right Securities will be granted at any time after the Closing Date other than to the Company and except upon compliance with the following provisions.

If the Issuer proposes to issue, distribute or offer any Pre-emptive Right Securities other than to a subsidiary, the Company shall have the right, but not the obligation, to invest an amount (in the aggregate across all such offerings) up to, but not greater than, the number or amount of the Pre-emptive Right Securities to be issued multiplied by the Company’s percentage ownership of the outstanding Common Shares (on a fully-diluted basis) at the time of such offering of Pre-emptive Right Securities, on the same terms and at the same price as the Issuer offers to the other investors in such offering of Pre-emptive Right Securities.

Right to Match

Subject to the Company owning, controlling or directing, directly or indirectly, at least 10% of the outstanding Common Shares (on a fully-diluted basis), the Issuer may not complete any (a) merger, consolidation, tender offer or other transaction to acquire 50% or more of the outstanding Common Shares or (ii) sale, transfer or other disposition, in a single or series of related transactions, by the Issuer or any

subsidiary of the Issuer of all or substantially all of the assets of the Issuer and its subsidiaries taken as a whole (“**Acquisition Transaction**”) without first providing the Company with a right to match any written offer, indication of interest or other proposal from any third party relating to any proposed or potential Acquisition Transaction in accordance with certain procedures. If the Company does not exercise its right to match, then the Company must vote any Common Shares it holds in favor of the applicable Acquisition Transaction that is supported by a majority of the Board. For greater clarity, a transaction will be deemed to be supported by the Board even if it is not supported by the Company’s Nominee.

Protective Provisions

As long as the Company owns, controls, directs, whether directly or indirectly, at least 10% of the outstanding Common Shares (on a fully-diluted basis), the Issuer shall not take certain actions, either directly or by amendment, merger, consolidation or otherwise, without the prior written consent of the Company (such consent not to be unreasonably withheld), including but not limited to (a) the amendment, alteration or repeal of any provision of the Issuer’s organizational documents in a manner adverse to the Company, (b) the creation, authorization of the creation or issuance of any other security convertible into or exercisable for any equity security having rights, preferences or privileges senior the Common Shares, (c) the purchasing or redemption or payment of any dividend on any capital stock prior to the conversion of the Note, other than in connection with a normal course issuer bid, (d) the creation of any debt security ranking in preference to the Note other than as contemplated in the Note, (e) increase or decrease the size of the Board (subject to certain exceptions), among other matters.

Standstill

For a period commencing on the Closing Date and ending 24 months after the Closing Date (the “**Standstill Period**”), the Company has agreed that it shall not, and shall not cause or permit any of its affiliates to, directly or indirectly, alone or acting jointly or in concert with any other person to:

- a) acquire or agree to acquire or make any proposal or offer to acquire, directly or indirectly in any manner, any Common Shares (or any securities convertible, exercisable or exchangeable into Common Shares), other than the acquisition of Common Shares or other securities from the Issuer including upon conversion of the Note in accordance with its terms or pursuant to article 3 of the Investor Rights Agreement;
- b) commence a take-over bid for any securities of the Issuer;
- c) effect, seek, offer or propose any take-over bid, amalgamation, merger, arrangement, business combination, re-organization, restructuring, liquidation by or with respect to the Issuer or disposition of a material portion of the consolidated assets of the Issuer (“**Extraordinary Transaction**”);
- d) request requisition or call a special meeting of shareholders of the Issuer;
- e) seek to obtain representation on the Board other than pursuant to the Investor Rights Agreement;
- f) engage in short sales of any of the Issuer’s securities; or
- g) advise, assist or knowingly encourage any other person to engage in any of the activities from which the Company is restricted.

The above restrictions do not (i) apply to any action taken by the Company in accordance with, or affect any of the Company's right to match or (ii) prohibit the Company from making a confidential, unsolicited proposal for an Extraordinary Transaction to the Board.

Prohibition on Acquisition of Control

Upon expiry of the Standstill Period and for a period of three years thereafter (the “**Control Restriction Period**”), the Company is not permitted to acquire or agree to acquire or make any proposal or offer to acquire, directly or indirectly in any manner, any Common Shares (or any securities convertible, exercisable or exchangeable into Shares), if the acquisition of such securities would result in the Company holding greater than 49% of the outstanding Common Shares of the Issuer on a non-diluted basis. These restrictions do not apply to any action taken by the Company in accordance with, or affect any of the Company's pre-emptive rights or rights to match set forth in the Investor Rights Agreement.

Lock-Up

For a period commencing on the Closing Date and ending 24 months after the Closing Date (the “**Lock-Up Period**”), the Company has agreed that it shall not, directly or indirectly, offer, sell, contract to offer or sell, transfer, assign, grant or sell any option or warrant to purchase, lend, hypothecate, secure, pledge or otherwise transfer or dispose of any of the Purchased Shares or the Note (including any Common Shares issuable on conversion of the Note) whether now owned or later acquired, owned directly, indirectly, or beneficially by it or under its control or direction for the duration of the Lock-Up Period (whether through the facilities of a stock exchange, by private placement or otherwise).

The foregoing is a summary of the provisions of the Investor Rights Agreement only and is qualified in its entirety by the full text of such agreement. The Investor Rights Agreement will be made available on the Issuer's profile on SEDAR+ at www.sedarplus.ca.

Item 6: Reliance on subsection 7.1(2) of National Instrument 51-102

Not applicable.

Item 7: Omitted Information

Not applicable.

Item 8: Executive Officer

For further information please contact:

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Chief Executive Officer
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Item 9: Date of Report

September 22, 2023