SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

NUVEI CORPORATION
(Name of Issuer)

Subordinate Voting Shares, no par value
(Title of Class of Securities)

67079A102
(CUSIP Number)

Novacap Management Inc. 3400 rue de l'Éclipse, Suite 700 Brossard, Québec, J4Z 0P3, Canada Attention:Chief Legal Officer (450) 651-5000	Caisse de dépôt et placement du Québec 1000, place Jean-Paul-Riopelle Montréal, Québec H2Z 2B3 Attention: Soulef Hadjoudj (514) 847-5998	Philip Fayer 900-1100 René-Lévesque Boulevard West Montreal, Québec H3B 4N4 (310) 654-4212	Whiskey Papa Fox Inc. 345 Victoria Avenue, Suite 510 Westmount Québec H3Z 2N1 Attention: Philip Fayer (310) 654-4212
With a copy to: Willkie Farr & Gallagher LLP 787 Seventh Avenue New York, NY 10019-6099 Attention: Russell Leaf, Esq. Jared Fertman, Esq. (212) 728-8000	*With a copy to:* Mayer Brown LLP 1221 6th Ave New York, NY 10020 Attention: Anna Pinedo Esq. Jerry Marlatt, Esq. (212) 506-2500	*With a copy to:* Osler, Hoskin & Harcourt LLP 20-1325 Avenue of the Americas New York, NY 10019 Attention: Raphael Amram Esq. / Rob Lando Esq. (212) 991-2504	*With a copy to:* Osler, Hoskin & Harcourt LLP 20-1325 Avenue of the Americas New York, NY 10019 Attention: Raphael Amram Esq. / Rob Lando Esq. (212) 991-2504

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

April 1, 2024
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box: ☐

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

1.	**NAME OF REPORTING PERSON:** NOVACAP MANAGEMENT INC.		
2.	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☐ (b) ☒		
3.	**SEC USE ONLY**		
4.	**SOURCE OF FUNDS** OO		
5.	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):** ☐		
6.	**CITIZENSHIP OR PLACE OF ORGANIZATION** Canada		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7.	**SOLE VOTING POWER** 30,555,132[1]
		8.	**SHARED VOTING POWER** 0
		9.	**SOLE DISPOSITIVE POWER** 30,555,132
		10.	**SHARED DISPOSITIVE POWER** 0
11.	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 30,555,132		
12.	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☒		
13.	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 21.8%[2]		
14.	**TYPE OF REPORTING PERSON** CO		

[1] Represents 30,555,132 Multiple Voting Shares (as defined below) which are currently convertible into an equal number of Subordinate Voting Shares (as defined below). Does not include Shares (as defined below) that the Reporting Person disclaims beneficial ownership pursuant to Rule 13d-4. See the Introductory Note and Item 5 below.

[2] Based on 63,617,374 Subordinate Voting Shares outstanding as of close of business on March 31, 2024 and assumes conversion of all outstanding Multiple Voting Shares into Subordinate Voting Shares. See Item 5 below.

1.	**NAME OF REPORTING PERSON:** Caisse de dépôt et placement du Québec		
2.	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☐ (b) ☒		
3.	**SEC USE ONLY**		
4.	**SOURCE OF FUNDS** OO		
5.	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):** ☐		
6.	**CITIZENSHIP OR PLACE OF ORGANIZATION** Canada		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	**SOLE VOTING POWER** 17,652,159[3]	
	8.	**SHARED VOTING POWER** 0	
	9.	**SOLE DISPOSITIVE POWER** 17,652,159	
	10.	**SHARED DISPOSITIVE POWER** 0	
11.	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 17,652,159		
12.	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☒		
13.	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 12.6%[4]		
14.	**TYPE OF REPORTING PERSON** OO		

[3] Represents 17,652,159 Multiple Voting Shares which are currently convertible into an equal number of Subordinate Voting Shares. Does not include Shares (as defined below) that the Reporting Person disclaims beneficial ownership pursuant to Rule 13d-4. See the Introductory Note and Item 5 below.

[4] Based on 63,617,374 Subordinate Voting Shares outstanding as of close of business on March 31, 2024 and assumes conversion of all outstanding Multiple Voting Shares into Subordinate Voting Shares. See Item 5 below.

1.	**NAME OF REPORTING PERSON:** Whiskey Papa Fox Inc.		
2.	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☐ (b) ☒		
3.	**SEC USE ONLY**		
4.	**SOURCE OF FUNDS** OO		
5.	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):** ☐		
6.	**CITIZENSHIP OR PLACE OF ORGANIZATION** Canada		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		**7.**	**SOLE VOTING POWER** 27,857,328[5]
		8.	**SHARED VOTING POWER** 0
		9.	**SOLE DISPOSITIVE POWER** 27,857,328
		10.	**SHARED DISPOSITIVE POWER** 0
11.	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 27,857,328		
12.	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☒		
13.	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 19.9%[6]		
14.	**TYPE OF REPORTING PERSON** CO		

[5] Represents 27,857,328 Multiple Voting Shares which are currently convertible into an equal number of Subordinate Voting Shares. Does not include Shares (as defined below) that the Reporting Person disclaims beneficial ownership pursuant to Rule 13d-4. See the Introductory Note and Item 5 below.

[6] Based on 63,617,374 Subordinate Voting Shares outstanding as of close of business on March 31, 2024 and assumes conversion of all outstanding Multiple Voting Shares into Subordinate Voting Shares. See Item 5 below.

1.	**NAME OF REPORTING PERSON:** Philip Fayer		
2.	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☐ (b) ☒		
3.	**SEC USE ONLY**		
4.	**SOURCE OF FUNDS** OO		
5.	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):** ☐		
6.	**CITIZENSHIP OR PLACE OF ORGANIZATION** Canada		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7.	**SOLE VOTING POWER** 28,231,319[7]
		8.	**SHARED VOTING POWER** 0
		9.	**SOLE DISPOSITIVE POWER** 28,231,319
		10.	**SHARED DISPOSITIVE POWER** 0
11.	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 28,231,319		
12.	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☒		
13.	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 20.2%[8]		
14.	**TYPE OF REPORTING PERSON** IN		

[7] Represents 27,857,328 Multiple Voting Shares held by Whiskey Papa Fox Inc. and beneficially owned by Philip Fayer which are currently convertible into an equal number of Subordinate Voting Shares, 124,986 Subordinate Voting Shares held by Philip Fayer, 110,069 restricted stock units of the Issuer granted to Philip Fayer that vested and were converted into Subordinate Voting Shares and 138,936 Subordinate Voting Shares that Philip Fayer has the right to acquire within 60 days after March 31, 2024 upon the exercise of stock options held by Philip Fayer. Does not include Shares (as defined below) that the Reporting Person disclaims beneficial ownership pursuant to Rule 13d-4. See the Introductory Note and Item 5 below.

[8] Based on 63,617,374 Subordinate Voting Shares outstanding as of close of business on March 31, 2024 and assumes conversion of all outstanding Multiple Voting Shares into Subordinate Voting Shares. See Item 5 below.

INTRODUCTORY NOTE

This statement on Schedule 13D (the "**Schedule 13D**") is being filed jointly by Novacap Management Inc. ("**Novacap**"), Caisse de dépôt et placement du Québec ("**CDPQ**"), Whiskey Papa Fox Inc. ("**WPFI**") and Philip Fayer ("**Mr. Fayer**") (together the "**Reporting Persons**" and each a "**Reporting Person**") pursuant to Rule 13d-1(k) promulgated by the Securities and Exchange Commission ("**SEC**") under Section 13 of the Exchange Act (as defined below), which filing constitutes the initial statement on Schedule 13D and is being filed by the Reporting Persons to the extent they may be deemed to constitute a "group" for purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), by virtue of the matters described in Item 4 below.

Each of the Reporting Persons expressly disclaims the formation of a "group" for purposes of Section 13(d)(3) of the Exchange Act and also expressly disclaims beneficial ownership of any Multiple Voting Shares or Subordinate Voting Shares of any person other than its respective affiliates. The filing of this Schedule 13D shall not be construed as an admission that a Reporting Person has formed any such "group" or beneficially owns those securities held by any other Reporting Person.

Information with respect to each of the Reporting Persons is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of the information concerning the other Reporting Persons, except as otherwise provided in Rule 13d-1(k).

ITEM 1. SECURITIES AND ISSUER

This Schedule 13D relates to the subordinate voting shares (the "**Subordinate Voting Shares**") and multiple voting shares (the "**Multiple Voting Shares**" and, together with the Subordinate Voting Shares, the "**Shares**") of Nuvei Corporation (the "**Issuer**"). The Issuer's principal executive offices are located at 1100 René-Lévesque Boulevard West, Suite 900, Montreal, Québec, Canada H3B 4N4.

ITEM 2. IDENTITY AND BACKGROUND

(a)-(c)

The Reporting Persons consist of:

Novacap is a company incorporated under the laws of Canada. The principal business address of Novacap is 3400 rue de l'Éclipse, Suite 700, Brossard, Québec, J4Z 0P3, Canada. The principal business of Novacap is to act, directly or indirectly, as the investment manager or general partner (or in a similar capacity) of investment funds that make private equity and related investments. Novacap is the general partner of each of the Novacap Funds (as hereinafter defined), which are the direct or indirect owners of the Multiple Voting Shares (and Subordinate Voting Shares issuable upon conversion thereof) reported herein and, as such, has sole voting power over all of the Multiple Voting Shares (and Subordinate Voting Shares issuable upon conversion thereof) held directly or indirectly by the Novacap Funds. The name, residence or business address and principal occupation or employment of each director and executive officer of Novacap and each director and executive officer of the controlling person of Novacap are available in Schedule A to this Schedule 13D.

CDPQ is a legal person without share capital created by a special act of the Legislature of the Province of Québec. The address of CDPQ is 1000, place Jean-Paul-Riopelle, Montréal, Québec, H2Z 2B3. The principal business of CDPQ is to receive on deposit and manage funds deposited by agencies and instrumentalities of the Province of Québec. On October 28, 2021, CDP Investissements Inc. ("**CDPI**" and together with CDPQ, the "**CDPQ Group**"), a corporation incorporated under the laws of the Province of Quebec and a wholly owned subsidiary of CDPQ, transferred 17,652,159 Multiple Voting Shares to CDPQ, which represented all Shares owned by CDPI. As such, CDPQ is the direct owner of the Multiple Voting Shares (and Subordinate Voting Shares issuable upon conversion thereof) reported herein and, as such, has sole voting power over all of the Multiple Voting Shares held by CDPQ. The name, residence or business address and principal occupation or employment of each director, executive officer and controlling person of CDPQ are available in Schedule B to this Schedule 13D.

WPFI is a company incorporated under the laws of Canada. The principal business address of WPFI is 345 Victoria Avenue, Suite 510 Westmount, Québec H3Z 2N1. WPFI is a holding company controlled by Mr. Fayer, who is the direct or indirect owner of the Multiple Voting Shares (and Subordinate Voting Shares issuable

upon conversion thereof) reported herein and, as such, has sole voting power over all of the Multiple Voting Shares (and Subordinate Voting Shares issuable upon conversion thereof) held directly or indirectly by WPFI. The name, residence or business address and principal occupation or employment of each director, executive officer and controlling person of WPFI are available in Schedule C to this Schedule 13D.

Philip Fayer is a natural person whose principal business office is located at 1100 René-Lévesque Boulevard West, Suite 900 Montreal, Quebec H3B 4N4. Mr. Fayer controls WPFI and, as such, has sole voting power over all of the Multiple Voting Shares (and Subordinate Voting Shares issuable upon conversion thereof) held directly or indirectly by himself and by WPFI.

(d)

During the last five years, neither Novacap nor, to the knowledge of Novacap, any person listed on Schedule A hereto, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

During the last five years, neither CDPQ nor, to the knowledge of CDPQ, any person listed on Schedule B hereto, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

During the last five years, neither WPFI and Mr. Fayer nor, to the knowledge of WPFI and Mr. Fayer, any person listed on Schedule C hereto, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e)

During the last five years, neither Novacap nor, to the knowledge of Novacap, any person listed on Schedule A hereto, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

During the last five years, neither CDPQ nor, to the knowledge of CDPQ, any person listed on Schedule B hereto, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

During the last five years, neither WPFI and Mr. Fayer nor, to the knowledge of WPFI and Mr. Fayer, any person listed on Schedule C hereto, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f)

The citizenship of the natural persons who are executive officers or directors of Novacap or executive officers or directors of the controlling person of Novacap is set forth in Schedule A.

The citizenship of the natural persons who are officers, directors or controlling persons of CDPQ is set forth in Schedule B.

The citizenship of the natural persons who are officers, directors or controlling persons of WPFI and Mr. Fayer is set forth in Schedule C.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The information set forth in Items 4 and 5 of this Schedule 13D is incorporated herein by reference.

This Schedule 13D is being filed by the Reporting Persons because, under the facts and circumstances described in Items 4 and 5 of this Schedule 13D, the Reporting Persons may be deemed to be a "group" within the meaning of Section 13(d)(3) of the Exchange Act.

Each Reporting Person which may be deemed to be a member of the newly formed group acquired all of the Shares reported herein in the past in the ordinary course of its business for its own investment purposes. Each such acquisition was made independently and without any agreement, arrangement or understanding among the Reporting Persons. This filing is not being made as a result of any particular acquisition or dispositions of Shares by the Reporting Persons. Consequently, no further information is provided in response to this Item 3, as all prior acquisitions are not material to the formation or activities of the group that may be deemed to have been formed as a result of the information set forth in Items 4 and 5 of this Schedule 13D.

ITEM 4. PURPOSE OF TRANSACTION

Except for the Subordinate Voting Shares acquired by Mr. Fayer upon the exercise of stock options or settlement of stock units granted to him from time to time, the Reporting Persons acquired their entire ownership position in the Issuer prior to its public listing on the Nasdaq Global Select Market in October 2021. In connection with such public listing, on October 4, 2021, the Reporting Persons entered into an amended and restated investor rights agreement with the Issuer and the other parties named therein (as amended, the "**Investor Rights Agreement**"). Pursuant to the terms of the Investor Rights Agreement, (a) (i) the Novacap Funds (as defined below) are entitled to, among other things, designate two members of the board of directors of the Issuer, subject to certain ownership requirements set forth therein, (ii) the CDPQ Group is entitled to, among other things, designate one member of the board of directors of the Issuer, subject to certain ownership requirements set forth therein and (iii) WPFI is entitled to, among other things, designate two members of the board of directors of the Issuer, subject to certain ownership requirements set forth therein, and (b) the Reporting Persons are entitled to, among other things, certain demand and "piggy back" registration rights which, among other things, allow affiliates of the Reporting Persons to (i) require the Issuer to qualify by prospectus in Canada all or any portion of the shares held by them for a distribution to the public and to file with the SEC a U.S. registration statement, and (ii) include their shares in certain public offerings undertaken by the Issuer, in each case subject to the terms set forth therein. The foregoing description of the Investor Rights Agreement is qualified in its entirety by reference to the full text of the Investor Rights Agreement, a copy of which is filed herewith as Exhibit 99.1 hereto.

In addition, on September 22, 2020, the Issuer entered into a Coattail Agreement (the "**Coattail Agreement**") with the holders of Multiple Voting Shares and Subordinate Voting Shares, including the Reporting Persons, containing provisions customary for a dual class, Toronto Stock Exchange listed corporation designed to prevent transactions that otherwise would deprive the holders of Multiple Voting Shares and Subordinate Voting Shares of rights under certain take-over bid provisions of applicable Canadian securities legislation. The foregoing description of the Coattail Agreement is qualified in its entirety by reference to the full text of the Coattail Agreement, a copy of which is filed herewith as Exhibit 99.2 hereto.

On April 1, 2024, the Issuer and the other party named therein entered into that certain Arrangement Agreement (the "**Arrangement Agreement**") pursuant to which, among other things, through a statutory plan of arrangement (the "**Plan of Arrangement**") under the *Canada Business Corporations Act*, the purchaser thereunder (the "**Purchaser**") will acquire all of the issued and outstanding Subordinate Voting Shares and Multiple Voting Shares that are not Rollover Shares (as defined therein) for a price of US$34.00 per share in cash (the "**Per Share Price**"), which will be paid upon the closing of the transactions contemplated thereby. The foregoing

description of the Arrangement Agreement is qualified in its entirety by reference to the full text of the Arrangement Agreement, a copy of which is filed herewith as Exhibit 99.3 hereto.

Concurrently with the execution of the Arrangement Agreement, the Novacap Funds entered into that certain Support and Voting Agreement, dated as of April 1, 2024 (the "**Novacap Voting Agreement**"). Pursuant to and subject to the terms set forth in the Novacap Voting Agreement, the Novacap Funds (or any affiliate thereof that may become a party thereto) have agreed, to, among other things, (a) cause the Subject Securities thereof to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) such Subject Securities in favour of the approval of the Arrangement Resolution and the Transactions and against any proposed action or agreement which would reasonably be expected to adversely affect, prevent or materially delay with the completion of the Transactions, (b) cause such Subject Securities to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities against any proposed action by the Issuer or any other Person in respect of any Acquisition Proposal (other than the Transactions) and any proposed action or agreement which would reasonably be expected to adversely affect, prevent or materially delay the completion of the Transactions, and (c) not, directly or indirectly, (i) Transfer or enter into any agreement, option or other arrangement (including any profit sharing arrangement, forward sale or other monetization arrangement) with respect to the Transfer of any of such Subject Securities to any Person, other than as expressly permitted thereby, including pursuant to the Arrangement Agreement or the Rollover Agreement, (ii) grant any proxies, voting instructions or power of attorney, deposit any of such Subject Securities into any voting trust or pooling arrangement, or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to such Subject Securities, other than pursuant to the Novacap Voting Agreement and any amendment thereto, (iii) convert any Multiple Voting Shares into Subordinate Voting Shares or (iv) agree to take any of the actions described in the immediately preceding clauses (i) to (iii). The Novacap Voting Agreement may be terminated under the circumstances set forth therein, including on the date the Arrangement Agreement has been terminated in accordance with its terms. Capitalized terms used in this paragraph that are not otherwise defined in this Schedule 13D shall have the meanings set forth in the Novacap Voting Agreement. The foregoing description of the Novacap Voting Agreement is qualified in its entirety by reference to the full text of the Novacap Voting Agreement, a copy of which is attached as Exhibit 99.4 hereto.

Concurrently with the execution of the Arrangement Agreement, CDPQ entered into that certain Support and Voting Agreement, dated as of April 1, 2024 (the "**CDPQ Voting Agreement**"). Pursuant to and subject to the terms set forth in the CDPQ Voting Agreement, CDPQ has agreed, to, among other things, (a) cause the Subject Securities thereof to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) such Subject Securities in favour of the approval of the Arrangement Resolution and the Transactions and against any proposed action or agreement which would reasonably be expected to adversely affect, prevent or materially delay with the completion of the Transactions, (b) cause such Subject Securities to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities against any proposed action by the Issuer or any other Person in respect of any Acquisition Proposal (other than the Transactions) and any proposed action or agreement which would reasonably be expected to adversely affect, prevent or materially delay the completion of the Transactions, and (c) not, directly or indirectly, (i) Transfer or enter into any agreement, option or other arrangement (including any profit sharing arrangement, forward sale or other monetization arrangement) with respect to the Transfer of any of such Subject Securities to any Person, other than as expressly permitted thereby, including pursuant to the Arrangement Agreement or the Rollover Agreement, (ii) grant any proxies, voting instructions or power of attorney, deposit any of such Subject Securities into any voting trust or pooling arrangement, or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to such Subject Securities, other than pursuant to the CDPQ Voting Agreement and any amendment thereto, (iii) convert any Multiple Voting Shares into Subordinate Voting Shares or (iv) agree to take any of the actions described in the immediately preceding clauses (i) to (iii). The CDPQ Voting Agreement may be terminated under the circumstances set forth therein, including on the date the Arrangement Agreement has been terminated in accordance with its terms. Capitalized terms used in this paragraph that are not otherwise defined in this Schedule 13D shall have the meanings set forth in the CDPQ Voting Agreement. The foregoing description of the CDPQ Voting Agreement is qualified in its entirety by reference to the full text of the CDPQ Voting Agreement, a copy of the English translation of which is attached as Exhibit 99.5 hereto.

Concurrently with the execution of the Arrangement Agreement, WPFI and Mr. Fayer entered into that certain Support and Voting Agreement, dated as of April 1, 2024 (the "**WPFI Voting Agreement**" and together with the Novacap Voting Agreement and CDPQ Voting Agreement, the "**Voting Agreements**"). Pursuant to and subject to the terms set forth in the WPFI Voting Agreement, WPFI and Mr. Fayer have agreed, to, among other things, (a) cause the Subject Securities thereof to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) such Subject Securities in favour of the approval of the Arrangement Resolution and the Transactions and against any proposed action or agreement which would reasonably be expected to adversely affect, prevent or materially delay with the completion of the Transactions, (b) cause such Subject Securities to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities against any proposed action by the Issuer or any other Person in respect of any Acquisition Proposal (other than the Transactions) and any proposed action or agreement which would reasonably be expected to adversely affect, prevent or materially delay the completion of the Transactions, and (c) not, directly or indirectly, (i) Transfer or enter into any agreement, option or other arrangement (including any profit sharing arrangement, forward sale or other monetization arrangement) with respect to the Transfer of any of such Subject Securities to any Person, other than as expressly permitted thereby, including pursuant to the Arrangement Agreement or the Rollover Agreement, (ii) grant any proxies, voting instructions or power of attorney, deposit any of such Subject Securities into any voting trust or pooling arrangement, or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to such Subject Securities, other than pursuant to the WPFI Voting Agreement and any amendment thereto, (iii) convert any Multiple Voting Shares into Subordinate Voting Shares or (iv) agree to take any of the actions described in the immediately preceding clauses (i) to (iii). The WPFI Voting Agreement may be terminated under the circumstances set forth therein, including on the date the Arrangement Agreement has been terminated in accordance with its terms. Capitalized terms used in this paragraph that are not otherwise defined in this Schedule 13D shall have the meanings set forth in the WPFI Voting Agreement. The foregoing description of the WPFI Voting Agreement is qualified in its entirety by reference to the full text of the WPFI Voting Agreement, a copy of which is attached as Exhibit 99.6 hereto.

In addition, in connection with the execution of the Arrangement Agreement, the Novacap Funds entered into that certain Share Transfer Agreement, dated as of April 1, 2024 (the "**Novacap Rollover Agreement**"). Pursuant to the Novacap Rollover Agreement, the Novacap Funds (or any affiliate thereof that may become a party thereto) have agreed to, among other things, sell to the Purchaser all of the Shares held by the Novacap Funds in exchange for a combination of cash consideration based on the Per Share Price and shares of capital stock of the Purchaser or an affiliate thereof. Pursuant to the terms of the Novacap Rollover Agreement, upon the closing of the Transactions contemplated by the Arrangement Agreement, the Novacap Funds (or such affiliate) have agreed to "roll over" approximately 65% of their Shares and are expected to receive in aggregate approximately $363 million in cash net proceeds for the Shares sold upon the closing[9]. The Novacap Rollover Agreement automatically terminates upon the termination of the Arrangement Agreement. Capitalized terms used in this paragraph that are not otherwise defined in this Schedule 13D shall have the meanings set forth in the Novacap Rollover Agreement. The foregoing description of the Novacap Rollover Agreement is qualified in its entirety by reference to the full text of the Novacap Rollover Agreement, a copy of which is attached as Exhibit 99.7 hereto.

In addition, in connection with the execution of the Arrangement Agreement, CDPQ entered into that certain Share Transfer Agreement, dated as of April 1, 2024 (the "**CDPQ Rollover Agreement**"). Pursuant to the CDPQ Rollover Agreement, CDPQ has agreed to, among other things, sell to the Purchaser all of the Shares held by CDPQ in exchange for a combination of cash consideration based on the Per Share Price and shares of capital stock of the Purchaser or an affiliate thereof. Pursuant to the terms of the CDPQ Rollover Agreement, upon the closing of the Transactions contemplated by the Arrangement Agreement, CDPQ has agreed to "roll over" approximately 75% of its Shares and is expected to receive in aggregate approximately $150 million in cash for its Shares sold upon the closing[10]. The CDPQ Rollover Agreement automatically terminates upon the termination of the Arrangement Agreement. Capitalized terms used in this paragraph that are not otherwise defined in this Schedule 13D shall have the meanings set forth in the CDPQ Rollover Agreement. The foregoing description of the CDPQ Rollover Agreement is qualified in its entirety by reference to the full text of the CDPQ Rollover Agreement, a copy of which is attached as Exhibit 99.8 hereto.

In addition, in connection with the execution of the Arrangement Agreement, WPFI and Mr. Fayer entered into that certain Share Transfer and Incentive Award Exchange Agreement, dated as of April 1, 2024 (the "**WPFI Rollover Agreement**" and together with the Novacap Rollover Agreement and the CDPQ Rollover Agreement, the

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[9] Percentages and amounts of expected cash proceeds are based on current assumed cash position and are subject to change as a result of cash generated before closing.

[10] Percentages and amounts of expected cash proceeds are based on current assumed cash position and are subject to change as a result of cash generated before closing.

“**Rollover Agreements**”). Pursuant to the WPFI Rollover Agreement, WPFI and Mr. Fayer have agreed to, among other things, sell to the Purchaser all of the Shares held by WPFI and Mr. Fayer in exchange for a combination of cash consideration based on the Per Share Price and shares of capital stock of the Purchaser or an affiliate thereof. Pursuant to the terms of the WPFI Rollover Agreement, upon the closing of the Transactions contemplated by the Arrangement Agreement, WPFI and Mr. Fayer have agreed to “roll over” approximately 95% of their Shares and are expected to receive in aggregate approximately $50 million in cash for their Shares sold upon the closing[11]. Pursuant to the WPFI Rollover Agreement, (i) the portion of each outstanding and unexercised Unvested Option registered in the name of and/or held by Mr. Fayer that is unvested immediately prior to the closing of the Transactions contemplated by the Arrangement Agreement will, pursuant to the Plan of Arrangement, be, and will be deemed to be, disposed of in exchange for an option granted by Parent to purchase from Parent a certain number of Parent Non-Voting Shares, (ii) each outstanding PSU (whether vested or unvested) registered in the name of and/or held by Mr. Fayer immediately prior to the closing of the Transactions contemplated by the Arrangement Agreement will be immediately cancelled for no consideration and (iii) for each outstanding RSU (vested and unvested) registered in the name of and/or held by Mr. Fayer immediately prior to the closing of the Transactions contemplated by the Arrangement Agreement, Parent will be substituted for the Issuer and henceforth hold all of the Issuer’s rights and be responsible for all of the Issuer’s obligations under each such RSU and each such RSU will cease to represent an interest in Subordinate Voting Shares and will instead represent an interest in a certain number of Parent Non-Voting Shares. Capitalized terms used in this paragraph that are not otherwise defined in this Schedule 13D shall have the meanings set forth in the WPFI Rollover Agreement. The WPFI Rollover Agreement automatically terminates upon the termination of the Arrangement Agreement. The foregoing description of the WPFI Rollover Agreement is qualified in its entirety by reference to the full text of the WPFI Rollover Agreement, a copy of which is attached as Exhibit 99.9 hereto.

Following completion of the Transactions contemplated by the Arrangement Agreement, it is expected that the Subordinate Voting Shares will be delisted from each of the Toronto Stock Exchange and the Nasdaq Global Select Market and that the Issuer will cease to be a reporting issuer in all applicable Canadian jurisdictions and will deregister the Subordinate Voting Shares with the SEC.

The information set forth in Items 3, 5 and 6 is incorporated herein by reference in its entirety.

Except as described above, the Reporting Persons have no plans or proposals which relate to or would result in any of the actions specified in paragraphs (a) through (j) of Item 4 of Schedule 13D. Subject to the terms of the Arrangement Agreement, Voting Agreements, Rollover Agreements and other agreements described or referred to herein, the Reporting Persons may, at any time and from time to time, formulate other purposes, plans or proposals regarding the Issuer, or any other actions that could involve one or more of the types of transactions or have one or more of the results described in paragraphs (a) through (j) of Item 4 of Schedule 13D.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a)-(b) The aggregate number and percentage of the Multiple Voting Shares (and Subordinate Voting Shares) beneficially owned by the Reporting Persons and the number of Multiple Voting Shares (and Subordinate Voting Shares) as to which the Reporting Persons have sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or to direct the disposition are set forth on rows 7 through 11 and row 13 of the cover pages of this Schedule 13D and are incorporated herein by reference. As set forth in Item 2 hereof, Novacap is the general partner of certain investment funds and vehicles (the “**Novacap Funds**”) and WPFI is a holding company controlled by Mr. Fayer. As such, Novacap has sole voting power over 30,555,132 Multiple Voting Shares held by the Novacap Funds, CDPQ has sole voting power over 17,652,159 Multiple Voting Shares held by the CDPQ and Mr. Fayer has sole voting power over 27,857,328 Multiple Voting Shares held by WPFI and 373,991 Subordinate Voting Shares held by Mr. Fayer. The Multiple Voting Shares have ten votes per share, and the Subordinate Voting Shares have one vote per share. Each outstanding Multiple Voting Share may at any time, at the option of the holder, be converted into one Subordinate Voting Share. In providing the beneficial ownership information described herein, CDPQ, Novacap and Mr. Fayer have assumed that all the Multiple Voting Shares they beneficially own have been converted into Subordinate Voting Shares.

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[11] Percentages and amounts of expected cash proceeds are based on current assumed cash position and are subject to change as a result of cash generated before closing.

In connection with the execution of certain of the agreements described in Item 4 above, the Reporting Persons or affiliates thereof may be deemed to have formed a “group” pursuant to Rule 13d-5(b)(1) promulgated under the Exchange Act. The Reporting Persons have been advised that, as of the date hereof, (i) Novacap beneficially owns 30,555,132 Multiple Voting Shares, (ii) CDPQ beneficially owns 17,652,159 Multiple Voting Shares and (iii) Philip Fayer beneficially owns 27,857,328 Multiple Voting Shares and 373,991 Subordinate Voting Shares. Accordingly, if any such “group” is deemed to have been created, the aggregate beneficial ownership of the Subordinate Voting Shares of such “group”, including the Reporting Persons and assuming all Multiple Voting Shares were converted into Subordinate Voting Shares, is equal to 76,438,610 Subordinate Voting Shares, representing approximately 54.6% of the outstanding Subordinate Voting Shares. Each of the Reporting Persons and its affiliates expressly disclaim the creation of any “group” and the beneficial ownership of any Multiple Voting Shares or Subordinate Voting Shares of any person other than the Shares owned by such Reporting Person or its affiliates.

(c) Except as disclosed in this Schedule 13D, the Reporting Persons have not entered into any transactions in the Subordinate Voting Shares during the past sixty days.

(d) Except as disclosed in this Schedule 13D, no person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Multiple Voting Shares beneficially owned by the Reporting Persons (or the Subordinate Voting Shares issuable upon conversion thereof).

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

The information set forth in Items 4 and 5 of this Schedule 13D is hereby incorporated by reference in its entirety into this Item 6.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Exhibit	Description
Exhibit 99.1	Amended and Restated Investor Rights Agreement, dated as of October 4, 2021, by and among the Issuer, the affiliates of the Reporting Person identified therein, and the other parties thereto, as amended on May 20, 2021 (incorporated by reference to Exhibit 99.1 to Nuvei Corporation’s report on 6-K submitted to the SEC on November 1, 2021).
Exhibit 99.2	Coattail Agreement, dated as of September 22, 2020, by and among the Issuer, the affiliates of the Reporting Persons identified therein, and the other parties thereto.
Exhibit 99.3	Arrangement Agreement, dated April 1, 2024, by and between Neon Maple Purchaser Inc. and Nuvei Corporation (incorporated by reference to Exhibit 99.1 to Nuvei Corporation’s report on 6-K submitted to the SEC on April 2, 2024).
Exhibit 99.4	Support and Voting Agreement, dated as of April 1, 2024, by and among the affiliates of Novacap Management Inc. identified therein and the other parties thereto (incorporated by reference to Exhibit 99.3 to Nuvei Corporation’s report on 6-K submitted to the SEC on April 2, 2024).
Exhibit 99.5	English translation of Support and Voting Agreement, dated as of April 1, 2024, by and among Caisse de dépôt et placement du Québec and the other parties thereto (incorporated by reference to Exhibit 99.4 to Nuvei Corporation’s report on 6-K submitted to the SEC on April 2, 2024).

Exhibit 99.6	Support and Voting Agreement, dated as of April 1, 2024, by and among Philip Fayer, Whiskey Papa Fox Inc. and Neon Maple Purchaser Inc. (incorporated by reference to Exhibit 99.2 to Nuvei Corporation's report on 6-K submitted to the SEC on April 2, 2024).
Exhibit 99.7	Share Transfer Agreement, dated as of April 1, 2024, by and among the affiliates of Novacap Management Inc. identified therein, Neon Maple Purchaser Inc. and Neon Maple Parent Inc.
Exhibit 99.8	English translation of Share Transfer Agreement, dated as of April 1, 2024, by and among Caisse de dépôt et placement du Québec, Neon Maple Purchaser Inc. and Neon Maple Parent Inc.
Exhibit 99.9	Share Transfer and Incentive Award Exchange Agreement, dated as of April 1, 2024, by and among Whiskey Papa Fox Inc., Philip Fayer, Neon Maple Purchaser Inc. and Neon Maple Parent Inc.
Exhibit 99.10	Joint Filing Agreement, dated April 8, 2024, by and among Novacap Management Inc., Caisse de dépôt et placement du Québec, Whiskey Papa Fox Inc. and Philip Fayer.

SIGNATURE

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: April 8, 2024

NOVACAP MANAGEMENT INC.

By: /s/ Pascal Tremblay
Name: Pascal Tremblay
Title: President and CEO, Managing Partner

CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC

By: /s/ Soulef Hadjoudj
Name: Soulef Hadjoudj
Title: Senior Director, Legal Affairs

WHISKEY PAPA FOX INC.

By: /s/ Philip Fayer
Name: Philip Fayer
Title: President & Secretary

Philip Fayer

By: /s/ Philip Fayer

Schedule A

Set forth below is the name, position, present principal occupation, business address and citizenship of the executive officers and directors of Novacap, and of Novacap's control person Novacap Fund Management Inc. ("**Control Person**"), which is the ultimate control person of Novacap.

	Name	**Position**	**Present Principal Occupation**	**Business Address**	**Citizenship**
Executive Officers and Directors of Reporting Person					
	Pascal Tremblay	Director and Officer (President and CEO, Managing Partner)	President and Chief Executive Officer, Managing Partner, TMT, Novacap Management Inc.	3400 rue de l'Éclipse, Suite 700, Brossard, Québec, J4Z 0P3, Canada	Canadian
	Jacques Foisy	Director and Officer (Chairman of the Board, Managing Partner)	Managing Partner, Industries, Novacap Management Inc.	3400 rue de l'Éclipse, Suite 700, Brossard, Québec, J4Z 0P3, Canada	Canadian
	Stéphane Blanchet	Director and Officer (Treasurer and CFO)	Chief Financial Officer, Novacap Management Inc.	3400 rue de l'Éclipse, Suite 700, Brossard, Québec, J4Z 0P3, Canada	Canadian
	Bruno Duguay	Officer (Secretary and CLO)	Chief Legal Officer, Novacap Management Inc.	3400 rue de l'Éclipse, Suite 700, Brossard, Québec, J4Z 0P3, Canada	Canadian
Executive Officers and Directors of Control Person					

	Name	Position	Present Principal Occupation	Business Address	Citizenship
	Jacques Foisy	Director and Officer (Chairman of Board and Managing Partner)	Chairman and Managing Partner, Industries, Novacap Management Inc.	3400 rue de l'Éclipse, Suite 700, Brossard, Québec, J4Z 0P3, Canada	Canadian
	Pascal Tremblay	Director and Officer (President and Managing Partner)	President and Chief Executive Officer, Managing Partner, TMT, Novacap Management Inc.	3400 rue de l'Éclipse, Suite 700, Brossard, Québec, J4Z 0P3, Canada	Canadian
	François Laflamme	Director	Senior Partner, Novacap Management Inc.	3400 rue de l'Éclipse, Suite 700, Brossard, Québec, J4Z 0P3, Canada	Canadian
	Marc Paiement	Director	Senior Partner, Novacap Management Inc.	3400 rue de l'Éclipse, Suite 700, Brossard, Québec, J4Z 0P3, Canada	Canadian
	Stéphane Blanchet	Director and Officer (Treasurer, CFO)	Chief Financial Officer, Novacap Management Inc.	3400 rue de l'Éclipse, Suite 700, Brossard, Québec, J4Z 0P3, Canada	Canadian
	Jean-François Routhier	Director	Managing Partner, Novacap Management Inc.	3400 rue de l'Éclipse, Suite 700, Brossard, Québec, J4Z 0P3, Canada	Canadian
	Ted Mocarski	Director	Senior Partner, Novacap Management Inc.	437 Madison Avenue, Suite 2802, New York, New York, USA 10022	American
	Bruno Duguay	Officer (Secretary)	Chief Legal Officer, Novacap Management Inc.	3400 rue de l'Éclipse, Suite 700, Brossard, Québec, J4Z 0P3, Canada	Canadian

Schedule B

Set forth below is the name, position, present principal occupation, business address and citizenship of the executive officers and directors of CDPQ.

Name	Business Address	Principal Occupation or Employment	Citizenship
Jean St-Gelais	1000, place Jean-Paul-Riopelle Montréal, Québec H2Z 2B3	Chairman of the Board of Directors	Canadian
Jean-François Blais	1000, place Jean-Paul-Riopelle Montréal, Québec H2Z 2B3	Corporate Director	Canadian
Ivana Bonnet-Zivcevic	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Corporate Director	Serbian and French
Florence Brun-Jolicoeur	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Corporate Director Senior Consultant, Strategy, Aviseo	Canadian
Alain Côté	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Corporate Director	Canadian
René Dufresne	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Corporate Director President and Chief Executive Officer, Retraite Québec	Canadian
Charles Emond	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	President, Chief Executive Officer and Corporate Director	Canadian
Olga Farman	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Corporate Director Managing Partner, Norton Rose Fulbright LLP	Canadian
Nelson Gentiletti	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Corporate Director	Canadian

Name	Business Address	Principal Occupation or Employment	Citizenship
Lynn Jeanniot	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Corporate Director	Canadian
Maria S. Jelescu Dreyfus	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Corporate Director Chief Executive Officer, Ardinall Investment Management	Romanian
Wendy Murdock	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Corporate Director	Canadian
Marc Tremblay	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Corporate Director	Canadian

Name	Business Address	Principal Occupation or Employment	Citizenship
Pierre Beaulieu	1000, place Jean-Paul-Riopelle 4th floor Montréal, Québec H2Z 2B3	Executive Vice-President, Digital Technology	Canadian
Marc-André Blanchard	1000, place Jean-Paul-Riopelle 10th floor Montréal, Québec H2Z 2B3	Executive Vice-President and Head of CDPQ Global and Global Head of Sustainability	Canadian
Sarah-Émilie Bouchard	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Executive Vice-President, Strategy, Governmental Affairs and Chief of Staff	Canadian
Ani Castonguay	1000, place Jean-Paul-Riopelle 10th floor Montréal, Québec H2Z 2B3	Executive Vice-President, Communications and Chief Brand Officer	Canadian
Marc Cormier	1000, place Jean-Paul-Riopelle 6th floor Montréal, Québec H2Z 2B3	Executive Vice-President and Head of Fixed Income	French and Canadian
Vincent Delisle	1000, place Jean-Paul-Riopelle 7th floor Montréal, Québec H2Z 2B3	Executive Vice-President and Head of Liquid Markets	Canadian
Rana Ghorayeb	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	President and Chief Executive Officer Otéra Capital	Canadian
Ève Giard	1000, place Jean-Paul-Riopelle 5th floor Montréal, Québec H2Z 2B3	Executive Vice-President, Talent and Performance	Canadian
Emmanuel Jaclot	1000, place Jean-Paul-Riopelle 8th floor Montréal, Québec H2Z 2B3	Executive Vice-President and Head of Infrastructure	French
Michel Lalande	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Executive Vice-President, Legal Affairs, Compliance and Secretariat	Canadian

Name	Business Address	Principal Occupation or Employment	Citizenship
David Latour	1000, place Jean-Paul-Riopelle 9th floor Montréal, Québec H2Z 2B3	Executive Vice-President and Chief Risk Officer	Canadian
Martin Longchamps	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Executive Vice-President and Head of Private Equity	Canadian
Nathalie Palladitcheff	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	President and Chief Executive Officer Ivanhoé Cambridge	French
Maarika Paul	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Executive Vice-President and Chief Financial and Operations Officer	Canadian
Kim Thomassin	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Executive Vice-President and Head of Québec	Canadian
Philippe Tremblay	1000, place Jean-Paul-Riopelle 11th floor Montréal, Québec H2Z 2B3	Executive Vice-President, Depositors and Total Portfolio	Canadian

Schedule C

Set forth below is the name, position, present principal occupation, business address and citizenship of the sole executive officer and director of WPFI.

	Name	**Position**	**Present Principal Occupation**	**Business Address**	**Citizenship**
Executive Officers and Directors of Reporting Person					
	Philip Fayer	President & Secretary	Chairman and Chief Executive Officer, Nuvei Corporation	345 Victoria Avenue, Suite 510 Westmount Québec H3Z 2N1	Canadian

Exhibit 99.2

EXECUTION VERSION

[*Unofficial translation. In case of discrepancy, the signed French version filed on SEDAR on September 22, 2020 shall take precedence.***]**

NUVEI CORPORATION
- and -
WHISKEY PAPA FOX INC.
- and -
NOVACAP TMT IV, L.P.
- and -
NOVACAP INTERNATIONAL TMT IV, L.P.
- and -
NVC TMT IV, L.P.
- and -
NOVACAP TMT V, L.P.
- and -
NOVACAP INTERNATIONAL TMT V, L.P.
- and -
NOVACAP TMT V-A, L.P.
- and -
NVC TMT V, L.P.
- and -
NVC TMT V-A, L.P.
- and -
NOVACAP TMT V CO-INVESTMENT (NUVEI), L.P.
- and -
CDP INVESTISSEMENTS INC.
- and -
AST TRUST COMPANY (CANADA)

COATTAIL AGREEMENT
September 22, 2020

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COATTAIL AGREEMENT

THIS AGREEMENT dated the 22 day of September, 2020.

AMONG: **NUVEI CORPORATION**, a corporation incorporated under the *Canada Business Corporations Act*

(the "**Company**")

- and -

WHISKEY PAPA FOX INC., a corporation incorporated under the *Canada Business Corporations Act*

("**Fayer Holdco**")

- and -

NOVACAP TMT IV, L.P., a limited partnership created under the laws of the Province of Québec

("**Novacap TMT IV**")

- and -

NOVACAP INTERNATIONAL TMT IV, L.P., a limited partnership created under the laws of the Province of Québec

("**Novacap International IV**")

- and -

NVC TMT IV, L.P., a limited partnership created under the laws of the Province of Québec

("**NVC IV**")

- and -

NOVACAP TMT V, L.P., a limited partnership created under the laws of the Province of Québec

("**Novacap TMT V**")

- and -

NOVACAP INTERNATIONAL TMT V, L.P., a limited partnership created under the laws of the Province of Québec

(“**Novacap International V**”)

- and -

NOVACAP TMT V-A, L.P., a limited partnership created under the laws of the Province of Québec

(“**Novacap TMT V-A**”)

- and -

NVC TMT V, L.P., a limited partnership created under the laws of the Province of Québec

(“**NVC V**”)

- and -

NVC TMT V-A, L.P., a limited partnership created under the laws of the Province of Québec

(“**NVC V-A**”)

- and -

NOVACAP TMT V CO-INVESTMENT (NUVEI), L.P., a limited partnership created under the laws of the Province of Québec

(“**Novacap TMT V Co-Investment**”)

- and -

CDP INVESTISSEMENTS INC., a corporation established under the laws of the Province of Québec

(“**Caisse** ”)

- and -

AST TRUST COMPANY (CANADA), a trust company existing under the laws of Canada, as trustee for the benefit of the SVS Holders (as defined below)

(the “**Trustee** ”)

- and -

any person who becomes a party to this Agreement by executing an adoption agreement in the form set forth in Schedule A hereto (together with Fayer Holdco, Novacap TMT IV, Novacap International IV, NVC IV, Novacap TMT V, Novacap International V, Novacap TMT V-A, NVC V, NVC V-A, Novacap TMT V Co-Investment and Caisse, the "**Shareholders** ")

WHEREAS, further to the filing of articles of amalgamation and articles of amendment effective on September 22, 2020 (the "**Articles**"), the authorized share capital of the Company consists of a class of multiple voting shares (the "**Multiple Voting Shares** "), a class of subordinate voting shares (the "**Subordinate Voting Shares** ") and a class of preferred shares;

AND WHEREAS the Shareholders, on the date hereof, hold all of the Multiple Voting Shares that are issued and outstanding as of the date of this Agreement;

AND WHEREAS it is the expectation of the Shareholders that the Subordinate Voting Shares will be listed on the Toronto Stock Exchange (the "**TSX**");

AND WHEREAS the Shareholders and the Company wish to enter into this Agreement in order to secure the listing of the Subordinate Voting Shares on the TSX, and derive the benefit of such listing, and for the purpose of ensuring that the holders, from time to time, of the Subordinate Voting Shares (collectively, the "**SVS Holders** ") will not be deprived of any rights under applicable take-over bid legislation to which they would have been entitled in the event of a take-over bid for the Multiple Voting Shares if the Multiple Voting Shares had been Subordinate Voting Shares;

AND WHEREAS pursuant to the Articles, Multiple Voting Shares will, *inter alia*, automatically convert into Subordinate Voting Shares upon any transfer that is not a transfer to a Permitted Holder (as such term is defined in the Articles);

AND WHEREAS the Shareholders and the Company hereby acknowledge that any transfer or sale of Multiple Voting Shares, whether in accordance with this Agreement or otherwise, shall in all circumstances be subject to the provisions of the Articles, including those relating to the automatic conversion of Multiple Voting Shares into Subordinate Voting Shares;

AND WHEREAS the Shareholders and the Company wish to constitute the Trustee as a trustee for the SVS Holders so that the SVS Holders, through the Trustee, will receive the benefits of this Agreement, including the covenants of the Shareholders and the Company contained herein;

AND WHEREAS these recitals and any statements of fact in this Agreement are, and shall be deemed to be, made by the Shareholders and the Company and not by the Trustee;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration (the receipt and

sufficiency of which are hereby acknowledged by each of the parties) the parties hereto agree as follows:

1.1 Definitions

ARTICLE 1
DEFINITIONS AND INTERPRETATION

In this Agreement, capitalized terms that are not otherwise defined shall have the meaning given to them in the Articles.

1.2 Interpretation not Affected by Headings, etc.

The division of this Agreement into articles, sections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Number, Gender, etc.

Words importing the singular number only shall include the plural and vice versa. Words importing the use of any gender shall include all genders.

1.4 Statutory References

Unless otherwise indicated, all references in this Agreement to any legislation include the regulations and rules thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision.

1.5 Including

The word “including” shall mean including, without limitation.

1.6 Business Day

“Business Day” means any day (prior to 4:00 p.m.), other than a Saturday or a Sunday, when Canadian chartered banks are open for regular business in the city of Montreal, Québec.

2.1 Establishment of Trust

ARTICLE 2
PURPOSE OF AGREEMENT

The purpose of this Agreement is to ensure that the SVS Holders will not be deprived of any rights under applicable take-over bid provisions of securities and corporate legislation in any jurisdiction of Canada (“**Securities Laws** ”) to which they would have been entitled in the event of a take-over bid for the Multiple Voting Shares if the Multiple Voting Shares had been

Subordinate Voting Shares. In furtherance of the foregoing, the Shareholders and the Company hereby establish and create the Trust (as defined below) pursuant to the terms and conditions of this Agreement and hereby appoint the Trustee to act as trustee of the Trust.

2.2 Restriction on Sale

Subject to Section 2.3 and the Articles, the Shareholders shall not sell, directly or indirectly, any Multiple Voting Shares pursuant to a take-over bid (as defined under applicable Securities Laws) under circumstances in which applicable Securities Laws would have required the same offer to be made to SVS Holders if the sale by the Shareholders had been a sale of the Subordinate Voting Shares underlying such Multiple Voting Shares rather than such Multiple Voting Shares, but otherwise on the same terms.

For the purposes of this Section 2.2, it shall be assumed that the offer that would have resulted in the sale of Multiple Voting Shares (or Subordinate Voting Shares into which such Multiple Voting Shares are convertible or converted pursuant to the Articles) by the Shareholders would have constituted a take-over bid for the Subordinate Voting Shares under applicable Securities Laws, regardless of whether this actually would have been the case, and the varying of any material term of an offer shall be deemed to constitute the making of a new offer.

2.3 Permitted Sale

Subject to the provisions of the Articles, Section 2.2 shall not apply to prevent a sale by any Shareholder of Multiple Voting Shares if concurrently an offer is made to purchase Subordinate Voting Shares that:

(a) offers a price per Subordinate Voting Share at least as high as the highest price per share paid or required to be paid pursuant to the take-over bid for the Multiple Voting Shares;

(b) provides that the percentage of outstanding Subordinate Voting Shares to be taken up (exclusive of shares owned immediately prior to the offer by the offeror or persons acting jointly or in concert with the offeror) is at least as high as the percentage of outstanding Multiple Voting Shares to be sold (exclusive of Multiple Voting Shares owned immediately prior to the offer by the offeror and persons acting jointly or in concert with the offeror);

(c) has no condition attached other than the right not to take up and pay for Subordinate Voting Shares tendered if no shares are purchased pursuant to the offer for Multiple Voting Shares; and

(d) is in all other material respects identical to the offer for Multiple Voting Shares.

In addition, and notwithstanding the foregoing, subject to the provisions of the Articles, Section 2.2 shall not apply to prevent the transfer or sale of Multiple Voting Shares by any Shareholder to a Permitted Holder, subject to Section 2.7, provided such transfer or sale is not or would not have been subject to the requirements to make a take-over bid or constitute or would constitute an exempt take-over bid (as defined under applicable Securities Laws).

For greater certainty, the conversion of Multiple Voting Shares into Subordinate Voting Shares shall not, in of itself, constitute a sale of Multiple Voting Shares for the purposes of this Agreement.

2.4 Improper Sale

If any person or company, other than the Shareholders, carries out or purports to carry out a sale (including an indirect sale) of Multiple Voting Shares that the Shareholders are restricted from carrying out pursuant to Section 2.2, the Shareholders shall not and the Trustee shall take all reasonable steps to ensure that the Shareholders shall not and shall not be permitted to, at or after the time such sale becomes effective, do any of the following with respect to any of the Multiple Voting Shares so sold or purported to be sold:

(a) sell them without the prior written consent of the Trustee;

(b) convert them into Subordinate Voting Shares without the prior written consent of the Trustee; or

(c) exercise any voting rights attaching to them except in accordance with the written instructions of the Trustee, with which the Shareholders shall comply.

Without limiting the generality of the foregoing, the Trustee shall exercise the above rights in a manner that the Trustee, on the advice of counsel, considers to be: (i) in the best interests of the SVS Holders, other than the Shareholders and SVS Holders who, in the opinion of the Trustee, participated directly or indirectly in the transaction that triggered the operation of this Section 2.4; and (ii) consistent with the intentions of the Shareholders and the Company in entering into this Agreement as such intentions are set out in the Recitals hereto. In the event that an indirect sale of Multiple Voting Shares that is referred to in this Section 2.4 occurs and this Section 2.4 is applicable to such sale, the Shareholders shall have no liability under this Agreement in respect of such sale, provided that the Shareholders are in compliance with all other provisions of this Agreement, including the provisions of this Section 2.4.

2.5 Assumptions

For the purposes of this Article 2:

(a) any sale, transfer or other disposition that would result in a direct or indirect acquisition of Multiple Voting Shares or Subordinate Voting Shares, or in the direct or indirect acquisition of control or direction over those shares, shall be construed to be a “sale” of those Multiple Voting Shares or Subordinate Voting Shares, as the case may be, and the terms “sell” and “sold” shall have a corresponding meaning; and

(b) if there is an offer to acquire that would have been a take-over bid for the purposes of applicable Securities Laws if not for the provisions of the Articles that cause the Multiple Voting Shares to automatically convert into Subordinate Voting Shares in certain circumstances, that offer to acquire shall nonetheless be

construed to be a take-over bid for the Multiple Voting Shares for the purposes of this Agreement.

2.6 Prevention of Improper Sales

The Shareholders shall use commercially reasonable efforts to prevent any person or company from carrying out a sale (including an indirect sale) in breach of this Agreement in respect of any Multiple Voting Shares, regardless of whether that person or company is a party to this Agreement.

2.7 Supplemental Agreements

Without limiting any provision of this Agreement, the Shareholders shall not sell any Multiple Voting Shares unless the sale is conditional upon the person or company (including Permitted Holders) acquiring those shares becoming a party to this Agreement by executing an adoption agreement substantially in the form attached hereto as Schedule A. Neither the conversion of Multiple Voting Shares into Subordinate Voting Shares in accordance with the provisions of the Articles nor any subsequent sale of those Subordinate Voting Shares shall constitute a sale of Multiple Voting Shares for the purposes of this Section 2.7.

2.8 Security Interest

Nothing in this Agreement shall prevent any Shareholder from time to time, directly or indirectly, from granting a bona fide security interest, by way of pledge, hypothecation or otherwise, whether directly or indirectly, in Multiple Voting Shares to any financial institution with which it deals at arm's length (within the meaning of the Income Tax Act (Canada)) in connection with a bona fide borrowing, provided that the financial institution agrees in writing to become a party to and abide by the terms of this Agreement as if such financial institution were a Shareholder as defined herein until such time as the pledge, hypothecation or other security interest has been released or the Multiple Voting Shares which were subject thereto have been sold in accordance with the terms of this Agreement.

2.9 All Sales Subject to Articles

The Shareholders and the Company hereby acknowledge that any sale of Multiple Voting Shares, whether in accordance with this Agreement or otherwise, shall in all circumstances be subject to the provisions of the Articles, including those relating to the automatic conversion of Multiple Voting Shares into Subordinate Voting Shares, and that in the event of a conflict between this Agreement and any provision of the Articles, the provisions of the Articles shall prevail.

ARTICLE 3
ACCEPTANCE OF TRUST

3.1 Acceptance and Conditions of Trust

The Trustee hereby accepts the trust created by this Agreement (the "**Trust**") and assumes the duties created and imposed upon it pursuant to its appointment as trustee for the SVS Holders by this Agreement, provided that:

(a) it shall not be liable for any action taken or omitted to be taken by it under or in connection with this Agreement, except for its own gross negligence, wilful misconduct or bad faith;

(b) it may act through its attorneys and agents and employ or retain such agents, counsel, auditors, accountants or other experts or advisers, whose qualifications give authority to any opinion, advice or report made by them, as the Trustee may reasonably require for the purpose of determining and discharging its rights and duties and administering the trusts hereunder and shall not be responsible for any misconduct or gross negligence on the part of any of them. The Trustee may, if it is acting in good faith, act and rely on and shall be protected in acting and relying in good faith upon the accuracy of any such opinion, advice or report, and the opinion, advice or report shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon;

(c) it may, if it is acting in good faith, conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any instruction, advice, certificate, notice, opinion or other document believed by it to be genuine and to have been signed or presented by the proper party or parties and, subject to subsection 3.1(a), shall incur no liability with respect to any action taken or omitted to be taken in accordance with such instruction, advice, certificate, notice, opinion or other document;

(d) before it acts or refrains from acting, the Trustee may request that the Company deliver an officer's certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Agreement, and the Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such officer's certificate;

(e) it shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Trustee, in its sole judgment, acting reasonably, determines that such act is conflicting with or contrary to the terms of this Agreement or the law or regulation of any jurisdiction or any order or directive of any court, governmental agency or other regulatory body;

(f) it shall exercise its rights under this Agreement in a manner that it considers to be in the best interests of the SVS Holders (other than the Shareholders and SVS

Holders who, in the opinion of the Trustee, participated directly or indirectly in a transaction restricted by Section 2.2) and consistent with the purpose of this Agreement; and

(g) none of the provisions of this Agreement shall require the Trustee under any circumstances whatsoever to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights or powers in connection with the Agreement.

In the exercise of its rights and duties hereunder, the Trustee will exercise that degree of care, diligence and skill that a reasonably prudent Trustee would exercise in comparable circumstances. The permissive rights of the Trustee enumerated herein shall not be construed as duties. The Trustee represents that to the best of its knowledge and belief at the time of the execution and delivery hereof no material conflict of interest exists in the Trustee's role as a fiduciary hereunder and agrees that in the event of a material conflict of interest arising hereafter it will, within three months after ascertaining that it has such material conflict of interest, either eliminate the same or resign its trust hereunder. Subject to the foregoing, the Trustee, in its personal or any other capacity, may buy, lend upon and deal in securities of the Company and generally may contract with and enter into financial transactions with , Company, any of its affiliates or any of the Shareholders or any of their affiliates without being liable to account for any profit made thereby.

3.2 Enquiry by Trustee

Subject to Section 3.4, if and whenever the Trustee receives written notice from an interested party, other than SVS Holders, stating in sufficient detail that the Shareholders or the Company may have breached, or may intend to breach, any provision of this Agreement, the Trustee shall, acting on the advice of counsel, make reasonable enquiry to determine whether such a breach has occurred or is intended to occur. If the Trustee determines that a breach has occurred, or is intended to occur, the Trustee shall forthwith deliver to the Company a certificate stating that the Trustee has made such determination. Upon delivery of that certificate, the Trustee shall be entitled to take, and subject to Section 3.4 shall take, such action as the Trustee, acting upon the advice of counsel, considers necessary to enforce its rights under this Agreement on behalf of the SVS Holders.

3.3 Request by SVS Holders

Subject to Section 3.4, if and whenever SVS Holders representing not less than 10% of the then outstanding Subordinate Voting Shares determine that any one or more of the Shareholders or the Company has breached, or may intend to breach, any provision of this Agreement, such SVS Holders may require the Trustee to take action in connection with that breach or intended breach by delivering to the Trustee a requisition in writing signed in one or more counterparts by those SVS Holders and setting forth the action to be taken by the Trustee. Subject to Section 3.4, upon receipt by the Trustee of such a requisition, the Trustee shall forthwith take such action as is specified in the requisition and/or any other action that the Trustee considers necessary to enforce its rights under this Agreement on behalf of the SVS Holders.

3.4 Condition to Action

The obligation of the Trustee to take any action pursuant to Sections 3.2 and 3.3 shall be conditional upon the Trustee receiving from either the interested party referred to in Section 3.2, the Company or from one or more SVS Holders such funds and indemnity as the Trustee may reasonably require in respect of any costs or expenses which it may incur in connection with any such action. The Company shall provide such reasonable funds and indemnity to the Trustee if the Trustee has delivered to the Company the certificate referred to in Section 3.2.

3.5 Limitation on Action by SVS Holder

No SVS Holder shall have the right, other than through the Trustee, to institute any action or proceeding or to exercise any other remedy for the purpose of enforcing any rights arising from this Agreement unless SVS Holders shall have:

(a) requested that the Trustee act in the manner specified in Section 3.3; and

(b) provided reasonable funds and indemnity to the Trustee,

and the Trustee shall have failed to so act within 30 days after the provision of such funds and indemnity. In such case, any SVS Holder, acting on behalf of itself and all other SVS Holders, shall be entitled to take those proceedings in any court of competent jurisdiction that the Trustee might have taken.

ARTICLE 4 COMPENSATION

4.1 Fees and Expenses of the Trustee

The Company agrees to pay to the Trustee reasonable compensation for the services offered hereunder and shall reimburse the Trustee for all reasonable expenses and disbursements including but not limited to those incurred pursuant to Section 3.1(b) herein. Notwithstanding the foregoing, the Company shall have no obligation to compensate the Trustee or reimburse the Trustee for any expenses or disbursements paid, incurred or suffered by the Trustee:

(a) in connection with any action taken by the Trustee pursuant to Section 3.2 if the Trustee has not delivered to the Company the certificate referred to in Section 3.2 in respect of that action; or

(b) in any suit or litigation in which the Trustee is determined to have acted in bad faith or with gross negligence or wilful misconduct.

On all invoices issued by the Trustee for its services rendered hereunder which remain unpaid for a period of 30 days or more, interest at a rate per annum equal to the then current rate of interest charged by the Trustee to its corporate customers will be incurred, from 30 days after the issuance of the invoice until the date of payment.

ARTICLE 5
INDEMNIFICATION

5.1 Indemnification of the Trustee

In addition to and without limiting any other protection of the Trustee hereunder, or otherwise by law, the Company agrees to indemnify and hold harmless the Trustee and its officers, directors, affiliates, agents and employees from and against all claims, losses, damages, costs, penalties, fines and reasonable expenses (including reasonable expenses of the Trustee's legal counsel on a solicitor and client basis, and costs and expenses incurred in connection with the enforcement of this indemnity) which, without gross negligence, wilful misconduct or bad faith on the part of the Trustee, any of the Trustee, its officers, directors, affiliates, agents and employees may have paid, incurred or suffered by reason of or as a result of the Trustee's acceptance or administration of the Trust, its compliance with its duties set forth in this Agreement or any written or oral instructions delivered to the Trustee by the Company pursuant hereto, or otherwise whatsoever arising in connection with this Agreement. In no case shall the Company be liable under this indemnity for any claim against the Trustee unless the Company shall be notified by the Trustee of the written assertion of a claim or of any action commenced against the Trustee, promptly after the Trustee shall have received any such written assertion of a claim, or shall have been served with a summons or other first legal process giving information as to the nature and basis of the claim. The Company shall be entitled to participate at its own expense in the defence of the assertion or claim. The Company may elect at any time after receipt of such notice to assume the defence of any suit brought to enforce any such claim. The Trustee shall have the right to employ separate counsel in any such suit and participate in the defence thereof and the fees and expenses of such counsel shall be subject to Section 4.1 herein in the event that the named parties to any such suit include both the Trustee and the Company and the Trustee shall have been advised by counsel that there may be one or more legal defences available to the Trustee that are different from or in addition to those available to the Company (in which case the Company shall not have the right to assume the defence of such suit on behalf of the Trustee but shall be liable to pay the reasonable fees and expenses of counsel for the Trustee). In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

6.1 Resignation

ARTICLE 6
CHANGE OF TRUSTEE

The Trustee, or any trustee subsequently appointed, may resign at any time by giving written notice of such resignation to the Company specifying the date on which its desired resignation shall become effective, provided that such notice shall be provided at least three months in advance of such desired effective date unless the Shareholders and the Company otherwise agree. Such resignation shall take effect upon the date of the appointment of a successor trustee and the acceptance of such appointment by the successor trustee in accordance with Section 6.3. Upon receiving such notice of resignation, the Company shall promptly appoint

a successor trustee (which shall be a corporation or company licensed or authorized to carry on the business of a trust company in Québec and Ontario) by written instrument, in duplicate, one copy of which shall be delivered to the resigning trustee and one copy to the successor trustee. If the Company does not appoint a successor trustee, the Trustee or any SVS Holder may apply to a court of competent jurisdiction in Québec for the appointment of a successor trustee.

6.2 Removal

The Trustee, or any trustee subsequently appointed, may be removed at any time on 30 days' prior notice by written instrument executed by the Company, in duplicate, provided that the Trustee is not at such time taking any action which it may take under Section 3.2 or 3.3 hereof. One copy of that instrument shall be delivered to the Trustee so removed and one copy to the successor trustee. The removal of the Trustee shall become effective upon the appointment of a successor trustee in accordance with Section 6.3.

6.3 Successor Trustee

Any successor trustee appointed as provided under this Agreement shall execute, acknowledge and deliver to the Shareholders and the Company and to its predecessor trustee an instrument accepting such appointment. Thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, upon payment of any amounts then due to the predecessor trustee pursuant to the provisions of this Agreement, shall become vested with all the rights, powers, duties and obligations of its predecessor under this Agreement, with like effect as if originally named as trustee in this Agreement. However, on the written request of the Shareholders and the Company or of the successor trustee, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act. Upon the request of any such successor trustee, the Shareholders, the Company and such predecessor trustee shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers.

6.4 Notice of Successor Trustee

Upon acceptance of appointment by a successor trustee as provided herein, the Company shall cause to be mailed notice of the succession of such trustee hereunder to the SVS Holders. If the Shareholders or the Company shall fail to cause such notice to be mailed within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Shareholders and the Company.

7.1 Term

ARTICLE 7
TERMINATION

The Trust created by this Agreement shall continue until no Multiple Voting Shares remain outstanding. The Company shall provide to the Trustee written confirmation of the termination of this Agreement pursuant to this Section 7.1.

7.2 Survival of Agreement

This Agreement shall survive any termination of the Trust and shall continue until there are no Multiple Voting Shares outstanding; provided, however, that the provisions of Article 4 and Article 5 shall survive the resignation, removal or replacement of the Trustee and the termination of this Agreement.

ARTICLE 8
GENERAL

8.1 Obligations of the Shareholders not Solidary

The obligations of the Shareholders pursuant to this Agreement are joint and not solidary, and no Shareholder shall be liable to the Company, the SVS Holders or the Trustee or any other party for the failure of any other Shareholder to comply with its covenants and obligations under this Agreement.

8.2 Compliance with Privacy Laws

The Shareholders and the Company acknowledge that federal and/or provincial legislation that addresses the protection of individuals' personal information (collectively, "**Privacy Laws** ") applies to certain obligations and activities under this Agreement. Notwithstanding any other provision of this Agreement, neither party shall take or direct any action that would contravene, or cause the other to contravene, applicable Privacy Laws. The Shareholders and the Company shall, prior to transferring or causing to be transferred personal information to the Trustee, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or shall have determined that such consents either have previously been given upon which the parties can rely or are not required under the Privacy Laws. The Trustee shall use commercially reasonable efforts to ensure that its services hereunder comply with Privacy Laws. Specifically, the Trustee agrees: (a) to have a designated chief privacy officer; (b) to maintain policies and procedures to protect personal information and to receive and respond to any privacy complaint or inquiry; (c) to use personal information solely for the purposes of providing its services under or ancillary to this Agreement and to comply with applicable laws and not to use it for any other purpose except with the consent of or direction from the other parties to this Agreement or the individual involved; (d) not to sell or otherwise improperly disclose personal information to any third party; and (e) to employ administrative, physical and technological safeguards to reasonably secure and protect personal information against loss, theft, or unauthorized access, use or modification.

8.3 Anti-Money Laundering Regulations

The Trustee shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Trustee, in its sole judgment and acting reasonably, determines that such act might cause it to be in non-compliance with any sanctions legislation or regulation or applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Trustee, in its sole judgment and acting reasonably, determine at any time that its acting under this Agreement has resulted in its being in non-compliance with any sanctions legislation or regulation or applicable anti-money laundering

or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on ten days' written notice to the Company or any shorter period of time as agreed to by the Company, provided that: (a) the Trustee's written notice shall describe the circumstances of such non-compliance to the extent permitted under any sanctions legislation or regulation or applicable anti-money laundering or anti-terrorist legislation, regulation or guideline; and (b) if such circumstances are rectified to the Trustee's satisfaction within such ten day period, then such resignation shall not be effective.

8.4 Third Party Interests

The other parties to this Agreement hereby represent to the Trustee that any account to be opened by, or interest to be held by, the Trustee in connection with this Agreement, for or to the credit of such party, either (i) is not intended to be used by or on behalf of any third party; or (ii) is intended to be used by or on behalf of a third party, in which case such party hereto agrees to complete and execute forthwith a declaration in the Trustee's prescribed form as to the particulars of such third party.

8.5 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby and the agreement shall be carried out as nearly as possible in accordance with its original terms and conditions.

8.6 Amendments, Modifications, etc.

This Agreement shall not be amended, and no provision thereof shall be waived, unless, prior to giving effect to such amendment or waiver, the following have been obtained: (i) the consent of the TSX and any other applicable securities regulatory authorities in Canada; and

(ii) the approval of at least two-thirds of the votes cast by SVS Holders present or represented at a meeting duly called for the purpose of considering such amendment or waiver, excluding votes attached to any Subordinate Voting Shares held directly or indirectly by holders of Multiple Voting Shares and their respective affiliates and any persons who have an agreement to purchase Multiple Voting Shares on terms which would constitute a sale for purposes of Section 2.2, other than as permitted herein, prior to giving effect to such amendment or waiver. The provisions of this Agreement shall only come into effect contemporaneously with the listing of the Subordinate Voting Shares on the TSX and shall terminate at such time as there remain no outstanding Multiple Voting Shares.

8.7 Ministerial Amendments

Notwithstanding the provisions of Section 8.6, the parties to this Agreement may in writing, at any time and from time to time, without the approval of the SVS Holders but subject to the approval of the TSX, amend or modify this Agreement to cure any ambiguity or to correct or supplement any provision contained in this Agreement or in any amendment to this Agreement that may be defective or inconsistent with any other provision contained in this Agreement or that amendment, or to make such other provisions in regard to matters or questions arising under this Agreement, as shall not adversely affect the interest of the SVS Holders.

8.8 Force Majeure

No party hereto shall be liable to the other parties hereto, or held in breach of this Agreement, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, general mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section 8.8.

8.9 Amendments only in Writing

No amendment to or modification or waiver of any of the provisions of this Agreement shall be effective unless made in writing and signed by all of the parties hereto.

8.10 Meeting to Consider Amendments

The Company, at the request of the Shareholders, shall call a meeting of SVS Holders for the purpose of considering any proposed amendment or modification requiring approval pursuant to Section 8.6.

8.11 Enurement

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, administrators, legal representatives, successors and permitted assigns. Except as specifically set forth in this Agreement, nothing in this Agreement is intended to or shall be deemed to confer upon any other person any rights or remedies under or by reason of this Agreement.

8.12 Notices

All notices and other communications among the parties hereunder shall be in writing and shall be deemed given if delivered personally or sent by registered mail, or by electronic mail or other form of recorded communication to the parties at the following addresses (or at such other address for such party as shall be specified in like notice):

(a) if to the Company:

900-1100 René-Lévesque Boulevard West
Montreal, Québec H3B 4N4

Attention: Philip Fayer
Email: [Redacted]

(b) if to Fayer Holdco:

900-1100 René-Lévesque Boulevard West
Montreal, Québec H3B 4N4

Attention: Philip Fayer
Email: [Redacted]

(c) If to Novacap TMT IV, Novacap International IV, NVC IV, Novacap TMT V, Novacap International V, Novacap TMT V-A, NVC V, NVC V-A or Novacap TMT V Co-Investment:

3400 Rue de l'Éclipse #700
Brossard, Québec J4Z 0P3

Attention: Pascal Tremblay, Bruno Duguay and Josiane Turcotte
Email: [Redacted]

(d) If to Caisse:

Édifice Jacques-Parizeau, 1000, place Jean-Paul-Riopelle
Montreal, Québec H2Z 2B3

Attention: Jacques Marchand
Email: [Redacted]

with a copy to [Redacted]

(e) If to the Trustee:

AST Trust Company (Canada)
2001, boul. Robert-Bourassa, Suite 1600
Montréal, QC H3A 1A6

Attention: Guy L'Espérance
Email: [Redacted]

8.13 Notice to SVS Holder

Any and all notices to be given and any documents to be sent to any SVS Holder may be given or sent to the address of such holder shown on the register of SVS Holders in any manner permitted by the by-laws of the Company from time to time in force in respect of notices to shareholders and shall be deemed to be received (if given or sent in such a manner) at the time specified in such by-laws, the provisions of which by-laws shall apply *mutatis mutandis* to notices or documents as aforesaid sent to such holders.

8.14 Further Acts

The parties hereto shall do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full force and effect to this Agreement.

8.15 Entire Agreement

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof.

8.16 Counterparts

This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same agreement. This Agreement may be signed and sent by fax copy or electronic means and such signature shall be valid and binding.

8.17 Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

8.18 Attornment

Each party hereto agrees (i) that any action or proceeding relating to this Agreement may (but need not) be brought in any court of competent jurisdiction in the Province of Québec situated in the judicial district of Montreal, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of such court; (ii) that it irrevocably waives any right to, and will not, oppose any such action or proceeding on any jurisdictional basis, including *forum non conveniens*; and (iii) not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from a Québec court as contemplated by this Section 8.18.

8.19 Day not a Business Day

Whenever any step and/or action shall be due, any period of time shall begin or end, any calculation is to be made or any other action is to be taken on, or as of, or from a period ending on, a day other than a Business Day, such step and/or action shall be made, such period of time shall begin or end, and such other actions shall be taken, as the case may be, on, or as of, or from a period ending on, the next succeeding Business Day.

8.20 Language

This Agreement was drafted in English and translated into French. The parties have executed the French language version of this Agreement and irrevocably agree that in case of discrepancy the French version shall take precedence.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

NUVEI CORPORATION

Per: /s/ Philip Fayer
Philip Fayer
Chief Executive Officer

WHISKEY PAPA FOX INC.

Per: /s/ Philip Fayer
Philip Fayer
President

NOVACAP MANAGEMENT INC., as general partner for NOVACAP TMT IV, L.P.

Per: /s/ Pascal Tremblay
Pascal Tremblay
President and Managing Partner TMT

Per: /s/ David Lewin
David Lewin
Senior Partner

[Signature Page - Coattail Agreement]

NOVACAP MANAGEMENT INC., as general partner for NOVACAP INTERNATIONAL TMT IV, L.P.

Per: /s/ Pascal Tremblay
Pascal Tremblay
President and Managing Partner TMT

Per: /s/ David Lewin
David Lewin
Senior Partner

NOVACAP MANAGEMENT INC., as general partner for NVC TMT IV, L.P.

Per: /s/ Pascal Tremblay
Pascal Tremblay
President and Managing Partner TMT

Per: /s/ David Lewin
David Lewin
Senior Partner

[Signature Page - Coattail Agreement]

NOVACAP MANAGEMENT INC., as general partner for NOVACAP TMT V, L.P.

Per: /s/ Pascal Tremblay
Pascal Tremblay
President and Managing Partner TMT

Per: /s/ David Lewin
David Lewin
Senior Partner

NOVACAP MANAGEMENT INC., as general partner for NOVACAP INTERNATIONAL TMT V, L.P.

Per: /s/ Pascal Tremblay
Pascal Tremblay
President and Managing Partner TMT

Per: /s/ David Lewin
David Lewin
Senior Partner

[Signature Page - Coattail Agreement]

NOVACAP MANAGEMENT INC., as general partner for NOVACAP TMT V- A, L.P.

Per: /s/ Pascal Tremblay
Pascal Tremblay
President and Managing Partner TMT

Per: /s/ David Lewin
David Lewin
Senior Partner

NOVACAP MANAGEMENT INC., as general partner for NVC TMT V, L.P.

Per: /s/ Pascal Tremblay
Pascal Tremblay
President and Managing Partner TMT

Per: /s/ David Lewin
David Lewin
Senior Partner

NOVACAP MANAGEMENT INC., as general partner for NVC TMT V-A, L.P.

Per: /s/ Pascal Tremblay
Pascal Tremblay
President and Managing Partner TMT

Per: /s/ David Lewin
David Lewin
Senior Partner

NOVACAP MANAGEMENT INC., as general partner for NOVACAP TMT V CO-INVESTMENT (NUVEI), L.P.

Per: /s/ Pascal Tremblay
Pascal Tremblay
President and Managing Partner TMT

Per: /s/ David Lewin
David Lewin
Senior Partner

CDP INVESTISSEMENTS INC.

Per: /s/ Jacques Marchand
Jacques Marchand
Vice President

Per: /s/ Catherine Beauchemin
Catherine Beauchemin
Senior Director, Private Placements - Quebec

[Signature Page - Coattail Agreement]

AST TRUST COMPANY (CANADA), as Trustee

Per: /s/ Francine Beauséjour
Francine Beauséjour
Relationship Manager

Per: /s/ Bertrand Gély
Bertrand Gély
Relationship Manager

[Signature Page - Coattail Agreement]

SCHEDULE A
ADOPTION AGREEMENT

To: Nuvei Corporation (the "**Company**")

And To: AST Trust Company (Canada) (the "**Trustee** ")

And To: The Shareholders under the Coattail Agreement (as defined below).

Reference is made to the coattail agreement dated as of September 22, 2020 (the "**Coattail Agreement**") among the Company, the Trustee and each Shareholder under the Coattail Agreement. Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Coattail Agreement.

The undersigned, ______________________________, hereby agrees to be a party to and bound by all of the terms, conditions, and other provisions of the Coattail Agreement as if the undersigned were an original party thereto and shall be considered a "Shareholder" for all purposes of the Coattail Agreement.

For the purposes of any notice under or in respect of the Coattail Agreement, the address of the undersigned is____.

DATED at_____________________ ,

this _____ day of _______________, 20___ _.

[SHAREHOLDER NAME]

Per: ____
Authorized Signatory

Exhibit 99.7

SHARE TRANSFER AGREEMENT

THIS AGREEMENT dated as of April 1, 2024.

AMONG:

NOVACAP TMT IV, L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**Novacap IV**"),

AND

NOVACAP INTERNATIONAL TMT IV, L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**Novacap Intl. IV**"),

AND

NVC TMT IV, L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**NVC IV**"),

AND

NOVACAP TMT V, L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**Novacap V**"),

AND

NOVACAP INTERNATIONAL TMT V, L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**Novacap Intl. V**"),

AND

NOVACAP TMT V-A, L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**Novacap V-A**"),

AND

NVC TMT V, L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**NVC V**"),

AND

NVC TMT V-A, L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**NVC V-A**"),

AND

NOVACAP TMT V CO-INVESTMENT (NUVEI), L.P.,

a limited partnership created under the laws of the Province of Québec,

(hereinafter called "**Novacap V Co-Investment**" and collectively with Novacap IV, Novacap Intl. IV, NVC IV, Novacap V, Novacap Intl. V, Novacap V-A, NVC V and NVC V-A, the "**Novacap Rollover Shareholders**"),

AND

NOVACAP TMT VI, L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**Novacap VI**")

AND

NOVACAP INTERNATIONAL TMT VI, L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**Novacap Intl. VI**")

AND

NOVACAP INTERNATIONAL VI-A, L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**Novacap Intl. VI-A**")

AND

NVC TMT VI, L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**NVC VI**")

AND

NVC TMT VI-A, L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**NVC VI-A**")

AND

NVC TMT VI (S.P.), L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**NVC VI (S.P.)**")

AND

NVC TMT VI-A (S.P.), L.P.,

a limited partnership created under the laws of the Province of Québec,
(hereinafter called "**NVC VI-A (S.P.)**")

AND

NVC INTERNATIONAL TMT VI, L.P.,

a limited partnership created under the laws of the Province of Québec,

(hereinafter called "**NVC Intl. VI**" and collectively with Novacap VI, Novacap Intl. VI, Novacap Intl. VI-A, NVC VI, NVC VI-A, NVC VI (S.P.), NVC VI-A (S.P.), the "**Novacap VI Entities"**)

AND

NEON MAPLE PURCHASER INC.,

a corporation governed by the *Canada Business Corporations Act*,
(hereinafter called "**Purchaser**"),

AND

NEON MAPLE PARENT INC.,

a corporation governed by the *Business Corporations Act* (Ontario),
(hereinafter called "**Parent**"),

WHEREAS:

A. Purchaser and Nuvei Corporation (the "**Company**") wish to enter into an arrangement agreement to be dated as of the date hereof (the "**Arrangement Agreement**") providing for, among other things, the acquisition by Purchaser (the "**Arrangement**") of all of the issued and outstanding subordinate voting shares (the "**Subordinate Voting Shares**") and multiple voting shares of the Company (the "**Multiple Voting Shares**" and together with the Subordinate Voting Shares, the "**Shares**"), other than the Novacap Shares (as defined below) and certain Shares held by certain shareholders (the "**Other Rollover Shareholders**") who have entered into a share transfer agreement or a share transfer and incentive award exchange agreement with Purchaser and Parent (together with this Share Transfer Agreement, the "**Rollover Agreements**") substantially concurrently herewith, by way of a plan of arrangement under Section 192 of the *Canada Business Corporations Act* (the "**Plan of Arrangement**");

B. Each Novacap Rollover Shareholder is the registered and/or beneficial owner of and has voting control or direction over the Shares set forth in Schedule A hereto (collectively, the "**Novacap Shares**");

C. Subject only to the occurrence of the Closing prior to a termination of this share transfer agreement (together with the Schedules and Exhibits attached hereto, the "**Agreement**") pursuant to Section 7 hereof and in accordance with, and effective at the respective times specified in, the Plan of Arrangement, each of the Novacap Rollover Shareholders will (i) sell to Purchaser, and Purchaser will purchase, directly or indirectly pursuant to the Holdco Alternative (as defined below), the Novacap Shares owned by each such Novacap Rollover Shareholder upon and subject to the terms of this Agreement, including the steps plan set out as part of Exhibit A (the "**Steps Plan**") in consideration for a combination of cash and the issuance by Purchaser of Series C1 or Series C2 non-voting common shares in the capital of Purchaser (the "**Purchaser Shares**") as set out in Section 1(4), and thereafter, (ii) sell such Purchaser Shares to Parent in exchange for a certain number of C1 or Series C2 non-voting common shares in the capital of Parent ("**Parent Non-Voting**

Shares") as set out in Section 1(5) and thereafter, (iii) exchange such Parent Non-Voting Shares for a certain number of C1 or Series C2 voting common shares in the capital of Parent ("**Parent Voting Shares**") as set out in Section 1(6);

D. The parties intend that the sale and purchase of the Novacap Shares, directly or indirectly pursuant to the Holdco Alternative (as defined below), in consideration for Purchaser Shares and cash and the subsequent sale and purchase of the Purchaser Shares to Parent in consideration for Parent Non-Voting Shares each governed by subsection 85(2) of the *Income Tax Act* (Canada) (the "**Tax Act**") (and the analogous provisions of any applicable provincial or territorial income tax law) and that the subsequent transfer of the Parent Non-Voting Shares to Parent in exchange for Parent Voting Shares shall occur on a tax-deferred basis for purposes of the Tax Act (and any applicable provincial or territorial income tax law);

E. Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement.

NOW THEREFORE, in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

Section 1 NOVACAP SUBSCRIPTION AND ACQUISITION OF NOVACAP SHARES

(1) On the day immediately prior to the Effective Date, the Novacap Rollover Shareholders shall subscribe, for cash consideration on terms and conditions set out in Exhibit B, in the aggregate, for the number of Parent Voting Shares set out opposite the reference "Novacap Rollover Shareholders" in Exhibit C, without requiring the Novacap Rollover Shareholders to guarantee or to be otherwise liable for any obligations or liabilities of Purchaser or Parent under the Arrangement Agreement or the Plan of Arrangement.

(2) On the Effective Date and at the time set forth in the Plan of Arrangement (the "**Rollover Closing**"), each Novacap Rollover Shareholder shall sell, transfer, assign and convey to Purchaser, and Purchaser shall purchase from each Novacap Rollover Shareholder, all direct and indirect right, title and interest of each Novacap Rollover Shareholder in and to the Novacap Shares for a purchase price determined as provided in Section 1(3) of this Agreement.

(3) The aggregate purchase price of the Novacap Shares shall be the product of (A) the number of Novacap Shares multiplied by (B) the per Share consideration in cash set forth in the definition of Consideration in the Plan of Arrangement.

(4) The aggregate purchase price for the Novacap Shares held directly, or indirectly pursuant to the Holdco Alternative (as defined below), by each Novacap Rollover Shareholder shall be satisfied by Purchaser on the Effective Date and at the time specified in the Plan of Arrangement:

(a) as to a percentage of the aggregate purchase price that is equal to such Novacap Rollover Shareholder's Rollover Percentage (as defined below), by the allotment and issuance by Purchaser of a number of Purchaser Shares to such Novacap Rollover Shareholder, at a subscription price for each Purchaser

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Share issued on the Effective Date equal to the subscription price for all other such shares issued on such date; and

(b) as to the remainder of the aggregate purchase price, by an aggregate amount in cash payable at Closing by the Depositary in the same manner as other shareholders of the Company pursuant to the Plan of Arrangement.

In this Agreement, "**Rollover Percentage**" means, for each Novacap Rollover Shareholder, a fraction, the numerator of which is (i) such Novacap Rollover Shareholder's percentage interest in Parent following completion of the transactions contemplated by the Arrangement Agreement and this Agreement as set forth in Schedule B multiplied by (ii) the aggregate subscription price paid by investors subscribing for shares of Parent at or prior to the Closing in accordance with the Steps Plan and Exhibit C (in cash, Purchaser Shares or otherwise, without duplication), and the denominator of which is (iii) the per Share consideration in cash set forth in the definition of Consideration in the Plan of Arrangement, multiplied by (iv) the number of such Novacap Rollover Shareholder's Novacap Shares. For illustrative purposes only, an example of the Rollover Percentage calculation is set out in Exhibit D hereto.

(5) Following the issuance of Purchaser Shares to each Novacap Rollover Shareholder, on the Effective Date and at the time set forth in the Plan of Arrangement, each Novacap Rollover Shareholder shall sell, transfer, assign and convey to Parent and Parent shall purchase from each Novacap Rollover Shareholder all right, title and interest of each Novacap Rollover Shareholder in and to the Purchaser Shares received pursuant to Section 1(4)(a) in exchange for the allotment and issuance to each Novacap Rollover Shareholder the number of Parent Non-Voting Shares set out on Schedule B.

(6) Following the acquisition of Parent Non-Voting Shares by each Novacap Rollover Shareholder, on the Effective Date and following completion of the steps set forth in the Plan of Arrangement, each Novacap Rollover Shareholder shall sell, transfer, assign and convey to Parent, and Parent shall purchase from each Novacap Rollover Shareholder for cancellation, all right, title and interest of each Novacap Rollover Shareholder in and to the Parent Non-Voting Shares received pursuant to Section 1(5) in exchange for the allotment and issuance to each Novacap Rollover Shareholder of the number of Parent Voting Shares set out on Schedule B.

(7) Each party agrees to execute any and all further documents and writings, and to perform such other actions, which may be or become reasonably necessary to make effective and carry out this Agreement, customary for transactions of this type and kind, including a definitive shareholders' agreement (the "**Shareholders' Agreement**") and for other matters referenced on Exhibit A hereto (collectively, including the Shareholders' Agreement, the "**Additional Agreements**"), (a) in the case of the Shareholders' Agreement, on terms and conditions consistent in all respects with those set forth on Exhibit A hereto, (b) in the case of the Steps Plan, consistent in all material respects with the steps set forth on Exhibit A hereto, and (c) in each case on such other terms and conditions as the parties shall negotiate in good faith consistent in all material respects with this Agreement and the other Exhibits hereto. By executing this Agreement, the Novacap Rollover Shareholders hereby agree to consummate the Rollover Closing and the other transactions contemplated by this Agreement and the Plan of Arrangement regardless of whether the Additional Agreements have been agreed and entered into at or immediately prior to the Rollover Closing. In the event the parties do not enter into the

Shareholders' Agreement or similar Additional Agreement governing all matters referenced in Exhibit A prior to the Rollover Closing, it is agreed to and understood by the parties hereto that the terms and conditions in Exhibit A shall govern and become effective and operative at the Rollover Closing until such time as the parties enter into such Additional Agreement(s), as the case may be.

(8) The Novacap Rollover Shareholders, acting together, may, at their sole discretion, elect in respect of all (but not less than all) of the Novacap Shares, by notice in writing provided to Purchaser not later than 5:00 p.m. (Montréal time) on the twentieth (20th) Business Day prior to the Effective Date, to sell to Purchaser all (but not less than all) of the issued shares of one and the same corporation ("**Qualifying Holdco**"), in lieu of such Novacap Shares, which shares of Qualifying Holdco shall not be comprised of more than two classes of shares, one class of common shares and one class of preferred shares, and shall meet the conditions described below (the "**Holdco Alternative**"):

(a) such Qualifying Holdco was incorporated under the CBCA not earlier than the date of this Agreement, unless written consent is obtained from Purchaser, such consent not to be unreasonably withheld, conditioned or delayed;

(b) such Qualifying Holdco is a single purpose corporation that has not carried on any business, has no employees, has not held or does not hold any assets other than the Novacap Shares and a nominal amount of cash, has never entered into any transaction other than those relating to and necessary for the ownership of the Novacap Shares, for the avoidance of doubt, including transactions relating to the extraction of safe income, or, with Purchaser's consent (not to be unreasonably withheld, conditioned or delayed), such other transactions as are necessary to facilitate those transactions described in the Plan of Arrangement;

(c) at the Effective Time, such Qualifying Holdco has no liabilities or obligations of any kind whatsoever (except to Purchaser and the Company under the terms of the Holdco Alternative);

(d) at the Effective Time, such Qualifying Holdco will not have unpaid declared dividends and, prior to the Effective Time, such Qualifying Holdco shall not have paid any dividends or other distributions, other than an increase in stated capital, a stock dividend or a dividend paid through the issuance of a promissory note with a determined principal amount and any such promissory note issued in relation to the payment of any such dividend shall no longer be outstanding as of the Effective Time or any other transactions effected in relation to the extraction of safe income;

(e) such Qualifying Holdco shall have no shares outstanding other than the shares being disposed of to Purchaser by the Novacap Rollover Shareholders, who shall be the sole beneficial owners of such shares;

(f) at all times such Qualifying Holdco shall be a resident of Canada for the purposes of the Tax Act and shall not be a resident of, and shall have no taxable presence in, any other country;

(g) the Novacap Rollover Shareholders shall at their cost and in a timely manner prepare and file all income Tax Returns of such Qualifying Holdco in respect of the taxation year of such Qualifying Holdco ending in connection with the acquisition of such Qualifying Holdco by Purchaser (as well as all income tax returns, if any, of such Qualifying Holdco in respect of prior taxation years, if any), subject to Purchaser's right to review and approve all such Tax Returns as to form and substance (such approval not to be unreasonably withheld, conditioned or delayed);

(h) each Novacap Rollover Shareholder shall indemnify the Company and Purchaser, and any successor thereof, for any and all liabilities of the Qualifying Holdco (other than Tax liabilities of the Qualifying Holdco that arise as a result of an event arising after the Effective Date and that are not in respect of any taxation period ending on or prior to the Effective Date) in a form satisfactory to Purchaser, acting reasonably; the Company and/or Purchaser shall first afford a reasonable opportunity to the Novacap Rollover Shareholders to comment and participate in the process of defending any proposed assessment or reassessment, notice of assessment or reassessment or any claim in respect of which the Novacap Shareholders could be required to make a payment under this clause. Neither Purchaser nor the Company is authorized to settle or otherwise compromise, without the Novacap Shareholders' prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, any matter which could give rise to a claim under this clause;

(i) the Novacap Rollover Shareholders will be required to enter into a share purchase agreement and other ancillary documentation containing representations and warranties equivalent in substance to those set forth at Section 4(1) hereof, and representations and warranties in respect of the status of the Qualifying Holdco as set forth in this Section 1(8)(b) to (f), and customary covenants acceptable to Purchaser, acting reasonably;

(j) the Novacap Rollover Shareholder will provide the Company and Purchaser with copies of all documents necessary to effect the transactions contemplated herein on or before the fifteenth (15th) Business Day preceding the Effective Date, the completion of which will, to the knowledge of the Novacap Rollover Shareholders, comply with applicable Laws (including Securities Laws) at or prior to the Effective Time; and

(k) the entering into or implementation of the Holdco Alternative: (i) will not require Purchaser or the Company to obtain any approvals from a Governmental Entity; (ii) will not delay the date of the Meeting; (iii) will not impede, materially delay or prevent the satisfaction of any other conditions set forth in the Arrangement Agreement or the consummation of the Arrangement; and (iv) will not result in any delay in completing any other transaction contemplated by this Agreement or the Arrangement Agreement.

Any Novacap Rollover Shareholder who elects the Holdco Alternative will be required to make full disclosure to Purchaser of all transactions involved in such Holdco Alternative (including but not limited to, for greater certainty, in respect of any increases in stated capital, stock dividends or dividends-in-kind). In the event that the Holdco Alternative is elected by the Novacap Rollover Shareholders in accordance with this Section 1(8), the

provisions of Section 1(3) and Section 1(4), Section 2 and Section 3(1) hereof shall be deemed to be adjusted, *mutatis mutandis*, to provide for the sale of shares of such Qualifying Holdco.

Section 2 ELECTION UNDER THE TAX ACT

(1) It is intended that the transfer of Novacap Shares and shares of a Qualifying Holdco to Purchaser hereunder by each Novacap Rollover Shareholder may occur on a fully or partially tax-deferred basis for purposes of the Tax Act and applicable provincial or territorial income tax statutes as may be determined by each Novacap Rollover Shareholder in its sole discretion. Each Novacap Rollover Shareholder shall be entitled to make a joint income tax election with Purchaser pursuant to subsection 85(2) of the Tax Act (and any analogous provision of provincial or territorial income tax law) (a "**Section 85 Election**") with respect to the transfer of Novacap Shares and shares of a Qualifying Holdco to Purchaser. Within the earlier of (a) ninety (90) days following the Effective Time and (b) February 15 of the calendar year following the calendar year in which the Effective Time occurs, Purchaser and the Company shall provide each Novacap Rollover Shareholder with such information (the "**Election Information**") with respect to Purchaser and the Company as is required to enable the Novacap Rollover Shareholder to complete the prescribed election forms. Provided that two (2) signed copies of the prescribed election forms are delivered by a Novacap Rollover Shareholder to Purchaser on or before thirty (30) days after the date on which Purchaser and the Company provide the Election Information to the Novacap Rollover Shareholders, duly completed with the details of the Novacap Shares purchased from such Novacap Rollover Shareholder and the elected amount for purposes of the election in respect of such Novacap Shares, and subject to such election forms complying with applicable Law, Purchaser shall have such forms signed by an appropriate signing officer of Purchaser and returned to such Novacap Rollover Shareholder within twenty (20) days after delivery of such election forms to Purchaser for filing by the Novacap Rollover Shareholder with the relevant tax authorities. Such Novacap Rollover Shareholder shall file each of such elections in the form and within the time required by applicable Law. Except for the foregoing obligations, Purchaser shall have no responsibility whatsoever and will not in any way be obligated to indemnify a Novacap Rollover Shareholder in respect of any losses that may be suffered by reason of any inaccuracy or incompleteness of any such election forms and such Novacap Rollover Shareholder shall be responsible for any Taxes (including, for greater certainty, any interest and penalties) assessed under the Tax Act or any other relevant provincial or territorial legislation arising out of or by virtue of the execution or filing of such election by the Novacap Rollover Shareholder.

(2) It is intended that the transfer of Purchaser Shares by each Novacap Rollover Shareholder to Parent hereunder occur on a fully or partially tax-deferred basis for purposes of the Tax Act and applicable provincial or territorial income tax statutes as may be determined by each such Novacap Rollover Shareholder in its sole discretion. Each Novacap Rollover Shareholder shall be entitled to make a Section 85 Election with respect to the transfer of Purchaser Shares to Parent in consideration for Parent Non-Voting Shares and the provisions of Section 2(1) of this Agreement shall apply to with respect to the making of any such Section 85 Election *mutatis mutandis.*

Section 3 STATED CAPITAL

(1) In respect of the issuance of Purchaser Shares in full or partial consideration for the transfer of Novacap Shares by each of the Novacap Rollover Shareholders to Purchaser hereunder, Purchaser shall add to the stated capital account maintained for its Series C1 non-voting common shares and Series C2 non-voting common shares, in accordance with the provisions of section 26 of the *Canada Business Corporations Act,* an amount equal to the fair market value of the Novacap Shares immediately prior to the transfer of such shares to Purchaser pursuant to Section 1(2) of this Agreement less the amount of cash described in Section 1(4)(b). Purchaser and the Novacap Rollover Shareholders acknowledge that the amount added to the "paid-up capital" of the Series C1 non-voting common shares and Series C2 non-voting common shares of Purchaser for purposes of the Tax Act in respect of the issuance of Purchaser Shares to the Novacap Rollover Shareholders may be less than the amount added to the stated capital, including by virtue of the filing of any Section 85 Election in accordance with Section 2 hereof.

(2) In respect of the issuance of Parent Non-Voting Shares in consideration for the transfer of Purchaser Shares by each of the Novacap Rollover Shareholders to Parent hereunder, Parent shall add to the stated capital account maintained for its Series C1 non-voting common shares and Series C2 non-voting common shares, in accordance with the provisions of section 24 of the *Business Corporations Act* (Ontario), an amount equal to the fair market value of the Purchaser Shares immediately prior to the transfer of such shares to Parent pursuant to Section 1(5) of this Agreement. Parent and the Novacap Rollover Shareholders acknowledge that the amount added to the "paid-up capital" of the Series C1 non-voting common shares and Series C2 non-voting common shares of Parent for purposes of the Tax Act in respect of the issuance of Parent Non-Voting Shares to the Novacap Rollover Shareholders may be less than the amount added to the stated capital, including by virtue of the filing of any Section 85 Election in accordance with Section 2 hereof.

(3) In respect of the issuance of Parent Voting Shares in consideration for the transfer of Parent Non-Voting Shares by each of the Novacap Rollover Shareholders to Parent hereunder for cancellation, Parent shall add to the stated capital account maintained for its Series C1 voting common shares and Series C2 voting common shares, in accordance with the provisions of section 24 of the *Business Corporations Act* (Ontario), an amount equal to the fair market value of the Parent Non-Voting Shares immediately prior to the transfer of such shares to Parent pursuant to Section 1(6) of this Agreement. Parent and the Novacap Rollover Shareholders acknowledge that the amount added to the "paid-up capital" of the Series C1 voting common shares and Series C2 voting common shares of Parent for purposes of the Tax Act in respect of the issuance of Parent Voting Shares to the Novacap Rollover Shareholders may be less than the amount added to the stated capital.

Section 4 REPRESENTATIONS AND WARRANTIES

(1) Each Novacap Rollover Shareholder represents and warrants to Purchaser and Parent as follows as of the date hereof and as of the Rollover Closing, and acknowledges that each of Purchaser and Parent is relying upon such representations and warranties in entering into this Agreement and the Arrangement Agreement:

(a) it is a limited partnership duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation and it has all requisite corporate or other power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and no other corporate or other proceedings on its part are necessary to authorize this Agreement;

(b) this Agreement has been duly executed and delivered by the Novacap Rollover Shareholder and constitutes a legal, valid and binding agreement of the Novacap Rollover Shareholder enforceable against it in accordance with its terms subject only to (i) any limitation on enforcement under Laws relating to bankruptcy, winding-up, insolvency, reorganization, arrangement or other Law affecting the enforcement of creditors' rights generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction and the execution and delivery of this Agreement by the Novacap Rollover Shareholder, and performance of its obligations hereunder do not and will not (i) contravene, conflict with, or result in a violation or breach of the Novacap Rollover Shareholder's Constating Documents, or (ii) to its knowledge, contravene, conflict with or result in a violation or breach of Law;

(c) other than the Novacap Shares set forth opposite its name in Schedule A, the Novacap Rollover Shareholder does not own of record or beneficially, or exercise control or direction over, or hold any right to acquire, any securities or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates;

(d) the Novacap Rollover Shareholder is the sole legal and beneficial owner of the Novacap Shares set forth opposite its name in Schedule A;

(e) none of the Novacap Shares (or, the shares of a Qualifying Holdco, as the case may be), Purchaser Shares or the Parent Non-Voting Shares is (or will be at the time of their disposition) "taxable Canadian Property" within the meaning of the Tax Act;

(f) except as contemplated in the Arrangement Agreement, under this Agreement and under the support and voting agreement dated as of the date hereof among the Novacap Rollover Shareholders and Purchaser (the "**Support and Voting Agreement**"), the Novacap Rollover Shareholder is and will be, immediately prior to the Effective Time on the Effective Date, the legal and beneficial owner of its Novacap Shares, with good and marketable title thereto, free and clear of any and all hypothecs, mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever;

(g) no Person has any agreement or option, or any right or privilege (whether by law, pre- emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Novacap Shares, or any interest therein or right thereto, except pursuant to this Agreement, the Arrangement Agreement or the Support and Voting Agreement;

(h) the Novacap Rollover Shareholder has the sole and exclusive right to enter into this Agreement and to sell and vote or direct the sale and voting of its Novacap Shares as contemplated herein and in the Support and Voting Agreement;

(i) except for the amended and restated investor rights agreement dated October 4, 2021 between the Company, Whiskey Papa Fox Inc., the Novacap Rollover Shareholders and CDP Investissements Inc., this Agreement and the Support and Voting Agreement, none of its Novacap Shares is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind;

(j) no consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by the Novacap Rollover Shareholder in connection with the execution, delivery or performance of this Agreement (other than pursuant to the requirements of applicable Securities Laws); and

(k) there are no legal Proceedings in progress or pending before any Governmental Entity or, to its knowledge, threatened against the Novacap Rollover Shareholder or any judgment, decree or order against the Novacap Rollover Shareholder that would materially adversely affect in any manner the ability of the Novacap Rollover Shareholder to enter into this Agreement and to perform its obligations hereunder.

(2) Purchaser and Parent each hereby solidarily represents and warrants to each Novacap Rollover Shareholder as of the date hereof and as of the Rollover Closing as follows, and acknowledges that each Novacap Rollover Shareholder is relying upon such representations and warranties in entering into this Agreement:

(a) it is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and it has all requisite corporate power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and no other corporate proceedings on its part are necessary to authorize this Agreement;

(b) each of Purchaser and Parent is a single purpose corporation that, except in respect of or as contemplated by the Arrangement, the Arrangement Agreement, this Agreement, the Rollover Agreements and the Steps Plan, (i) has not carried on any business; (ii) has no employees; (iii) has not held or does not hold any assets; and (iv) has no contingent or outstanding liabilities and has never entered into any transaction other than those incidental to the incorporation and organization of the Parent and Purchaser, including the subsidiaries of Parent set out in the Steps Plan, and entering into of the Arrangement Agreement and other agreements incidental to the consummation of the Arrangement and the Financing necessary to consummate the Arrangement;

(c) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding agreement of itself enforceable against it in accordance with its terms subject only to (i) any limitation on enforcement under Laws

relating to bankruptcy, winding-up, insolvency, reorganization, arrangement or other Law affecting the enforcement of creditors' rights generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;

(d) the execution and delivery of this Agreement by it, and performance of its obligations hereunder do not and will not (i) contravene, conflict with, or result in a violation or breach of its Constating Documents, or (ii) assuming satisfaction of, or compliance with, the matters referred to in Paragraph (4) of Schedule D of the Arrangement Agreement, contravene, conflict with or result in a violation or breach of Law; except as would not, individually or in the aggregate, materially delay, impede or prevent its ability to consummate the Arrangement and the transactions contemplated thereby;

(e) no consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by it in connection with the execution, delivery or performance of this Agreement;

(f) there are no legal Proceedings in progress or pending before any Governmental Entity or, to its knowledge, threatened against it or any judgment, decree or order against it that would materially adversely affect in any manner its ability to enter into this Agreement and to perform its obligations hereunder;

(g) at all relevant times, each of Purchaser and Parent is a "taxable Canadian corporation", within the meaning of the Tax Act;

(h) the Purchaser Shares have been duly authorized and reserved for issuance and, when issued on the Rollover Closing in accordance with the terms hereof, will be validly issued as fully paid and non-assessable shares of Purchaser, free and clear of any and all hypothecs, mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever other than (i) those arising under the Shareholders' Agreement, (ii) those arising under the constating documents of Purchaser, (iii) restrictions on transfer arising under applicable Securities Laws or (iv) those securing any obligations of the Novacap Rollover Shareholder or an affiliate thereof (to the extent the Novacap Rollover Shareholders or any such affiliate have taken any steps in that respect);

(i) the Parent Non-Voting Shares have been duly authorized and reserved for issuance and, when issued in accordance with the terms hereof, will be validly issued as fully paid and non-assessable shares of Parent, free and clear of any and all hypothecs, mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever other than (i) those arising under the Shareholders' Agreement, (ii) those arising under the constating documents of Parent, (iii) restrictions on transfer arising under applicable Securities Laws or (iv) those securing any obligations of the Novacap Rollover Shareholder or an affiliate thereof (to the extent the Novacap Rollover Shareholders or any such affiliate have taken any steps in that respect);

(j) the Parent Voting Shares have been duly authorized and reserved for issuance and, when issued in accordance with the terms hereof, will be validly issued as fully paid and non-assessable shares of Parent, will have the attributes set out in Exhibit C and will be free and clear of any and all hypothecs, mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever other than (i) those arising under the Shareholders' Agreement, (ii) those arising under the constating documents of Parent, (iii) restrictions on transfer arising under applicable Securities Laws or (iv) those securing any obligations of the Novacap Rollover Shareholder or an affiliate thereof (to the extent the Novacap Rollover Shareholders or any such affiliate have taken any steps in that respect);

(k) Parent is an indirect owner of all of the outstanding shares of Purchaser as outlined in the Steps Plan;

(l) a true and complete copy of each of the Rollover Agreements to be entered into concurrently with this Agreement by Purchaser and Parent with the Other Rollover Shareholders has been remitted to the Novacap Rollover Shareholders; and

(m) immediately following (i) the subscription set forth in Section 1(1) and (ii) the Effective Time and after giving effect to the transactions contemplated by the Plan of Arrangement and the Rollover Agreements, the authorized share capital of Parent will consist of securities set forth in Exhibit C, of which only the securities set forth in Exhibit C will be issued and registered in the name of the holders set out therein.

Section 5 TRANSFERABILITY

(1) Except for the transactions described herein and in the Plan of Arrangement, and except as otherwise provided in this Section 5, the Novacap Rollover Shareholders shall not, directly or indirectly, sell, transfer, assign, pledge, convert into Subordinate Voting Shares or otherwise dispose of (whether with or without consideration and whether voluntarily or involuntarily by operation of law) any of the Novacap Shares or any interest therein (each, an "**Impermissible Transaction**"). Notwithstanding the foregoing or any other provision contained herein, but subject to the obligations of the Novacap VI Entities pursuant to Section 5(2), each Novacap Rollover Shareholder may sell, transfer, assign, pledge or otherwise dispose of some or all of its interest in the shares of Qualifying Holdco to one or more affiliates of such Novacap Rollover Shareholder, including but not limited to one or more Novacap VI Entities (each, a "**Transferee**"), without the prior consent of Purchaser or Parent, provided that each such Transferee agrees to become a party to and be bound by this Agreement upon consummation of such sale, transfer or assignment.

(2) Notwithstanding the foregoing or any other provision contained herein (including the Schedules hereto), the Novacap VI Entities acknowledge and agree that, as of the Rollover Closing, they alone or with one or more affiliates of the Novacap Rollover Shareholders will collectively hold Novacap Shares acquired from the Novacap Rollover Shareholders, whether directly or indirectly through the acquisition of shares of Qualifying Holdco, with a value of not less than $200 million funded from cash capital contributions to such Novacap VI Entities or such affiliates, with no less than $150 million of such

amount held solely by Novacap VI Entities (such values to be determined based on the per Share consideration in cash set forth in the definition of Consideration in the Plan of Arrangement).

(3) Any Impermissible Transaction shall be null and void ab initio, and the parties shall instruct the Company to instruct its transfer agent and other third parties not to, record or recognize any such Impermissible Transaction on the share register or other books and records of the Company.

Section 6 ARRANGEMENT AGREEMENT

The parties hereby acknowledge and agree that Purchaser may, in its sole and absolute discretion, modify or waive any term or condition of or amend or supplement the Arrangement Agreement in such manner as Purchaser considers, in its sole and absolute discretion, necessary or desirable, provided that any such modification, waiver, amendment or supplement shall not, without the prior consent of the Novacap Rollover Shareholders, reasonably be expected to have a material adverse effect on the transactions contemplated by this Agreement or on the economic interests of the Novacap Rollover Shareholders, including a decrease in the per share Consideration payable under the Arrangement or a change in the form of such Consideration, or be adverse to the Novacap Rollover Shareholders in a manner disproportionate to all other Shareholders or the Other Rollover Shareholders.

Section 7 TERMINATION AND SURVIVAL

(1) This Agreement shall be automatically terminated and be of no further force or effect upon the valid termination of the Arrangement Agreement in accordance with its terms, except that in the case of a breach of this Agreement which occurred prior to such termination, the terms set out in Section 8 shall survive.

(2) All covenants, representations, warranties and agreements contained in this Agreement shall survive the Rollover Closing and shall continue in full force and effect for the benefit of the party to whom such covenants, representations and warranties are given until the date that is two years after the date of the Rollover Closing.

Section 8 SPECIFIC PERFORMANCE AND OTHER EQUITABLE REMEDIES

(1) The parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek injunctive relief, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for proof of damages or for the securing or posting of any bond in connection with the obtaining of any such relief. The rights set forth in this Section 8, including rights of specific performance and enforcement, subject to Section 8(2), are in addition to any other remedy to which the parties may be entitled at Law or in equity. None of the parties shall object to the granting of injunctive relief, specific performance or other equitable relief on the basis that there exists an adequate remedy at Law.

(2) Each party hereby agrees not to raise any objections to the availability of the equitable remedies provided for herein and the parties further agree that (a) by seeking the

remedies provided for in this Section 8, a party shall not in any respect waive its right to seek any other form of relief that may be available to a party under this Agreement (including monetary damages), and (b) neither the commencement of any Proceeding pursuant to this Section 8 nor anything set forth in this Section 8 shall restrict or limit any party's right to pursue any other remedies under this Agreement that may be available then or thereafter.

Section 9 GENERAL PROVISIONS

(1) Time is of the essence in this Agreement. The mere lapse of time in the performance of the terms of this Agreement by any party will have the effect of putting such party in default in accordance with Articles 1594 to 1600 of the Civil Code of Québec.

(2) This Agreement is intended to be and shall be and operate as an immediate, irrevocable, and effective transfer and assignment of the Novacap Shares by each Novacap Rollover Shareholder to Purchaser, of the Purchaser Shares by each Novacap Rollover Shareholder to Parent, and of the Parent Non-Voting Shares by each Novacap Rollover Shareholder to Parent, in each case as at the time specified herein and in the Plan of Arrangement. The parties agree to do all such other acts and things as may be necessary to give effect to the provisions hereof, and without limiting the generality of the foregoing, to validly and effectively transfer the Novacap Shares from each Novacap Rollover Shareholder to Purchaser as at the Rollover Closing.

(3) This Agreement will be governed by and interpreted and enforced in accordance with the Laws of the Province of Québec and the federal Laws of Canada applicable therein. Each party to this Agreement irrevocably attorns and submits to the exclusive jurisdiction of the Québec courts situated in the City of Montreal and waives objection to the venue of any Proceeding in such court or that such court provides an inconvenient forum.

(4) Any notice, or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or email sent to and addressed:

(i) if to Purchaser or Parent:

Neon Maple Purchaser Inc. / Neon Maple Parent Inc.
c/o Advent International, L.P.
Prudential Tower, 800 Boylston Street
Boston, MA 02199-8069

Attention: Amanda McGrady Morrison
Email: [Redacted]

with a copy to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, Ontario M5L 1A9

Attention: Shlomi Feiner and Catherine Youdan
Email: [Redacted]

and to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022

Attention: Willard S. Boothby, P.C. and Frances D. Dales
Email: [Redacted]

(ii) if to the Novacap Rollover Shareholders:

c/o Novacap Management Inc.
700-3400 de l'Éclipse Street
Brossard, Québec J4Z 0P3

Attention: Pascal Tremblay, President and Chief Executive Officer, Managing Partner, David Lewin, Senior Partner, and Maxime Charbonneau, Principal, Legal Affairs
Email: [Redacted]

with a copy to:

Fasken Martineau DuMoulin LLP
800 Square-Victoria, Suite 3500
Montréal, Québec H3C 0B4

Attention: Michel Boislard and Marie-Josée Neveu
Email: [Redacted]

Any notice or other communication is deemed to be given and received (a) if sent by personal delivery or same day courier, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (b) if sent by overnight courier at or prior to the courier's stated time for enabling next business day delivery, on the next Business Day, or (c) if sent by email, on the date such email was sent if it is a Business Day and such email was sent prior to 5:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day (provided in the case of email that no "bounceback" or notice of non-delivery is received by the sender within thirty (30) minutes of the time of sending). A party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the party at its changed address. Any element of a party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a party.

(5) The provisions of this Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto and the Company (the Company's

consent not to be unreasonably withheld, conditioned or delayed), other than as set forth at Section 5 with regard to the Novacap Rollover Shareholders, and except that Purchaser may assign its rights under this Agreement in whole or in part without the prior written consent of the Novacap Rollover Shareholders to the Financing Sources as collateral security for the obligations of Purchaser or its affiliates, as the case may be, to such financiers, provided, however, that no such assignments shall relieve Purchaser or Parent of their respective obligations hereunder.

(6) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

(7) This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by all of the parties hereto and with the prior written consent of the Company (the Company’s consent not to be unreasonably withheld, conditioned or delayed).

(8) Purchaser and Parent hereby undertake not to, without the prior written consent of the Novacap Rollover Shareholders (not to be unreasonably withheld, conditioned or delayed) and the Company (the Company’s consent not to be unreasonably withheld, conditioned or delayed), modify or waive any material term or condition of or amend or supplement in any material respect any of the other Rollover Agreements.

(9) This Agreement and the Support and Voting Agreement constitute an understanding between the parties hereto with respect to the subject matter hereof and supersede any prior agreement, representation or understanding with respect thereto.

(10) All references to dollars or to $ are references to U.S. dollars, unless specified otherwise. All amounts and references to cash are to be denominated and paid in U.S. dollars, unless specified otherwise.

(11) The provisions of this Agreement and all ancillary and related documents thereto have been freely negotiated and the parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

(12) The parties expressly acknowledge that it is their express wish that this Agreement and all ancillary and related documents thereto be drafted in the English language. *Les parties aux présentes confirment que ce contrat a été librement négocié et les parties confirment également leur volonté expresse que la présente entente et tous les documents qui y sont accessoires soient rédigés en anglais.*

(13) Except as required by applicable Laws or regulations or by any Governmental Entity or in accordance with the requirements of any stock exchange, no party shall make any public announcement or statement with respect to this Agreement without the approval of the other party, which shall not be unreasonably conditioned, withheld or delayed. Moreover, the parties agree to consult with each other prior to issuing each public announcement or

statement with respect to this Agreement or that refers to the Novacap Rollover Shareholders in connection with the Arrangement and to provide each other with a reasonable opportunity to review and comment on any draft of such public announcement or statement and to reasonably consider any such comments, subject to the overriding obligations of applicable Laws. Subject to the foregoing, each party hereby consents to the disclosure of the substance of this Agreement in any press release, documents filed with the Court in connection with the Arrangement or any filing pursuant to applicable Securities Laws, including the Circular and the Schedule 13E-3.

(14) If at any time after Closing, Purchaser, Parent or any Novacap Rollover Shareholder determines, or becomes aware that an "advisor" (as is defined for purposes of section 237.3 or section 237.4 of the Tax Act) or any other person has determined, that any transaction forming part of the same series of transactions as those contemplated by this Agreement is subject to the reporting requirements under section 237.3 or the notification requirements under section 237.4 of the Tax Act, including as a result of any future amendments or proposed amendments to such provisions, and any provincial equivalents (in this Section 9(14), the "**Disclosure Requirements**"), Purchaser, Parent or the Novacap Rollover Shareholders, as the case may be, shall promptly inform the other Party of its intent, or any other person's intent, to comply with the Disclosure Requirements and the Parties will cooperate with respect to determining the applicability of such requirements. In the event that, following such cooperation, it is ultimately determined that any Party is required to file any applicable information return and/or disclosure in accordance with the Disclosure Requirements (in this Section 9(14), in each case, a "**Mandatory Disclosure**"), each Party required to file a Mandatory Disclosure (in this Section 9(14), a "**Disclosing Party**") shall submit to the other Party a draft of such Mandatory Disclosure at least 30 days before the date on which such Mandatory Disclosure is required by Law to be filed, and such other Party shall have the right to make reasonable comments or changes on such draft by communicating such comments or changes in writing to the Disclosing Party at least 15 days before the date on which such Mandatory Disclosure is required by Law to be filed. The Disclosing Party shall consider in good faith any such comments or changes proposed by the other Party and shall incorporate such comments or changes which the Disclosing Party determines are reasonable and in accordance with Law. This provision shall also apply, mutatis mutandis, if any Party intends, or becomes aware of any person's intention, to file, in relation to any transaction forming part of the same series of transactions as those contemplated by this Agreement, any disclosure on a voluntary basis, including pursuant to the proposed subsection 237.3(12.1) of the Tax Act and any provincial equivalent.

(15) Nothing contained in this Agreement shall be deemed to vest in Purchaser any direct or indirect ownership or incidence of ownership of or with respect to Novacap Shares prior to the Rollover Closing. All rights and all ownership and economic benefits of and relating to the Novacap Shares shall remain vested in and belong to the applicable Novacap Rollover Shareholder and nothing herein shall, or shall be construed to, grant the Parent or Purchaser any power, sole or shared, to direct or control the voting or, subject to Section 5, the disposition of any such Novacap Shares.

(16) Each party will pay for its own fees, costs and expenses (including the fees, costs and expenses of legal counsel, accountants and other advisors) incurred by such party in connection with this Agreement.

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(17) In the event of any conflict between the terms of this Agreement and the Arrangement Agreement, the terms of the Arrangement Agreement will prevail and the parties hereto will forthwith cause any necessary alternations to be made to this Agreement so as to resolve the conflict.

(18) This Agreement may be executed in any number of counterparts (including counterparts executed and delivered by electronic means) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first mentioned above.

NOVACAP MANAGEMENT INC., as general partner for NOVACAP TMT IV, L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NOVACAP INTERNATIONAL TMT IV, L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NVC TMT IV, L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NOVACAP TMT V, L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NOVACAP INTERNATIONAL TMT V, L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NOVACAP TMT V-A, L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NVC TMT V, L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NVC TMT V-A, L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NOVACAP TMT V CO-INVESTMENT (NUVEI), L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NOVACAP TMT VI, L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NOVACAP INTERNATIONAL TMT VI, L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NOVACAP INTERNATIONAL TMT VI-A, L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NVC TMT VI, L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NVC TMT VI-A, L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NVC TMT VI (S.P.), L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NVC TMT VI-A (S.P.), L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NOVACAP MANAGEMENT INC., as general partner for NVC INTERNATIONAL TMT VI, L.P.

By: /s/ Pascal Tremblay
Pascal Tremblay
President and CEO, Managing Partner

NEON MAPLE PURCHASER INC.

By: /s/ Ben Scotto
Ben Scotto
President

NEON MAPLE PARENT INC.

By: /s/ Ben Scotto
Ben Scotto
President

Schedule A

Rollover Shareholder Shares

[Omitted.]

Schedule B

Interest in Parent Following Completion of Transactions

[Omitted.]

EXHIBIT A

Governance Term Sheet and Steps Plan

[Omitted.]

EXHIBIT B

Form of Subscription for Parent Voting Shares

[Omitted.]

EXHIBIT C

Parent Capitalization

[Omitted.]

EXHIBIT D

Rollover Percentage Illustrative Example

[Omitted.]

[*Unofficial translation. In case of discrepancy, the signed French version shall take precedence.*]

SHARE TRANSFER AGREEMENT

THIS AGREEMENT dated as of April 1, 2024.

AMONG:

CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC,
a legal person governed by an *Act respecting the Caisse de dépôt et placement du Québec*,
(hereinafter called "**CDPQ**"),

AND

NEON MAPLE PURCHASER INC.,
a corporation governed by the *Canada Business Corporations Act*,
(hereinafter called "**Purchaser**"),

AND

NEON MAPLE PARENT INC.,
a corporation governed by the *Business Corporations Act* (Ontario),
(hereinafter called "**Parent**"),

WHEREAS:

A. Purchaser and Nuvei Corporation (the "**Company**") wish to enter into an arrangement agreement to be dated as of the date hereof (the "**Arrangement Agreement**") providing for, among other things, the acquisition by Purchaser (the "**Arrangement**") of all of the issued and outstanding subordinate voting shares (the "**Subordinate Voting Shares**") and multiple voting shares of the Company (the "**Multiple Voting Shares**" and together with the Subordinate Voting Shares, the "**Shares**"), other than the CDPQ Shares (as defined below) and certain Shares held by certain shareholders (the "**Other Rollover Shareholders**") who have entered into a share transfer agreement or a share transfer and incentive award exchange agreement with Purchaser and Parent (together with this Share Transfer Agreement, the "**Rollover Agreements**") substantially concurrently herewith, by way of a plan of arrangement under Section 192 of the *Canada Business Corporations Act* (the "**Plan of Arrangement**");

B. CDPQ is the registered and/or beneficial owner of and has voting control or direction over 17,652,159 multiple voting shares of the Company (the "**CDPQ Shares**");

C. Subject only to the occurrence of the Closing prior to a termination of this share transfer agreement (together with the Exhibits attached hereto, the "**Agreement**") pursuant to Section 7 hereof and in accordance with, and effective at the respective times specified in, the Plan of Arrangement, CDPQ will (i) sell to Purchaser, and Purchaser will purchase from CDPQ, the CDPQ Shares owned by CDPQ upon and subject to the terms of this Agreement, including the steps plan set out as part of Exhibit A (the "**Steps Plan**") in consideration for a combination of cash and the issuance by Purchaser of Series D non-voting common shares in the capital of Purchaser (the "**Purchaser Shares**") as set out in Section 1(4), and thereafter, (ii) sell such Purchaser Shares to Parent in exchange for a certain number of Series D non-voting common shares in the capital of Parent ("**Parent Non-Voting Shares**") as set out in Section 1(5) and thereafter, (iii) exchange such Parent Non-Voting Shares for a certain number of Series D voting common shares in the capital of Parent ("**Parent Voting Shares**") as set out in Section 1(6);

D. Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement.

NOW THEREFORE, in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

Section 1 ACQUISITION OF CDPQ SHARES

(1) On the day immediately prior to the Effective Date, CDPQ shall subscribe, for cash consideration on terms and conditions set out in Exhibit B, for the number of Parent Voting Shares set out opposite CDPQ's name in Exhibit C, without requiring CDPQ to guarantee or to be otherwise liable for any obligations or liabilities of Purchaser or Parent under the Arrangement Agreement or the Plan of Arrangement.

(2) On the Effective Date and at the time set forth in the Plan of Arrangement (the "**Rollover Closing**"), CDPQ shall sell, transfer, assign and convey to Purchaser, and Purchaser shall purchase from CDPQ, all direct and indirect right, title and interest of CDPQ in and to the CDPQ Shares for a purchase price determined as provided in Section 1(3) of this Agreement.

(3) The aggregate purchase price of the CDPQ Shares shall be the product of (A) the number of CDPQ Shares multiplied by (B) the per Share consideration in cash set forth in the definition of Consideration in the Plan of Arrangement.

(4) The aggregate purchase price for the CDPQ Shares held by CDPQ shall be satisfied by Purchaser on the Effective Date and at the time specified in the Plan of Arrangement:

(a) as to a percentage of the aggregate purchase price that is equal to the Rollover Percentage (as defined below), by the allotment and issuance by Purchaser of a number of Purchaser Shares to CDPQ, at a subscription price for each Purchaser Share issued on the Effective Date equal to the subscription price for all other such shares issued on such date; and

(b) as to the remainder of the aggregate purchase price, by an aggregate amount in cash payable at Closing by the Depositary in the same manner as other shareholders of the Company pursuant to the Plan of Arrangement.

In this Agreement, "**Rollover Percentage**" means a fraction, the numerator of which is (i) 0.12, multiplied by (ii) the aggregate subscription price paid by investors subscribing for shares of Parent at or prior to the Closing in accordance with the Steps Plan and Exhibit C (in cash, Purchaser Shares or otherwise, without duplication), and the denominator of which is (iii) the per Share consideration in cash set forth in the definition of Consideration in the Plan of Arrangement, multiplied by (iv) the number of CDPQ Shares. For illustrative purposes only, an example of the Rollover Percentage calculation is set out in Exhibit D hereto.

(5) Following the issuance of Purchaser Shares to CDPQ, on the Effective Date and at the time set forth in the Plan of Arrangement, CDPQ shall sell, transfer, assign and convey to Parent and Parent shall purchase from CDPQ, all right, title and interest of CDPQ in and to the Purchaser Shares received pursuant to Section 1(4)(a) in exchange for the allotment and issuance to CDPQ of 11,999,880 Parent Non-Voting Shares.

(6) Following the acquisition of Parent Non-Voting Shares by CDPQ, on the Effective Date and following the steps set forth in the Plan of Arrangement, CDPQ shall sell, transfer, assign and

convey to Parent, and Parent shall purchase from CDPQ for cancellation, all right, title and interest of CDPQ in and to the Parent Non-Voting Shares received pursuant to Section 1(5) in exchange for the allotment and issuance to CDPQ of 11,999,880 Parent Voting Shares.

(7) Each party agrees to execute any and all further documents and writings, and to perform such other actions, which may be or become reasonably necessary to make effective and carry out this Agreement, customary for transactions of this type and kind, including a definitive shareholders' agreement (the "**Shareholders' Agreement**") and for other matters referenced on Exhibit A hereto (collectively, including the Shareholders' Agreement, the "**Additional Agreements**"), (a) in the case of the Shareholders' Agreement, on terms and conditions consistent in all respects with those set forth on Exhibit A hereto, (b) in the case of the Steps Plan, consistent in all material respects with the steps set forth on Exhibit A hereto, and (c) in each case on such other terms and conditions as the parties shall negotiate in good faith consistent in all material respects with this Agreement and the other Exhibits hereto. By executing this Agreement, CDPQ hereby agrees to consummate the Rollover Closing and the other transactions contemplated by this Agreement and the Plan of Arrangement regardless of whether the Additional Agreements have been agreed and entered into at or immediately prior to the Rollover Closing. In the event the parties do not enter into the Shareholders' Agreement or similar Additional Agreement governing all matters referenced in Exhibit A prior to the Rollover Closing, it is agreed to and understood by the parties hereto that the terms and conditions in Exhibit A shall govern and become effective and operative at the Rollover Closing until such time as the parties enter into such Additional Agreement(s), as the case may be.

Section 2 ELECTION UNDER THE TAX ACT

(1) At the request of CDPQ, Purchaser shall make a joint income tax election with CDPQ pursuant to subsection 85(1) of the Tax Act (and any analogous provision of provincial or territorial income tax law) (a "**Section 85 Election**") with respect to the transfer of CDPQ Shares to Purchaser in consideration for Purchaser Shares. Within the earlier of (a) ninety (90) days following the Effective Time and (b) February 15 of the calendar year following the calendar year in which the Effective Time occurs, Purchaser and the Company shall provide CDPQ with such information (the "**Election Information**") with respect to Purchaser and the Company as is required to enable CDPQ to complete the prescribed election forms. Provided that two (2) signed copies of the prescribed election forms are delivered by CDPQ to Purchaser on or before thirty (30) days after the date on which Purchaser and the Company provide the Election Information to CDPQ, duly completed with the details of the CDPQ Shares purchased from CDPQ and the elected amount for purposes of the election in respect of such CDPQ Shares, and subject to such election forms complying with applicable Law, Purchaser shall have such forms signed by an appropriate signing officer of Purchaser and returned to CDPQ within twenty (20) days after delivery of such election forms to Purchaser for filing by CDPQ with the relevant tax authorities. CDPQ shall file each of such elections in the form and within the time required by applicable Law. Except for the foregoing obligations, Purchaser shall have no responsibility whatsoever and will not in any way be obligated to indemnify CDPQ in respect of any losses that may be suffered by reason of any inaccuracy or incompleteness of any such election forms and CDPQ shall be responsible for any Taxes (including, for greater certainty, any interest and penalties) assessed under the Tax Act or any other relevant provincial or territorial legislation arising out of or by virtue of the execution or filing of such election by CDPQ.

(2) At the request of CDPQ, Parent shall make a Section 85 Election with CDPQ with respect to the transfer of Purchaser Shares to Parent in consideration for Parent Non-Voting Shares and the provisions of Section 2(1) of this Agreement shall apply with respect to the making of any such Section 85 Election *mutatis mutandis*.

Section 3 STATED CAPITAL

(1) In respect of the issuance of Purchaser Shares in partial consideration for the transfer of CDPQ Shares by CDPQ to Purchaser hereunder, Purchaser shall add to the stated capital account maintained for its Series D non-voting common shares, in accordance with the provisions of section 26 of the *Canada Business Corporations Act,* an amount equal to either (i) where a Section 85 Election is timely filed pursuant to Section 2(1) hereof, the elected amount for purposes of such election less the amount of cash described in Section 1(4)(b), and (ii) where a Section 85 Election is not timely filed pursuant to Section 2(1) hereof, the fair market value of the CDPQ Shares immediately prior to the transfer of such shares to Purchaser pursuant to Section 1(2) of this Agreement less the amount of cash described in Section 1(4)(b).

(2) In respect of the issuance of Parent Non-Voting Shares in consideration for the transfer of Purchaser Shares by CDPQ to Parent hereunder, Parent shall add to the stated capital account maintained for its Series D non-voting common shares, in accordance with the provisions of section 24 of the *Business Corporations Act* (Ontario), an amount equal to either (i) where a Section 85 Election is timely filed pursuant to Section 2(2) hereof, the elected amount for purposes of such election, and (ii) where a Section 85 election is not timely filed pursuant to Section 2(2) hereof, the fair market value of the Purchaser Shares immediately prior to the transfer of such shares to Parent pursuant to Section 1(5) of this Agreement.

(3) In respect of the issuance of Parent Voting Shares in consideration for the transfer of Parent Non-Voting Shares by CDPQ to Parent hereunder for cancellation, Parent shall add to the stated capital account maintained for its Series D voting common shares, in accordance with the provisions of section 24 of the *Business Corporations Act* (Ontario), an amount equal to the fair market value of the Parent Non-Voting Shares immediately prior to the transfer of such shares to Parent pursuant to Section 1(6) of this Agreement. Parent and CDPQ acknowledge that the amount added to the “paid-up capital” of the Series D voting common shares of Parent for purposes of the Tax Act in respect of the issuance of Parent Voting Shares to the CDPQ may be less than the amount added to the stated capital.

Section 4 REPRESENTATIONS AND WARRANTIES

(1) CDPQ represents and warrants to Purchaser and Parent as follows as of the date hereof and as of the Rollover Closing, and acknowledges that each of Purchaser and Parent is relying upon such representations and warranties in entering into this Agreement and the Arrangement Agreement:

(a) it is duly constituted, validly existing and in good standing under *An Act respecting the Caisse de dépôt et placement du Québec* and it has all requisite corporate power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and no other corporate proceedings on its part are necessary to authorize this Agreement;

(b) this Agreement has been duly executed and delivered by CDPQ and constitutes a legal, valid and binding agreement of CDPQ enforceable against it in accordance with its terms subject only to (i) any limitation on enforcement under Laws relating to bankruptcy, winding-up, insolvency, reorganization, arrangement or other Law affecting the enforcement of creditors' rights generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction and the execution and delivery of this Agreement by it, and performance of its obligations hereunder do not and will not (i) contravene, conflict with, or result in

a violation or breach of CDPQ's Constating Documents, or (ii) to its knowledge, contravene, conflict with or result in a violation or breach of Law;

(c) other than the CDPQ Shares, CDPQ does not own of record or beneficially, or exercise control or direction over, or hold any right to acquire, any securities or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates;

(d) CDPQ (i) is the sole legal and beneficial owner of the CDPQ Shares, and (ii) is not a non-resident of Canada for purposes of the Tax Act;

(e) except as contemplated in the Arrangement Agreement, under this Agreement and under the support and voting agreement dated as of the date hereof between CDPQ and Purchaser (the "**Support and Voting Agreement**"), CDPQ is and will be, immediately prior to the Effective Time on the Effective Date, the legal and beneficial owner of the CDPQ Shares, with good and marketable title thereto, free and clear of any and all hypothecs, mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever;

(f) no Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the CDPQ Shares, or any interest therein or right thereto, except pursuant to this Agreement, the Arrangement Agreement or the Support and Voting Agreement;

(g) CDPQ has the sole and exclusive right to enter into this Agreement and to sell and vote the CDPQ Shares as contemplated herein and in the Support and Voting Agreement;

(h) except for the amended and restated investor rights agreement dated October 4, 2021 between the Company, Whiskey Papa Fox Inc., CDP Investissements Inc. and certain funds managed by Novacap Management Inc. party thereto, this Agreement and the Support and Voting Agreement, none of the CDPQ Shares is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind;

(i) no consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by CDPQ in connection with the execution, delivery or performance of this Agreement (other than pursuant to the requirements of applicable Securities Laws); and

(j) there are no legal Proceedings in progress or pending before any Governmental Entity or, to its knowledge, threatened against CDPQ or any judgment, decree or order against CDPQ that would materially adversely affect in any manner the ability of CDPQ to enter into this Agreement and to perform its obligations hereunder.

(2) Purchaser and Parent each hereby solidarily represents and warrants to CDPQ as follows as of the date hereof and as of the Rollover Closing, and acknowledges that CDPQ is relying upon such representations and warranties in entering into this Agreement:

(a) it is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and it has all requisite corporate power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and no other corporate proceedings on its part are necessary to authorize this Agreement;

(b) each of Purchaser and Parent is a single purpose corporation that, except in respect of or as contemplated by the Arrangement, the Arrangement Agreement, this Agreement, the Rollover Agreements and the Steps Plan, (i) has not carried on any business; (ii) has no employees; (iii) has not held or does not hold any assets; and (iv) has no contingent or outstanding liabilities and has never entered into any transaction other than those incidental to the incorporation and organization of the Parent and Purchaser, including the subsidiaries of Parent set out in the Steps Plan, and entering into of the Arrangement Agreement and other agreements incidental to the consummation of the Arrangement and the Financing necessary to consummate the Arrangement;

(c) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding agreement of itself enforceable against it in accordance with its terms subject only to (i) any limitation on enforcement under Laws relating to bankruptcy, winding-up, insolvency, reorganization, arrangement or other Law affecting the enforcement of creditors' rights generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;

(d) the execution and delivery of this Agreement by it, and performance of its obligations hereunder do not and will not (i) contravene, conflict with, or result in a violation or breach of its Constating Documents, or (ii) assuming satisfaction of, or compliance with, the matters referred to in Paragraph (4) of Schedule D of the Arrangement Agreement, contravene, conflict with or result in a violation or breach of Law; except as would not, individually or in the aggregate, materially delay, impede or prevent its ability to consummate the Arrangement and the transactions contemplated thereby;

(e) no consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by it in connection with the execution, delivery or performance of this Agreement;

(f) there are no legal Proceedings in progress or pending before any Governmental Entity or, to its knowledge, threatened against it or any judgment, decree or order against it that would materially adversely affect in any manner its ability to enter into this Agreement and to perform its obligations hereunder;

(g) at all relevant times, each of Purchaser and Parent is a “taxable Canadian corporation”, within the meaning of the Tax Act;

(h) the Purchaser Shares have been duly authorized and reserved for issuance and, when issued on the Rollover Closing in accordance with the terms hereof, will be validly issued as fully paid and non-assessable shares of Purchaser, free and clear of any and all hypothecs, mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever other than (i) those arising under the Shareholders’ Agreement, (ii) those arising under the constating documents of Purchaser, (iii) restrictions on transfer

arising under applicable Securities Laws or (iv) those securing any obligations of CDPQ (to the extent CDPQ has taken any steps in that respect);

(i) the Parent Non-Voting Shares have been duly authorized and reserved for issuance and, when issued in accordance with the terms hereof, will be validly issued as fully paid and non-assessable shares of Parent, free and clear of any and all hypothecs, mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever other than (i) those arising under the Shareholders' Agreement, (ii) those arising under the constating documents of Parent, (iii) restrictions on transfer arising under applicable Securities Laws or (iv) those securing any obligations of CDPQ (to the extent CDPQ has taken any steps in that respect);

(j) the Parent Voting Shares have been duly authorized and reserved for issuance and, when issued in accordance with the terms hereof, will be validly issued as fully paid and non-assessable shares of Parent, will have the attributes set out in Exhibit C and will be free and clear of any and all hypothecs, mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever other than (i) those arising under the Shareholders' Agreement, (ii) those arising under the constating documents of Parent, (iii) restrictions on transfer arising under applicable Securities Laws or (iv) those securing any obligations of CDPQ (to the extent CDPQ has taken any steps in that respect);

(k) Parent is an indirect owner of all of the outstanding shares of Purchaser as outlined in the Steps Plan;

(l) a true and complete copy of each of the Rollover Agreements to be entered into concurrently with this Agreement by Purchaser and Parent with the Other Rollover Shareholders has been remitted to CDPQ; and

(m) immediately following (i) the subscription set forth in Section 1(1) and (ii) the Effective Time and after giving effect to the transactions contemplated by the Plan of Arrangement and the Rollover Agreements, the authorized share capital of Parent will consist of securities set forth in Exhibit C, of which only the securities set forth in Exhibit C will be issued and registered in the name of the holders set out therein.

Section 5 TRANSFERABILITY

Except for the transactions described herein and in the Plan of Arrangement, CDPQ shall not directly or indirectly sell, transfer, assign, pledge, convert into Subordinate Voting Shares or otherwise dispose of (whether with or without consideration and whether voluntarily or involuntarily by operation of law) any of the CDPQ Shares or any interest therein (each, an "**Impermissible Transaction**").

Any Impermissible Transaction shall be null and void ab initio, and the parties shall instruct the Company to instruct its transfer agent and other third parties not to, record or recognize any such Impermissible Transaction on the share register or other books and records of the Company.

Section 6 ARRANGEMENT AGREEMENT

The parties hereby acknowledge and agree that Purchaser may, in its sole and absolute discretion, modify or waive any term or condition of or amend or supplement the Arrangement Agreement in such manner as Purchaser considers, in its sole and absolute discretion, necessary or desirable, provided

that any such modification, waiver, amendment or supplement shall not, without the prior consent of CDPQ, reasonably be expected to have a material adverse effect on the transactions contemplated by this Agreement or on the economic interests of CDPQ, including a decrease in the per share Consideration payable under the Arrangement or a change in the form of such Consideration, or be adverse to CDPQ in a manner disproportionate to all other Shareholders or the Other Rollover Shareholders.

Section 7 TERMINATION AND SURVIVAL

(1) This Agreement shall be automatically terminated and be of no further force or effect upon the valid termination of the Arrangement Agreement in accordance with its terms, except that in the case of a breach of this Agreement which occurred prior to such termination, the terms set out in Section 8 shall survive.

(2) All covenants, representations, warranties and agreements contained in this Agreement shall survive the Rollover Closing and shall continue in full force and effect for the benefit of the party to whom such covenants, representations and warranties are given until the date that is two years after the date of the Rollover Closing.

Section 8 SPECIFIC PERFORMANCE AND OTHER EQUITABLE REMEDIES

(1) The parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek injunctive relief, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for proof of damages or for the securing or posting of any bond in connection with the obtaining of any such relief. The rights set forth in this Section 8, including rights of specific performance and enforcement, subject to Section 8(2), are in addition to any other remedy to which the parties may be entitled at Law or in equity. None of the parties shall object to the granting of injunctive relief, specific performance or other equitable relief on the basis that there exists an adequate remedy at Law.

(2) Each party hereby agrees not to raise any objections to the availability of the equitable remedies provided for herein and the parties further agree that (a) by seeking the remedies provided for in this Section 8, a party shall not in any respect waive its right to seek any other form of relief that may be available to a party under this Agreement (including monetary damages), and (b) neither the commencement of any Proceeding pursuant to this Section 8 nor anything set forth in this Section 8 shall restrict or limit any party’s right to pursue any other remedies under this Agreement that may be available then or thereafter.

Section 9 GENERAL PROVISIONS

(1) Time is of the essence in this Agreement. The mere lapse of time in the performance of the terms of this Agreement by any party will have the effect of putting such party in default in accordance with Articles 1594 to 1600 of the Civil Code of Québec.

(2) This Agreement is intended to be and shall be and operate as an immediate, irrevocable, and effective transfer and assignment of the CDPQ Shares by CDPQ to Purchaser, of the Purchaser Shares by CDPQ to Parent, and of the Parent Non-Voting Shares by CDPQ to Parent, in each case as at the time specified herein and in the Plan of Arrangement. The parties agree to do all such other acts and things as may be necessary to give effect to the

provisions hereof, and without limiting the generality of the foregoing, to validly and effectively transfer the CDPQ Shares from CDPQ to Purchaser as at the Rollover Closing.

(3) This Agreement will be governed by and interpreted and enforced in accordance with the Laws of the Province of Québec and the federal Laws of Canada applicable therein. Each party to this Agreement irrevocably attorns and submits to the exclusive jurisdiction of the Québec courts situated in the City of Montreal and waives objection to the venue of any Proceeding in such court or that such court provides an inconvenient forum.

(4) Any notice, or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or email sent to and addressed:

(i) if to Purchaser or Parent:

Neon Maple Purchaser Inc. / Neon Maple Parent Inc.
c/o Advent International, L.P.
Prudential Tower, 800 Boylston Street
Boston, MA 02199-8069

Attention: Amanda McGrady Morrison
Email: [Redacted]

with a copy to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, Ontario M5L 1A9

Attention: Shlomi Feiner and Catherine Youdan
Email: [Redacted]

and to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022

Attention: Willard S. Boothby, P.C., Frances D. Dales and Daniel Yip
Email: [Redacted]

(ii) if to CDPQ:

Caisse de dépôt et placement du Québec
1000 place Jean-Paul-Riopelle
Jacques-Parizeau Building
Montreal, Québec H2Z 2B3

Attention: Jacques Marchand and Michèle Lefaivre
Email: [Redacted]

with a copy to:

McCarthy Tétrault LLP
1000 de la Gauchetière Street West
Suite MZ400
Montreal, Québec H3B 0A2

Attention: Patrick Boucher and Louis-Charles Filiatrault
Email: [Redacted]

Any notice or other communication is deemed to be given and received (a) if sent by personal delivery or same day courier, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (b) if sent by overnight courier at or prior to the courier's stated time for enabling next business day delivery, on the next Business Day, or (c) if sent by email, on the date such email was sent if it is a Business Day and such email was sent prior to 5:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day (provided in the case of email that no "bounceback" or notice of non-delivery is received by the sender within thirty (30) minutes of the time of sending). A party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the party at its changed address. Any element of a party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a party.

(5) The provisions of this Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto and the Company (the Company's consent not to be unreasonably withheld, conditioned or delayed), except that Purchaser may assign its rights under this Agreement in whole or in part without the prior written consent of CDPQ to the Financing Sources as collateral security for the obligations of Purchaser or its affiliates, as the case may be, to such financiers, provided, however, that no such assignments shall relieve Purchaser or Parent of their respective obligations hereunder.

(6) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

(7) This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by all of the parties hereto and with the prior written consent of the Company (the Company's consent not to be unreasonably withheld, conditioned or delayed).

(8) Purchaser and Parent hereby undertake not to, without the prior written consent of CDPQ (not to be unreasonably withheld, conditioned or delayed) and the Company (the Company's consent not to be unreasonably withheld, conditioned or delayed), modify or waive any

material term or condition of or amend or supplement in any material respect any of the other Rollover Agreements.

(9) This Agreement and the Support and Voting Agreement constitute an understanding between the parties hereto with respect to the subject matter hereof and supersede any prior agreement, representation or understanding with respect thereto.

(10) All references to dollars or to $ are references to U.S. dollars, unless specified otherwise. All amounts and references to cash are to be denominated and paid in U.S. dollars, unless specified otherwise.

(11) The provisions of this Agreement and all ancillary and related documents thereto have been freely negotiated and the parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

(12) The parties expressly acknowledge that it is their express wish that this Agreement and all ancillary and related documents thereto be drafted in the English language. *Les parties aux présentes confirment que ce contrat a été librement négocié et les parties confirment également leur volonté expresse que la présente entente et tous les documents qui y sont accessoires soient rédigés en anglais.*

(13) Except as required by applicable Laws or regulations or by any Governmental Entity or in accordance with the requirements of any stock exchange, no party shall make any public announcement or statement with respect to this Agreement without the approval of the other party, which shall not be unreasonably conditioned, withheld or delayed. Moreover, the parties agree to consult with each other prior to issuing each public announcement or statement with respect to this Agreement or that refers to CDPQ in connection with the Arrangement and to provide each other with a reasonable opportunity to review and comment on any draft of such public announcement or statement and to reasonably consider any such comments, subject to the overriding obligations of applicable Laws. Subject to the foregoing, each party hereby consents to the disclosure of the substance of this Agreement in any press release, documents filed with the Court in connection with the Arrangement or any filing pursuant to applicable Securities Laws, including the Circular and the Schedule 13E-3.

(14) If at any time after Closing, Purchaser, Parent or CDPQ determines, or becomes aware that an “advisor” (as is defined for purposes of section 237.3 or section 237.4 of the Tax Act) or any other person has determined, that any transaction forming part of the same series of transactions as those contemplated by this Agreement is subject to the reporting requirements under section 237.3 or the notification requirements under section 237.4 of the Tax Act, including as a result of any future amendments or proposed amendments to such provisions, and any provincial equivalents (in this Section 11(14), the "**Disclosure Requirements**"), Purchaser, Parent or CDPQ, as the case may be, shall promptly inform the other Party of its intent, or any other person’s intent, to comply with the Disclosure Requirements and the Parties will cooperate with respect to determining the applicability of such requirements. In the event that, following such cooperation, it is ultimately determined that any Party is required to file any applicable information return and/or disclosure in accordance with the Disclosure Requirements (in this Section 11(14), in each case, a “**Mandatory Disclosure**”), each Party required to file a Mandatory Disclosure (in this Section 11(14), a “**Disclosing Party**”) shall submit to the other Party a draft of such Mandatory Disclosure at least 30 days before the date on which such Mandatory Disclosure is required by Law to be filed, and such other Party shall have the right to make reasonable comments or changes on such draft by communicating such comments or changes in writing to the Disclosing Party at least 15 days before the date

on which such Mandatory Disclosure is required by Law to be filed. The Disclosing Party shall consider in good faith any such comments or changes proposed by the other Party and shall incorporate such comments or changes which the Disclosing Party determines are reasonable and in accordance with Law. This provision shall also apply, mutatis mutandis, if any Party intends, or becomes aware of any person's intention, to file, in relation to any transaction forming part of the same series of transactions as those contemplated by this Agreement, any disclosure on a voluntary basis, including pursuant to the proposed subsection 237.3(12.1) of the Tax Act and any provincial equivalent.

(15) Nothing contained in this Agreement shall be deemed to vest in Purchaser any direct or indirect ownership or incidence of ownership of or with respect to the CDPQ Shares prior to the Rollover Closing. All rights and all ownership and economic benefits of and relating to the CDPQ Shares shall remain vested in and belong to CDPQ and nothing herein shall, or shall be construed to, grant the Parent or Purchaser any power, sole or shared, to direct or control the voting or, subject to Section 5, the disposition of any such CDPQ Shares.

(16) Each party will pay for its own fees, costs and expenses (including the fees, costs and expenses of legal counsel, accountants and other advisors) incurred by such party in connection with this Agreement.

(17) In the event of any conflict between the terms of this Agreement and the Arrangement Agreement, the terms of the Arrangement Agreement will prevail and the parties hereto will forthwith cause any necessary alternations to be made to this Agreement so as to resolve the conflict.

(18) This Agreement may be executed in any number of counterparts (including counterparts executed and delivered by electronic means) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[*Signature page follows*.]

Note that all signatures attached hereto have been signed in the French language version of the agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first mentioned above.

CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC

By: /s/ Jacques Marchand
Name: Jacques Marchand
Title: Vice-président, Grande entreprises privées

By: /s/ Catherine Beauchemin
Name: Catherine Beauchemin
Title: Directrice principale, Québec

NEON MAPLE PURCHASER INC.

By: /s/ Ben Scotto
Ben Scotto
President

NEON MAPLE PARENT INC.

By: /s/ Ben Scotto
Ben Scotto
President

EXHIBIT A

Governance Term Sheet and Steps Plan

[Omitted.]

EXHIBIT B

Form of Subscription for Parent Voting Shares

[Omitted.]

EXHIBIT C

Parent Capitalization

[Omitted.]

EXHIBIT D

Rollover Percentage Illustrative Example

[Omitted.]

SHARE TRANSFER AND INCENTIVE AWARD EXCHANGE AGREEMENT

THIS AGREEMENT dated as of April 1, 2024.

AMONG:

PHILIP FAYER,

an individual residing in Hampstead, Quebec,
(hereinafter called "**PF**"),

AND

WHISKEY PAPA FOX INC.,
a corporation governed by the *Canada Business Corporations Act*, (hereinafter called "**PF Holdco**" and together with PF, the "**PF Rollover Shareholders**"),

AND

NEON MAPLE PURCHASER INC.,
a corporation governed by the *Canada Business Corporations Act*,
(hereinafter called "**Purchaser**"),

AND

NEON MAPLE PARENT INC.,
a corporation governed by the *Business Corporations Act* (Ontario),
(hereinafter called "**Parent**"),

WHEREAS:

A. Purchaser and Nuvei Corporation (the "**Company**") wish to enter into an arrangement agreement to be dated as of the date hereof (the "**Arrangement Agreement**") providing for, among other things, the acquisition by Purchaser (the "**Arrangement**") of all of the issued and outstanding subordinate voting shares (the "**Subordinate Voting Shares**") and multiple voting shares of the Company (together with the Subordinate Voting Shares, the "**Shares**"), other than the PF Rollover Shareholder Shares (as defined below) and certain Shares held by certain shareholders (the "**Other Rollover Shareholders**") who have entered into a share transfer agreement with Purchaser and Parent (together with this Share Transfer and Incentive Award Exchange Agreement, the "**Rollover Agreements**") substantially concurrently herewith, by way of a plan of arrangement under Section 192 of the *Canada Business Corporations Act* (the "**Plan of Arrangement**");

B. PF Holdco is the registered and/or beneficial owner of and has voting control or direction over 27,857,328 multiple voting shares of the Company and PF is the registered and/or beneficial owner of and has voting control or direction over 124,986 subordinate voting shares of the Company (collectively, the "**PF Rollover Shareholder Shares**");

C. Subject only to the occurrence of the Closing prior to a termination of this share transfer and incentive award exchange agreement (together with the Exhibits attached hereto, the "**Agreement**") pursuant to Section 8 hereof and in accordance with, and effective at the respective times specified in, the Plan of Arrangement, each of the PF Rollover Shareholders will (i) sell to Purchaser, and Purchaser will purchase, directly or indirectly pursuant to the Holdco Alternative (as defined below), the PF Rollover Shareholder Shares owned by each such PF Rollover Shareholder upon and subject to the terms of this Agreement, including the steps plan set out as part of Exhibit A (the "**Steps Plan**") in consideration for a combination of cash and the issuance by Purchaser of Series B non-voting common shares in the capital of Purchaser (the "**Purchaser Shares**") as set out in Section 1(4), and thereafter, (ii) sell such Purchaser Shares to

Parent in exchange for a certain number of Series B non-voting common shares in the capital of Parent ("**Parent Non-Voting Shares**") as set out in Section 1(7) and thereafter, (iii) exchange such Parent Non-Voting Shares for a certain number of Series B voting common shares in the capital of Parent ("**Parent Voting Shares**") as set out in Section 1(8);

D. The parties intend that the sale and purchase of the PF Rollover Shareholder Shares, directly or indirectly pursuant to the Holdco Alternative (as defined below), in consideration for Purchaser Shares and cash and the subsequent sale and purchase of the Purchaser Shares to Parent in consideration for Parent Non-Voting Shares each to be governed by subsection 85(1) of the *Income Tax Act* (Canada) (the "**Tax Act**") (and the analogous provisions of any applicable provincial or territorial income tax law) and that the subsequent exchange of the Parent Non-Voting Shares to Parent in exchange for Parent Voting Shares shall occur on a tax-deferred basis for purposes of the Tax Act (and any applicable provincial or territorial income tax law);

E. PF holds outstanding Options, RSUs and PSUs which PF, the Company and Parent intend to treat as set forth herein and, as applicable, the Plan of Arrangement.

F. Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement.

NOW THEREFORE, in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

Section 1. ACQUISITION OF PF ROLLOVER SHAREHOLDER SHARES

(1) On the day immediately prior to the Effective Date, the PF Rollover Shareholders shall subscribe, for cash consideration on terms and conditions set out in Exhibit B, for the number of Parent Voting Shares set out opposite the PF Rollover Shareholders' names in Exhibit C, without requiring any PF Rollover Shareholder to guarantee or to be otherwise liable for any obligations or liabilities of Purchaser or Parent under the Arrangement Agreement or the Plan of Arrangement.

(2) On the Effective Date and at the time set forth in the Plan of Arrangement (the "**Rollover Closing**"), each PF Rollover Shareholder shall sell, transfer, assign and convey to Purchaser, and Purchaser shall purchase from each PF Rollover Shareholder, all direct and indirect right, title and interest of each PF Rollover Shareholder in and to the PF Rollover Shareholder Shares for a purchase price determined as provided in Section 1(3) of this Agreement.

(3) The aggregate purchase price of the PF Rollover Shareholder Shares shall be the product of (A) the number of PF Rollover Shareholder Shares multiplied by (B) the per Share consideration in cash set forth in the definition of Consideration in the Plan of Arrangement.

(4) The aggregate purchase price of the PF Rollover Shareholder Shares owned directly or indirectly pursuant to the Holdco Alternative (as defined below), by PF Holdco shall be the product of (A) the number of PF Rollover Shareholder Shares owned directly or indirectly pursuant to the Holdco Alternative (as defined below), by PF Holdco multiplied by (B) the per Share consideration in cash set forth in the definition of Consideration in the Plan of Arrangement (the "**PF Holdco Purchase Price**"), and the aggregate purchase price of the PF Rollover Shareholder Shares owned directly by PF shall be the product of (A) the number of PF Rollover Shareholder Shares owned directly by PF multiplied by (B) the per Share consideration in cash set forth in the definition of Consideration in the Plan of Arrangement (the "**PF Purchase Price**").

(5) The PF Holdco Purchase Price shall be paid and satisfied by Purchaser on the Effective Date and at the time specified in the Plan of Arrangement:

(a) as to an amount equal to (i) the PF Holdco Purchase Price multiplied by the Rollover Percentage (as defined below), less (ii) (A) 100% less the Rollover Percentage multiplied by (B) the number of PF Rollover Shareholders Shares held by PF multiplied by (C) the per Share consideration in cash set forth in the definition of Consideration in the Plan of Arrangement, by the allotment and issuance by Purchaser of a number of Purchaser Shares to PF Holdco, at a subscription price for each Purchaser Share issued on the Effective Date equal to the subscription price for all other such shares issued on such date; and

(b) as to the remainder of the PF Holdco Purchase Price, by an aggregate amount in cash payable at Closing by the Depositary in the same manner as other shareholders of the Company pursuant to the Plan of Arrangement.

In this Agreement, "**Rollover Percentage**" means a fraction, the numerator of which is (i) 0.24, multiplied by (ii) the aggregate subscription price paid by investors subscribing for shares of Parent at or prior to the Closing in accordance with the Steps Plan and Exhibit C (in cash, Purchaser Shares or otherwise, without duplication), and the denominator of which is (iii) the per Share consideration in cash set forth in the definition of Consideration in the Plan of Arrangement, multiplied by (iv) the number of PF Rollover Shareholder Shares. For illustrative purposes only, an example of the Rollover Percentage calculation is set out in Exhibit D hereto.

Both the Purchaser Shares issued pursuant to Section 1(5)(a) and the cash paid pursuant to Section 1(5)(a) shall be allocated pro rata to each PF Rollover Shareholder Share or shares of a Qualifying Holdco (as defined below) transferred to Purchaser, subject to the provisions of Section 1(10)(j).

(6) The PF Purchase Price shall be paid and satisfied by Purchaser on the Effective Date and at the time specified in the Plan of Arrangement by the allotment and issuance of Purchaser Shares to PF, at a subscription price for each Purchaser Share issued on the Effective Date equal to the subscription price for all other such shares issued on such date.

(7) Following the issuance of Purchaser Shares to the PF Rollover Shareholders, on the Effective Date and at the time set forth in the Plan of Arrangement, each PF Rollover Shareholder shall sell, transfer, assign and convey to Parent, and Parent shall purchase from each PF Rollover Shareholder all right, title and interest of each PF Rollover Shareholder in and to the Purchaser Shares received pursuant to Section 1(4) in exchange for the allotment and issuance by Parent of a number of Parent Non-Voting Shares to PF Holdco equal to X and a number of Parent Non-Voting Shares to PF equal to Y, where:

"X" equals (i) 23,999,760 multiplied by (i) the amount determined in Section 1(5)(a) divided by the sum of the amount calculated in Section 1(5)(a) and the PF Purchase Price, rounded up to the nearest whole Parent Non-Voting Share; and

"Y" equals (i) 23,999,760 minus (ii) X, as determined above.

(8) Following the acquisition of Parent Non-Voting Shares by each PF Rollover Shareholder, on the Effective Date and following completion of the steps set forth in the Plan of Arrangement, each PF Rollover Shareholder shall sell, transfer, assign and convey to Parent, and Parent shall purchase from each PF Rollover Shareholder for cancellation, all right, title and interest of such PF Rollover Shareholder in and to the Parent Non-Voting Shares received pursuant to Section 1(7) in exchange for the allotment and issuance by Parent of a number of Parent Voting Shares to PF Holdco equal to the number of Non-Voting Shares transferred by PF Holdco and a number of Parent Voting Shares to PF equal to the number of Non-Voting Shares transferred by PF.

(9) Each party agrees to execute any and all further documents and writings, and to perform such other actions, which may be or become reasonably necessary to make effective and carry out this

Agreement, customary for transactions of this type and kind, including a definitive shareholders' agreement (the "**Shareholders' Agreement**") and for other matters referenced on Exhibit A hereto (collectively, including the Shareholders' Agreement, the "**Additional Agreements**"), (a) in the case of the Shareholders' Agreement, on terms and conditions consistent in all respects with those set forth on Exhibit A hereto, (b) in the case of the Steps Plan, consistent in all material respects with the steps set forth on Exhibit A hereto, and (c) in each case on such other terms and conditions as the parties shall negotiate in good faith consistent in all material respects with this Agreement and the other Exhibits hereto. By executing this Agreement, the PF Rollover Shareholders hereby agree to consummate the Rollover Closing and the other transactions contemplated by this Agreement and the Plan of Arrangement regardless of whether the Additional Agreements have been agreed and entered into at or immediately prior to the Rollover Closing. In the event the parties do not enter into the Shareholders' Agreement or similar Additional Agreement governing all matters referenced in Exhibit A prior to the Rollover Closing, it is agreed to and understood by the parties hereto that the terms and conditions in Exhibit A shall govern and become effective and operative at the Rollover Closing until such time as the parties enter into such Additional Agreement(s), as the case may be.

(10) Each of the PF Rollover Shareholders may at their sole discretion, elect in respect of all (but not less than all) of such PF Rollover Shareholder's PF Rollover Shareholder Shares, by notice in writing provided to Purchaser not later than 5:00 p.m. (Montreal time) on the twentieth (20th) Business Day prior to the Effective Date, to sell to Purchaser all (but not less than all) of the issued shares of one and the same corporation ("**Qualifying Holdco**"), in lieu of such PF Rollover Shareholder Shares, which shares of Qualifying Holdco shall not be comprised of more than two classes of shares, one class of common shares and one class of preferred shares, and shall meet the conditions described below (the "**Holdco Alternative**"):

(a) such Qualifying Holdco was incorporated under the CBCA not earlier than the date of this Agreement, unless written consent is obtained from Purchaser, such consent not to be unreasonably withheld, conditioned or delayed;

(b) such Qualifying Holdco is a single purpose corporation that has not carried on any business, has no employees, has not held or does not hold any assets other than the PF Rollover Shareholder Shares and a nominal amount of cash, has never entered into any transaction other than those relating to and necessary for the ownership of the PF Rollover Shareholder Shares, for the avoidance of doubt, including transactions relating to the extraction of safe income, or, with Purchaser's consent (not to be unreasonably withheld, conditioned or delayed), such other transactions as are necessary to facilitate those transactions described in the Plan of Arrangement;

(c) at the Effective Time, such Qualifying Holdco has no liabilities or obligations of any kind whatsoever (except to Purchaser and the Company under the terms of the Holdco Alternative);

(d) at the Effective Time, such Qualifying Holdco will not have unpaid declared dividends and, prior to the Effective Time, such Qualifying Holdco shall not have paid any dividends or other distributions, other than an increase in stated capital, a stock dividend or a dividend paid through the issuance of a promissory note with a determined principal amount and any such promissory note issued in relation to the payment of any such dividend shall no longer be outstanding as of the Effective Time or any other transactions effected in relation to the extraction of safe income;

(e) such Qualifying Holdco shall have no shares outstanding other than the PF Rollover Shareholder Shares being disposed of to Purchaser by the PF Rollover Shareholders, who shall be the sole beneficial owners of such shares;

(f) at all times such Qualifying Holdco shall be a resident of Canada for the purposes of the Tax Act and shall not be a resident of, and shall have no taxable presence in, any other country;

(g) the PF Rollover Shareholders shall at their cost and in a timely manner prepare and file all income Tax Returns of such Qualifying Holdco in respect of the taxation year of such Qualifying Holdco ending in connection with the acquisition of such Qualifying Holdco by Purchaser (as well as all income tax returns, if any, of such Qualifying Holdco in respect of prior taxation years, if any), subject to Purchaser's right to review and approve all such Tax Returns as to form and substance (such approval not to be unreasonably withheld, conditioned or delayed);

(h) each PF Rollover Shareholder shall indemnify the Company and Purchaser, and any successor thereof, for any and all liabilities of the Qualifying Holdco (other than Tax liabilities of the Qualifying Holdco that arise as a result of an event arising after the Effective Date and that are not in respect of any taxation period ending on or prior to the Effective Date) in a form satisfactory to Purchaser, acting reasonably; the Company and/or Purchaser shall first afford a reasonable opportunity to the PF Rollover Shareholders to comment and participate in the process of defending any proposed assessment or reassessment, notice of assessment or reassessment or any claim in respect of which the PF Rollover Shareholders could be required to make a payment under this clause. Neither Purchaser nor the Company is authorized to settle or otherwise compromise, without the PF Rollover Shareholders' prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, any matter which could give rise to a claim under this clause;

(i) the PF Rollover Shareholders will be required to enter into a share purchase agreement and other ancillary documentation containing representations and warranties equivalent in substance to those set forth at Section 5(1) hereof, and representations and warranties in respect of the status of the Qualifying Holdco as set forth in this Section 1(10)(b)-(f), and customary covenants acceptable to Purchaser, acting reasonably;

(j) in the event the Holdco Alternative is elected and PF Holdco sells shares of a Qualifying Holdco that has a class of preferred shares and a class of common shares outstanding, the parties agree that the cash consideration otherwise payable to PF Holdco will be allocated first to the preferred shares *pro rata* to the extent of PF Holdco's adjusted cost base of such preferred shares, with the balance of the cash consideration (if any) allocated *pro rata* to the common shares, and share consideration otherwise payable to PF Holdco will be allocated first to the preferred shares *pro rata* to the extent of the excess (if any) of the fair market value of such preferred shares over the cash consideration allocated to the preferred shares, with the balance of the share consideration allocated *pro rata* to the common shares;

(k) the PF Rollover Shareholders will provide the Company and Purchaser with copies of all documents necessary to effect the transactions contemplated herein on or before the fifteenth (15th) Business Day preceding the Effective Date, the completion of which will, to the knowledge of the PF Rollover Shareholders, comply with applicable Laws (including Securities Laws) at or prior to the Effective Time; and

(l) the entering into or implementation of the Holdco Alternative: (i) will not require Purchaser or the Company to obtain any approvals from a Governmental Entity; (ii) will not delay the date of the Meeting; (iii) will not impede, materially delay or prevent the satisfaction of any other conditions set forth in the Arrangement Agreement or the consummation of the Arrangement; and (iv) will not result in any delay in completing any other transaction contemplated by this Agreement or the Arrangement Agreement.

Any PF Rollover Shareholder who elects the Holdco Alternative will be required to make full disclosure to Purchaser of all transactions involved in such Holdco Alternative (including but not limited to, for greater certainty, in respect of any increases in stated capital, stock dividends or dividends-in-kind). In the event that the Holdco Alternative is elected by the PF Rollover Shareholders in accordance with this Section 1(10), the provisions of Section 1(3) and Section 1(4), Section 3 and Section 4(1) hereof shall be deemed to be adjusted, mutatis mutandis, to provide for the sale of shares of such Qualifying Holdco.

Section 2. TREATMENT OF INCENTIVE SECURITIES

(1) *Options*. The portion of each outstanding and unexercised Option registered in the name of and/or held by PF that is unvested immediately prior to the Effective Time (an "**Unvested Option**") shall, immediately following the transfer of all Rollover Shares to the Purchaser (each as defined in the Plan of Arrangement) pursuant to the Plan of Arrangement and without any action on the part of the Company, PF or Parent, be, and shall be deemed to be, disposed of in exchange for an option granted by Parent (a "**Parent Option**") to purchase from Parent (i) that number of Parent Non-Voting Shares (rounded down to the nearest whole number) obtained by *multiplying* (A) the number of Subordinate Voting Shares subject to such Unvested Option immediately prior to the Effective Time, by (B) the Exchange Ratio, (ii) at a per share exercise price (rounded up to the nearest whole cent) equal to the quotient obtained by dividing (A) the Exercise Price of such Unvested Option by (B) the Exchange Ratio. For the purposes of this Agreement, "**Exchange Ratio**" means (a) the fair market value of a Parent Non-Voting Share on the Effective Date, following completion of the transactions contemplated by the Plan of Arrangement and the Rollover Agreements, as determined by the board of directors of Parent in good faith, *divided by* (b) the per Share consideration in cash set forth in the definition of Consideration in the Plan of Arrangement. Each Parent Option shall otherwise be subject to substantially the same terms and conditions applicable to the corresponding Unvested Option immediately prior to the Effective Time; provided that, it is intended that the provisions of subsection 7(1.4) of the Tax Act (and any corresponding provision of provincial or territorial tax legislation) shall apply to such exchange of Unvested Options and, notwithstanding the foregoing, if, and to the extent, if any, determined by Parent to be necessary for such provision to apply, the exercise price of a Parent Option (as otherwise determined) will be increased (and will be deemed always to have been increased) such that the amount, if any, by which the aggregate fair market value of the Parent Voting Shares subject to the Parent Option immediately after the exchange exceeds the aggregate exercise price of the Parent Option (otherwise determined) does not exceed the amount, if any, by which the aggregate fair market value of the Subordinate Voting Shares subject to the Unvested Option immediately before the exchange exceeds the aggregate exercise price of the Unvested Option. Except as otherwise set out in this Section 2(1), each Parent Option shall be governed by the terms and conditions of the applicable option plan of the Company which, prior to the exchange, governed the Unvested Option that was exchanged for such Parent Option and any stock option agreement pursuant to which such Unvested Option was granted (including, but not limited to, the term to expiry, conditions to and manner of exercising and vesting schedule), each as may be amended from time to time, with any adjustment deemed to be made thereto as are necessary to ensure consistency with the provisions of this Section 2(1), including that any references in such plans and the stock option agreements to the Company or the board of directors of the Company shall be read as references to Parent and its board of directors. Following the exchange of the Unvested Options for the Parent Options pursuant to this Section 2(1), PF shall have no further rights, and the Company shall have no further obligations with respect to, any Unvested Option. The exchange of the Unvested Options for the Parent Options is in full and complete satisfaction of all payment obligations of the Company relating to the Unvested Options, and PF shall not have any rights relating to the payment of any Option following the exchange of the Unvested Options for the Parent Options, other than the per Share consideration in cash set forth in the definition of Consideration in the Plan of Arrangement for each outstanding and unexercised Option (or

fraction thereof) registered in the name of and/or held by PF that is not an Unvested Option subject to and in accordance with the terms of the Plan of Arrangement.

(2) *PSUs*. Each outstanding PSU (whether vested or unvested) registered in the name of and/or held by PF immediately prior to the Effective Time shall be immediately cancelled for no consideration and PF shall have no further rights with respect to such PSU and neither the Company nor Purchaser shall be obligated to pay PF any amount in respect of such PSU.

(3) *RSUs*. For each outstanding RSU (vested and unvested) registered in the name of and/or held by PF immediately prior to the Effective Time (a "**PF RSU**") Parent shall be substituted for the Company and henceforth hold all of the Company's rights and be responsible for all of the Company's obligations under each PF RSU and each PF RSU shall cease to represent an interest in Subordinate Voting Shares and shall instead represent an interest in that number of whole Parent Non-Voting Shares (rounded down to the nearest whole number) obtained by *multiplying* (A) the number of Subordinate Voting Shares subject to such PF RSU immediately prior to the Effective Time, by (B) the Exchange Ratio (as defined in Section 2(1)), without this constituting a novation of the PF RSUs. Each PF RSU shall otherwise be subject to the same terms and conditions applicable to such PF RSU immediately prior to the Effective Time, including vesting schedule; provided that, if the Parent determines that the aggregate fair market value of the Parent Non-Voting Shares subject to the PF RSU immediately after the amendment of the PF RSU pursuant to this Section 2(3) exceeds the aggregate fair market value of the Subordinate Voting Shares subject to the PF RSU immediately before the amendment, the number of Parent Non-Voting Shares underlying the PF RSUs (as otherwise determined) will be decreased (and will be deemed always to have been decreased) such that the aggregate fair market value of the Parent Non-Voting Shares subject to the PF RSU immediately after the amendment does not exceed the aggregate fair market value of the Subordinate Voting Shares subject to the PF RSU immediately before the amendment. Each PF RSU shall continue to be governed by the terms and conditions of the Omnibus Incentive Plan and any RSU grant agreement pursuant to which a PF RSU was granted, except that any references in the Omnibus Incentive Plan and the grant agreements to the Company or the board of directors of the Company shall be read as references to Parent and its board of directors.

Section 3. ELECTION UNDER THE TAX ACT

(1) It is intended that the transfer of PF Rollover Shareholder Shares and shares of a Qualifying Holdco to Purchaser hereunder occur on a fully or partially tax-deferred basis for purposes of the Tax Act and applicable provincial or territorial income tax statutes as may be determined by each PF Rollover Shareholder in his or its sole discretion. Each PF Rollover Shareholder shall be entitled to make a joint income tax election with Purchaser pursuant to subsection 85(1) of the Tax Act (and any analogous provision of provincial or territorial income tax law) (a "**Section 85 Election**") with respect to the transfer of PF Rollover Shareholder Shares and shares of a Qualifying Holdco to Purchaser. Within the earlier of (a) ninety (90) days following the Effective Time and (b) February 15 of the calendar year following the calendar year in which the Effective Time occurs, Purchaser and the Company shall provide each PF Rollover Shareholder with such information (the "**Election Information**") with respect to Purchaser and the Company as is required to enable the PF Rollover Shareholder to complete the prescribed election forms. Provided that two (2) signed copies of the prescribed election forms are delivered by a PF Rollover Shareholder to Purchaser on or before thirty (30) days after the date on which Purchaser and the Company provide the Election Information to the PF Rollover Shareholders, duly completed with the details of the PF Rollover Shareholder Shares purchased from such PF Rollover Shareholder and the elected amount for purposes of the election in respect of such PF Rollover Shareholder Shares, and subject to such election forms complying with applicable Law, Purchaser shall have such forms signed by an appropriate signing officer of Purchaser and returned to such PF Rollover Shareholder within twenty (20) days after delivery of such election forms to Purchaser for filing by the PF Rollover Shareholder with the relevant tax authorities.

Such PF Rollover Shareholder shall file each of such elections in the form and within the time required by applicable Law. Except for the foregoing obligations, Purchaser shall have no responsibility whatsoever and will not in any way be obligated to indemnify a PF Rollover Shareholder in respect of any losses that may be suffered by reason of any inaccuracy or incompleteness of any such election forms and such PF Rollover Shareholder shall be responsible for any Taxes (including, for greater certainty, any interest and penalties) assessed under the Tax Act or any other relevant provincial or territorial legislation arising out of or by virtue of the execution or filing of such election by the relevant PF Rollover Shareholder.

(2) It is intended that the transfer of Purchaser Shares by each PF Rollover Shareholder to Parent hereunder occur on a fully or partially tax-deferred basis for purposes of the Tax Act and applicable provincial or territorial income tax statutes as may be determined by each such PF Rollover Shareholder in his or its sole discretion. Each PF Rollover Shareholder shall be entitled to make a Section 85 Election with respect to the transfer of Purchaser Shares to Parent in consideration for Parent Non-Voting Shares and the provisions of Section 3(1) of this Agreement shall apply to with respect to the making of any such Section 85 Election *mutatis mutandis*.

Section 4. STATED CAPITAL

(1) In respect of the issuance of Purchaser Shares in full or partial consideration for the transfer of PF Rollover Shareholder Shares by each of the PF Rollover Shareholders to Purchaser hereunder, Purchaser shall add to the stated capital account maintained for its Series B nonvoting common shares, in accordance with the provisions of section 26 of the *Canada Business Corporations Act*, an amount equal to the fair market value of the PF Rollover Shareholder Shares immediately prior to the transfer of such shares to Purchaser pursuant to Section 1(2) of this Agreement less, only in the case of the transfer of PF Rollover Shareholder Shares by PF Holdco, the amount of cash described in Section 1(5)(b). Purchaser and the PF Rollover Shareholders acknowledge that the amount added to the “paid-up capital” of the Series B non-voting common shares of Purchaser for purposes of the Tax Act in respect of the issuance of Purchaser Shares to the PF Rollover Shareholders may be less than the amount added to the stated capital, including by virtue of the filing of any Section 85 Election in accordance with Section 3 hereof.

(2) In respect of the issuance of Parent Non-Voting Shares in consideration for the transfer of Purchaser Shares by each of the PF Rollover Shareholders to Parent hereunder, Parent shall add to the stated capital account maintained for its Series B non-voting common shares, in accordance with the provisions of section 24 of the *Business Corporations Act* (Ontario), an amount equal to the fair market value of the Purchaser Shares immediately prior to the transfer of such shares to Parent pursuant to Section 1(7) of this Agreement. Parent and the PF Rollover Shareholders acknowledge that the amount added to the “paid-up capital” of the Series B non-voting common shares of Parent for purposes of the Tax Act in respect of the issuance of Parent Non-Voting Shares to the PF Rollover Shareholders may be less than the amount added to the stated capital, including by virtue of the filing of any Section 85 Election in accordance with Section 3 hereof.

(3) In respect of the issuance of Parent Voting Shares in consideration for the transfer of Parent Non-Voting Shares by each of the PF Rollover Shareholders to Parent hereunder for cancellation, Parent shall add to the stated capital account maintained for its Series B voting common shares, in accordance with the provisions of section 24 of the *Business Corporations Act* (Ontario), an amount equal to the fair market value of the Parent Non-Voting Shares immediately prior to the transfer of such shares to Parent pursuant to Section 1(8) of this Agreement. Parent and the PF Rollover Shareholders acknowledge that the amount added to the “paid-up capital” of the Series B voting common shares of Parent for purposes of the Tax Act in respect of the issuance of Parent Voting Shares to the PF Rollover Shareholders may be less than the amount added to the stated capital.

Section 5. REPRESENTATIONS AND WARRANTIES

(1) Each PF Rollover Shareholder represents and warrants to Purchaser and Parent as follows as of the date hereof and as of the Rollover Closing, and acknowledges that each of Purchaser and Parent is relying upon such representations and warranties in entering into this Agreement and the Arrangement Agreement:

(a) PF Holdco is a corporation duly formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation and it has all requisite corporate power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and no other corporate proceedings on its part are necessary to authorize this Agreement and PF has the legal capacity to enter into and deliver this Agreement and to perform its obligations hereunder;

(b) this Agreement has been duly executed and delivered by the PF Rollover Shareholder and constitutes a legal, valid and binding agreement of the PF Rollover Shareholder enforceable against it in accordance with its terms subject only to (i) any limitation on enforcement under Laws relating to bankruptcy, winding-up, insolvency, reorganization, arrangement or other Law affecting the enforcement of creditors' rights generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction and the execution and delivery of this Agreement by it, and performance of its obligations hereunder do not and will not (i) contravene, conflict with, or result in a violation or breach of PF Holdco's Constating Documents, or (ii) to their knowledge, contravene, conflict with or result in a violation or breach of Law;

(c) other than the PF Rollover Shareholder Shares and all Options, PSUs and RSUs registered in the name of PF, the PF Rollover Shareholders and their affiliates do not own of record or beneficially, or exercise control or direction over, or hold any right to acquire, any securities or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates;

(d) the PF Rollover Shareholder (i) is the sole legal and beneficial owner of their PF Rollover Shareholder Shares set forth in the recitals to this Agreement and (ii) is not a non-resident of Canada for purposes of the Tax Act;

(e) except as contemplated in the Arrangement Agreement, under this Agreement and under the support and voting agreement dated as of the date hereof among the PF Rollover Shareholders and Purchaser (the "**Support and Voting Agreement**"), the PF Rollover Shareholder is and will be, at the Rollover Closing, the legal and beneficial owner of their PF Rollover Shareholder Shares, with good and marketable title thereto, free and clear of any and all hypothecs, mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever;

(f) no Person has any agreement or option, or any right or privilege (whether by law, preemptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the PF Rollover Shareholder Shares, or any interest therein or right thereto, except pursuant to this Agreement, the Arrangement Agreement or the Support and Voting Agreement;

(g) the PF Rollover Shareholder has the sole and exclusive right to enter into this Agreement and to sell and vote or direct the sale and voting of their PF Rollover Shareholder Shares as contemplated herein and in the Support and Voting Agreement;

(h) except for the amended and restated investor rights agreement dated October 4, 2021 between the Company, PF Holdco, CDP Investissements Inc. and certain funds

managed by Novacap Management Inc. party thereto, this Agreement and the Support and Voting Agreement, none of the PF Rollover Shareholder Shares is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind;

(i) no consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by the PF Rollover Shareholder in connection with the execution, delivery or performance of this Agreement (other than pursuant to the requirements of applicable Securities Laws); and

(j) there are no legal Proceedings in progress or pending before any Governmental Entity or, to its knowledge, threatened against the PF Rollover Shareholder or any judgment, decree or order against the PF Rollover Shareholder that would materially adversely affect in any manner the ability of the PF Rollover Shareholder to enter into this Agreement and to perform its obligations hereunder.

(2) Purchaser and Parent each hereby solidarily represents and warrants to the PF Rollover Shareholders as of the date hereof and as of the Rollover Closing as follows, and acknowledges that the PF Rollover Shareholders are relying upon such representations and warranties in entering into this Agreement:

(a) it is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and it has all requisite corporate power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and no other corporate proceedings on its part are necessary to authorize this Agreement;

(b) each of Purchaser and Parent is a single purpose corporation that, except in respect of or as contemplated by the Arrangement, the Arrangement Agreement, this Agreement, the Rollover Agreements and the Steps Plan, (i) has not carried on any business; (ii) has no employees; (iii) has not held or does not hold any assets; and (iv) has no contingent or outstanding liabilities and has never entered into any transaction other than those incidental to the incorporation and organization of the Parent and Purchaser, including the subsidiaries of Parent set out in the Steps Plan, and entering into of the Arrangement Agreement and other agreements incidental to the consummation of the Arrangement and the Financing necessary to consummate the Arrangement;

(c) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding agreement of itself enforceable against it in accordance with its terms subject only to (i) any limitation on enforcement under Laws relating to bankruptcy, winding-up, insolvency, reorganization, arrangement or other Law affecting the enforcement of creditors' rights generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;

(d) the execution and delivery of this Agreement by it, and performance of its obligations hereunder do not and will not (i) contravene, conflict with, or result in a violation or breach of its Constating Documents, or (ii) assuming satisfaction of, or compliance with, the matters referred to in Paragraph (4) of Schedule D of the Arrangement Agreement, contravene, conflict with or result in a violation or breach of Law; except as would not, individually or in the aggregate, materially delay, impede or prevent its ability to consummate the Arrangement and the transactions contemplated thereby;

(e) no consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by it in connection with the execution, delivery or performance of this Agreement;

(f) there are no legal Proceedings in progress or pending before any Governmental Entity or, to its knowledge, threatened against it or any judgment, decree or order against it that would materially adversely affect in any manner its ability to enter into this Agreement and to perform its obligations hereunder;

(g) at all relevant times, each of Purchaser and Parent is a "taxable Canadian corporation", within the meaning of the Tax Act;

(h) the Purchaser Shares have been duly authorized and reserved for issuance and, when issued on the Rollover Closing in accordance with the terms hereof, will be validly issued as fully paid and non-assessable shares of Purchaser, free and clear of any and all hypothecs, mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever other than (i) those arising under the Shareholders' Agreement, (ii) those arising under the constating documents of Purchaser, (iii) restrictions on transfer arising under applicable Securities Laws or (iv) those securing any obligations of the PF Rollover Shareholders or any of their affiliates (to the extent the PF Rollover Shareholders or any such affiliate have taken any steps in that respect);

(i) the Parent Non-Voting Shares have been duly authorized and reserved for issuance and, when issued in accordance with the terms hereof, will be validly issued as fully paid and non-assessable shares of Parent, free and clear of any and all hypothecs, mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever other than (i) those arising under the Shareholders' Agreement, (ii) those arising under the constating documents of Parent, (iii) restrictions on transfer arising under applicable Securities Laws or (iv) those securing any obligations of the PF Rollover Shareholders or any of their affiliates (to the extent the PF Rollover Shareholders or any such affiliate have taken any steps in that respect);

(j) the Parent Voting Shares have been duly authorized and reserved for issuance and, when issued in accordance with the terms hereof, will be validly issued as fully paid and non-assessable shares of Parent, will have the attributes set out in Exhibit C and will be free and clear of any and all hypothecs, mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever other than (i) those arising under the Shareholders' Agreement, (ii) those arising under the constating documents of Parent, (iii) restrictions on transfer arising under applicable Securities Laws or (iv) those securing any obligations of the PF Rollover Shareholders or any of their affiliates (to the extent the PF Rollover Shareholders or any such affiliate have taken any steps in that respect);

(k) Parent is an indirect owner of all of the outstanding shares of Purchaser as outlined in the Steps Plan;

(l) a true and complete copy of each of the Rollover Agreements to be entered into concurrently with this Agreement by Purchaser and Parent with the Other Rollover Shareholders has been remitted to the PF Rollover Shareholders; and

(m) immediately following (i) the subscription set forth in Section 1(1) and (ii) the Effective Time and after giving effect to the transactions contemplated by the Plan of Arrangement and the Rollover Agreements, the authorized share capital of Parent will consist of securities set forth in Exhibit C, of which only the securities set forth in Exhibit C will be issued and registered in the name of the holders set out therein.

Section 6. TRANSFERABILITY

Except for the transactions described herein and in the Plan of Arrangement, the PF Rollover Shareholders shall not, directly or indirectly, sell, transfer, assign, pledge, convert into Subordinate Voting Shares or otherwise dispose of (whether with or without consideration and whether voluntarily or involuntarily by operation of law) any of the PF Rollover Shareholder Shares or the Options, PSUs or RSUs registered in the name of PF or any interest therein (each, an "**Impermissible Transaction**").

Any Impermissible Transaction shall be null and void ab initio, and the parties shall instruct the Company to instruct its transfer agent and other third parties not to, record or recognize any such Impermissible Transaction on the share register or other books and records of the Company.

Section 7. ARRANGEMENT AGREEMENT

The parties hereby acknowledge and agree that Purchaser may, in its sole and absolute discretion, modify or waive any term or condition of or amend or supplement the Arrangement Agreement in such manner as Purchaser considers, in its sole and absolute discretion, necessary or desirable, provided that any such modification, waiver, amendment or supplement shall not, without the prior consent of the PF Rollover Shareholders, reasonably be expected to have a material adverse effect on the transactions contemplated by this Agreement or on the economic interests of the PF Rollover Shareholders, including a decrease in the per share Consideration payable under the Arrangement or a change in the form of such Consideration or be adverse to the PF Rollover Shareholders in a manner disproportionate to all other Shareholders or the Other Rollover Shareholders.

Section 8. TERMINATION AND SURVIVAL

(1) This Agreement shall be automatically terminated and be of no further force or effect upon the valid termination of the Arrangement Agreement in accordance with its terms, except that in the case of a breach of this Agreement which occurred prior to such termination, the terms set out in Section 9 shall survive.

(2) All covenants, representations, warranties and agreements contained in this Agreement shall survive the Rollover Closing and shall continue in full force and effect for the benefit of the party to whom such covenants, representations and warranties are given until the date that is two years after the date of the Rollover Closing.

Section 9. SPECIFIC PERFORMANCE AND OTHER EQUITABLE REMEDIES

(1) The parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek injunctive relief, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for proof of damages or for the securing or posting of any bond in connection with the obtaining of any such relief. The rights set forth in this Section 9, including rights of specific performance and enforcement, subject to Section 9(2), are in addition to any other remedy to which the parties may be entitled at Law or in equity. None of the parties shall object to the granting of injunctive relief, specific performance or other equitable relief on the basis that there exists an adequate remedy at Law.

(2) Each party hereby agrees not to raise any objections to the availability of the equitable remedies provided for herein and the parties further agree that (a) by seeking the remedies provided for in this Section 9, a party shall not in any respect waive its right to seek any other form of relief that may be available to a party under this Agreement (including monetary damages), and (b) neither the commencement of any Proceeding pursuant to this Section 9 nor anything set forth in this Section 9 shall restrict or limit any party's right to pursue any other remedies under this Agreement that may be available then or thereafter.

Section 10. GENERAL PROVISIONS

(1) Time is of the essence in this Agreement. The mere lapse of time in the performance of the terms of this Agreement by any party will have the effect of putting such party in default in accordance with Articles 1594 to 1600 of the Civil Code of Quebec.

(2) This Agreement is intended to be and shall be and operate as an immediate, irrevocable, and effective transfer and assignment of the PF Rollover Shareholder Shares by each PF Rollover Shareholder to Purchaser, of the Purchaser Shares by each PF Rollover Shareholder to Parent, and of the Parent Non-Voting Shares by each PF Rollover Shareholder to Parent, in each case as at the time specified herein and in the Plan of Arrangement. The parties agree to do all such other acts and things as may be necessary to give effect to the provisions hereof, and without limiting the generality of the foregoing, to validly and effectively transfer the PF Rollover Shareholder Shares from each PF Rollover Shareholder to Purchaser as at the Rollover Closing.

(3) This Agreement will be governed by and interpreted and enforced in accordance with the Laws of the Province of Quebec and the federal Laws of Canada applicable therein. Each party to this Agreement irrevocably attorns and submits to the exclusive jurisdiction of the Quebec courts situated in the City of Montreal and waives objection to the venue of any Proceeding in such court or that such court provides an inconvenient forum.

(4) Any notice, or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or email sent to and addressed:

(i) if to Purchaser or Parent:

Neon Maple Purchaser Inc. / Neon Maple Parent Inc.c/o Advent International, L.P.
Prudential Tower, 800 Boylston Street
Boston, MA 02199-8069

Attention: Amanda McGrady Morrison
Email: [Redacted]

with a copy to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, Ontario M5L 1A9
Attention: Shlomi Feiner and Catherine Youdan
Email: [Redacted]

and to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Willard S. Boothby, P.C. and Frances D. Dales
Email: [Redacted]

(ii) if to the PF Rollover Shareholders:

Fayer Family Office
345 Victoria Ave., Suite 510
Westmount Quebec, H3Z 2N1
Attention: Avi Hasen
Email: [Redacted]

with a copy to:

Osler, Hoskin & Harcourt LLP
1000 De La Gauchetiere Street West, Suite 2100
Montreal, Quebec, H3B 4W5
Attention: Raphael Amram
Email: [Redacted]

Any notice or other communication is deemed to be given and received (a) if sent by personal delivery or same day courier, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (b) if sent by overnight courier at or prior to the courier's stated time for enabling next business day delivery, on the next Business Day, or (c) if sent by email, on the date such email was sent if it is a Business Day and such email was sent prior to 5:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day (provided in the case of email that no "bounceback" or notice of non-delivery is received by the sender within thirty (30) minutes of the time of sending). A party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the party at its changed address. Any element of a party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a party.

(5) The provisions of this Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto and the Company (the Company's consent not to be unreasonably withheld, conditioned or delayed), other than as set forth at Section 6 with regard to the PF Rollover Shareholders, and except that Purchaser may assign its rights under this Agreement in whole or in part without the prior written consent of the PF Rollover Shareholders to the Financing Sources as collateral security for the obligations of Purchaser or its affiliates, as the case may be, to such financiers, provided, however, that no such assignments shall relieve Purchaser or Parent of their respective obligations hereunder.

(6) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

(7) This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by all of the parties hereto and with the prior written consent of the Company (the Company's consent not to be unreasonably withheld, conditioned or delayed).

(8) Purchaser and Parent hereby undertake not to, without the prior written consent of the PF Rollover Shareholders (not to be unreasonably withheld, conditioned or delayed) and the Company (the Company's consent not to be unreasonably withheld, conditioned or delayed), modify or waive any material term or condition of or amend or supplement in any material respect any of the other Rollover Agreements.

(9) This Agreement and the Support and Voting Agreement constitute an understanding between the parties hereto with respect to the subject matter hereof and supersede any prior agreement, representation or understanding with respect thereto.

(10) All references to dollars or to $ are references to U.S. dollars, unless specified otherwise. All amounts and references to cash are to be denominated and paid in U.S. dollars, unless specified otherwise.

(11) The provisions of this Agreement and all ancillary and related documents thereto have been freely negotiated and the parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

(12) The parties expressly acknowledge that it is their express wish that this Agreement and all ancillary and related documents thereto be drafted in the English language. *Les parties aux présentes confirment que ce contrat a été librement négocié et les parties confirment également leur volonté expresse que la présente entente et tous les documents qui y sont accessoires soient rédigés en anglais.*

(13) Except as required by applicable Laws or regulations or by any Governmental Entity or in accordance with the requirements of any stock exchange, no party shall make any public announcement or statement with respect to this Agreement without the approval of the other party, which shall not be unreasonably conditioned, withheld or delayed. Moreover, the parties agree to consult with each other prior to issuing each public announcement or statement with respect to this Agreement or that refers to the PF Rollover Shareholders in connection with the Arrangement and to provide each other with a reasonable opportunity to review and comment on any draft of such public announcement or statement and to reasonably consider any such comments, subject to the overriding obligations of applicable Laws. Subject to the foregoing, each party hereby consents to the disclosure of the substance of this Agreement in any press release, documents filed with the Court in connection with the Arrangement or any filing pursuant to applicable Securities Laws, including the Circular and the Schedule 13E-3.

(14) If at any time after Closing, Purchaser, Parent or any PF Rollover Shareholder determines, or becomes aware that an “advisor” (as is defined for purposes of section 237.3 or section 237.4 of the Tax Act) or any other person has determined, that any transaction forming part of the same series of transactions as those contemplated by this Agreement is subject to the reporting requirements under section 237.3 or the notification requirements under section 237.4 of the Tax Act, including as a result of any future amendments or proposed amendments to such provisions, and any provincial equivalents (in this Section 11(14), the “**Disclosure Requirements**”), Purchaser, Parent or the PF Rollover Shareholders, as the case may be, shall promptly inform the other Party of its intent, or any other person’s intent, to comply with the Disclosure Requirements and the Parties will cooperate with respect to determining the applicability of such requirements. In the event that, following such cooperation, it is ultimately determined that any Party is required to file any applicable information return and/or disclosure in accordance with the Disclosure Requirements (in this Section 11(14), in each case, a “**Mandatory Disclosure**”), each Party required to file a Mandatory Disclosure (in this Section 11(14), a “**Disclosing Party**”) shall submit to the other Party a draft of such Mandatory Disclosure at least 30 days before the date on which such Mandatory Disclosure is required by Law to be filed, and such other Party shall have the right to make reasonable comments or changes on such draft by communicating such comments or changes in writing to the Disclosing Party at least 15 days before the date on which such Mandatory Disclosure is required by Law to be filed. The Disclosing Party shall consider in good faith any such comments or changes proposed by the other Party and shall incorporate such comments or changes which the Disclosing Party determines are reasonable and in accordance with Law. This provision shall also apply, mutatis mutandis, if any Party intends, or becomes aware of any person’s intention, to file, in relation to any transaction forming part of the same series of transactions as those contemplated by this Agreement, any disclosure on a

voluntary basis, including pursuant to the proposed subsection 237.3(12.1) of the Tax Act and any provincial equivalent.

(15) Nothing contained in this Agreement shall be deemed to vest in Purchaser any direct or indirect ownership or incidence of ownership of or with respect to PF Rollover Shareholder Shares prior to the Rollover Closing. All rights and all ownership and economic benefits of and relating to the PF Rollover Shareholder Shares shall remain vested in and belong to the applicable PF Rollover Shareholder and nothing herein shall, or shall be construed to, grant the Parent or Purchaser any power, sole or shared, to direct or control the voting or, subject to Section 6, the disposition of any such PF Rollover Shareholder Shares.

(16) Each party will pay for its own fees, costs and expenses (including the fees, costs and expenses of legal counsel, accountants and other advisors) incurred by such party in connection with this Agreement.

(17) In the event of any conflict between the terms of this Agreement and the Arrangement Agreement, the terms of the Arrangement Agreement will prevail and the parties hereto will forthwith cause any necessary alternations to be made to this Agreement so as to resolve the conflict.

(18) This Agreement may be executed in any number of counterparts (including counterparts executed and delivered by electronic means) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[*Signature page follows*.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first mentioned above.

/s/ Philip Fayer
Philip Fayer

WHISKEY PAPA FOX INC.

By: /s/ Philip Fayer
Philip Fayer
President

NEON MAPLE PURCHASER INC.

By: /s/ Ben Scotto
Ben Scotto
President

NEON MAPLE PARENT INC.

By: /s/ Ben Scotto
Ben Scotto
President

[*Signature Page – Rollover Agreement (PF)*]

EXHIBIT A

Governance Term Sheet and Steps Plan

[Omitted.]

EXHIBIT B

Form of Subscription for Parent Voting Shares

[Omitted.]

EXHIBIT C

Parent Capitalization

[Omitted.]

EXHIBIT D

Rollover Percentage Illustrative Example

[Omitted.]

Exhibit 99.10

JOINT FILING AGREEMENT

The undersigned hereby agree that the statement on Schedule 13D with respect to the Subordinate Voting Shares, no par value, of Nuvei Corporation dated as of the date hereof is, and any further amendments thereto signed by each of the undersigned shall be, filed on behalf of each of the undersigned pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended.

The undersigned further agree that each party hereto is responsible for the timely filing of the Schedule 13D, and for the accuracy and completeness of the information concerning such party contained therein; *provided*, *however*, that no party is responsible for the accuracy or completeness of the information concerning any other party, unless such party knows or has a reason to believe that such information is inaccurate.

It is understood and agreed that a copy of this Joint Filing Agreement shall be attached as an exhibit to the Schedule 13D, filed on behalf of each of the parties hereto.

Dated: April 8, 2024

NOVACAP MANAGEMENT INC.

/s/ Pascal Tremblay

Name: Pascal Tremblay
Title: President and CEO, Managing Partner

CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC

/s/ Soulef Hadjoudj
Name: Soulef Hadjoudj
Title: Senior Director, Legal Affairs

WHISKEY PAPA FOX INC.

/s/ Philip Fayer

Name: Philip Fayer

Title: Chairman and Chief Executive Officer

Philip Fayer

By: /s/ Philip Fayer
Philip Fayer