



**COVEO SOLUTIONS INC.
ANNUAL INFORMATION FORM**

Fiscal Year ended March 31, 2022

June 14, 2022

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EXPLANATORY NOTES

Unless the context indicates otherwise, the use in this annual information form (the “Annual Information Form” or “AIF”) of the terms “our”, “we”, “us”, “Coveo”, “Company”, and “Corporation” collectively refers to Coveo Solutions Inc. and its subsidiaries or, depending on the context, to any one of them.

All disclosures in this Annual Information Form are as of March 31, 2022 unless otherwise indicated. Coveo’s public disclosure documents referred to from time to time in this Annual Information Form are incorporated by reference and may be found in their entirety on the System for Electronic Document Analysis and Retrieval (“SEDAR”) (sedar.com) or on Coveo’s corporate website (ir.coveo.com).

This Annual Information Form pertains to the 52-week fiscal year of the Corporation ended on March 31, 2022, unless stated otherwise and except for information in documents incorporated by reference that have a different date.

Unless otherwise specified, all references to “US\$”, “\$”, and “U.S. dollars” are to United States dollars and all references to “C\$” are to Canadian dollars.

Industry Metrics

This AIF makes reference to SaaS Subscription Revenue, Net Expansion Rate, and SaaS Annualized Contract Value (in each case, as defined below), which are operating metrics used in our industry.

“Net Expansion Rate” is a rate calculated by considering a cohort of customers at the end of the period 12 months prior to the end of the period selected, and dividing the SaaS Annualized Contract Value (as defined below) attributable to that cohort at the end of the current period selected, by the SaaS Annualized Contract Value attributable to that cohort at the beginning of the period 12 months prior to the end of the period selected. Expressed as a percentage, the ratio:

- (i) Excludes any SaaS Annualized Contract Value from new customers added during the 12 months preceding the end of the period selected;
- (ii) Includes incremental SaaS Annualized Contract Value sold to the cohort over the 12 months preceding the end of the period selected;
- (iii) Is net of the SaaS Annualized Contract Value from any customer whose subscriptions terminated or decreased over the 12 months preceding the end of the period selected; and
- (iv) Includes customers who converted from self-managed (on-premise) licenses and maintenance services to SaaS subscriptions during the 12 months preceding the end of the period selected.

“SaaS Annualized Contract Value” means the SaaS annualized contract value of a customer’s commitments calculated based on the terms of that customer’s subscriptions, and represents the committed annualized subscription amount as of the measurement date.

“SaaS Subscription Revenue” means our SaaS subscription revenue, as presented in our financial statements in accordance with IFRS.

See the “Key Performance Indicators” section of our Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”) for the year ended March 31, 2022.

FORWARD-LOOKING INFORMATION

This Annual Information Form contains “forward-looking information” and “forward-looking statements” (collectively, “forward-looking information”) within the meaning of applicable securities laws. Such forward-looking information includes, but is not limited to, information with respect to our objectives and the strategies to achieve these objectives, as well as information with respect to our beliefs, plans, expectations, anticipations, estimates, and intentions.

This forward-looking information is identified by the use of terms and phrases such as “may”, “would”, “should”, “could”, “might”, “will”, “achieve”, “occur”, “expect”, “intend”, “estimate”, “anticipate”, “plan”, “foresee”, “believe”, “continue”, “target”, “opportunity”, “strategy”, “scheduled”, “outlook”, “forecast”, “projection”, or “prospect”, the negative of these terms and similar terminology, including references to assumptions, although not all forward-looking information contains these terms and phrases. In addition, any statements that refer to expectations, intentions, projections, or other characterizations of future events or circumstances contain forward-looking information. Statements containing forward-looking information are not historical facts but instead represent management’s expectations, estimates, and projections regarding future events or circumstances.

This forward-looking information includes, among other things, statements relating to: our business plans and strategies (including growth strategies); expectations regarding Coveo’s revenue and revenue mix, expenses, and other operating results; expectations regarding our ability to successfully retain and expand relationships with existing customers; expectations regarding growth opportunities and our ability to capture an increasing share of addressable markets, including for commerce solutions, and strengthen our competitive position; and expectations regarding our ability to increase our penetration of international markets and selectively pursue and successfully integrate acquisitions, including in respect of identified cross-selling opportunities.

Forward-looking information is necessarily based on a number of opinions, estimates, and assumptions that we considered appropriate and reasonable as of the date such statements are made. Although the forward-looking information contained herein is based upon what we believe are reasonable assumptions, actual results may vary from the forward-looking information contained herein. Certain assumptions made in preparing the forward-looking information contained in herein include: our ability to capitalize on growth opportunities and implement our growth strategy; our ability to attract new customers, both domestically and internationally; the success of our efforts to expand our product portfolio and market reach; our ability to maintain successful strategic relationships with partners and other third parties; assumptions regarding our future capital requirements; assumptions regarding available liquidity under our revolving credit facility; the accuracy of our estimates of market opportunity and growth forecasts; our success in identifying and evaluating, as well as financing and integrating, any acquisitions, partnerships, or joint venture; and our ability to execute on our expansion plans. Moreover, forward-looking information is subject to known and unknown risks, uncertainties, and other factors, many of which are beyond our control, that may cause the actual results, level of activity, performance, or achievements to be materially different from those expressed or implied by such forward-looking information, including but not limited to the risk factors described under “Risk Factors” in this AIF. There can be no assurance that such forward-looking information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such information. Accordingly, prospective investors should not place undue reliance on forward-looking information, which speaks only as of the date made.

Moreover, we operate in a very competitive and rapidly changing environment. Although we have attempted to identify important risk factors that could cause actual results to differ materially from those contained in forward-looking information, there may be other risk factors not presently known to us or that we presently believe are not material that could also cause actual results or future events to differ materially from those expressed in such forward-looking information.

The forward-looking statements made in this AIF relate only to events or information as of the date on which the statements are made in this AIF and are expressly qualified in their entirety by this cautionary statement. Except as required by law, we do not assume any obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events.

CORPORATE STRUCTURE

Name, Address, and Incorporation

Coveo was incorporated on August 26, 2004 under the CBCA under the name “Copernic Business Solutions Inc.”, and changed its name to “Coveo Solutions Inc.” on October 13, 2004.

On November 25, 2005, we filed articles of amendment to split all of our issued and outstanding common shares on a 441.27381-for-1 basis.

On September 26, 2006, we filed articles of amendment to: (i) create an unlimited number of convertible preferred shares; (ii) add the rights, privileges, conditions and restrictions attaching to such preferred shares; (iii) add certain restrictions on the transfer of shares of Coveo; and (iv) remove the closed company provisions.

On February 15, 2008, we filed articles of amendment to: (i) create a new class of shares, being an unlimited number of Series A preferred shares, and add the rights, privileges, conditions, and restrictions attaching to such Series A preferred shares; (ii) exchange the issued and outstanding convertible preferred shares into new Series A preferred shares on a 1.1693212 Series A preferred share-for-1 convertible preferred share basis; and (iii) cancel the convertible preferred shares including the rights, privileges, restrictions, and conditions attached to such convertible preferred shares.

On December 4, 2009, we filed articles of amendment to: (i) amend the rights, privileges, restrictions, and conditions attached to the common shares; (ii) amend the rights, privileges, restrictions, and conditions attached to the Series A preferred shares; and (iii) create a new class of shares, being an unlimited number of Series B preferred shares, and add the rights, privileges, conditions, and restrictions attaching to such Series B preferred shares.

On December 7, 2012, we filed articles of amendment to: (i) amend the rights, privileges, restrictions, and conditions attached to the common shares; (ii) amend the rights, privileges, restrictions, and conditions attached to each of the Series A and Series B preferred shares; and (iii) create a new class of shares, being an unlimited number of Series C preferred shares, and add the rights, privileges, conditions, and restrictions attaching to such Series C preferred shares.

On November 4, 2015, we filed articles of amendment to: (i) amend the rights, privileges, restrictions, and conditions attached to the common shares; (ii) amend the rights, privileges, restrictions, and conditions attached to each of the Series A, Series B, and Series C preferred shares; and (iii) create a new class of shares, being 11,366,847 Series D preferred shares, and add the rights, privileges, conditions, and restrictions attaching to such Series D preferred shares.

On March 26, 2018, we filed articles of amendment to: (i) amend the rights, privileges, restrictions, and conditions attached to the common shares; (ii) amend the rights, privileges, restrictions, and conditions attached to each of the Series A, Series B, Series C, and Series D preferred shares; and (iii) create a new class of shares, being 6,659,423 Series E preferred shares, and add the rights, privileges, conditions, and restrictions attaching to such Series E preferred shares.

On November 4, 2019, we filed articles of amendment to: (i) amend the rights, privileges, restrictions, and conditions attached to the common shares; (ii) amend the rights, privileges, restrictions, and conditions attached to each of the Series A, Series B, Series C, Series D, and Series E preferred shares; and (iii) create a new class of shares, being 12,006,526 Series F preferred shares and add the rights, privileges, conditions, and restrictions attaching to such Series F preferred shares.

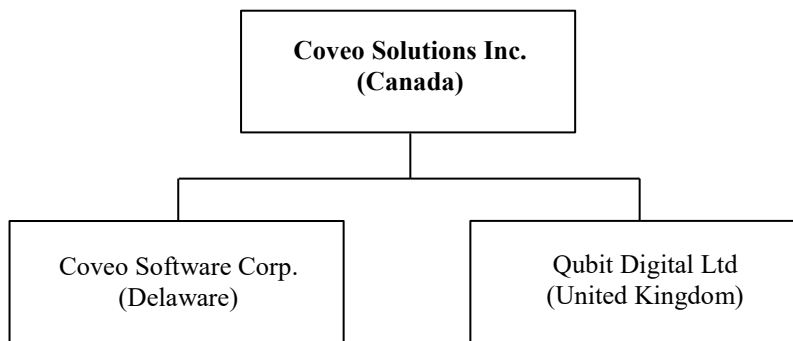
On March 31, 2021, we filed articles of amendment to amend the rights, privileges, restrictions, and conditions attached to each of the Series B, Series C, Series D, Series E, and Series F preferred shares.

On November 24, 2021, Coveo completed its initial public offering (the “IPO”). Immediately prior to closing of our IPO, we implemented a number of pre-closing capital changes. Namely, the Corporation amended its share capital to provide for an unlimited number of subordinate voting shares (the “Subordinate Voting Shares”), multiple voting shares (the “Multiple Voting Shares”), and preferred shares issuable in series (the “Preferred Shares”), each with the attributes described under “Description of Share Capital”.

Our headquarters and registered office are located at 3175 des Quatre-Bourgeois, Suite 200, Quebec, Québec, G1W 2K7, Canada.

Intercorporate Relationships

The following organization chart indicates the intercorporate relationships of the Company and its material subsidiaries, together with the jurisdiction of formation, incorporation, or continuance of each entity, upon completion of the Pre-Closing Capital Changes. Such material subsidiaries are wholly-owned (directly or indirectly) by the Company:



BUSINESS OF COVEO

Our Platform – The Coveo Relevance Cloud™

The Coveo Relevance Cloud™ platform is the intelligence behind the relevant digital experiences people expect. It is a cloud-native, multi-tenant SaaS platform that uses data analytics and AI to inject search, recommendations, and personalization solutions into digital experiences, enabling businesses to effortlessly deliver the relevant cross-channel experiences that we believe their customers, partners, and employees expect. Our platform retrieves and indexes content from a multitude of internal and external siloed and disparate sources and marries that data with click-stream events and behavior patterns. Our AI and machine learning models find context in the data in real-time, understand what users are looking for, and learn which content delivers optimal outcomes based on a deep understanding of what has worked best for others. As more data accumulates, the model learns to better predict each user’s needs and automatically offers recommendations and personalized content to each user. Our platform continuously collects signals and learns from every interaction, which heightens relevance from each interaction to the next and creates a high velocity network effect of continuously improving relevance.

Our platform was built to serve the needs of enterprises of all sizes, with the goal of accelerating the application of AI platforms to deliver great customer experiences and maximize business outcomes. Our solutions can address a precise and singular use case for a specific team within an organization and can expand to enterprise-wide solutions to deliver relevant experiences across multiple teams, use cases, channels, and regions. Our solutions seek to transform the outcome of digital interactions and are designed to provide significant return on investment to our customers by helping to drive conversion rate and revenue growth, boost profitability, reduce customer support costs, increase customer satisfaction and website engagement, and improve employee proficiency and satisfaction.

The Coveo Relevance Cloud platform enables businesses to deliver individualized digital experiences at scale across commerce, service, websites, and workplace applications:

- **Commerce.** Our platform allows businesses to deliver intelligent buying experiences at scale. It delivers intuitive search, relevant product recommendations, and personalized shopping experiences for every part of a customer’s journey. Our solutions are designed to boost revenue growth and profits by improving the percentage of visitors to a website that purchased something from a given online store over a set period of time (“Purchase Conversion Rates”), increasing cart sizes with upsells, and driving higher customer loyalty, translating into more repeat and recurring

purchases for both business-to-business (“B2B”) and business-to-consumer (“B2C”). Right from the customer’s initial interactions with a website, our personalization-as-you-go AI models automatically begin tailoring the commerce experience of each visitor. Search results, query suggestions, and refinements are all automatically made more relevant by leveraging the intent of each user inferred by our models. Further optimization of conversion rates, revenue, and profits throughout the customer journey is achieved through the deployment of a variety of AI-powered recommendations and personalization strategies available within our platform.

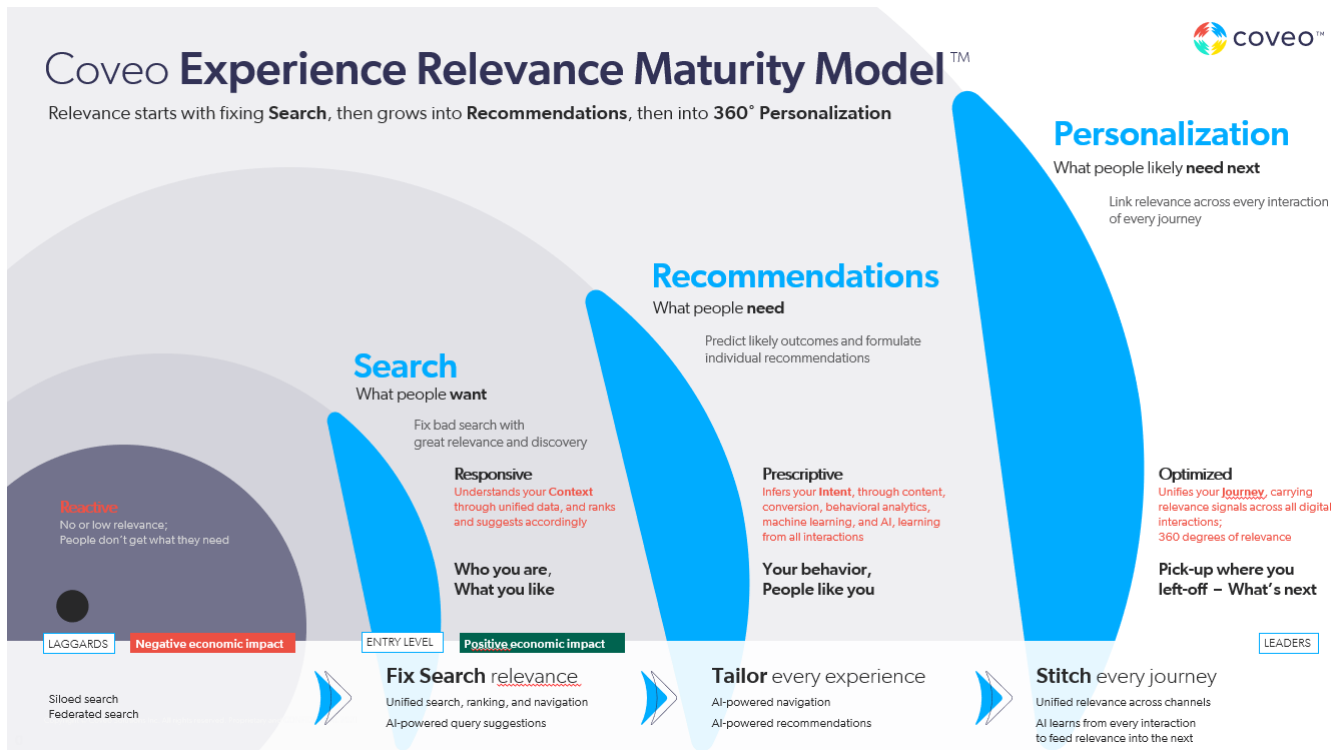
- **Service.** Our platform provides service solutions for customers, partners, dealers, and customer-facing employees. Our service solutions are built to quickly connect users to the answers they seek, with AI that powers self-service on customer, partner, and dealer portals, chatbots, and natively within applications. We provide customer support agents with full line of sight on a customer’s journey and immediate access to the most relevant answers to enable them to solve issues more quickly and easily. The Coveo Relevance Cloud™ platform can increase customer satisfaction by enabling customers to better self-serve, deflecting cases, and boosting customer agent proficiency. As a result, we believe the use of our service solutions can also lead to significant support cost savings for our customers.
- **Websites.** Our website solutions address website search deficiencies for businesses across any industry by providing search relevance from the first day of “go-live” and often serve as the entry point for a customer’s journey toward relevance. Our platform seamlessly connects visitors to the content they are looking for with intelligent, tailored, and personalized search experiences that help them engage, learn, and convert. Through unified visitor data, search, and AI, it simplifies customer engagement and provides an intuitive and unique experience to visitors by inferring each visitor’s intent and connecting them to the most relevant content as they interact across web and mobile. Our solutions help to increase website engagement and keep users on the website longer, and have shown to improve key performance indicators (“KPIs”) that matter for websites such as the percentage of website visitors who performed the expected outcome from a given online store in a set period of time (“Website Conversion Rate”), the percentage of searches with at least one opened document from search results (“Click-Through Rate”), the metric representing the average position of opened items in a search result list (“Average Click Rank”), the gap between the available and the searched content, as measured by the number of queries with no results (“Content Gap Score”), and more.
- **Workplace.** Our platform provides workplace solutions to make knowledge easy to find across enterprise applications, making general and role-relevant information easily accessible and specifically tailored to each employee via AI-powered intranets, self-service portals, and helpdesks. Our solutions seek to empower employees to do more on their own, wherever they work, by improving self-service and helping them become more effective and productive. We also provide internal helpdesk agents with line of sight into an employee’s digital journey prior to the service call or ticket submission, helping them to resolve cases faster. We believe this often results in improved employee proficiency and satisfaction.

Coveo Relevance Maturity Model

In the new digital experience economy, experience often prevails over the product itself. People expect more than product-centric, channel-specific, and persona-driven experiences. As such, siloed, keyword-based search, which is the simplest form of search and confined to providing results that directly feature specific keywords, is no longer sufficient. The Coveo Relevance Cloud™ platform was built to make relevance attainable for all businesses. The Coveo Relevance Maturity Model is the journey on which our platform takes customers to progressively improve the digital experiences they provide to their constituents, culminating in 360 degrees of relevance and the ability to anticipate the needs of customers, partners, or employees, sometimes before they themselves are aware. The three levels of the Coveo Relevance Maturity Model are *Search*, *Recommendations*, and *Personalization*:

- **Search.** At the *Search* level, our AI-powered search engine connects people to the most relevant information by understanding from the data their context, who they are, and what they like. At this stage, relevance is responsive and personal based on data known about the user. Our platform retrieves, securely indexes, and unifies content across multiple siloed and disparate sources, no matter the type of data, whether structured or unstructured, and provides intelligently ranked results and AI-powered automatic query suggestions in order to deliver the optimal ranking and outcome for a search.

- **Recommendations.** At the *Recommendations* level, our relevance model helps people discover the content, products, and services they need. At this stage, relevance is contextual to each user’s profile and behavior as well as those of users with similar profiles. This enables our state-of-the-art recommendations engine to tailor every individual’s experience by inferring their intent and anticipating their needs at each step of their digital journey using behavioral analytics, machine learning, and deep learning to provide AI-powered navigation and recommendations.
- **Personalization.** At the *Personalization* level, the Coveo Relevance Cloud™ unifies users’ journeys to deliver 360 degrees of relevance across all channels, linking every interaction of an individual’s journey across multiple use cases. At this stage, our content personalization engine anticipates what people will likely need next, carries relevance signals across all digital interactions, and learns from every interaction, which heightens relevance from each interaction to the next and creates a high velocity network effect of continuously improving relevance. Every action taken by an individual across many different digital touchpoints is a signal that allows the platform to further optimize the user journey.



Our Services

Our Coveo Relevance Cloud™ platform supports multiple use cases for commerce, service, websites, and workplace applications. Our solutions are designed to provide tangible value to our customers by helping to drive conversion rate and revenue growth, boost profitability, reduce customer support costs, increase customer satisfaction and website engagement, and improve employee proficiency and satisfaction.



Our solutions include:

Commerce

Our platform allows businesses to deliver intelligent buying experiences at scale. It delivers intuitive search, tailored product recommendations, and personalized shopping experiences for each part of a customer’s journey. Our solutions are designed to boost revenue growth and profits by improving Purchase Conversion Rates, increasing cart sizes with upsells, and driving higher customer loyalty translating into more repeat and recurring purchases for both B2B and B2C. In this respect, our solutions have been shown to increase average online revenue from sales per visitor (“Revenue per Visit”) by 25% or more on average and the metric representing the average value of a basket for visitors building their basket, but not necessarily checking out (“Average Order Value”) by approximately 10%, in each case over comparable time periods of varying lengths and based on information available to us for a sample of our customers.⁽¹⁾ Additionally, in October 2021, we acquired a provider of AI-powered personalization solutions for merchandising teams, Qubit, to expand our commerce capabilities and expertise.

¹ Management estimates based on results achieved in trials or deployments and based on feedback from our customers and/or data collected by us. These estimates are limited by the scaling factors of extrapolating these results from the specific project scope of each trial or deployment. These estimates may be based on specific projects within an organization and the results might not scale across the customer’s entire business. These estimates are based on (i) for commerce, data points across 4 to 6 customers, (ii) for service, data points across 4 to 21 customers, (iii) for websites, data points across 3 to 4 customers, and (iv) for workplace, data points across 4 to 10 customers; and in each case, the data and feedback were collected from customer engagements occurring in the years 2014 to 2021.

Supported use cases include:

- **B2B Commerce:** Offers business-to-business customer-centric journeys for the purchasing processes of individual brands and marketplaces, and unifies catalog and purchase support content, such as purchasing guides, manuals, spec sheets, specific pricing terms, and warranty information, through one intelligent search interface, resulting in frictionless product discovery and entitlement management.
- **B2C Commerce:** Provides AI-powered experiences to consumers, automatically personalizing the journey for each shopper based on their context and behavior, recommending the most relevant products, offering dynamic landing page curation, and displaying in real-time individual store availability for each product variant.
- **Brick-and-Mortar Commerce:** Delivers personalized content, such as promotions, to customers as they enter a store or a shopping mall by analyzing previous interactions to provide augmented patron experiences and increase shopping relevance.
- **Marketplace / App Store:** Offers marketplace administrators the ability to deliver best-in-class shopping experiences on their digital commerce websites through tailored relevance models that are optimally tuned to drive application trials and purchases, with the user's full journey captured to continually improve the experience.

Service

Our platform provides solutions to rapidly connect customers, partners, dealers, and customer-facing employees to the answers they seek. Our service solutions enable self-service for users, with AI that powers customer, partner, and dealer portals on websites, chatbots, and natively within applications, and provide them with engaging and informative content. We also empower customer support agents with full line of sight on a customer's journey as well as immediate access to the most relevant answers to enable them to solve issues more quickly and easily. Our solutions aim to increase overall customer satisfaction by improving customer self-service, deflecting cases, and boosting customer agent proficiency. In this respect, our solutions have been shown to improve average self-service success rates by approximately 50%, average case deflection by approximately 40%, and average case resolution time by approximately 25%, in each case over comparable time periods of varying lengths and based on information available to us for a sample of our customers.⁽²⁾ Because of these benefits, we believe that our service solutions can lead to significant customer support cost savings.

Supported use cases include:

- **Chatbots:** Augments the chatbot experience with content and answers provided by our platform, in the flow of the conversation.
- **Communities:** Adds valuable and relevant company knowledge to a business's community site, helping the business to foster and nurture communities of like-minded customers.
- **Customer Support Agents:** Helps increase agent proficiency by putting the most relevant, case-specific information at their fingertips as they engage with customers.
- **In-App Experience:** Embeds our support solutions within applications via a single line of code to allow users to self-serve directly in the flow of their work, with configuration of the experience all done through our easy-to-use web administration interface to enable fast deployment and experimentation.

² Management estimates based on results achieved in trials or deployments and based on feedback from our customers and/or data collected by us. These estimates are limited by the scaling factors of extrapolating these results from the specific project scope of each trial or deployment. These estimates may be based on specific projects within an organization and the results might not scale across the customer's entire business. These estimates are based on (i) for commerce, data points across 4 to 6 customers, (ii) for service, data points across 4 to 21 customers, (iii) for websites, data points across 3 to 4 customers, and (iv) for workplace, data points across 4 to 10 customers; and in each case, the data and feedback were collected from customer engagements occurring in the years 2014 to 2021.

- **Partner and Dealer Portals:** Unifies sales, marketing, training, and enablement content from across all repositories into a single, easy-to-access hub to empower partners and dealers to self-serve.
- **Support Portals:** Empowers customers and partners to self-serve by providing AI-powered search to connect them with the information they are looking for, whether on a website, portal, app, or other digital channels.

Websites

Our website solutions address website search deficiencies for businesses across any industry by providing search relevance from the first day of go-live and often serve as the entry point for our customers' journey toward relevance. Our platform seamlessly connects visitors to the content they are seeking with intelligent, tailored, and personalized search experiences that help them engage, learn, and convert. Through unified visitor data, search, and AI, it simplifies customer engagement and provides an intuitive and unique experience to visitors by inferring each visitor's intent and connecting them to the optimal content as they interact across web and mobile. Our solutions help to increase website engagement and keep users on the website longer, and have been shown to improve KPIs that matter for websites such as Website Conversion Rate, Click-Through Rate, Average Click Rank, Content Gap Score, and more. In this respect, our solutions have been shown to improve website engagement by increasing average Website Conversion Rate by approximately 55% and average time spent on site by approximately 25%, in each case over comparable time periods of varying lengths and based on information available to us for a sample of our customers.⁽³⁾ We believe this improved search experience helps to boost website visitor satisfaction, expand users' consumption of content, and increase conversion rates.

Workplace

Our platform provides workplace solutions to empower employees by making general and role-relevant information easily accessible and specifically tailored to each employee across enterprise applications such as self-service portals, intranets, and help desks. Our solutions are designed to deliver more relevant information to employees wherever they work, empowering them to do more on their own, improving self-service, and helping them become more effective and productive. We also provide internal helpdesk agents with line of sight into an employee's digital journey prior to the service call or ticket submission, helping them to resolve cases faster. We believe this often results in improved employee proficiency and satisfaction. In this respect, our solutions have been shown to increase average Click-Through Rates by approximately 70%, boost average Search Relevance (as defined below) by approximately 45%, and reduce average Content Gap Scores by approximately 30%, in each case over comparable time periods of varying lengths and based on information available to us for a sample of our customers.⁽³⁾ For the purpose of this section, "Search Relevance" means the metric calculated based on the Click-Through Rate and the Average Click Rank to highlight ranking issues, whereby "Average Click Rank" means the metric representing the average position of opened items in a search result list.

Supported use cases include:

- **Employee Self-Service Portals:** Enables employees to easily find what they need by connecting enterprise content through a single index, and uses AI to deliver matches through relevant search results, proactive recommendations, and smart chatbots, thereby freeing up organization-wide resources to focus on critical tasks.
- **Intranets and Knowledge Management:** Makes a business's digital hub or intranet the go-to place for enterprise knowledge by layering our AI over a company's enterprise systems, centralizing knowledge resources, enabling intelligent search and content discovery, and personalizing the experience for every employee.

³ Management estimates based on results achieved in trials or deployments and based on feedback from our customers and/or data collected by us. These estimates are limited by the scaling factors of extrapolating these results from the specific project scope of each trial or deployment. These estimates may be based on specific projects within an organization and the results might not scale across the customer's entire business. These estimates are based on (i) for commerce, data points across 4 to 6 customers, (ii) for service, data points across 4 to 21 customers, (iii) for websites, data points across 3 to 4 customers, and (iv) for workplace, data points across 4 to 10 customers; and in each case, the data and feedback were collected from customer engagements occurring in the years 2014 to 2021.

- **Service Management:** Injects AI-powered search and recommendations directly in information technology and human resources workflows, helping service agents and fulfillers to resolve cases more easily and rapidly.

Intellectual Property

We rely on a combination of intellectual property laws, confidentiality procedures, and contractual provisions to protect our proprietary products and technology, our brand, and our competitive advantage in Australia, Canada, Europe, Ireland, the U.K., the United States, and other jurisdictions in which we conduct our business. We have registered, and applied for the registration of, Canadian, U.S., and European trademarks, service marks, and domain names. Over time, we have assembled and continue to assemble a portfolio of registered and non-registered trademarks, service marks, copyrights, domain names, and trade secrets covering our products and services. We currently have three active patents and five pending patent applications.

We have been issued trademark registrations in Canada, the United States, Australia, the European Union, and the U.K. (as a result of the automatic transfer of European registered trademarks in connection with Brexit) covering the trademark “COVEO” as well as our logo. Further to the acquisition of Qubit Digital Ltd (“Qubit”) in October 2021 (the “Qubit Acquisition”), we own trademark registrations in the United States, the U.K. and the European Union covering certain trademarks, including the trademark “QUBIT”.

We have four pending trademark applications in the United States and three in Canada. We also have confidentiality agreements, assignment agreements, and license agreements with employees and third parties, which limit access to and use of our intellectual property.

Intellectual property is a component of our ability to be a leading provider of AI, intelligent search, recommendations, and personalization technologies, and any significant impairment of, or third-party claim against, our intellectual property rights could harm our business or our ability to compete. We are subject to risks related to our intellectual property. For more information, see “Risk Factors – Risks Relating to Intellectual Property and Technology”.

Competitive Environment

While we do not believe that any specific competitor offers the distinct and comprehensive value proposition and capabilities that we offer, we operate in a competitive, fragmented market with ever-changing technology and customer needs. Our key competitors can be categorized based on their approach to the market, and include:

- **SaaS search providers:** Algolia, Bloomreach, Lucidworks, SearchUnify
- **On-premise search providers:** Lucidworks, Mindbreeze, Sinequa
- **Open source:** Elastic, Lucene, Solr

While we also compete to a lesser extent against the native search offerings of some large technology companies, we act in partnership with several of these companies to enhance their platforms with our solutions and features.

We believe that the principal competitive factors in our market are:

- Platform features and functionality, including sophistication of machine learning, cognitive, and predictive capabilities;
- Ability to address a variety of evolving customer needs and use cases;
- Ease of implementation and use;
- Demonstrable results and relevance analytics;

- Enterprise-grade security and reliability;
- Availability of third-party integrations;
- Rapid time to value;
- Strength of sales and marketing and brand awareness;
- Ability to connect to and index a significant amount of content sources and systems;
- Enterprise scalability;
- Speed and ability to manage and process large volumes of data; and
- Continued innovation.

We believe that we compare favorably with respect to each of these principal competitive factors. We seek to differentiate ourselves from competitors with sophisticated applied AI solutions that enable enterprises of all sizes to deliver relevance in almost all digital experiences. We do not believe that any of our competitors offer an integrated solution with all of the features, functionalities, and use cases of our platform. Some of our competitors offer reactive keyword-based search with limited or no AI features that simply cannot deliver the predictive and personalized experiences that we believe people expect, while others focus on specific applications or use cases that lack the breadth to connect the entire user journey. Nevertheless, some companies may choose to do business with other vendors that offer a different approach to the market, a lower-cost solution, and/or native integrations we do not offer, or that have greater name recognition, larger sales and marketing budgets, and/or a broader geographic presence.

See “Risk Factors – Substantial and increasingly intense competition within our industry may harm our business”.

Seasonality and Cyclicalities

Historically, we have experienced quarterly fluctuations and seasonality based on the timing of entering into agreements with new and existing customers. Trends in our business, financial condition, results of operations, and cash flows are impacted by seasonality in our sales cycle which generally reflects a trend to greater sales of SaaS subscriptions in our third fiscal quarter and lower sales of SaaS subscriptions in our first and second fiscal quarters, though we believe this trend has been somewhat masked by our overall growth.

Regulations and Industry Standards

Government Regulation and Industry Standards

We operate in a complex legal and regulatory environment and are subject to a number of federal, state, provincial, territorial, and foreign laws and regulations that affect companies conducting business on the internet. Our business and the solutions that we offer are subject to a variety of laws and regulations in Australia, Canada, Europe, Ireland, the United Kingdom, the United States, and other jurisdictions in which we operate. As described more fully below, failure to comply with the laws and regulations in the jurisdictions in which we operate may result in regulatory or other fines, sanctions, or measures being imposed on us or our subsidiaries, and may result in constraints on our ability to continue to operate or to continue to grow our business. We are subject to risks relating to the regulatory environment in which we operate. For more information, see “Risk Factors – Risks Relating to Regulation”.

Privacy and Data Protection Laws and Regulations

In connection with the various solutions we provide to our customers in several jurisdictions, including Australia, Canada, Europe, Ireland, the U.K., and the United States, we collect, transfer and process the personal data provided by our customers and, in some cases through providing our solutions to our customers, their customers, that include all types of personal data, with some limited exceptions, such as personal health data for customers subscribing to our HIPAA (as defined below) compliant solution, credit card information, and other categories of personal data that may be restricted under specific laws. In connection with the solutions we offer, we host our customers' data in the cloud using notably Amazon Web Services and Snowflake, and, as required by applicable privacy and data protection laws and in accordance with the agreements we have in place with our customers, we agree to bear responsibility for the acts and omissions of such subprocessors, subject to the liability limitations negotiated between the parties.

Accordingly, we are subject to federal, state, provincial, territorial, and foreign laws regarding privacy and the protection of data, which, among other things, restrict the collection, transfer, and processing of such personal data, require us to rely on assurances from our customers that they have obtained all necessary consents, and provided notices to individuals about certain rights to prevent the use and disclosure of protected information. Further, some jurisdictions have enacted laws requiring companies to notify governmental authorities, individuals, and/or other third parties of certain types of privacy or security breaches, such as those involving certain types of personal data or those giving rise to significant risk of harm to an individual. Our agreements with customers require us to notify them in the event of a security incident. Additionally, some jurisdictions (including Canada and the European Union) as well as our contracts with certain customers, require us to use industry-standard or reasonable measures to safeguard personal or confidential data. We publicly post documentation on our website regarding our data privacy practices.

In Canada, the *Personal Information Protection and Electronic Documents Act* (Canada) (“PIPEDA”) and certain Canadian provincial laws impose privacy obligations on private sector organizations. Many of these laws impose privacy compliance requirements as well as obligations to provide notification of privacy breaches to affected individuals, state officers, consumer reporting agencies, businesses or governmental agencies that control such personal data. For example, PIPEDA includes breach of security safeguard regulations and if the real risk of significant harm test is met, it would require: (i) a report to the Privacy Commissioner of Canada; (ii) notification to affected individuals about the breach; and (iii) keeping a record of the breach. In some instances, non-compliance with these requirements can result in regulatory investigations and monetary penalties of up to C\$100,000 per offence.

We are subject to Canada's PIPEDA, and the analogous provincial laws, which similarly impose data privacy and security obligations on our collection, transfer, and processing of personal data. We maintain a privacy program to ensure compliance with global privacy standards, such as those under the *General Data Protection Regulation* (“GDPR”). In November 2020, Bill C-11, also known as the *Digital Charter Implementation Act, 2020*, was introduced in the federal House of Commons and would repeal parts of PIPEDA and replace them with a new legislative regime governing the collection, use, and disclosure of personal data for commercial activity in Canada. As the core of this regime, the *Consumer Privacy Protection Act* (“CPPA”) would be enacted to maintain, modernize, and extend existing rules and to impose new rules on private sector organizations for the protection of personal data. The CPPA would also continue and enhance the role of the Privacy Commissioner in overseeing organizations' compliance with these measures. The *Personal Information and Data Protection Tribunal Act* would be enacted to create a Tribunal to hear appeals of orders issued by the Privacy Commissioner and apply a new administrative monetary penalty regime created under the CPPA. It also contemplates a right of private action which may result in more litigation. While Bill C-11 has been tabled, it is unclear when it is coming into force and is subject to further review and amendments. Nevertheless, we anticipate that upon its coming into force, it will result in us reviewing our privacy compliance programs that may materially increase compliance costs and possibly restrict our ability to do business as currently conducted.

We are also subject to Québec's *Act respecting the protection of personal information in the private sector* (the “Private Sector Act”). On September 21, 2021, Québec National Assembly adopted Bill 64, which proposes major amendments to the Private Sector Act, notably, to impose new obligations on Québec businesses (including additional requirements for transferring personal information outside of Quebec Province), while significantly increasing the powers of its supervisory authority. New proposed penal provisions introduce fines for non-compliance of either up to C\$25,000,000 or 4% of worldwide turnover for the preceding fiscal year, whichever sum is greater. The provisions of the Act will come gradually into effect over the next three years, starting on September 22, 2022.

Canada's Anti-Spam Legislation ("CASL") is the federal law dealing with spam and other electronic threats. It is meant to protect Canadians while ensuring that businesses can continue to compete in the global marketplace. The Office of the Privacy Commissioner of Canada shares responsibility for enforcing CASL with the Canadian Radio-television and Telecommunications Commission ("CRTC") and the federal Competition Bureau. CASL applies to a commercial electronic message that is sent to an electronic address. There are three general requirements for sending a commercial electronic message to an electronic address: (1) obtain consent, (2) provide identification information, and (3) provide an unsubscribe mechanism. CASL also describes the means by which consent can be obtained in order to send a commercial electronic message.

The U.S. federal and various state government bodies and agencies have adopted or are considering adopting laws and regulations limiting or otherwise regarding the collecting, distribution, use, disclosure, storage, and security of personal information. For example, in June 2018, California passed the California Consumer Privacy Act ("CCPA"), which became effective on January 1, 2020 and imposes stringent data privacy and data protection requirements for the protection of the personal information of California residents. Among other things, it requires companies subject to these laws to provide new disclosures to California consumers and afford such consumers new data protection rights, including the ability to opt-out of the sale of personal information. The CCPA provides for civil penalties for violations, as well as a private right of action for certain personal information breaches that result in the loss of personal information that may increase the likelihood of, and risks associated with, data breach litigation. The California Privacy Rights Act of 2020 ("CPRA"), which applies to businesses since January 2022 broadly amends the CCPA. The CPRA shares many attributes with the GDPR. In particular, it strengthens consumer privacy rights and outlines new requirements regarding the sale and share of personal information of California consumers. The effects of this legislation are potentially far-reaching and may require us to modify our data processing practices and policies and to incur substantial costs and expenses in an effort to comply.

For customers that intend to process protected health information ("PHI"), we comply with the *Health Insurance and Accountability Act of 1996* ("HIPAA"), we offer a HIPAA compliant solution. The U.S. Department of Health and Human Services issued the HIPAA Privacy Rule to implement the requirements of HIPAA, and such HIPAA Privacy Rule addresses the use and disclosure of individuals' health information by entities subject to the HIPAA Privacy Rule. The HIPAA Security Rule, in turn, protects a subset of information covered by the HIPAA Privacy Rule, namely all individually identifiable health information a covered entity receives, maintains, or transmits in electronic form.

Furthermore, in the United States, the *Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003* ("CAN-SPAM") applies to companies that send unsolicited commercial electronic mail messages. CAN-SPAM bans false or misleading header information and prohibits deceptive subject lines. It also requires that unsolicited commercial email be identified as advertising and provide recipients with a method for opting out of receiving any such email in the future. In addition, CAN-SPAM directs the FTC to issue rules establishing the criteria for determining the primary purpose of a commercial email.

In the European Union, the GDPR applies to companies established within the European Economic Area ("EEA") as well as companies outside the EEA that offer goods or services to EEA customers or businesses, or if such companies outside the EEA monitor their behavior as far as their behavior takes place within the EEA. It imposes a number of disclosure, consent, data use and storage obligations on processors and controllers of personal data. Penalties for breach of the GDPR can be substantial, including a maximum fine of 4% of annual global turnover. In some cases, we may enter into Data Processing Addendums ("DPAs") (or other similar agreements) with our customers, a copy of which we make available on our website.

In addition to the above, we note the changing regulatory landscape in the European Union regarding the requirements around data transfers. For example, on July 16, 2020, the Court of Justice of the European Union ("CJEU"), the European Union's highest court, in a landmark decision commonly referred as "Schrems II", invalidated the EU-US Privacy Shield Framework (commonly known as the "Privacy Shield"), under which personal data could previously be transferred from the European Economic Area to the United States by entities who had self-certified under the Privacy Shield scheme. Flowing from this decision, questions were raised on the reliance on the European Commission's Standard Contractual Clauses ("SCCs") as an alternative to the Privacy Shield regime. We note that although the CJEU recognized validity of SCCs in principle, it did note in its decision that reliance on those clauses alone may not be sufficient in all circumstances in the future and a transfer impact assessment shall be carried out before any transfer. In June 2021, the European Commission published new versions of the SCCs, which aim at better reflecting GDPR data protection requirements in various relational scenarios between data exporters and data importers (whether acting as controllers, processors, subprocessors, joint controllers, etc.). In November 2021, the

European Data Protection Board (“EDPB”) issued guidelines that provided a consistent interpretation of the concept of “international transfers” of personal data from the European Union to a third-country and seemed to endorse a risk-based approach regarding the implementation of the new SCCs. In March 2022, the European Union and the United States authorities agreed to reach a political deal which aims at addressing the concerns raised by Schrems II. We continue to constantly assess the measures that can be implemented along with the SCCs as well as their sufficiency as a means for cross-border data transfers of personal data between the European Union and the United States or any other jurisdiction that does not have an adequacy decision with the European Union. It is also possible that regulators may opt to apply different standards to cross-border data transfers and to block, or require *ad hoc* verification of measures taken with respect to certain data transfers. For instance some European Supervisory Authorities (in France and in Austria) have issued decisions stating that any international transfer of personal data shall be protected by the new SCCs which imply strong technical and administrative measures where the recipient of such data should not have access to the personal data in plain text.

In the U.K., the *Data Protection Act* of 2018 sets out the framework for data protection law in the U.K. It sits alongside and supplements the U.K. GDPR, by providing exemptions, for example. It also sets out the Information Commissioner’s functions and powers. As such, we may be subject to both the U.K. GDPR and the European Union GDPR since we operate in Europe, offering goods or services to organizations that collect personal data from European Union domiciled individuals. Transfer of personal data from the European Union to the U.K. falls under an adequacy decision made by the European Commission on June 28, 2021. From March 2022, any transfer of personal data from the U.K. to a third-country that does not have an adequacy decision shall rely on either an International Data Transfer Agreement (“IDTA”) or an international data transfer addendum to the EU SCCs.

The regulatory framework in Canada, the United States, the European Union, the U.K., and in many other jurisdictions in respect of cybersecurity and the protection of the privacy of individuals is constantly evolving and is likely to remain uncertain for the foreseeable future. Certain aspects of the interpretation and application of such laws and regulations are also ambiguous. We are subject to risks relating to protection of data and privacy.

In addition to cybersecurity and protection of privacy, ethical considerations in the use of AI systems are getting increasing attention among regulators around the world. In April 2021, the European Commission released a draft proposal to ensure that AI systems embrace E.U. values and fundamental human rights. This draft regulation outlines a four-tiered approach to regulating risks posed by AI systems and applies different rules commensurate to the level of risk posed by the AI system. In particular, a specific regulatory burden is posed for providers and users of AI systems which are likely to pose high risks to fundamental rights of individual persons and implies, among others, compliance with conformity assessment procedures, registration obligations, design and testing obligations, human rights oversight, quality management system and logs, increased transparency and reporting. Non-compliance with this regulation could lead to fines up to the higher of 30 million euros and 6% of the total worldwide annual turnover, whichever is higher as well as the withdrawal of the AI system. There are still many uncertainties surrounding the scope of this regulation, its application by EU Member States and abroad and the legal, business and technical impact that it might have for a variety of businesses, including our customers. Therefore, when applicable, regulations in the space of ethical AI may increase the burden and cost of research and development in this area, including by causing us to incur significant costs in order to adapt our platform to the requirements of ethical AI, subjecting us to brand or reputational harm, competitive harm, or legal liability. For more information, see “Risks Relating to Regulation”.

Unfair or Deceptive Acts or Practices

We and our partners are subject to U.S. and Canadian federal, state, and provincial laws, as well as the laws in other jurisdictions in which we operate, prohibiting unfair or deceptive trade practices enforced by various regulatory agencies, including, in the U.S., the FTC and U.S. state attorneys general, in Canada, the Competition Bureau, in Europe, the European Commission, and in the U.K., the Competition and Markets Authority. These agencies and regulators may take actions that affect the activities of certain of our customers, and in some cases may subject us to investigations or enforcement actions if we are deemed to have aided and abetted or otherwise facilitated illegal or improper activities.

Anti-Bribery, Sanctions, and Counter-Terrorist Regulations

We may also be subject to various anti-corruption and anti-money laundering laws, including the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and its regulations, the Foreign Corrupt Practices Act (U.S.), the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, the USA Patriot Act, the U.K. Bribery Act 2010 and Proceeds of Crime Act 2002, and other anti-bribery and anti-money laundering laws in countries in which we conduct activities. These laws and regulations require businesses to develop and implement risk-based anti-money laundering programs, report large cash transactions and suspicious activity, and maintain transaction records. The broad reach of such acts as well as accounting provisions enforced by various regulatory agencies require us to maintain appropriate records and adequate internal controls to prevent and detect possible violations. Many other jurisdictions where we conduct business have similar anti-corruption laws and regulations. We have policies, procedures, systems, and controls designed to identify and address potentially impermissible transactions under such laws and regulations.

We are also subject to certain economic and trade sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control in the United States, Global Affairs Canada in Canada, the European Union, and Her Majesty's Treasury in the United Kingdom. These programs prohibit or restrict transactions to or from, or dealings with, specified countries, their governments, and in certain circumstances, their nationals. Transactions or dealings with individuals and entities that are specially designated nationals of those countries, narcotics traffickers, and terrorists or terrorist organizations are also prohibited or restricted. Although we do not currently perform any business in these jurisdictions, if we do so in the future, we will be subject to those data retention obligations.

Export and Import Control Regulations

As a result of our international operations, we are subject to a number of Canadian and foreign laws and regulations relating to economic sanctions and to export and import controls which govern or restrict our business and activities in certain countries and with certain persons, including sanctions regulations administered or enforced by the Office of the Superintendent of Financial Institutions in Canada, the economic sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control and the export control laws administered by the U.S. Commerce Department's Bureau of Industry and Security, the U.S. State Department's Directorate of Defense Trade Controls, and the Canadian Export and Import Controls Bureau.

GENERAL DEVELOPMENT OF COVEO'S BUSINESS

Below is a summary of key general developments of our business over the last three completed financial years. As of June 14, 2022, Coveo operated in a single operating and reportable segment.

Fiscal 2022

Executive Officer

On January 26, 2022, the Company announced the appointment of Mr. Nicolas Darveau-Garneau as its Chief Growth and Strategy Officer, effective as of January 31, 2022.

Initial Public Offering and Capital Changes

On November 24, 2021, the Company completed its IPO and issued 14,340,000 Subordinate Voting Shares for total gross consideration of \$169.2 million (C\$215.1 million), or \$154.4 million net of share issuance costs. Further to the IPO, the underwriters exercised their over-allotment option in full to purchase an additional 2,151,000 of Subordinate Voting Shares for gross proceeds of \$25.2 million (C\$32.3 million), or \$23.7 million net of share issuance costs.

Concurrently with the closing of the IPO, we also completed a private placement of 129,996 additional subordinate voting shares, for total gross consideration of \$1.5 million (C\$1.9 million).

On November 24, 2021, the Company also completed a reorganization of its share capital, whereby, notably, all of the Company's issued and outstanding classes of redeemable preferred shares were converted into Multiple Voting Shares on a one-for-one basis, and the Company's articles were then amended to repeal and remove all existing preferred shares from the authorized share capital of the Company. The conversion of the outstanding redeemable preferred shares converted into Multiple Voting Shares on a one-for-one basis resulted in 63,356,738 Multiple Voting Shares.

As part of the IPO and in connection with the Pledge 1% initiative, Coveo issued 857,122 common shares (representing approximately 1% of our issued and outstanding shares immediately prior to the pre-closing capital changes that preceded the IPO) to one or more charities. Such shares have been redesignated as Multiple Voting Shares upon the completion of the pre-closing capital changes and subsequently been converted into Subordinate Voting Shares, by each such charity, pursuant to an irrevocable notice of conversion that became effective upon completion of the IPO. See "ESG".

Acquisition

On October 14, 2021, we completed the acquisition of Qubit, a London-based provider of AI-powered personalization solutions for merchandising teams. The Qubit Acquisition expands our AI-powered commerce solution by adding deep online retail merchandising and personalization tools.

Qubit's technology generates individual models for each user, learning and actioning in real-time based on their activity data, in turn delivering contextual personalized experiences. As such, customers of Qubit benefit from scalable AI-powered personalization with product recommendations, badging, personalized content, and A/B testing as part of a user-informed, AI-driven merchandising strategy. Moreover, Qubit's solutions enable customers to leverage full-stack experimentation capabilities to deploy fully customized use cases to provide differentiated relevant experiences to users.

Through the Qubit Acquisition, we added scale to our commerce solutions and increased our go-to-market presence in the U.K. and Europe. Moreover, the Qubit Acquisition is expected to provide numerous cross-selling opportunities in light of Qubit's complementary product capabilities and vertical expertise. The Qubit Acquisition expanded our customer base by over 50 customers across several complementary B2C verticals, including a number of leading brands in the luxury, fashion, beauty, DIY, travel, and hospitality sectors.

Fiscal 2021

Executive Officer

In June 2020, we appointed Nicholas Goode as Chief Corporate Development Officer.

Fiscal 2020

Acquisition

In July 2019, we acquired Tooso, Inc., a provider of AI-driven digital commerce solutions, to accelerate and expand our digital commerce capabilities.

Financing

In November 2019, we secured an investment of C\$150 million in November 2019 led by OMERS Growth Equity, with participation from existing investors Elliott Management, FSTQ and IQ.

ESG

Just as Coveo is committed to making a difference for our customers, we are also committed to making a difference in the world at large. Our environmental, social, and governance imperatives guide the way we operate both internally and in the community. We care deeply about being a good corporate citizen and using our success to make the world better.

In furtherance of our values and this goal, we joined Pledge 1%, a global movement to inspire, educate, and empower all companies to leverage their assets for good. This pledge of 1% of our workforce's time, 1% of our profits, 1% of our products, and 1% of our equity, is the fuel that will make it possible for us to drive real, meaningful results. With our expertise, our time, and our resources, we can make a lasting impact. In conjunction with our partners, we believe this commitment will help to make relevance a force for good locally and globally.

In the Community

At Coveo, we believe that equal, free, open, and unconstrained access to knowledge and education is a key lever for human wellness and can help to combat poverty and reduce inequalities. Democratizing knowledge and education is one of the most important steps towards a future where everyone has the same opportunities to fulfill their dreams. Coveo has put knowledge and education at the center of our initiatives in the community. Backed by our 1% pledge, we will contribute our time, products, expertise, and money to support organizations that improve access to knowledge and education.

Our initiatives prioritize young people (pre-university, ages 12-18) in vulnerable social groups. With opportunities including knowledge-sharing and mentoring, technical access, and financial assistance, we can help make a difference to individuals who will continue to build a better future for themselves and others.

Internal Operations

Environmental: We continually look to minimize the impact we have on our planet, in everything from energy consumption to waste.

Social: Our people are our greatest asset, and we support programs that ensure the wellbeing and growth of every Coveo employee. This specifically includes our commitment to diversity and inclusion, through which we are working to eliminate bias and improve equity in everything from hiring to growth opportunities.

Our social initiatives also include physical and mental health, access to training and career development opportunities, and building a supportive and exciting workplace environment.

Governance: We commit to adhering to the highest levels of corporate governance, and to doing what is right for all of our stakeholders, including our shareholders, our employees, and our customers. We have a dedicated Risk and Governance Committee reporting to the Board of Directors.

RISK FACTORS

In addition to all other information set out in this AIF, as well as our audited consolidated financial statements and notes for the year ended March 31, 2022 and our MD&A for the year ended March 31, 2022, the following specific factors could materially adversely affect us and/or our business, financial condition, and results of operations. Other risks and uncertainties that we do not presently consider to be material, or of which we are not presently aware, may also become important factors that affect our future business, financial condition, and results of operations. The occurrence of any of these risks could materially and adversely affect our business, prospects, financial condition, results of operations, or cash flow. This AIF also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of a number of factors including the risks described below. See “Forward-Looking Information”

Risks Relating to Our Business and Industry

Our growth depends on our ability to attract new customers and on our existing customers purchasing additional subscriptions from us and renewing their subscriptions.

To increase our revenue, we must continue to attract new customers. Our success will depend to a substantial extent on the widespread adoption of our solutions. Although demand for relevance, recommendations, and personalization, machine learning, analytics, and AI platforms and applications has grown in recent years, the market for these platforms and applications continues to evolve. Numerous factors may impede our ability to increase our customer base, including our failure to compete effectively against alternative products or services, failure to competitively price our solutions, failure to attract and effectively train new sales and marketing personnel, failure to develop or expand relationships with partners and resellers, failure to successfully innovate and deploy new use cases and functionalities for the Coveo Relevance Cloud™ platform, failure to provide a quality customer experience and customer support, or failure to ensure the effectiveness of our marketing programs. If we are not able to attract new customers, it will have an adverse effect on our business, financial condition, and results of operations.

In addition, our future success depends on our ability to upsell additional users and/or queries per month for existing use cases, cross-sell new use cases, upsell more advanced product features, and ultimately convert existing customers to enterprise-wide subscriptions, as well as our customers renewing their subscriptions when the contract term expires. Our customers generally have no contractual obligation to renew, upgrade, or expand their subscriptions during or after the terms of their existing subscriptions expire. If they do, some of our subscription agreements provide for forms of price protection in favor of our customers, either with regards to the first renewal period or to expansion to certain use cases or functionalities. In addition, following the expiration of their subscriptions, our customers may also opt to decrease their usage of our solutions. It is also difficult to accurately predict customer renewal rates. Our customers’ retention, renewal, and/or expansion commitments may decline or fluctuate as a result of a number of factors, including, but not limited to, their satisfaction with our solutions, use cases, functionalities, and our customer support or success services, the frequency and severity of software and implementation errors or other reliability issues, the pricing of our subscriptions or competing solutions, changes in their budget, the ongoing process to “end of life” our “on-premise” software and the extent to which our customers are willing to migrate to our cloud-native platform, the effects of global economic conditions, and our customers’ financial circumstances, including their ability to maintain or expand their spending levels or continue their operations. In order for us to maintain or improve our results of operations, it is important that our customers retain, renew, or expand their subscriptions with us. If our customers do not purchase additional subscriptions or increase their usage, or our customers do not renew their subscriptions, our business, financial condition, and results of operations may be harmed.

Achieving renewal or expansion of usage and subscriptions may require us to engage increasingly in sophisticated and costly sales, marketing, support, and customer success efforts that may not result in additional sales. In addition, the rate at which our customers expand the deployment of our solutions and use cases depends on a number of factors. If our efforts to expand penetration within our customers are not successful, our business, financial condition, and results of operations may be harmed.

If we cannot keep pace with rapid developments and change in our industry and continue to acquire new customers and strategic partners rapidly, the use of our platform and its different functionalities could decline, reducing our revenue.

The market in which we compete is subject to rapid and significant changes. This market is characterized by rapid technological change, new product and service introductions, evolving industry standards, changing client needs, consolidation, and the entrance of non-traditional competitors. In order to remain competitive and continue to acquire new customers rapidly, we are continually involved in a number of projects to develop new solutions, use cases, and functionalities to enhance our platform. Such new projects are inherently complex, and it can take a long time and require significant research and development expenditures to develop and test new solutions, use cases, and functionalities. These projects may not be successful and carry some risks, such as cost overruns, need for additional skilled employees, delays in delivery, performance problems, and lack of client adoption, and may cause us to become subject to additional regulations. Any inability to develop new use cases and functionalities, delay in the delivery of these new offerings, or the failure to differentiate our offering or to accurately predict and address market trends and demand could render our platform as a whole less desirable, or even obsolete, to our customers. Even though we believe that our market is growing, it may not develop rapidly enough for us to recover the costs we have incurred and will continue to incur in developing new use cases and functionalities targeted at this market. In addition, many current or prospective customers may find competing products more attractive if we do not keep pace with market innovation, and customers may choose to switch to competing products despite our innovation efforts.

Additionally, the success of new solution and use case introductions depends on a number of factors including, but not limited to, timely and successful development, market acceptance, our ability to manage the risks associated with new releases, the availability of software components, the effective management of development and other spending in connection with anticipated demand, and the risk that such new solutions or use cases may have bugs, errors, or other defects or deficiencies in the early stages of introduction. We have in the past experienced bugs, errors, or other defects or deficiencies in new solutions, use cases, and updates and we may have similar experiences in the future.

We also have invested and may continue to invest in the acquisition of complementary businesses, technologies, services, products, employees, and other assets that expand the solutions and use cases that we can offer our customers. We may make these investments without being certain that they will result in solutions, technologies, or enhancements that will be accepted by existing or prospective customers. Additionally, even if we are able to develop new solutions and solution enhancements or use cases, we cannot ensure that they will achieve market acceptance. If we are unable to successfully enhance our existing solutions to meet evolving customer requirements, increase adoption and usage of our solutions, develop new solutions and use cases, or if our efforts to increase the usage of our solutions are more expensive than we expect, then our business, results of operations, and financial condition could be adversely affected.

Substantial and increasingly intense competition within our industry may harm our business.

The market for our solution offerings is highly competitive. A number of other providers have established sizable market shares. Our growth will depend on a combination of our ability to increase our market share as well as the continued growth and penetration of the market itself, as many businesses have not yet adopted specialized solutions to deliver relevant digital experiences at scale.

Our main sources of current and potential competition include internal IT organizations that develop internal solutions and provide self-support for their enterprises; commercial enterprise and point solution software providers; open source software providers with data management, machine learning, and analytics offerings; public cloud providers offering discrete tools and micro-services with data management, machine learning, and analytics functionality; system integrators that develop and provide custom software solutions; legacy data management product providers; and strategic and technology partners who may offer our competitors' technology, or otherwise partner with them, or offer a technology internally developed that is competitive with ours at a much lower price or even free.

Many of our competitors also have substantially greater brand awareness and financial, technological, operational, and marketing resources than we have, or have entirely different pricing or distribution models. Accordingly, these competitors may be able to offer their products and services in more compelling ways and/or at more competitive prices, or distribute their products more efficiently. As a result, we may need to reduce our fees or otherwise modify our pricing model or the terms of use of our solutions, including by offering shorter contract durations or offering alternative pricing models, in order to remain competitive. If we are required to materially reduce our fees, change our pricing model, or adapt our terms of use, we will need to aggressively control our costs in order to maintain our profit margins, and our revenue may be adversely affected.

Moreover, our competitors may have the ability to devote significantly more financial and operational resources than we can to the development of new solutions or new technologies or to acquire other companies or technologies so that they can provide improved operating functionality and features to their existing service offerings. If successful, their efforts in this regard could render our solutions less desirable to customers, resulting in the loss of existing customers, an inability to attract new customers or to retain and expand our relationships with existing customers, or a reduction in the fees we could generate from our offerings. Any of the foregoing could have a material adverse effect on our business, financial condition, and results of operations.

Moreover, new innovative start-up companies, and larger companies that are making significant investments in research and development, may introduce products that have greater performance or functionality, are easier to implement or use, or incorporate technological advances that we have not yet developed or implemented, or may invent similar or superior technologies that compete with ours. Our current and potential competitors may also establish cooperative relationships among themselves or with third parties that may further enhance their resources. As we enter new markets or develop new use cases or functionalities, we may also encounter new or unexpected competition.

We may not compete successfully against our current or potential competitors. If we are unable to compete successfully, or if competing successfully requires us to take costly actions in response to the actions of our competitors, our business, financial condition, and results of operations could be adversely affected. In addition, companies competing with us may have an entirely different pricing or distribution model. Increased competition could result in fewer customer orders, price reductions, reduced operating margins, and loss of market share. Further, we may be required to make substantial additional investments in research, development, marketing, and sales in order to respond to such competitive threats, and we cannot assure you that we will be able to compete successfully in the future.

We derive a significant portion of our revenue from our Coveo Relevance Cloud™ platform. The failure of relevance solutions and our Coveo Relevance Cloud™ platform in particular to satisfy customer demands or to achieve increased market acceptance would adversely affect our business, results of operations, financial condition, and growth prospects.

We derive substantially all of our revenue from our Coveo Relevance Cloud™ platform, which we expect to continue for the foreseeable future. As such, the market acceptance of relevance solutions in general, and our Coveo Relevance Cloud™ platform in particular, are critical to our continued success. It is difficult to predict customer adoption rates and demand for our solutions, the entry of competitive platforms, or the future growth rate and size of our markets. Please also see “Risk Factors – Risks Relating to Intellectual Property and Technology”.

Market acceptance of a relevance solution depends in part on market awareness of the benefits that relevance can provide over legacy products, emerging point products, manual processes, and our ability to prove those benefits to customers. In addition, in order for cloud-based relevance solutions to be widely accepted, organizations must overcome any concerns with moving sensitive information to a cloud-based platform. In addition, demand for our platform in particular is affected by a number of other factors, some of which are beyond our control. These factors include continued market acceptance of our Coveo Relevance Cloud™ platform, the pace at which existing customers realize benefits from the use of our platform and decide to expand deployment of our platform across their business, the timing of development and release of new products by our competitors, technological change, reliability and security, the pace at which enterprises undergo digital transformation, and developments in data privacy regulations. In addition, we expect that the needs of our customers will continue to rapidly change and increase in complexity. We will need to improve the functionality and performance of our platform continually to meet those rapidly changing, complex demands. If we are unable to continue to meet customer demands or to achieve more widespread market acceptance of relevance solutions in general or our platform in particular, our business operations, financial results, and growth prospects will be materially and adversely affected.

Although demand for data management, machine learning, and relevance solutions has grown in recent years, the market for these solutions continues to evolve. We cannot be sure that this market will continue to grow or, even if it does grow, that businesses will adopt our solutions. Our future success will depend in large part on our ability to further penetrate our existing markets, as well as the continued growth and expansion of what we believe to be emerging markets such as with our commerce solutions. Our ability to further penetrate our existing markets depends on a number of factors, including the cost, performance, and perceived value associated with our solutions, as well as customers’ willingness to adopt a different approach to data analysis. We have spent, and intend to keep spending, resources to educate potential customers about digital transformation, AI, and machine learning in general and our solutions in particular. However, we cannot be sure that these expenditures will help our solutions achieve any additional market acceptance. Furthermore, potential customers may have

made significant investments in legacy analytics software systems and may be unwilling to invest in new platforms and applications. If the market fails to grow or grows more slowly than we currently expect or businesses fail to adopt our solutions, our business, operating results, and financial condition could be adversely affected.

Our efforts to expand our product portfolio and market reach may not succeed and may reduce our revenue growth.

While we intend to continue to broaden the scope of use cases and functionalities for our Coveo Relevance Cloud™ platform and of potential integrations with third-party applications we offer to our current and potential customers, we may not be successful in deriving the revenue we expect from these efforts. Failure to broaden the scope of our solutions, including through new use cases, integrations with third-party applications, and functionalities, in a way that is attractive to our customers and easy to deploy, may inhibit our growth and harm our business, as well as increase the vulnerability of our core business to competitors offering a broader suite of products and services. Furthermore, we may have limited or no experience with new offerings and these offerings may present new and difficult technology, regulatory, operational, competitive, and other challenges. If we experience service disruptions, failures, or other issues with any such new offerings, our business may be materially and adversely affected. We may also fail to continue to expand in the key verticals we have targeted to date, or in new verticals that may develop. Our newer activities may not recoup our investments in a timely manner or at all. If any of this were to occur, it could damage our reputation, limit our growth, and materially and adversely affect our business, financial condition, and results of operations.

The success of any new solutions depends on several factors, including timely completion, competitive pricing, adequate quality testing, integration with existing technologies, and overall market acceptance of the particular new solution. Any new solutions we develop or acquire, including our most recent solutions for Commerce use cases, might not be introduced in a timely or cost-effective manner and might not achieve the broad market acceptance necessary to generate significant revenue and expand our business. If our expansion efforts do not generate a significant increase in revenue, our business and future growth prospects could be harmed.

Our growth strategy involves building on the recent momentum of our commerce solutions.

Our ability to achieve significant revenue growth in the future will depend in part on the success of our recently launched commerce solutions. Our recent launch of commerce solutions and our intention to accelerate the adoption of commerce solutions as one of our core growth strategies expose us to a number of risks related to the launch of new solutions, and the marketability of our commerce solutions could be significantly affected by changes in economic or market conditions or by the adoption of new competing technologies, as well as the cost, performance, and perceived value associated with our commerce solutions and those of new or existing competing technologies. Additionally, the commerce market is intensely competitive and we often must prove that the benefits provided by our platform are substantially superior than those of our competitors through A/B tests.

We may not be successful in deriving the revenue growth from this core growth strategy that we expect. It is difficult to predict the potential growth, if any, customer adoption and retention rates, customer demand for our commerce solutions, or the success of existing or future competitive products. If our commerce solutions do not achieve widespread adoption or there is a reduction in demand for such solutions due to a lack of customer acceptance, technological challenges, competing products, privacy concerns, decreases in corporate spending, weakening economic conditions, or otherwise, it could result in decreased revenue growth rates or reduced customer retention rates. The Company does not know whether the momentum in adoption of commerce solutions that it has experienced in the recent past will continue in the future.

Accordingly, there can be no assurance that we will successfully expand our business and drive revenue growth through increased adoption of our commerce solutions. Our efforts to expand adoption of our commerce solutions and market reach may not succeed, in a timely manner or at all, and may reduce our expected future revenue growth rate. If any of this were to occur, it could damage our reputation, limit our growth, and materially and adversely affect our business, financial condition, and results of operations.

If we fail to attract and retain qualified or key personnel, our business, financial condition, and results of operations may be adversely affected.

The success of our business strategy is dependent upon the ability and experience of a number of key personnel who have substantial experience with our operations, our technology platform and architecture, our rapidly changing industry and the markets in which we offer our solutions. Many of our key personnel have worked for us for a significant amount of time or were recruited by us specifically due to their industry experience. The loss of the services of one or a combination of our senior executives and key managers, including our Chairman and CEO and our President and CTO, could have a material adverse effect on our business, financial condition, and results of operations.

Our business functions at the intersection of rapidly-changing technological, social, economic, and regulatory developments that require a wide-ranging set of expertise and intellectual capital. In order for us to successfully compete and grow, it is critical that we attract, recruit, develop, and retain the necessary personnel who can provide the needed expertise across the entire spectrum of our intellectual capital needs. Competition for executives, data scientists, engineers, software developers, sales and marketing personnel, and other key employees in our industry, and specifically in research and development, is intense, and we may not succeed in recruiting and retaining additional personnel or we may fail to effectively replace departing personnel with qualified or effective successors. In addition, we are extremely selective in our hiring process which requires significant investment of time and resources from internal stakeholders and management. At times, we have experienced, and we may continue to experience, difficulty in hiring personnel who meet the demands of our selection process and with appropriate qualifications, experience, or expertise, and we may not be able to fill positions as quickly as desired.

Many of the companies with which we compete for experienced personnel have greater resources than we have, and some of these companies may offer more attractive compensation packages, notably as the increasing possibility to work remotely has enhanced competition from companies located in regions with historically higher compensation packages, such as the San Francisco Bay Area. Particularly in the technology industry, job candidates and existing employees carefully consider the value of the equity awards they receive in connection with their employment. If the perceived value of our equity awards declines, or if the mix of equity and cash compensation that we offer is unattractive, it may adversely affect our ability to recruit and retain highly skilled employees. Decreases in the Canadian dollar relative to the U.S. dollar and other currencies could make it more difficult for us to offer compensation packages to new employees that are competitive with packages in the United States or elsewhere and could increase our costs of acquiring and retaining qualified personnel, especially as our workforce becomes increasingly global. We must also continue to retain and motivate existing employees through our compensation practices, company culture, and career development opportunities. More and more companies are offering fewer working hours per week, unlimited paid time off, and other benefits to their employees. We do not currently offer these benefits which may adversely affect our ability to attract and retain our personnel. Our compensation arrangements, notably our equity award programs, may not always be successful in attracting new employees and retaining and motivating our existing employees, and we may be required to grant additional awards or offer alternative forms of compensation to attract and retain highly skilled personnel. The trading price of our Subordinate Voting Shares has been and is likely to be volatile, may be subject to fluctuations caused by various factors, and may not appreciate. If the perceived value of our equity awards declines for these or other reasons, it may adversely affect our ability to attract and retain highly skilled personnel.

Job candidates may also be threatened with legal action under agreements with their existing employers if we attempt to hire them, which could impact hiring and result in a diversion of our time and resources. Additionally, laws and regulations, such as restrictive immigration laws, or export control laws, may limit our ability to recruit internationally.

Failure to retain or attract key personnel could have a material adverse effect on our business, financial condition, and results of operations. Our effort to retain and develop personnel may also result in significant additional expenses, which could adversely affect our profitability.

Our current operations and growth depend in part on the success of our strategic relationships with third parties, including strategic partners.

We anticipate that our current operations and the growth of our business will continue to depend on third-party relationships, including strategic partnerships, such as Adobe, SAP, Salesforce, ServiceNow, Zendesk, Sitecore, AppDirect, and commercetools, and relationships with our suppliers, referral sources, resellers, global systems integrators, and implementation partners, such as Accenture, Capgemini, Perficient, Tata Consultancy Services, and Wipro. Identifying, negotiating, and documenting relationships with third parties requires significant time and resources. If any of our strategic

partners become unavailable due to extended outages or interruptions, temporarily or permanently cease operations, face financial distress or other business disruptions, or if any of the agreements we have entered into with such strategic partners are terminated or not renewed without adequate transition arrangements, we could suffer liabilities, penalties, fines, increased costs and delays in our ability to provide customers with our products, a negative impact on our ability to renew and conclude new and additional business agreements with customers, or our business operations could be disrupted. Any of such disruptions may adversely impact our business and our financial condition, results of operations, and business. For the fiscal year ended March 31, 2022, we generated a significant portion of our SaaS Subscription Revenue from fees paid by users of Salesforce and Sitecore, for access to our applications that we have integrated into these platforms.

Some of the third parties that sell or refer our solutions have direct contractual relationships with the customers, and in these circumstances, we risk the loss of such customers if those third parties fail to perform their contractual obligations. Our agreements with such third parties are typically non-exclusive and do not typically prohibit them from working with our competitors or from offering competing products. These third parties may choose to terminate their relationship with us or to make material changes to their businesses, products, or services in a manner that is adverse to us.

In addition, providers of third-party offerings may not perform as expected under our agreements, including that they may fail to pay any amount they owe us, or under their agreements with our customers, and we or our customers may in the future have disagreements or disputes with such providers. If any such disagreements or disputes cause us to lose access to products from a particular supplier, or lead us to experience a significant disruption in the supply of products or services from a current supplier, especially a material supplier, they could have an adverse effect on our business and operating results.

Some third-party partners that act as system integrators and implementation partners could also inadequately or incorrectly implement our solutions, or fail to update such solutions in accordance with our technological or security requirements, which could result in real or perceived defects, security vulnerabilities, errors, or performance failures with respect to our solutions they offer. Customers, and potential customers, could confuse these third-party implementations with our own, and attribute such defects, security vulnerabilities, errors, or performance failures to our solutions, and not to improper implementation. Any damage to our reputation and brand from defective implementations of our solution could result in lost sales, impact the market acceptance of our solutions, and could adversely affect our business and growth prospects.

If we are unable to ensure that our solutions interoperate with a variety of hardware and software platforms that are developed by others, including our partners, we may become less competitive and our results of operations may be harmed.

Our solutions must integrate with a variety of hardware and software platforms, and we need to continuously modify and enhance our solutions to adapt to changes in hardware and software technologies. In particular, we have developed our solutions to be able to easily integrate with many key third-party applications, including the applications of software providers that compete with us and of our partners. Notably, in addition to our standalone offering, we build integrations for our product with several technology platforms, including Adobe, SAP, Salesforce, ServiceNow, Zendesk, Sitecore, AppDirect, and commercetools, that enable our product to natively function in their environments. Several of these technology platform providers also serve as referral partners who provide us with potential customers to whom we can offer the Coveo Relevance Cloud platform.

We are typically subject to standard terms and conditions of such providers, which govern the distribution, operation, and fees of such software systems, and which are subject to change by such providers from time to time. Our business will be harmed if any provider of such software systems:

- discontinues or limits our access to its software;
- modifies its terms of service or other policies, including fees charged to, or other restrictions on us, or other platform and application developers;
- changes how information is accessed by us or our customers;
- establishes more favorable relationships with one or more of our competitors;

- develops or otherwise favors its own competitive offerings over our solutions, including by offering such at a price below market or for free; or
- ceases to support and promote the integration and interoperation of our respective solutions.

Third-party services and products are constantly evolving, and we may not be able to modify our solutions to assure their compatibility with that of other third parties as they continue to develop or emerge in the future or we may not be able to make such modifications in a timely and cost-effective manner. In addition, some of our competitors may be able to disrupt the operations or compatibility of our solutions with their products or services, or exert strong business influence on our ability to, and the terms upon which we operate our solutions. Should any of those third parties modify their products in a manner that degrades the functionality of our solutions or gives preferential treatment to our competitors or competitive products, whether to enhance their competitive position or for any other reason, the interoperability of our solutions with these products could decrease and our business, results of operations, and financial condition would be harmed. If we are not permitted or able to integrate with these and other third-party applications in the future, our business, results of operations, and financial condition would be harmed.

We rely on third-party service providers for many aspects of our business, and any failure to maintain these relationships could harm our business.

Our success depends upon our relationships with third-party service providers, including providers of cloud hosting infrastructure, customer relationship management systems, financial reporting systems, human resource management systems, marketing automation systems, and payroll processing systems. If any of these third parties experience difficulty meeting our requirements or standards, become unavailable due to extended outages or interruptions, temporarily or permanently cease operations, face financial distress or other business disruptions, increase their fees, if our relationships with any of these providers deteriorate, or if any of the agreements we have entered into with such third parties are terminated or not renewed without adequate transition arrangements, we could suffer liabilities, penalties, fines, increased costs and delays in our ability to provide customers with our products, our ability to manage our finances could be interrupted, receipt of payments from customers may be delayed, our processes for managing sales of our offerings could be impaired, our ability to generate and manage sales leads could be weakened, or our business operations could be disrupted. Any of such disruptions may adversely impact our business and our financial condition, results of operations, or cash flows until we replace such providers or develop replacement technology or operations. In addition, if we are unsuccessful in identifying high-quality service providers, negotiating cost-effective relationships with them, or effectively managing these relationships, it could adversely affect our business and financial results.

A deterioration in the quality of our Coveo Relevance Cloud™ platform or its various functionalities, including support services, could adversely impact our ability to attract and retain customers and partners and, consequently, our business.

Our customers expect a consistently high level of quality in our solutions. Our solutions inject search, recommendations, and personalization solutions into any digital experience by indexing large volumes of data from a multitude of internal and external siloed and disparate sources and marrying that data with users' click-stream data and behavior patterns. Our AI and machine learning models find context in this data, with all of this happening in near real-time and requiring high processing speeds. If the scalability, reliability, functionality, or speed of our solutions is compromised or the quality of these solutions is otherwise degraded, or if we fail to continue to provide a high level of support and quickly detect and remediate any performance issues, we could experience significant processing or reporting errors. This in turn, could lead us to lose existing customers and experience challenges in attracting new customers and partners. In addition, if we are unable to scale our customer support and customer success functions to address the growth of our customer and partner network, the quality of our customer support and customer success may decrease, which could adversely affect our ability to attract and retain customers and partners.

The customer support and customer success services that we provide are also a key element of the value proposition to our customers. Once our solutions are deployed, our customers depend on our maintenance and customer support teams to resolve technical and operational issues and expect our customer success team to support an optimal adoption of our use cases. Our ability to provide effective customer success, maintenance, and customer support is largely dependent on our ability to attract,

train, and retain qualified personnel with experience in supporting customers with our solutions and AI applications such as ours and maintaining such solutions and applications. The number of our SaaS customers has grown significantly and that has and will continue to put additional pressure on our customer success, maintenance, and customer support teams. We may be unable to respond quickly enough to accommodate short-term increases in customer demand for technical support or maintenance assistance. We also may be unable to modify the future scope, and delivery of our maintenance services, customer success services, and technical support to compete with changes in the services provided by our competitors. Increased customer demand for maintenance, customer support, and customer success services, without incremental revenue, could increase costs and negatively affect our operating results. Further, as we continue to grow our operations and support our global customer base, we need to be able to continue to provide efficient customer support and customer success services and effective maintenance that meets our customers' needs globally at scale. Customers receive additional maintenance and support features, and the number of our SaaS customers has grown significantly, which will put additional pressure on our organization. If we are unable to provide efficient customer maintenance and support globally at scale or if we need to hire additional maintenance and customer support personnel, our business may be harmed. Our ability to attract new customers is highly dependent on our business reputation and on positive recommendations from our existing customers. Any failure to maintain high-quality maintenance and customer support services, failure of our partners to maintain high-quality maintenance and customer support services, negative reviews, or a market perception that we do not maintain high-quality maintenance and customer support services for our customers would harm our business.

Any acquisitions, partnerships, or joint ventures that we make or enter into could disrupt our business and harm our financial condition and we may fail to identify attractive strategic opportunities.

Acquisitions, partnerships, and joint ventures are an integral part of our growth strategy. We evaluate, and expect in the future to evaluate, potential strategic acquisitions of, and partnerships or joint ventures with, businesses providing services or technologies that we believe are complementary to our existing solutions and technologies. However, we may not be successful in identifying acquisition, partnership, and joint venture targets or we may use estimates and judgments to evaluate the operations and future revenue of a target, partnership, and/or joint venture that turn out to be inaccurate. The terms that we may negotiate in a partnership and/or joint venture agreement may in fact be detrimental to our business and future prospects. In addition, we may not be able to successfully finance or integrate a particular business, service, or technology that we acquire or with which we form a partnership or joint venture, and we may not achieve the anticipated benefits of such project or we may lose customers as a result.

There are various risks associated with the acquisition of a business, including:

- unforeseen costs or liabilities;
- possibility of adverse tax consequences;
- diversion of the time and attention of our management and employees;
- implementation of internal controls or remediation of control deficiencies, procedures, and policies of the acquired company;
- difficulty integrating the accounting systems and operations of the acquired company;
- coordination of product, engineering, and selling and marketing functions, including difficulties and additional expenses associated with supporting legacy services and products and hosting infrastructure of the acquired company, as applicable, difficulties associated with supporting new products or services, difficulty converting the customers of the acquired company onto our platform, and difficulties associated with contract terms, including disparities in the revenue, licensing, support, or professional services model of the acquired company;
- difficulty retaining and growing the customer base of the acquired company and the corresponding revenue;
- retention and integration of employees from the acquired company;

- unknown or unforeseen deficiencies with any proprietary technology or data of the acquired company; and
- outstanding or unforeseen legal, regulatory, contractual, employee, or other issues.

As a result of any of the foregoing, we may spend time and money on projects that do not increase our revenue or profitability or may have materially adverse effects on our ability to maintain our financial condition.

Furthermore, the integration of any acquisition, partnership, or joint venture may divert management's time and resources from our existing business and preclude us from completing other potential strategic acquisitions, disrupt our operations, lead to unforeseen costs, and result in delays in product development. Certain acquisitions, partnerships, and joint ventures we have and may in the future make may prevent us from competing for certain clients or in certain lines of business and may lead to a loss of clients to the extent we acquire businesses with non-compete or exclusivity provisions in their agreements with clients.

Moreover, our competitors may be willing or able to pay more than us for acquisitions, which may cause us to lose certain acquisitions that we would otherwise desire to complete. Even if we successfully compete for a certain acquisition, partnership, or joint venture, we may finance the project with cash on hand, equity, or debt, or a combination thereof, which could decrease our cash reserves, dilute our shareholders, including you, or significantly increase our level of indebtedness or place other restrictions on our operations. We cannot ensure that any acquisition, partnership, or joint venture we make will not have a material adverse effect on our business, financial condition, and results of operations.

Our business has generated net losses and we expect to continue to generate net losses as we continue to make significant investments in our business.

We incurred an operating loss of \$57.3 million in the fiscal year ended March 31, 2022, \$18.4 million in the fiscal year ended March 31, 2021, and \$14.6 million in the fiscal year ended March 31, 2020. These losses and accumulated deficit are a result of the substantial investments we have made to grow our business and the recognition of the change in fair value of redeemable preferred shares. We expect to make significant additional expenditures to expand our business in the future. We expect to increase our investment in sales and marketing as we continue to spend on marketing activities to attract new businesses to our platform, both in our existing core geographies and new markets around the world. We plan to increase our investment in research and development as we continue to introduce new use cases and functionalities to extend the functionality of our platform. We also intend to invest in maintaining our high level of customer service and support, which we consider critical for our continued success. We also expect to incur additional general and administrative expenses, including as they relate to information technology and information systems, as a result of our growth. In order to support the continued growth of our business and to comply with continuously changing security and operational requirements, we plan to continue investing in our hosting and network infrastructure. We also plan to continue to selectively pursue acquisition opportunities, which require that we incur various expenses and fees of external counsel and potentially other third-party advisors. These increased expenditures will make it harder for us to achieve profitability and we cannot predict whether we will achieve profitability in the near term or at all. Historically, our costs have increased each year due to these factors and we expect to continue to incur increasing costs to support our anticipated future growth. If the costs associated with acquiring new customers, or the terms on which our partners refer clients to us, materially rise in the future, our expenses may rise significantly. If we are unable to generate adequate revenue growth and manage our expenses, we may continue to incur significant losses and may not achieve or maintain profitability.

We may make decisions that would reduce our short-term operating results if we believe those decisions will improve the experiences of our customers and their consumers and if we believe such decisions will improve our operating results over the long-term. These decisions may not be consistent with the expectations of investors and may not produce the long-term benefits that we expect, in which case our business may be materially and adversely affected.

Our limited operating history in new and developing markets and new geographic regions makes it difficult to evaluate our current business and future prospects and may increase the risk that we will not be successful.

While we incorporated in 2004, and the business was spun-off into what is now Coveo in 2005, the majority of our revenue growth has occurred in the past few years, notably since the beginning of our transition to a cloud-native SaaS platform in 2013. We also operate in new and evolving markets that may not develop as we expect. Our limited operating history in new and developing markets and new geographic regions, and our recent rapid growth make it difficult to accurately assess our future prospects. You should consider our future prospects in light of the challenges and uncertainties that we face, including the fact that it may not be possible to discern fully the trends that impact our business, and that elements of our business strategy are new and subject to ongoing development. We have encountered and will continue to encounter risks and difficulties frequently experienced by growing companies in rapidly changing industries, including increasing and unforeseen expenses as we continue to grow our business. If we do not manage these risks successfully, our business, results of operations, and prospects will be harmed.

Our future success will depend in part upon our ability to expand into new geographic regions, and we will face risks entering markets in which we have limited or no experience and in which we do not have any brand recognition. It is costly to establish, develop, and maintain international operations, and to promote our brand internationally. In addition, expanding into new geographic regions where foreign languages may be used will require substantial expenditures and take considerable time and attention, and we may not be successful enough in these new markets to recoup our investments in a timely manner, or at all. Our efforts to expand into new geographic regions may not be successful, which could limit our ability to grow our business.

The COVID-19 pandemic had and could continue to have an adverse impact on our business, operations, and the markets and communities in which we, our partners, and customers operate.

The COVID-19 pandemic has caused general business disruption worldwide beginning in January 2020. The magnitude and duration of the disruption of the COVID-19 pandemic on the global economy and the resulting decline in business activities remains uncertain and difficult to assess or predict. Ongoing impacts include:

- our customer prospects and our existing customers have experienced and may continue to experience slowdowns in their businesses, which in turn may result in reduced demand for our solutions, lengthening of sales cycles, loss of customers, and difficulties in collection;
- our employees are working from home significantly more frequently than they have historically, which may result in decreased employee productivity and morale, with increased unwanted employee attrition in addition to the increased risk of a cyberattack;
- we continue to incur fixed costs, particularly for real estate, and are deriving reduced benefit from those costs;
- we may continue to experience disruptions to our growth planning, such as for facilities and international expansion;
- we anticipate incurring costs in returning to work from our facilities, including changes to the workplace, such as space planning, food service, equipment, and amenities;
- we may be subject to legal liability for safe workplace claims;
- our third-party partners could go out of business;
- in-person marketing events, including industry conferences, in many cases have been cancelled and we may continue to experience prolonged delays in our ability to reschedule or conduct in-person marketing events and other in-person sales and marketing activities; and
- our marketing and sales organizations are accustomed to extensive face-to-face customer and partner interactions, and conducting business virtually is unproven.

The impact of any of the foregoing, individually or collectively, could adversely affect our business, financial condition, and results of operations.

As a result of the COVID-19 pandemic, we temporarily closed our headquarters and other offices, required our employees and contractors to work remotely, and implemented travel restrictions, all of which represented a significant change in how we operate our business. Although we have taken precautionary measures intended to help minimize the risk of the virus to our employees, our customers, and the communities in which we operate, the continued spread of the COVID-19 pandemic and the resurgence of infection rates has caused us to continue to modify our business practices, and we may take further actions as may be required by government authorities or that we determine are in the best interests of our employees, customers, and business partners.

The operations of our customers and partners have likewise been altered, which in turn impacted our ability to conclude new and additional business agreements in the last quarter of the fiscal year ended March 31, 2020 and the first two quarters of the fiscal year ended March 31, 2021. While the duration and extent of the COVID-19 pandemic depends on future developments that cannot be accurately predicted at this time, such as the extent and effectiveness of containment actions and potential new variants, it has already had an adverse effect on the global economy and the ultimate societal and economic impact of the COVID-19 pandemic remains unknown. In particular, the conditions caused by this pandemic are likely to affect the rate of global IT spending and, it could continue to have an adverse effect on the demand for our solutions, lengthen our sales cycles, reduce the value or duration of subscriptions, reduce our Net Expansion Rate, negatively impact collection of accounts receivable, reduce expected spending from new and existing customers, cause some of our customers to go out of business, limit the ability of our direct sales force to travel to customers and potential customers, limit our capacity to nurture our corporate culture and to ensure employee satisfaction, and affect contraction or attrition rates of our customers, all of which could adversely affect our business, results of operations, and financial condition during the fiscal year ending March 31, 2023 and other future periods. Because we have a limited history in understanding these impacts, our ability to continue to adapt our sales and marketing initiatives to such changes may be uncertain and our ability to forecast rates of customer retention and expansion may be negatively impacted. While the widespread proliferation of vaccines against COVID-19 has helped to encourage our employees to return to working in the office and driven the return of in-person marketing events, a future resurgence and/or variant could suddenly end these developments and disrupt both the morale of our employees and our ability to grow our revenue.

Moreover, to the extent the COVID-19 pandemic adversely affects our business, financial condition, and results of operations, it may also have the effect of heightening many of the other risks described in this “Risk Factors” section, including those related to our ability to increase sales to existing and new customers, develop and deploy new offerings and applications and maintain effective marketing and sales capabilities.

We may not be able to successfully implement our growth strategy on a timely basis or at all.

Our future growth, profitability, and cash flows depend upon our ability to successfully implement our growth strategy, which, in turn, is dependent upon a number of factors, including our ability to:

- expand our customer base, including through product-led growth efforts and the broader adoption of our commerce solutions;
- upsell additional users and/or queries per month for existing use cases;
- upsell more advanced product features;
- ultimately convert existing customers to enterprise-wide subscriptions;
- accelerate the rollout and adoption of our solutions and use cases;
- add new platform integrations;
- support growth of existing customers;

- enhance our platform;
- further penetrate target verticals and penetrate other new verticals;
- expand to new geographical markets; and
- selectively pursue acquisitions.

There can be no assurance that we can successfully achieve any or all of the above initiatives in the manner or time period that we expect. Further, achieving these objectives will require investments which may result in short-term costs without generating any current revenue and therefore may be dilutive to our earnings. We cannot provide any assurance that we will realize, in full or in part, the anticipated benefits we expect our strategy will achieve. The failure to realize those benefits could have a material adverse effect on our business, financial condition, and results of operations.

If we fail to manage our growth effectively, including as we further scale our business, continue to increase our headcount, and develop into a public company, our business could be harmed.

In order to manage our growth effectively, we must continue to strengthen our existing infrastructure, develop and improve our processes and internal controls, create and improve our reporting systems, and timely address issues as they arise. The scalability and flexibility of our platform depend on the functionality of our technology and network infrastructure and its ability to handle increased traffic and demand for bandwidth. The growth in the number of customers using our platform and the number of requests processed through our platform has increased the amount of data that we process. Any problems with the transmission of increased data and requests could result in harm to our brand or reputation.

As we continue to strengthen our existing infrastructure and systems, we will also be required to hire additional personnel. These efforts may require substantial financial expenditures, commitments of resources, developments of our processes, and other investments and innovations. Our growth has placed, and will likely continue to place, a significant strain on our managerial, administrative, operational, financial, and other resources. We have grown from 608 employees as of March 31, 2021 to 747 employees as of March 31, 2022. We intend to further expand our overall business, including headcount, with no assurance that our revenue will continue to grow. As we grow, we will be required to continue to improve our internal controls and reporting procedures and we may not be able to do so effectively. Furthermore, some members of our management do not have significant experience managing a large global business operation, so our management may not be able to manage such growth effectively. In managing our growing operations, we are also subject to the risks of over-hiring and/or overcompensating our employees and over-expanding our operating infrastructure. As a result, we may be unable to manage our expenses effectively in the future, which may negatively impact our revenue or operating expenses.

In addition, we believe that an important contributor to our success and to our capacity to retain skilled employees in a competitive environment has been our corporate culture, which we believe fosters innovation, teamwork, passion for our customers, and a focus on attractive design and technologically advanced and well-crafted software. As a result of our rapid growth, a majority of our employees have been with us for fewer than two years. As we continue to grow and develop the infrastructure of a public company, we must effectively integrate, develop, and motivate a growing number of new employees, some of whom are based in various countries around the world and many of whom work remotely at least part-time. In addition, we must preserve our ability to execute quickly in further developing our platform and implementing new features. As a result, we may find it difficult to maintain our corporate culture, which could limit our ability to innovate and operate effectively. Any failure to preserve our corporate culture could also negatively affect our ability to recruit and retain personnel, to continue to perform at current levels or to execute on our business strategy effectively and efficiently.

One of our marketing strategies is to offer free trials of our solutions, and we may not be able to realize the benefits of this strategy.

We are dependent upon lead generation strategies, including offering free trials of our solutions, to generate sales opportunities. These strategies may not be successful in generating sufficient sales opportunities necessary to increase our revenue. Many users never convert from the free trials to the paid versions of our solutions. To the extent that users do not

become, or we are unable to successfully attract, paying customers, we will not realize the intended benefits of this marketing strategy and our ability to grow our revenue will be adversely affected.

The costs and effects of pending and future litigation, investigations, or similar matters, or adverse facts and developments related thereto, could materially affect our business, financial position, and results of operations.

We are, and may be in the future, party to legal, arbitration, and administrative investigations, inspections, and proceedings arising in the ordinary course of our business or from extraordinary corporate, tax, or regulatory events that involve us or our associated participants, particularly with respect to civil, tax, and labor claims.

Our indemnities and insurance may not cover all claims that may be asserted against us, and any claims asserted against us, regardless of merit or eventual outcome, may harm our reputation. Furthermore, there is no guarantee that we will be successful in defending ourselves in pending or future litigation or similar matters under various laws. Should the ultimate judgments or settlements in any pending or future litigation or investigation significantly exceed our indemnity rights, they could have a material adverse effect on our business, financial condition, and results of operations and the price of our Subordinate Voting Shares. Further, even if we adequately address issues raised by an inspection conducted by an agency or successfully defend our case in an administrative proceeding or court action, we may have to set aside significant financial and management resources to respond and settle issues raised by such proceedings, which could adversely affect our business.

Our revenue growth rate is likely to slow as our business matures.

We have experienced periods of high revenue growth since we were founded in 2005, but we do not expect to be able to maintain the same rate of revenue growth as our business matures. To the extent we do not continue to grow our business organically or through acquisitions, our future revenue growth may not be consistent with historic trends. We have encountered, and expect to continue to encounter, risks and difficulties frequently experienced by growing companies, including challenges in financial forecasting accuracy, determining appropriate investments, and developing new use cases and implementations. Any evaluation of our business and prospects should take into account the risks and uncertainties inherent in investing in growing companies.

Forward-looking information contained in this AIF may prove to be incorrect.

The forward-looking information contained in this AIF may prove to be incorrect. The forward-looking information relating to, among other things, estimated and future results, performance, achievements, prospects, or opportunities of the Company included in this AIF are based on opinions, assumptions, and estimates made by the Company in light of its experience and perception of historical trends, current conditions, and expected future developments, as well as other factors the Company believes are appropriate and reasonable in the circumstances. However, there can be no assurance that such estimates and assumptions will prove to be correct. Actual results of the Company in the future may vary materially from the historical and estimated results. See “Forward-Looking Information”.

Provisions of our present and future debt instruments may restrict our ability to pursue business strategies.

We currently have one credit facility, which is collateralized by substantially all of our assets. Our credit facility requires us, and any debt instruments we may enter into in the future may require us, to comply with various covenants that limit our ability to, among other things:

- dispose of assets;
- complete mergers or acquisitions, other than as permitted, or change of control transactions;
- investments, other than as permitted;

- engage in any business other than that in which we currently engage;
- incur indebtedness;
- encumber assets;
- pay dividends or make other distributions to holders of our shares; and
- engage in transactions with our affiliates.

These restrictions could inhibit our ability to pursue our business strategies. If we default under a credit facility, and such event of default is not cured or waived, the lenders could terminate commitments to lend and cause all amounts outstanding with respect to the debt to be due and payable immediately.

We may also incur additional indebtedness in the future. The instruments governing such indebtedness could contain provisions that are as, or more, restrictive than those to which we are presently subject. Our ability to meet our payment and other obligations under our existing and future debt instruments depends on our ability to generate significant cash flow in the future. This, to some extent, is subject to general economic, financial, competitive, legislative, and regulatory factors as well as other factors that are beyond our control. We cannot assure you that our business will generate cash flow from operations, or that future borrowings will be available to us under our existing or any future credit facilities or otherwise, in an amount sufficient to enable us to meet our current and future indebtedness and to fund other liquidity needs. If we are not able to generate sufficient cash flow to service our debt obligations, we may need to refinance or restructure our debt, sell assets, reduce or delay capital investments, or seek to raise additional capital, which may have an adverse impact on our business, financial condition, and results of operations.

We may not be able to secure financing on favorable terms, or at all, to meet our future capital needs.

We have funded our operations since inception primarily through capital raises, totaling \$202 million (C\$255 million) since 2006, and the IPO that occurred in November 2021. We do not know if our operations will generate sufficient cash to fund our operations going forward, to implement our business strategies and finance our capital expenditure programs, or to fund our other investment requirements. We may therefore require additional capital to respond to business opportunities, refinancing needs, acquisitions, or unforeseen circumstances and we may not be able to secure additional debt or equity financing or refinancing on favorable terms, in a timely manner, or at all. Our ability to secure any additional debt financing may also be subject to restrictions contained in our existing or future indebtedness, which may contain limitations on the incurrence of certain indebtedness and liens. Any debt financing obtained by us in the future could also include restrictive covenants relating to our capital-raising activities or other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to grow or support our business and to respond to business challenges could be significantly limited. We are aware that the impacts of the COVID-19 outbreak have led to reduced availability and attractiveness of external funding sources, and we expect that until financial market conditions stabilize, accessing financing could be challenging or at elevated costs.

We evaluate financing opportunities from time to time, and our ability to obtain financing will depend, among other things, on our development efforts, business plans, operating performance, and condition of the capital markets at the time we seek financing. Future sales and issuances of any of our securities or rights to purchase any of our securities could result in substantial dilution to our existing stockholders. We may sell Subordinate Voting Shares, convertible securities, and other equity securities in one or more transactions at prices and in a manner as we may determine from time to time. If we sell any such securities in subsequent transactions, investors may be materially diluted. New investors in such subsequent transactions could gain rights, preferences, and privileges senior to those of holders of our Subordinate Voting Shares.

We cannot assure you that additional financing will be available to us on favorable terms when required, or at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to support our business growth, development efforts and to respond to business challenges could be significantly impaired, and our business, operating results and financial condition may be adversely affected.

Our operating results are subject to seasonal fluctuations, as well as lengthy and uncertain sales cycles, which could result in variations in our quarterly results.

Historically, we have experienced quarterly fluctuations and seasonality based on the timing of entering into agreements with new and existing customers. We have also experienced seasonal fluctuations in our invoicing of customers, which can contribute to quarterly variability in our cash flows from operations. Trends in our business, financial condition, results of operations, and cash flows are impacted by seasonality in our sales cycle which generally reflects a trend to greater sales of SaaS subscriptions in our third fiscal quarter and lower sales of SaaS subscriptions in our first and second fiscal quarters, though we believe this trend has been somewhat masked by our overall growth. We expect that this seasonality and increased delay to collect payment will continue to affect our results of operations in the future, and might become more pronounced as we continue to target larger enterprise customers, and historical patterns in our business may not be a reliable indicator of our future sales activity or performance. Our cost structure could also be negatively impacted during peak eCommerce periods, to the extent demand from our commerce customers is higher than budgeted and priced in.

Our customers may require considerable time to evaluate and test our platform prior to making a purchase decision and placing an order. A number of factors influence the length and variability of our sales cycle, including the need to educate potential customers about the uses, technical capabilities and benefits of our platform and solutions, the discretionary nature of purchasing and budget cycles, and the competitive nature of evaluation and purchasing approval processes. Many of the Company's customers have very complex information systems and data privacy and security requirements. Accordingly, these customers typically undertake a significant evaluation process, which frequently involves not only the Company's solutions, but also those of the Company's competitors, and can result in a lengthy sales cycle as well as requiring the Company to complete a proof of concept. The Company spends time, money, and effort on such sales activities without any assurance that its efforts will produce any sales. In addition, purchases of the Company's solutions are frequently subject to budget constraints, multiple approvals, lengthy contract negotiations, and unplanned administrative, processing, and other delays. Moreover, the evolving nature of the market for relevance solutions may lead prospective customers to postpone their purchasing decisions pending adoption of technology by others or pending potential consolidation in the market. As a result of these potentially lengthy sales cycles, it is difficult to predict whether and when a sale will be completed, and the Company's operating results may vary from quarter to quarter. Even if sales are completed, the revenue the Company receives from these customers may not be sufficient to offset the Company's upfront investments, as customers often begin to deploy our products on a limited basis but nevertheless demand additional features, support services, and pricing concessions, which increase our upfront investment in the sales effort.

We recognize revenue from subscriptions to our solutions over the terms of these subscriptions. Consequently, increases or decreases in new sales may not be immediately reflected in our results of operations and may be difficult to discern.

We recognize revenue from subscriptions to our solutions over the terms of these subscriptions, which is often three or more years. As a result, a portion of the revenue we report in each quarter is derived from the recognition of deferred revenue relating to subscriptions entered into during previous quarters. Consequently, a decline in new or renewed subscriptions in any single quarter may only have a small impact on the revenue that we recognize for that quarter. However, such a decline will negatively affect our revenue in future quarters. Accordingly, the effect of significant downturns in sales and potential changes in our pricing policies or rate of customer expansion or retention may not be fully reflected in our results of operations until the next fiscal year. In addition, given that our average annual SaaS Subscription Revenue per customer is greater than \$100,000, if we were to lose multiple large customers in the same quarter, it could have an outsized negative impact on our revenue in future quarters. Further, a significant portion of our costs are expensed as incurred. As a result, growth in the number of new customers could continue to result in our recognition of higher costs and lower revenue in the earlier periods of our subscriptions. Finally, our subscription-based revenue model also makes it difficult for us to rapidly increase our revenue through additional sales in any period, as revenue from new customers or from existing customers that increase their use of our solutions must be recognized over the applicable subscription term.

If we are unable to maintain sufficient working capital to support our operations and growth, our business, operating results and financial position could be adversely affected.

We actively monitor and manage our working capital to ensure sufficient cash flow and liquidity is available to fund our operations, growth and other corporate purposes. In the future, increased levels of liquidity may be required to adequately support our operations, growth and other initiatives and to mitigate the effects of business challenges or unforeseen circumstances. If we are unable to achieve and sustain such increased levels of liquidity, we may suffer adverse consequences including difficulties in executing our business plan and fulfilling our obligations, and other operational challenges. Any of these developments could adversely affect our business, operating results and financial position.

We have a certain degree of concentration of customers and customer sectors.

Some of our customers provide significant contributions to our revenue. For the year ended March 31, 2022, our top 10 customers represented approximately 16% of our total SaaS Annualized Contract Value, with our largest customer representing approximately 4% of our total SaaS Annualized Contract Value.

If we lose a major customer, experience a material change in the mix of customer sectors that we service, or otherwise experience a decline in the use of our solutions in one of the key sectors that we service, we could also experience a material loss of revenue, which could have a material adverse effect on our business, financial condition, and results of operations. It is not possible for us to predict the future level of demand from our larger customers for our solutions. In addition, we expect our average SaaS Annualized Contract Value to decrease as our product-led growth offering expands and we add customers at smaller beginning contract sizes with significant upsell potential.

Our SaaS customers typically purchase subscriptions with a term of three years or longer, which generally do not provide for a right to terminate the subscription for convenience (other than in accordance with applicable laws). Our customers generally have no obligation to renew, upgrade, or expand their subscriptions with us after the terms of their existing subscriptions expire. In addition, our customers may opt to decrease their usage of our solutions. As a result, we cannot provide assurance that our customers will renew, upgrade, or expand their subscriptions with us, if they renew at all. If one or more of our customers elect not to renew their subscriptions with us, or if our customers renew their subscriptions with us for shorter time periods, or if our customers decrease their usage of our solutions, or if our customers otherwise seek to renegotiate terms of their existing agreements on terms less favorable to us, our business and results of operations would be adversely affected. This adverse impact would be even more pronounced for customers that represent a material portion of our revenue or business operations.

We may face challenges in expanding into new geographic regions outside of Europe, the United States, the U.K., Canada, and Australia, and continuing our growth within these markets.

The substantial majority of our revenue in the fiscal year ended March 31, 2022 was generated in the United States, Europe, the U.K., Canada, and Australia. We plan to expand in geographic regions outside the United States, Europe, the U.K., Canada, and Australia in the future, and we will face challenges associated with entering and expanding in markets in which we have limited or no experience and in which we may not be well-known. Offering our solutions in new geographic regions requires substantial initial and ongoing expenditures and takes considerable time, and we may not recover our investments in new markets in a timely manner or at all. For example, we may be unable to attract a sufficient number of partners and clients, fail to anticipate competitive conditions, or fail to adapt and tailor our solutions to different markets.

The development of our solutions globally exposes us to risks relating to staffing and managing cross-border operations, increased costs and difficulty protecting intellectual property and sensitive data, tariffs and other trade barriers, differing and potentially adverse tax consequences, increased and conflicting regulatory compliance requirements, lack of acceptance of our solutions, challenges caused by distance, language, and cultural differences, exchange rate risk, and exposure to political instability. Accordingly, our efforts to develop and expand the geographic footprint of our operations may not be successful, which could limit our ability to grow our business.

The U.K.'s departure from the European Union could adversely affect our ability to execute on our expansion plans.

The U.K. has one of the largest economies in Europe, and the United States and other European countries are substantial trading partners of the U.K. On June 23, 2016, the U.K. voted in a referendum to leave the European Union, commonly referred to as “Brexit”, which became effective on January 31, 2020, with a transition period that ended on December 31, 2020. Brexit has introduced, and may continue to introduce, significant uncertainties and instability in the financial markets. At present the political and economic long-term consequences of Brexit are uncertain, including whether Brexit will have an overall negative impact on the U.K. or the broader global economy or the value of the British pound. On December 24, 2020, the U.K. and European Union entered into the European Union-U.K. Trade and Cooperation Agreement. The agreement was provisionally applicable beginning January 1, 2021 and sets new rules and arrangements between the U.K. and European Union in areas such as the trade of goods and services, intellectual property, and transportation. As a result of the agreement, the U.K. will no longer be considered a member of the European Union Single Market and Customs Union and will exit all European Union policies and trade agreements. Although the agreement has mitigated a portion of the risk that arose due to the U.K.'s withdrawal from the European Union, the overall impact caused on the Company's operations is still being evaluated, including in the volatility of the British pound. We have growing operations in the U.K. and the European Union. Such a withdrawal from the European Union is unprecedented, and it is unclear how the U.K.'s access to the European single market for goods, capital, services, and labor within the European Union and the wider commercial, legal, and regulatory environment, will impact our operations. We may also face new regulatory costs and challenges as a result of Brexit that could have an adverse effect on our current or future operations and development plans, consumer and investor confidence, and the level of consumer discretionary purchases, thereby impacting the use of our Coveo Relevance Cloud platform and its different functionalities by customers. There may continue to be economic uncertainty surrounding the consequences of Brexit, which could negatively impact our current or future financial condition, results of operations, and cash flows.

Our results of operations may be adversely affected by changes in foreign currency exchange rates.

Our financial results are reported in U.S. dollars while an important portion of our sales and operating costs are transacted in Canadian dollars and some portion in other currencies, primarily Euros and Sterling. We have not historically entered into arrangements to hedge foreign currency risk. In situations where we are not hedged through a natural hedging resulting from an offset in such currencies, our results of operations will be affected by movements in these currencies against the U.S. dollar. Significant fluctuations in relative currency values against the U.S. dollar could thus have a significant impact on our results of operations.

If we do not effectively develop and expand our sales and marketing capabilities, including expanding and training our sales force, we may be unable to expand our customer base, increase sales to existing customers, or expand the value of our existing customers' SaaS subscriptions, and our business will be adversely affected.

We dedicate significant resources to sales and marketing initiatives, which require us to invest significant financial and other resources. Our business and results of operations will be harmed if our sales and marketing efforts do not generate significant revenue increases or increases that are smaller than anticipated.

We may not achieve revenue growth from expanding our sales force if we are unable to hire, train, and retain talented and effective sales personnel. We depend on our sales force to attract new customers and to drive additional sales to existing customers. We believe that there is significant competition for sales personnel, including sales representatives, sales managers, sales engineers, and business development and channel representatives, with the requisite skills and technical knowledge. Our ability to achieve significant revenue growth will depend, in large part, on our success in recruiting, training, and retaining sufficient sales personnel to support our growth, and as we introduce new solutions, use cases, and marketing strategies, we may need to re-train existing sales personnel. New hires require significant training and it may take significant time before they achieve full productivity. Our recent hires and planned hires may not become productive as quickly as we expect, and we may be unable to hire or retain sufficient numbers of qualified individuals in the markets where we do business or plan to do business. In addition, particularly as we continue to grow rapidly, a large percentage of our sales force will have relatively little experience working with us, and limited knowledge of our subscriptions and business model. If our new and existing sales personnel are unable to achieve desired productivity levels in a reasonable period of time, or if our sales and marketing programs are not effective, our growth and results of operations could be negatively impacted. If we are unable to hire and

train sufficient numbers of effective sales personnel, our sales personnel do not reach significant levels of productivity in a timely manner, or our sales personnel are not successful in attracting new customers or increasing sales to our existing customer base, our business will be harmed.

We rely on search engines, advertising on the Internet, and social networking sites to attract a meaningful portion of our customers. If we are not able to generate traffic to our website through search engines, advertising on the Internet, and social networking sites, our ability to attract new customers may be impaired.

Many of our customers find our business through internet search engines, such as Google, advertisements online, and on social networking sites, such as LinkedIn. The prominence of our website in response to internet searches is a critical factor in attracting potential customers to our platform. If we are listed less prominently or fail to appear in search results for any reason, visits to our website could decline significantly, and we may not be able to replace this traffic.

Search engines revise their algorithms from time to time in an attempt to optimize their search results. If search engines modify their algorithms, our website may appear less prominently or not at all in search results, which could result in reduced traffic to our website.

Additionally, if the price of marketing our solutions over search engines or social networking sites increases, we may incur additional marketing expenses or may be required to allocate a larger portion of our marketing spend to search engine marketing and our business and operating results could be adversely affected. Furthermore, competitors may in the future bid on the search terms that we use to drive traffic to our website. Such actions could increase our marketing costs and result in decreased traffic to our website. In addition, search engines or social networking sites may change their advertising policies from time to time. If any change to these policies delays or prevents us from advertising through these channels, it could result in reduced traffic to our website and sales of our solutions. As well, new search engines or social networking sites may develop, particularly in specific jurisdictions, that reduce traffic on existing search engines and social networking sites and if we are not able to achieve awareness through advertising or otherwise, we may not achieve significant traffic to our website through these new platforms. If we are unable to continue to successfully promote and maintain our website, or if we incur excessive expenses to do so, our business and operating results could be adversely affected.

We are dependent upon customers' continued and unimpeded access to the internet, and upon their willingness to use the internet for commerce.

Our success depends upon the general public's ability to access the internet, including through mobile devices, and its continued willingness to use the internet as a means to pay for purchases, communicate, access social media, research, and conduct commercial transactions. The adoption of any laws or regulations that adversely affect the growth, popularity, or use of the internet, including changes to laws or regulations impacting internet neutrality, could decrease the demand for our platform, increase our operating costs, or otherwise adversely affect our business. Given uncertainty around these rules, we could experience discriminatory or anti-competitive practices that could impede both our and our customers' growth, increase our costs, or adversely affect our business. If customers become unable, unwilling, or less willing to use the internet for commerce for any reason, including lack of access to high-speed communications equipment, congestion of traffic on the internet, internet outages or delays, disruptions or other damage to customers' computers, increases in the cost of accessing the internet, and security and privacy risks or the perception of such risks, our business could be adversely affected.

The impact of worldwide economic conditions such as inflation and changes in interest rates, including the resulting effect on the operations, our spending and on consumer spending, may adversely affect our business, operating results and financial condition.

Our performance is subject to worldwide economic conditions and global events, including political, economic, social and environmental risks that may impact our operations or our customers' operations. Such conditions and events may adversely affect customer confidence, customer spending, customer discretionary income or changes in customer purchasing habits. The current deterioration in general economic conditions, including the rise in unemployment rates, inflation and increases in interest rates, may adversely affect customer spending, customer debt levels, and as a result, adversely affect our financial

performance. Economic and geopolitical uncertainties, including those related to Russia's invasion of Ukraine may further amplify such risks. If our costs were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs through price increases. Our inability or failure to do so could harm our business, financial condition, and results of operations. While we do not have any material exposure to Russia or Ukraine, there are other geopolitical and macroeconomic risks that are outside of our control that could impact our business, financial condition, or results of operations.

Economic downturns may adversely impact our customers who may decide not to renew their subscription to our services or potential customers who may decide not to subscribe to our services in order to conserve cash. Weakening economic conditions may also adversely affect third parties, including suppliers and partners, with whom we have entered into relationships and upon whom we depend in order to operate and grow our business.

An occurrence of a widespread health epidemic, pandemic, or other outbreaks, as well as natural disasters, could have a material adverse effect on our business, financial condition, and results of operations.

Our business could be materially and adversely affected by natural disasters, such as fires or floods, the outbreak of a new or existing widespread health epidemic, pandemic, such as COVID-19, or other events, such as wars, acts of terrorism, power shortages, or communication interruptions. In addition to previously identified risks associated with the current COVID-19 pandemic, the occurrence of a disaster or similar event could materially disrupt our business and operations. These events could also cause us to close our operating facilities temporarily, which would severely disrupt our operations and have a material adverse effect on our business, financial condition, and results of operations. In addition, our net sales could be materially reduced to the extent that a natural disaster, health epidemic, such as COVID-19, or other major event harms the economies of the countries in which we operate. Our operations could also be severely disrupted if our customers, partners, and other third-party providers or other participants were affected by natural disasters, health epidemics, such as COVID-19, or other major events.

Our insurance policies may not be sufficient to cover all claims.

Our insurance policies, including policies for data security, privacy liability, and cyber-attacks, may not adequately cover all risks to which we are exposed and may not be adequate for all liabilities actually incurred or indemnification claims against us. A significant claim not covered by our insurance, in full or in part, may result in significant expenditures by us. Moreover, we may not be able to maintain insurance policies in the future at reasonable costs, on acceptable terms or at all, which may adversely affect our business and the trading price of our Subordinate Voting Shares. The successful assertion of one or more large claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could adversely affect our business, financial condition, and results of operations.

Our risk management policies and procedures may not be fully effective in mitigating our risk exposure in all market environments or against all types of risks, which could expose us to losses and liability and otherwise harm our business.

We operate in a rapidly changing industry and our risk management policies and procedures may not be fully effective at identifying, monitoring, and managing our risks. Some of our risk evaluation methods depend upon information provided by third parties regarding markets, clients, or other matters that are otherwise inaccessible to us. In some cases, however, that information may not be accurate, complete or up-to-date. Our risk management policies, procedures, techniques, and processes may not be effective at identifying all of the risks to which we are exposed or enabling us to mitigate the risks we have identified. In addition, when we introduce new use cases or functionalities, focus on new business types, or begin to operate in markets in which we have a limited history, we may be less able to forecast and reserve accurately for new risks. If our risk management policies and processes are ineffective, we may suffer large financial losses, we may be subject to civil and criminal liability, and our business, financial condition, and results of operations may be materially and adversely affected.

Our brand is integral to our success. If we fail to effectively maintain, promote, and enhance our brand, our business and competitive advantage may be harmed.

We believe that maintaining, promoting, and enhancing the Coveo brand is critical to expanding our business. Maintaining and enhancing our brand will depend largely on our ability to continue to provide high-quality, well-designed, useful, reliable, and innovative solutions, which we may not do successfully.

Errors, defects, data breaches, disruptions, or other performance problems with our platform, including with third-party applications, may harm our reputation and brand. We may introduce new solutions or terms of service that our customers do not like, which may negatively affect our brand. Additionally, if our customers have a negative experience using our solutions or third-party solutions integrated with Coveo, such an experience may affect our brand, especially as we continue to attract larger customers to our platform.

We receive media coverage globally. Any unfavorable media coverage or negative publicity about our industry or our Company, including, for example, publicity relating to the quality and reliability of our platform, our privacy and security practices, our product changes, litigation, regulatory activity, or the actions of our partners or our customers, could seriously harm our reputation. Such negative publicity could also adversely affect the size, demographics, engagement, and loyalty of our customers and result in decreased revenue, which could seriously harm our business. Critics of our industry, and others who may want to pursue an agenda have in the past and may in the future utilize the internet, the press, and other means to publish criticisms of our industry, our Company, and our competitors, or make allegations regarding our business and operations, or the business and operations of our competitors. We or others in our industry may receive similar negative publicity or allegations in the future, and it could be costly, time-consuming, distracting to management, cause fluctuations in the market price of our Subordinate Voting Shares and harm our business and reputation.

We believe that the importance of brand recognition will increase as competition in our market increases. In addition to our ability to provide reliable and useful solutions at competitive prices, successful promotion of our brand will depend on the effectiveness of our marketing efforts. While we often market our solutions through advertisements on search engines, social networking and media sites, and paid banner advertisements on other websites, our platform is also marketed through our partner channels and through a number of free traffic sources, including customer referrals, word-of-mouth, and search engines. Our efforts to market our brand have involved significant expenses, which we intend to increase. Our marketing spend may not yield increased revenue, and even if it does, any increased revenue may not offset the expenses we incur in building and maintaining our brand.

Changes in accounting standards or inaccurate estimates or assumptions in the application of accounting policies could adversely affect our financial condition and results of operations.

Our accounting policies and methods are fundamental to how we record and report our financial condition and results of operations. Future changes in accounting standards, pronouncements, interpretations, or errors in application of accounting standards in effect today to complex transactions could require us to change our policies and procedures. The materiality of such changes is difficult to predict, and such changes could materially impact how we record and report our financial condition and results of operations. See note 3 to our consolidated financial statements for the fiscal year ended March 31, 2022 available on our SEDAR profile.

Additionally, our assumptions, estimates, and judgments related to complex accounting matters could significantly affect our financial results. IFRS and related accounting pronouncements, implementation guidelines, and interpretations with regard to a wide range of matters that are relevant to our business, including, but not limited to, allocation of the transaction price to performance obligations, recognition of income taxes and deferred income tax assets, valuation of trade and other receivables, valuation of redeemable preferred shares, tax credits recoverable, and valuation of share-based payments are highly complex and involve many subjective assumptions, estimates, and judgments by us. Changes in these rules or their interpretation or changes in underlying assumptions, estimates, or judgments by us (i) could require us to make changes to our accounting systems to implement these changes that could increase our operating costs and (ii) could significantly change our reported or expected financial performance.

Risks Relating to Intellectual Property and Technology

Accidental or unauthorized access to or disclosure, loss, destruction, or modification of data, through cybersecurity breaches, computer viruses or otherwise, human error, natural or man-made disasters, or disruption of our services could expose us to liability, protracted and costly litigation and damage to our reputation.

In connection with the various services we provide to our customers, we collect, store, process and transmit the personal data of our customers and, in some cases through providing services to our customers, their customers, that include all types of personal data, with some limited exceptions, such as personal health data, credit card information and other categories of personal data that may be restricted under specific laws.

Cybersecurity incidents are increasing in frequency and evolving in nature and include, but are not limited to, installation of malicious software, ransomware, viruses, social engineering (including phishing attacks), denial of service or other attacks, employee theft or misuse, unauthorized access to data and other electronic security breaches. Threats may derive from human error, fraud or malice on the part of employees or third parties, or may result from accidental technological failure. Concerns about security increase when we transmit information (including personal data). Electronic transmissions can be subject to attack, interception, loss or corruption. In addition, computer viruses and malware can be distributed and spread rapidly over the internet and could infiltrate our systems or those of our customers or partners. Infiltration of our systems or those of our associated participants could lead to disruptions in systems, accidental or unauthorized access to or disclosure, loss, destruction, disablement, or encryption of, use or misuse of or modification of confidential or otherwise protected information (including personal data) and the corruption of data.

An increasing number of organizations, including large enterprises, other large technology companies and government institutions, have publicly disclosed breaches of their information technology systems, some of which have involved sophisticated and highly targeted attacks, including on portions of their websites or IT infrastructure. Given the unpredictability of the timing, nature and scope of information technology disruptions, there can be no assurance that any security procedures and controls that we or our associated participants have implemented will be sufficient to prevent security incidents from occurring. Furthermore, because there are many different security breach techniques and such techniques continue to evolve and are generally not detected until after an incident has occurred, we may be unable to anticipate attempted security breaches or other security incidents, react in a timely manner, determine the nature or scope of an incident, or implement adequate preventive measures.

As a defense, the Company has an information security program in line with applicable data privacy regulations, including GDPR, and composed of policies and processes designed to ensure the confidentiality, integrity and availability of customer data processed on our platform. Notably, the Company maintains a business continuity plan and a disaster recovery plan and has implemented various controls over unauthorized access, including remediation strategies and controls to prevent future attacks. However, our defensive measures may not prevent unauthorized access or protect us against theft or misuse of sensitive data or against other cybersecurity related incidents. Furthermore, we cannot be certain that these measures will be successful or will be sufficient to counter all current and emerging technology threats that are designed to breach our systems. While we maintain insurance coverage that may cover certain aspects of cybersecurity risks and incidents, our insurance coverage may be insufficient to cover all losses resulting from a cybersecurity incident.

Any accidental or unauthorized access to or disclosure, loss, destruction, disablement, or encryption of, use or misuse of or modification of data, cybersecurity breach or other security incident that we or our subprocessors have in the past experienced, and in the future could experience, or the perception that one has occurred or may occur, could harm our reputation, reduce the demand for our solutions and services and disrupt normal business operations. In addition, it may require us to spend material resources to investigate or correct the breach and to prevent future security breaches and incidents, expose us to uninsured liability, increase our risk of regulatory scrutiny, expose us to legal liabilities, including litigation (such as class actions), regulatory enforcement, indemnity obligations, damages or other remedies for contract breach (including, in some cases, termination by our customers of their subscription agreement), and cause us to incur significant costs, any of which could materially adversely affect our business, financial condition, and results of operations. Moreover, there could be public announcements regarding any such incidents and any steps we take to respond to or remediate such incidents, and if securities analysts or investors perceive these announcements to be negative, it could have a substantial adverse effect on the price of our Subordinate Voting Shares. In addition, our remediation efforts may not be successful. While no security incidents in the past have had a material adverse effect on our business, financial condition or results of operations, we cannot predict the

impact of any such future events. These risks may increase as we continue to grow and collect, process, store and transmit increasingly large amounts of data.

We rely on subprocessors to host our customers' data; their failure to handle and protect such data appropriately or the disruption of their services, for any reason, may have a material impact on our business or damage our reputation.

In connection with the services we provide, we host our customers' data in the cloud using notably Amazon Web Services, Google Cloud Platform and Snowflake. As required by applicable privacy laws and per the agreements we have in place with our customers, we agree to bear responsibility for the acts and omissions of those subprocessors, subject to the liability limitations negotiated between the parties. The accidental or unauthorized access to or disclosure, loss, destruction, disablement, or encryption of, use or misuse of or modification of data of our customers by our subprocessors could result in significant fines, penalties, orders, sanctions and proceedings or actions against us by the governmental bodies and other regulatory authorities, end users or third parties, which could have a material adverse effect on our business, reputation, financial condition, and results of operations. Any such proceeding or action, and any related indemnification obligation, could damage our reputation, force us to incur significant expenses in defense of these proceedings, distract our management, increase our costs of doing business or result in the imposition of financial liability. There is also a risk that, where our customers' information is stored in foreign jurisdictions by our subprocessors, local authorities may exercise powers under local laws to access the personal data of our clients without our or our subprocessors' prior knowledge or consent.

Failure to select subprocessors that have robust cybersecurity and privacy capabilities may also jeopardize our ability to attract new customers, who may factor their assessment of risks associated with such subprocessors in their decision. Even if we select a subprocessor with robust cybersecurity and privacy capabilities, existing or potential customers may disagree with our selection and we may have difficulties convincing all of our customer base to approve the addition of such new subprocessor.

Our operations depend on the virtual cloud infrastructure hosted by our subprocessors, as well as the information stored in these virtual data centers. Although we have disaster recovery plans that utilize multiple locations, any incident affecting the infrastructures of our subprocessors that may be caused by power loss, telecommunications failures, unauthorized intrusion, computer viruses, disabling devices, natural disasters, war, criminal act, military actions, terrorist attacks, and other similar events beyond our control could negatively affect the availability and reliability of our solutions. A prolonged service disruption of our subprocessors affecting our services for any of the foregoing reasons or the termination of our relationship with any one of our subprocessors could damage our reputation, expose us to liability, cause us to lose current or potential customers, or otherwise harm our business. We may also incur significant costs for using alternative equipment or taking other actions in preparation for, or in reaction to, events that damage the subprocessors' services we use. Any transition of the cloud services currently provided by either Amazon Web Services, Google Cloud Platform or Snowflake to the other platform or to another cloud provider would be difficult to implement and will cause us to incur significant time and expense.

In addition, the subprocessors hosting our customers' data may take actions beyond our control that could seriously harm our business, including:

- discontinuing or limiting our access to its cloud platform;
- increasing pricing terms;
- terminating or seeking to terminate our contractual relationship altogether;
- establishing more favorable relationships or pricing terms with one or more of our competitors; and
- modifying or interpreting its terms of service or other policies in a manner that impacts our ability to run our business and operations.

Each of Amazon Web Services, Google Cloud Platform and Snowflake has broad discretion to change and interpret its terms of service and other policies with respect to the services they offer us, and those actions may be unfavorable to us. They may

also alter how we are able to process data on their cloud platforms. If they make changes or interpretations that are unfavorable to us, our business could be seriously harmed.

If our software contains serious errors or defects, we may lose revenue and market acceptance and may incur costs to defend or settle claims with our customers.

Software such as ours may contain errors, defects, security vulnerabilities or software bugs that are difficult to detect and correct, particularly when first introduced or when new versions or enhancements are released. Despite robust internal testing, our platform may contain serious errors or defects, security vulnerabilities or software bugs that we may be unable to successfully correct in a timely manner or at all, which could result in lost revenue, significant expenditures of capital, a delay or loss in market acceptance and damage to our reputation and brand, any of which could have an adverse effect on our business, financial condition, and results of operations. Furthermore, our platform is a multi-tenant cloud-based system that allows us to deploy new versions and enhancements to all of our customers simultaneously. To the extent we deploy new versions or enhancements that contain errors, defects, security vulnerabilities or software bugs to all of our customers simultaneously, the consequences would be more severe than if such versions or enhancements were only deployed to a smaller number of our customers.

Since our customers may use our solutions for processes that are material to their businesses, specifically with regards to our Commerce solutions, errors, defects, security vulnerabilities, service interruptions or software bugs in our platform could negatively impact our customers. Our customers may seek compensation from us for the losses they suffer or cease conducting business with us altogether. Further, a customer could share information about bad experiences on social media, which could result in damage to our reputation and loss of future sales. Even if not successful, a claim brought against us by any of our customers would likely be time-consuming and costly to defend and could damage our reputation and brand, making it harder for us to sell our solutions.

We could suffer disruptions, outages, defects, and other performance and quality problems with our solutions or with the public cloud and internet infrastructure on which it relies.

Our business depends on our solutions to be available without disruption. We have experienced, and may in the future experience, disruptions, outages, defects, and other performance and quality problems with our solutions. We have also experienced, and may in the future experience, disruptions, outages, defects, and other performance and quality problems with the public cloud and internet infrastructure on which our solutions rely. These problems can be caused by a variety of factors, including introductions of new functionality, migrations to new versions of our solutions, vulnerabilities and defects in proprietary and open source software, human error or misconduct, capacity constraints, design limitations, as well as from internal and external security breaches, malware and viruses, ransomware, cyber events, denial or degradation of service attacks or other security-related incidents.

Further, if our contractual and other business relationships with our public cloud providers are terminated, suspended, or suffer a material change to which we are unable to adapt, such as the elimination of services or features on which we depend, we could be unable to provide our solutions and could experience significant delays and incur additional expense in transitioning customers to a different public cloud provider.

Any disruptions, outages, defects, and other security performance and quality problems with our solutions, notably with regards to the Commerce solutions, or with the public cloud and internet infrastructure on which it relies, or any material change in our contractual and other business relationships with our public cloud providers, could result in reduced use of our solutions, increased expenses, including significant, unplanned capital investments and/or service credit obligations, and harm to our brand and reputation, any of which could have a material adverse effect on our business, financial condition, and results of operations.

If we are unable to successfully obtain, maintain, protect, enforce, or otherwise manage our intellectual property and proprietary rights, we may incur significant expenses and our business may be adversely affected.

Our success depends in part, and we place considerable emphasis, on obtaining, maintaining, protecting, and enforcing relevant intellectual property and proprietary rights, which may include patent, design, utility model, trademark, copyright, and trade secret protection, as well as regulatory exclusivity periods and confidentiality agreements (collectively, “IP Rights”). We cannot be sure that our means of obtaining, maintaining, and enforcing our IP Rights in Canada, the United States or abroad will be adequate to protect such rights against infringement, misappropriation or other violation. We have not filed applications to secure IP Rights in most countries and we may not have the benefit of significant protection in such countries. We may not receive protection for pending or future applications relating to IP Rights owned by or licensed to us, and the scope of protection granted under any issued or registered IP Rights may not be sufficiently broad to protect our technology, solutions, systems, brands, trademarks, or information. Also, because of the rapid pace of technological change in our industry, aspects of our business and our solutions rely on technologies developed or licensed by third parties, and we may not be able to obtain or continue to obtain licenses and technologies from these third parties on reasonable terms or at all. Moreover, the laws of certain jurisdictions, including emerging countries, do not protect IP Rights to the same extent as the laws of Canada or the United States. If we cannot adequately obtain, maintain, protect or enforce our IP Rights, third parties may be able to compete more successfully against us and develop and commercialize substantially identical products, services or technologies, which could have a material adverse effect on our business, financial condition or results of operations.

Third parties may challenge, invalidate, circumvent, infringe, or misappropriate our IP Rights, and such IP Rights may be lost or no longer sufficient to permit us to take advantage of current market trends or to otherwise provide competitive advantages, which could result in costly redesign efforts, discontinuance of certain service offerings or other competitive harm. Others, including our competitors, may independently develop similar technology, duplicate our solutions or design around our IP Rights, and in such cases, we could not assert our IP Rights against such parties. Moreover, third parties may infringe, misappropriate, or otherwise violate IP Rights owned or licensed by us and we may assert claims against such third parties to enforce, or determine the scope and enforceability of, our IP Rights, which could result in lengthy litigation or other proceedings and could cause a diversion of resources and may not prove successful. Such third parties could also counterclaim that any IP Rights we assert are invalid or unenforceable and if such counterclaims are successful, we could lose valuable IP Rights.

We rely heavily on trade secrets and proprietary know-how to protect our solutions and technology and their development and commercialization, and rely in part on confidentiality agreements with suppliers and other partners, employees, independent contractors and consultants. However, we cannot guarantee that we have entered into such agreements with each party that has or may have had access to our trade secrets. Moreover, these agreements may be breached, and we may not have or be able to enforce adequate remedies for any such breach. There is also no guarantee that these agreements or other precautions will provide sufficient protection against any unauthorized access, use or misuse, misappropriation, counterfeiting, cloning, reverse engineering, or disclosure of any of our trade secrets, proprietary know-how and any other information or technology. Trade secrets can be difficult to protect and some courts inside and outside of Canada and the United States are unwilling or less willing to protect trade secrets as compared to other forms of intellectual property. Defending against unauthorized access, use or misuse, misappropriation, counterfeiting, cloning, reverse engineering or disclosure of our technology, trade secrets, proprietary know-how and other IP Rights and technology may result in lengthy and expensive litigation or other proceedings with uncertain outcomes and cause significant disruption to our business and operations. If we are unable to obtain, maintain, protect, or effectively enforce our IP Rights, it could impact the development, manufacture and commercialization of our solutions and use cases and have a material adverse effect on our business, financial condition, or results of operations.

Claims by others that we have infringed their proprietary technology or other IP Rights could harm our business.

Our success depends, in part, on our ability to develop and commercialize our solutions and technologies without infringing, misappropriating or otherwise violating the IP Rights of third parties. However, we may not be aware that our products, solutions, or technologies are infringing, misappropriating, or otherwise violating third-party IP Rights, and such third parties may bring claims alleging such infringement, misappropriation, or violation. Third parties may have obtained the issuance, or may eventually obtain the issuance of, patents that could be infringed by our products or technology. Any of these third parties could make a claim of infringement against us with respect to our solutions or technology. We may also be subject to

claims by third parties for breach of copyright, trademark, trade secrets or other IP Rights. When any such claims are asserted against us, we may seek to license the third-party's IP Rights, which could be expensive. We may be unable to obtain the necessary licenses on satisfactory terms, if at all. Any claim from third parties may result in a limitation on our ability to use the intellectual property subject to these claims or could prevent us from registering our brands as trademarks. Even if we believe that intellectual property-related claims are without merit, defending against such claims is time-consuming and expensive, and could result in the diversion of the time and attention of our management and employees. Claims of intellectual property infringement also might require us to redesign affected solutions, enter into costly monetary settlement or license agreements, pay costly damage awards, change our brands or face a temporary or permanent injunction prohibiting us from importing, marketing, selling or operating certain of our solutions, using certain of our brands or operating our business as presently conducted. Even if we have an agreement for indemnification against such costs, the indemnifying party, if any in such circumstances, may be unable to uphold its contractual obligations.

We may be subject to adverse publicity or reputational harm, even if claims against us are later shown to be unfounded or unsubstantiated. Moreover, there could be public announcements of the results of hearings, motions or other interim proceedings or developments and if securities analysts or investors perceive these results to be negative, it could have an adverse effect on the price of our Subordinate Voting Shares. The award of damages, including material royalty payments, or the entry of an injunction against the manufacture, import, marketing, sale, or operation of some or all of our solutions, or our entry into any license or settlement agreement in connection with such claims could affect our ability to compete with third parties and have a material adverse effect on our business, financial condition, and results of operations.

If we are unable to obtain or fail to comply with the required licenses to operate our business or experience disputes with licensors or disruptions to our business relationships with our licensors, we could lose license rights that are important to our business.

We have entered into license agreements with third parties and may need to obtain additional licenses from our existing licensors and others to advance or allow commercialization of our solutions. It is possible that we may be unable to obtain any additional licenses at a reasonable cost or on reasonable terms, if at all. In that event, we may be required to expend significant time and resources to redesign our solutions or to develop or license replacement technology, all of which may not be feasible on a technical or commercial basis. If we are unable to do so, we may be unable to develop or commercialize the affected solutions, which could disrupt and adversely affect our business.

Disputes may arise regarding intellectual property or technology, including software and data, that is subject to a licensing agreement, including the scope of rights granted under the license agreement and other interpretation-related issues. In addition, the agreements under which we currently license intellectual property or technology from third parties are complex, and certain provisions in such agreements may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant intellectual property or technology, or increase what we believe to be our financial or other obligations under the relevant agreement. If these events were to occur, we may lose the right to continue to use and exploit such licensed intellectual property or technology in connection with our operations and solutions, which could have a material adverse effect on our business, financial condition, and results of operations.

Indemnity provisions in various agreements may potentially expose us to substantial liability for intellectual property infringement, misappropriation, violation, and other losses.

Our agreements with customers and other third parties may include indemnification provisions under which we agree to indemnify them for certain losses suffered or incurred as a result of claims of intellectual property infringement, misappropriation or other violation of intellectual property rights, data protection violations, damages caused by us to property or persons, or other liabilities relating to or arising from our software, solutions or other contractual obligations. Large indemnity payments, either individually or in aggregate, could harm our business, reputation, results of operations, and financial condition. Although we are sometimes successful in contractually limiting our liability with respect to such indemnity obligations, we may still incur substantial liability related to them, or an event triggering our indemnity obligations could give rise to multiple claims involving multiple customers or other third parties. We may be liable for up to the full amount of the indemnified claims, which could result in substantial liability or material disruption to our business. Any dispute

with a customer with respect to such obligations could have adverse effects on our relationship with that customer and other existing customers and new customers, reduce demand for our products, and harm our business and results of operations.

Our use of open source software could negatively affect our ability to sell our solutions and subject us to possible litigation.

Our solutions incorporate and are dependent to some extent on the use and development of third-party open source software and we intend to continue our use and development of open source software in the future. Such open source software is generally licensed by its authors or other third parties under so-called “open source” licenses and is typically freely accessible, usable and modifiable.

Pursuant to such open source licenses, we may be subject to certain conditions, including requirements that we offer our proprietary software that incorporates the open source software for no cost, that we make available source code for modifications or derivative works we create based upon, incorporating or using the open source software, that we license such modifications or derivative works under the terms of the particular open source license or that we grant other licenses to our intellectual property. We seek to ensure that our proprietary software is not combined with, and does not incorporate, open source software in ways that would require the release of the source code of our proprietary software to the public. Certain components of our solutions incorporate software that is licensed under an open source license which would require the release of proprietary code if such platform or solutions was released or distributed to third parties. Accordingly, we take steps to ensure that such platform or solutions are not released or distributed and that they are held by authorized third parties on their premises.

Important components of our software have been provided under the terms of open source licenses. Some of those licenses state that any work of authorship licensed under it, and any derivative work thereof, may be reproduced and distributed provided that certain conditions are met. It is possible that a court would hold any one of those licenses to be unenforceable or that someone could assert a claim for proprietary rights in a program developed and distributed under it. Any ruling by a court that any one of those licenses is not enforceable, or that open source components of our solutions may not be reproduced or distributed, may negatively impact our distribution or development of all or a portion of our solutions.

If an author or other third-party that uses or distributes such open source software were to allege that we had not complied with the conditions of one or more of these licenses, we could be required to incur significant legal expenses defending against such allegations and could be subject to significant damages, enjoined from the sale of our solutions that contain or are dependent upon such open source software and required to comply with the foregoing conditions, which could disrupt the distribution and sale of some of our solutions. Litigation could be costly for us to defend, have a negative effect on our operating results and financial condition or require us to devote additional research and development resources to change our platform. As there is little or no legal precedent or judicial interpretation governing the interpretation of many of the terms of certain of these licenses, the potential impact of these terms on our business is uncertain and may result in unanticipated obligations regarding our solutions and technologies.

Any requirement to disclose our proprietary source code, in defending our use of open source licenses or otherwise, the termination of open source license rights or payments of damages for breach of contract could be harmful to our business, results of operations or financial condition, and could help our competitors develop products that are similar to or better than ours with lower development effort and time. Alternatively, to avoid the public release of the affected portions of our source code, we could be required to expend substantial time and resources to re-engineer some or all of our software.

In addition to risks related to license requirements, use of open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties, controls on the origin or development of the software or remedies against the licensors, nor are there any guarantees of any updates to the open source software being released, which means that some open source software can be more susceptible to cybersecurity attacks than commercially available software. Many of the risks associated with usage of open source software cannot be eliminated and could adversely affect our business.

It is possible that we may not be aware of all instances where open source software has been incorporated into our proprietary software or used in connection with our solutions or our corresponding obligations under open source licenses. We rely on

multiple software programmers to design our proprietary software and we cannot be certain that our programmers have not incorporated open source software into our proprietary software that we intend to maintain as confidential or that they will not do so in the future. To the extent that we are required to disclose the source code of certain of our proprietary software developments to third parties, including our competitors, in order to comply with applicable open source license terms, such disclosure could harm our intellectual property position, competitive advantage, results of operations, and financial condition. In addition, to the extent that we have failed to comply with our obligations under particular licenses for open source software, we may lose the right to continue to use and exploit such open source software in connection with our operations and solutions, which could disrupt and adversely affect our business.

Risks Relating to Regulation

We are subject to costs and risks associated with new or changing laws and regulations and governmental action affecting our business.

We operate in a complex regulatory and legal environment and are subject to a wide variety of laws and regulations in the jurisdictions in which we operate. Some of the laws and regulations in Europe, the U.K., the United States, Canada and Australia and other jurisdictions in which we operate that affect or may affect us include: privacy, data protection and data transfer laws and regulations; those relating to the manner in which we advertise, market and sell solutions; labor and employment laws, including wage and hour laws; tax laws or interpretations thereof; potentially adverse tax consequences, including the complexities of foreign value-added tax (or other tax) systems and restrictions on the repatriation of earnings; and securities and exchange laws and regulations. The laws and regulations specifically applicable to us may also change on the basis of a change in the nature of our solutions, or a change in the jurisdictions in which those solutions are being offered, including, but not limited to, as a result of acquisitions. We do not have the ability to ensure that our customers are using our solutions in a manner that complies with all applicable laws and regulations in all jurisdictions where they use them. There can be no guarantee that we will have sufficient resources to comply with new laws, regulations, or government action, or to successfully compete in the context of a shifting regulatory environment. Moreover, these laws and regulations may change, sometimes significantly, as a result of political, economic and social events.

In addition, as with many innovations, machine learning and AI present additional risks and challenges that could affect their adoption and therefore our business. For example, the development of machine learning and AI present emerging ethical issues, and if we enable or offer solutions on this front that are controversial, due to their impact, or perceived impact, on human rights, privacy, employment, or in other social contexts, we may experience brand or reputational harm, competitive harm, or legal liability. New regulations that may be adopted in the space of ethical AI may increase the burden and cost of research and development in this area, including by causing us to incur significant costs in order to adapt our platform to the requirements of ethical AI, subjecting us to brand or reputational harm, competitive harm, or legal liability. We may also be restricted in our ability to fully utilize AI and machine learning technologies as a result of legal and regulatory restrictions on data collection and processing. Also, our positions on social and ethical issues may impact our ability to attract or retain employees, customers and other users. In particular, our brand and reputation are associated with our public commitments to sustainability, equality, inclusivity, accessibility, and ethical use, and any perceived changes in our dedication to these commitments could impact our relationships with potential and current customers and other users.

Changes in laws or regulations relating to privacy and data protection, or any actual or perceived failure by us to comply with such laws and regulations, or contractual or other obligation relating to privacy and data protection could adversely affect our business.

We receive from, and process for, our customers, a significant and increasing volume of data which includes personal data. We also collect, use, and disclose personal data belonging to our employees. As we expand our network of clients, including in new jurisdictions, we are and will increasingly be subject to a variety of laws, directives, and regulations, as well as contractual obligations, relating to the collection, use, retention, security, disclosure, transfer, destruction, de-identification, and other processing of such personal data in the jurisdictions in which we and or our customers operate. The regulatory framework for privacy, data protection and data transfers worldwide is rapidly evolving and is likely to remain uncertain for the foreseeable future. Applicable privacy laws and court decisions could impact our ability to transfer personal data internationally. For example, on July 16, 2020, the CJEU, the European Union's highest court, in a landmark decision

commonly referred to as “Schrems II”, invalidated the EU-US Privacy Shield Framework (commonly known as the “Privacy Shield”), under which personal data could previously be transferred from the European Economic Area to the United States (to U.S. entities who had self-certified under the Privacy Shield scheme). Flowing from this decision, questions were raised on the reliance on the European Commission’s SCCs as an alternative to the Privacy Shield regime. We note that although the CJEU recognized the validity of SCCs in principle, it did note in its decision that reliance on those clauses alone may not be sufficient in all circumstances in the future. In June 2021, the European Commission published an updated version of the SCCs, which aims at better reflecting GDPR data protection requirements in various relational scenarios between data exporters and data importers (whether acting as controllers, processors, subprocessors, joint controllers, etc.). Since then, several European Supervisory Authorities have assessed the technical and administrative measures that should be implemented where there is a transfer of personal data from the European Union to a third-country with no adequacy decision. It appears that robust security measures, like the reliance on ISO 27001 certification and encryption of the data at rest and in transit are not enough to reach this standard to the extent the recipient of the data located overseas has access to the data in clear. We continue to constantly assess the measures that should be implemented along with these SCCs as well as their sufficiency as a means for cross-border data transfers of personal data from the European Union to the United States and other jurisdictions that have not been recognized as adequate by the European Union. It is also possible that regulators may opt to apply different standards to cross-border data transfers and to block, or require ad hoc verification of measures taken with respect to certain data transfers. This may result in additional compliance costs, lead to increased regulatory scrutiny or liability, and adversely impact our business, financial condition, and operating results. This may also substantially restrict our activities in Europe, limit our ability to collaborate with customers, partners, and other service providers subject to European Union data protection laws and possibly require us to increase our investment in building European data processing capabilities.

We publicly post documentation regarding our data privacy practices. Although we endeavor to comply with our published policies, we may at times fail to do so or be alleged to have failed to do so. The publication of our privacy policies that provide promises and assurances about privacy and security can subject us to potential government or legal action if they are found to be deceptive, unfair, or misrepresentative of our actual practices. Any failure, real or perceived, by us to comply with our posted privacy policies or with any regulatory requirements, certifications or orders or other privacy or consumer protection-related laws and regulations applicable to us could cause customers and potential customers to reduce their use of our solutions and could materially and adversely affect our business. In many jurisdictions, enforcement actions and consequences for non-compliance can be significant and are rising. In some cases, we may enter into DPAs (or other similar agreements) with our customers, a copy of which we make available on our website. The specific terms of these DPAs may vary from one customer to another and may impose additional obligations and liabilities that may not be stipulated in the version available on our website.

The U.S. federal and various state government bodies and agencies have adopted or are considering adopting laws and regulations limiting or otherwise regarding, among others, the collection, processing, and security of personal information. For example, in June 2018, California passed the CCPA, which became effective on January 1, 2020 and imposes stringent data privacy and data protection requirements for the protection of the personal information of California residents. Enforcement of the CCPA by the California Attorney General began on July 1, 2020. Among other things, it requires companies subject to these laws to provide new disclosures to California consumers and afford such consumers new data protection rights, including the ability to opt-out of certain sales of personal information. The CCPA provides for civil penalties for violations, as well as a private right of action for certain personal information breaches that result in the loss of personal information that may increase the likelihood of, and risks associated with, data breach litigation. The California Privacy Rights Act of 2020 (“CPRA”), which applies to businesses since January 2022 broadly amends the CCPA. The CPRA shares many attributes with the GDPR. In particular, it strengthens consumer privacy rights and outlines new requirements regarding the sale and share of personal information of California consumers. The effects of this legislation are potentially far-reaching and may require us to modify our data processing practices and policies and to incur substantial costs and expenses in an effort to comply. Privacy laws inspired by the CCPA have also been introduced in a number of other states. Other states, including Nevada, Virginia, Florida, New Hampshire, Washington state, and Illinois also released their respective takes on what residents’ bolstered privacy rights and businesses’ corresponding obligations should look like.

Internationally, laws and regulations in many jurisdictions apply broadly to the collection, processing and security of data that identifies or may be used to identify or locate an individual, such as names, email addresses and, in some jurisdictions, internet protocol, or IP addresses. For example, we are subject to Canada’s PIPEDA, and the analogous provincial laws, which similarly impose data privacy and security obligations on our processing of personal data. In November 2020, Bill C-11, also

known as the *Digital Charter Implementation Act, 2020*, was introduced in the federal House of Commons and would repeal parts of PIPEDA and replace them with a new legislative regime governing the collection, use, and disclosure of personal data for commercial activity in Canada. As the core of this regime, the CPPA would be enacted to maintain, modernize, and extend existing rules and to impose new rules on private sector organizations for the protection of personal data. The CPPA would also continue and enhance the role of the Privacy Commissioner in overseeing organizations' compliance with these measures. The *Personal Information and Data Protection Tribunal Act* would be enacted to create a Tribunal to hear appeals of orders issued by the Privacy Commissioner and apply a new administrative monetary penalty regime created under the CPPA. It also contemplates a right of private action which may result in more litigation. While Bill C-11 has been tabled, it is unclear when it is coming into force and remains subject to further review and amendments. Nevertheless, we anticipate that upon its coming into force, it will result in us reviewing our privacy compliance programs that may materially increase compliance costs and possibly restrict our ability to do business as currently conducted.

CASL is the federal law dealing with spam and other electronic threats. It is meant to protect Canadians while ensuring that businesses can continue to compete in the global marketplace. The Office of the Privacy Commissioner of Canada shares responsibility for enforcing CASL with the Canadian Radio-television and Telecommunications Commission and the federal Competition Bureau. CASL applies to a commercial electronic message that is sent to an electronic address. There are three general requirements for sending a commercial electronic message to an electronic address: (1) obtain consent, (2) provide identification information, and (3) provide an unsubscribe mechanism. CASL also describes the means by which consent can be obtained in order to send a commercial electronic message.

In Quebec, we are also subject to the Private Sector Act. On September 21, 2021, Québec National Assembly adopted Bill 64, which proposes major amendments to the Private Sector Act, notably, to impose new obligations on Québec businesses (including additional requirements for transferring personal information outside of Quebec Province) while significantly increasing the powers of its supervisory authority. New proposed penal provisions introduce fines for non-compliance of either up to C\$25,000,000 or 4% of worldwide turnover for the preceding fiscal year, whichever sum is greater. The provisions of the Act will come gradually into effect over the next three years, starting on September 22, 2022.

Furthermore, in the U.S., the CAN-SPAM applies to companies that send unsolicited commercial electronic mail messages. CAN-SPAM bans false or misleading header information and prohibits deceptive subject lines. It also requires that unsolicited commercial email be identified as advertising and provide recipients with a method for opting out of receiving any such email in the future. In addition, CAN-SPAM directs the FTC to issue rules establishing the criteria for determining the primary purpose of a commercial email.

In the European Union, the GDPR applies to companies established within the European Economic Area ("EEA") as well as companies outside the EEA that offer goods or services to EEA customers or businesses, or if such companies outside the EEA monitor their behavior as far as their behavior takes place within the EEA. It imposes a number of disclosure, consent, data use and storage obligations on processors and controllers of personal data. Penalties for breach of the GDPR can be substantial, including a maximum fine of 4% of annual global turnover. In some cases, we may enter into Data Processing Addendums ("DPAs") (or other similar agreements) with our customers, a copy of which we make available on our website.

In addition to the above, we note the changing regulatory landscape in the European Union regarding the requirements around data transfers. For example, on July 16, 2020, the Court of Justice of the European Union ("CJEU"), the European Union's highest court, in a landmark decision commonly referred to as "Schrems II", invalidated the EU-US Privacy Shield Framework (commonly known as the "Privacy Shield"), under which personal data could previously be transferred from the European Economic Area to the United States by entities who had self-certified under the Privacy Shield scheme. Flowing from this decision, questions were raised on the reliance on the European Commission's Standard Contractual Clauses ("SCCs") as an alternative to the Privacy Shield regime. We note that although the CJEU recognized the validity of SCCs in principle, it did note in its decision that reliance on those clauses alone may not be sufficient in all circumstances in the future and a transfer impact assessment shall be carried out before any transfer. In June 2021, the European Commission published new versions of the SCCs, which aim at better reflecting GDPR data protection requirements in various relational scenarios between data exporters and data importers (whether acting as controllers, processors, subprocessors, joint controllers, etc.). In November 2021, the European Data Protection Board ("EDPB") issued guidelines that provided a consistent interpretation of the concept of "international transfers" of personal data from the European Union to a third-country and seemed to endorse a risk-based approach regarding the implementation of the new SCCs. In March 2022, the European Union and the United States authorities agreed to reach a political deal which aims at addressing the concerns raised by Schrems II. We continue to

constantly assess the measures that can be implemented along with the SCCs as well as their sufficiency as a means for cross-border data transfers of personal data between the European Union and the United States or any other jurisdiction that does not have an adequacy decision with the European Union. It is also possible that regulators may opt to apply different standards to cross-border data transfers and to block, or require *ad hoc* verification of measures taken with respect to certain data transfers. For instance some European Supervisory Authorities (in France and in Austria) have issued decisions stating that any international transfer of personal data shall be protected by the new SCCs which imply strong technical and administrative measures where the recipient of such data should not have access to the personal data in plain text.

In the U.K., the Data Protection Act of 2018 sets out the framework for data protection law in the U.K. It sits alongside and supplements the U.K. GDPR, by providing exemptions, for example. It also sets out the Information Commissioner's functions and powers. As such, we may be subject to both the U.K. GDPR and the European Union GDPR since we operate in Europe, offering goods or services to organizations that collect personal data from European Union domiciled individuals. Transfer of personal data from the European Union to the U.K. falls under an adequacy decision made by the European Commission on June 28, 2021. From March 2022, any transfer of personal data from the U.K. to a third-country that does not have an adequacy decision shall rely on either an International Data Transfer Agreement ("IDTA") or an international data transfer addendum to the EU SCCs.

In the United States, the U.S. Department of Health and Human Services promulgated patient privacy rules under the HIPAA, that cover PHI by limiting use and disclosure, giving individuals the right to access, amend, and seek accounting of their PHI, and limiting most use and disclosures of their PHI to the minimum amount reasonably necessary to accomplish the intended purposes. Certain of our customers may be either business associates or covered entities under HIPAA. Therefore, we must comply with HIPAA to the extent that PHI is introduced into our solutions by our customers and maintain a HIPAA compliance program. Certain states have signed into law or are intending to enact laws regarding requirements on de-identified information, and there is some uncertainty regarding those laws' conformity with the HIPAA de-identification standards. Compliance with state laws could require additional investment and management attention and may subject us to significant liabilities if we do not comply appropriately with new and potentially conflicting regulations.

Complying with CCPA, CPRA, PIPEDA, the Private Sector Act (and other Canadian provinces' private sector privacy laws), the GDPR, CASL, CAN-SPAM, HIPAA or other laws, regulations or other obligations relating to privacy, data protection, data transfers, data localization, or information security may cause us to incur substantial operational costs or require us to modify our data practices. We endeavour to comply with the most stringent privacy, data protection and data transfer laws and regulations and ensure compliance with global privacy standards, such as the GDPR. We may be subject to data residency requirements that may require us to incur costs to hire and maintain local employees in particular jurisdictions. Non-compliance could result in proceedings against us by governmental entities, private actions, or others, could result in substantial fines or other material liabilities, and may otherwise adversely affect our business, financial condition, and results of operations.

Additionally, some statutory requirements in Canada, the United States and abroad include obligations for companies to notify individuals of security breaches involving particular personal information, which could result from breaches experienced by us or our service providers for which we are accountable under most applicable data protection laws. For example, laws in all 50 U.S. states require businesses to provide notice to customers whose personal information has been disclosed as a result of a data breach. The laws are not consistent, and compliance in the event of a widespread data breach is difficult and may be costly. States are also frequently amending existing laws, requiring attention to frequently changing regulatory requirements. The GDPR and PIPEDA also contain data breach notification requirements, and the Private Sector Act in Quebec will be amended (effective September 22, 2022) to provide for a similar mandatory mechanism. Any actual or perceived security breach could harm our reputation and brand, expose us to potential legal liability (including multiple litigation and regulatory investigations) or require us to expend significant resources on data security and in responding to any such actual or perceived breach. We note specifically the increase in recent years in the number of class action litigation following data security incidents and we expect this trend to continue for the foreseeable future. Any contractual protections we may have from our service providers or under our insurance policies may not be sufficient to adequately protect us from any such liabilities and losses, and we may be unable to enforce any such contractual protections.

Many regulations worldwide also regulate the use of tracking technologies, on which Coveo product relies to gather analytics data about the end-users of its customers. In the EU, the use of those technologies, like first-party cookies, third-party cookies, local storage or fingerprinting, is regulated both by the GDPR and the ePrivacy Directive. The GDPR and the ePrivacy

Directive have also been implemented in UK law following Brexit. The European Commission has a draft regulation in the approval process that focuses on a person's right to conduct a private life. The proposed regulation, known as the Regulation of Privacy and Electronic Communications (the "ePrivacy Regulation"), would replace the ePrivacy Directive. If adopted, the earliest date for entry into force is in 2023, with broad potential impacts on the use of tracking technologies, such as cookies. Furthermore, it is expected that the ePrivacy Regulation will significantly increase fines for non-compliance and impose burdensome requirements around obtaining consent. We expect to incur additional costs to comply with the requirements of the ePrivacy Regulation as it is finalized for implementation. In Canada, tracking technologies are regulated by CASL and PIPEDA. In the US, the Federal Trade Commission addresses tracking technologies when they constitute "unfair or deceptive" practices. All those regulations set out transparency obligations and, in some cases, impose express consent (opt-in) from the end-user before tracking them. In addition, many browsers are now disabling third party cookies by default or deprecating them, following a trend towards more privacy-friendly practices. These data privacy laws and regulations are complex, continue to evolve, and on occasion may be inconsistent between jurisdictions leading to uncertainty in interpreting such laws and it is possible that these laws, regulations and requirements may be interpreted and applied in a manner that is inconsistent with our existing information processing practices, and many of these laws are significantly litigated and/or subject to regulatory enforcement. Given this ever changing technical and legal landscape, we may have to quickly evolve and refrain from using some tracking technologies if they are not compliant, not privacy-friendly or deprecated by browsers operators. We might also have to adapt to new or yet to come tracking technologies that will be available on the technical landscape and widely used in our industry, which could be time consuming or costly to adapt to, less effective, and subject to additional regulation. Since there are still a lot of uncertainties surrounding the use of those technologies and the impact it can have on the privacy of individual persons, we are at risk of acting in non-compliance with one of the above-mentioned regulations and being required to drastically change the architecture of our platform which might incur substantial costs and a potential loss of efficiency. Using a non-compliant technology might also cause our customers to act in breach of those laws and, therefore, subject us to contractual remedies from our customers. These regulations or their construction by customers of ours could materially adversely affect our ability to leverage data to provide and improve our services. More generally, new laws, regulations, or legislative actions regarding data privacy and security (together with applicable industry standards) may increase the costs of doing business and could have a material adverse impact on our operations and cash flows.

In addition to government regulation, privacy advocates and industry groups have and may in the future propose self-regulatory standards and voluntary codes from time to time. These and other industry standards may legally or contractually apply to us, or we may elect to comply, or facilitate our customers' compliance, with such standards. Additionally, our customers and prospective customers have required, and may in the future require, us to comply with certain privacy, data protection and information security standards, including with respect to our data encryption practices, and we may undertake contractual commitments to adhere to such standards. We expect that there will continue to be new proposed laws and regulations and guidance concerning privacy, data protection and information security, and we cannot yet determine the impact such future laws, regulations, standards, and guidance may have on our business. New laws, amendments to or re-interpretations of existing laws, regulations, industry standards, guidance, contractual obligations, customer expectations and other obligations may require us to incur additional costs and restrict our business operations. Because the interpretation and application of laws, standards, contractual obligations, and other obligations relating to privacy and data protection are still uncertain, it is possible that these obligations may be interpreted and applied in a manner that varies by jurisdiction and/or that is inconsistent with our data privacy policies and procedures. If so, we may face multiple fines, lawsuits, regulatory investigations, imprisonment of company officials and public censure, other claims and penalties, significant costs for remediation and damage to our reputation. We could also be required to fundamentally change our business activities and practices, which could adversely affect our business. We may be unable to make such changes and modifications in a commercially reasonable manner, or at all. Furthermore, the costs of compliance with, and other burdens imposed by, the laws, regulations, policies, and guidance that are applicable to the businesses of our customers may limit the use and adoption of, and reduce the overall demand for, our solutions. Any inability to adequately address privacy, data protection, or information security-related concerns, even if unfounded, or to successfully negotiate related contractual terms with customers, or to comply with applicable laws, regulations, policies, standards and guidance relating to privacy, data protection and information security, including those with which we elect to comply, could result in additional cost and liability to us, harm our reputation and brand, damage our relationship with important providers and adversely affect our business, financial condition, and results of operations.

Failure to comply with the CFPOA, the U.S. FCPA, anti-money laundering economic and trade sanctions regulations, and similar laws and regulations could subject us to penalties and other adverse consequences.

We are subject to anti-corruption laws and regulations, including the CFPOA, the FCPA, the U.K. Bribery Act, the USA PATRIOT Act of 2001 and other laws that prohibit the making or offering of improper payments, including anti-bribery provisions in the Criminal Code of Canada and those enforced by the U.S. Department of Justice. These laws prohibit improper payments or offers, including payments to governments, officials, and business entities for the purpose of obtaining or retaining business. There can be no assurance that our employees, consultants, and agents will not take actions in violation of our policies for which we may be ultimately responsible. While we have policies and provide employee training to address compliance with such laws, we cannot assure you that our employees, consultants, or agents will not take actions in violation of our policies and applicable law, for which we may be ultimately held responsible. In addition, we are subject to certain anti-money laundering laws and regulations.

Failure to comply with any of these laws or regulations or changes in the legal or regulatory environment, including changing interpretations and implementations of new or varying regulatory requirements, may result in financial fines or other penalties. We may also face criminal and civil lawsuits, forfeiture of assets or other enforcement actions, or reputational damage, which could cause us to lose existing clients or prevent us from obtaining new clients or otherwise adversely affect our business, financial condition, or results of operations. Any of the foregoing could have a material adverse effect on our business, financial condition, and results of operations.

We are subject to export and import controls and economic sanctions laws that could impair our ability to offer our platform internationally or subject us to liability if we are not in compliance with applicable laws.

As a result of our international operations, we are subject to a number of Canadian and foreign laws relating to economic sanctions and to export and import controls which could limit our ability to offer our platform in certain jurisdictions or to certain customers. In addition, the export of our technology, hardware or software in certain jurisdictions may require governmental authorizations. For example, the *Canadian Export and Imports Permits Act* may apply, which requires that a permit be obtained by any person or entity seeking to export or transfer goods and technology. Since there is currently no significant guidance on cloud access and cloud computing, it is possible that future regulations may seek to clarify the use of any backup or storage servers or facilities that are outside of Canada. Various jurisdictions also regulate the import of certain encryption technology, including imposing import permitting and licensing requirements, and have enacted laws that could limit our ability to offer our platform in those countries. Complying with export or import controls and economic sanctions may be time-consuming and result in the delay or loss of business opportunities.

Any change in export or import controls, economic sanctions, or related legislation, or change in the countries, governments, persons, or technologies targeted by such restrictions or legislation, could result in decreased use of our platform by customers or in our decreased ability to offer our platform internationally, which would harm our business, operating results, and financial condition. Furthermore, failure to comply with export or import controls or with economic sanctions may expose us to government investigations and penalties, which could harm our business, operating results and financial condition.

Changes in tax laws and regulations or trade rules may impact our effective tax rate and may adversely affect our business, liquidity and operating results.

With sales in various countries, we are subject to taxation in several jurisdictions around the world with increasingly complex tax laws, the application of which can be uncertain and complex. The amount of taxes we pay in these jurisdictions could increase substantially as a result of changes in the applicable tax principles, including increased tax rates, new tax laws or regulations or revised interpretations of existing tax laws, regulations, and precedents, which could have an adverse impact on our business, liquidity, and results of operations.

New tax laws could be enacted or existing laws could be applied to us or our customers, which could increase the costs of our solutions and adversely impact our business. The application of federal, state, provincial, local and foreign tax laws to solutions provided over the internet is evolving. New income, sales, use or other tax laws, statutes, rules, regulations or ordinances could be enacted at any time, possibly with retroactive effect, and could be applied solely or disproportionately to

solutions provided over the internet. These enactments could adversely affect our sales activity due to the inherent cost increase the taxes would represent, and could ultimately result in a negative impact on our results of operations and cash flows.

In addition, the authorities in several jurisdictions could review our tax returns and impose additional tax, interest, and penalties, which could have an impact on our business, liquidity and results of operations. We have participated and intend to continue participating, subject to eligibility, in government programs in Canada that provide refundable and non-refundable tax credits for scientific research and experimental development and for development of e-business and in the Industrial Research Assistance Program of the National Research Council of Canada. Our capacity to hire the engineers and data scientists required to support our growth in research and development, which is essential to remain competitive and innovative, is contingent to some extent on qualifying and maintaining such assistance. If taxation authorities successfully challenge such expenses or the correctness of such income tax credits claimed, or if we no longer qualify for such tax credits, our historical operating results could be adversely affected. However, we expect our applicable tax credits and contribution from these programs to decrease in the future as we will not be eligible for some of these credits as a public company. We also do not expect additional contributions from the Industrial Research Assistance Program of the National Research Council of Canada, as we completed the project in July 2021.

We currently conduct activities through our subsidiaries pursuant to transfer pricing arrangements. If two or more affiliated companies are located in different countries, the tax laws or regulations of each country generally will require that transfer prices be the same as those between unrelated companies dealing at arm's length. While we believe that we operate in compliance with applicable transfer pricing laws and intend to continue to do so, our transfer pricing procedures are not binding on applicable tax authorities. If tax authorities in any of these countries were to successfully challenge our transfer prices as not reflecting arm's length transactions, they could require us to adjust our transfer prices and thereby reallocate our income to reflect these revised transfer prices, which could result in a higher tax liability to us, which could have an adverse impact on our business, liquidity, and results of operations.

Risks Relating to Our Subordinate Voting Shares

The market price of our Subordinate Voting Shares may be volatile and your investment could suffer or decline in value.

The market price of our Subordinate Voting Shares could be subject to significant fluctuations. Some of the factors that may cause the market price of our Subordinate Voting Shares to fluctuate, many of which are beyond our control, include: volatility in the market price and trading volume of comparable companies; actual or anticipated changes or fluctuations in our operating results or in the expectations of market analysts or any failure by us to meet or exceed any of these expectations; adverse market reaction to any indebtedness we may incur or securities we may issue in the future; short sales, short sell reports or any activity related to short selling, hedging and other derivative transactions in our Subordinate Voting Shares; litigation or regulatory action against us; investors' general perception of us and the public's reaction to our press releases, our other public announcements and our filings with Canadian securities regulators, including our financial statements; publication of research reports or news stories about us, our competitors or our industry; failure of securities analysts to cover our Subordinate Voting Shares or positive or negative recommendations or withdrawal of research coverage by such analysts; changes in general political, economic, industry and market conditions and trends, including resulting from the COVID-19 pandemic and wars; sales of our Subordinate Voting Shares and Multiple Voting Shares by existing shareholders; recruitment or departure of key personnel; significant acquisitions or business combinations, strategic partnerships, joint ventures or capital commitments by or involving us or our competitors; and the other risk factors described in this section of this AIF.

Additionally, these factors, as well as other related factors, may cause decreases in asset values that are deemed to be other than temporary, which may result in impairment losses. As well, certain institutional investors may base their investment decisions on consideration of our environmental, governance, and social practices and performance against such institutions' respective investment guidelines and criteria, and failure to satisfy such criteria may result in limited or no investment in our Subordinate Voting Shares by those institutions, which could materially adversely affect the trading price of our Subordinate Voting Shares. There can be no assurance that fluctuations in price and volume will not occur. If such increased levels of volatility and market turmoil continue for a protracted period of time, our operations and the trading price of our Subordinate Voting Shares may be materially adversely affected.

In addition, the stock market in general has experienced substantial price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of particular companies affected. These broad market and industry factors may harm the market price of our Subordinate Voting Shares. Therefore, the price of our Subordinate Voting Shares could fluctuate based upon factors that have little or nothing to do with us, and these fluctuations could materially reduce the price of our Subordinate Voting Shares regardless of our operating performance. In the past, following a significant decline in the market price of a company's securities, there have been instances of securities class action litigation having been instituted against that company. If we were involved in any similar litigation, we could incur substantial costs, our management's attention and resources could be diverted and it could harm our business, operating results and financial condition.

Our quarterly results of operations may fluctuate. As a result, we may fail to meet or exceed the expectations of investors or securities analysts, which could cause our Subordinate Voting Share price to decline.

Our quarterly revenue and results of operations may fluctuate as a result of a variety of factors, many of which are outside of our control. If our quarterly revenue or results of operations fall below the expectations of investors or securities analysts, the price of our Subordinate Voting Shares could decline substantially. Fluctuations in our results of operations may be due to a number of factors, including:

- demand for and market acceptance of our solutions;
- the mix of use cases or functionalities sold during a period;
- our ability to retain and increase sales to existing customers and attract new customers;
- the timing and success of introductions of new solutions or upgrades by us or our competitors;
- changes in global economic conditions;
- changes in our pricing policies or those of our competitors;
- competition, including entry into the industry by new competitors and new offerings by existing competitors;
- network outages or security breaches; and
- the amount and timing of expenditures related to expanding our operations, research and development or introducing new solutions.

Due to the foregoing factors, and the other risks discussed in this AIF, you should not rely on quarter-to-quarter comparisons of our results of operations as an indication of our future performance.

Sales of substantial amounts of our Subordinate Voting Shares in the public market, or the perception that these sales may occur, could cause the market price of our Subordinate Voting Shares to decline significantly.

Sales of substantial amounts of our Subordinate Voting Shares in the public market could occur at any time now that the 180-day contractual lock-up period post-IPO expired. These sales, including by members of our senior management or directors, or the market perception that these sales may occur, could cause the price of our Subordinate Voting Shares to decline. This could also impair our ability to raise additional capital through the sale of our equity securities.

Under our Articles, we are authorized to issue an unlimited number of Multiple Voting Shares, Subordinate Voting Shares and Preferred Shares, of which 59,419,672 Multiple Voting Shares and 44,327,654 Subordinate Voting Shares are outstanding as of March 31, 2022. In connection with the completion of the IPO, we, each of our directors, executive officers and other current securityholders, and their respective associates and affiliates holding securities of the Company agreed not to offer, sell, or dispose of any shares of our share capital or securities convertible into or exchangeable or exercisable for any shares

of our share capital during the 180-day lock-up period following the date of our IPO. The Joint Bookrunners, on behalf of the Underwriters (as such terms are defined in our final prospectus dated November 17, 2021 and available on our SEDAR profile), however, could have, in their sole discretion, permitted us, our directors, executive officers, and current securityholders subject to these lock-up agreements to sell shares prior to the expiration of the lock-up agreements. Now that the 180-day period has expired, the Subordinate Voting Shares issuable upon conversion of the Multiple Voting Shares are available for sale in the public markets subject to restrictions under applicable securities laws. In addition, as of the date of this AIF, there are outstanding options to acquire our shares which are exercisable for Multiple Voting Shares. The Subordinate Voting Shares issuable upon conversion of the Multiple Voting Shares subject to these options will, to the extent permitted by any applicable vesting requirements, lock-up agreements and restrictions under applicable securities laws, also become eligible for sale in the public market. We also have granted Louis Têtu, Laurent Simoneau, Elliott (as defined below), Investissement Québec (“IQ”), Fonds de Solidarité des travailleurs du Québec (F.T.Q.) (“FSTQ”), OGE Holdings Inc. (“OGE”), and Al-Rayyan Holding LLC registration rights pursuant to the Registration Rights Agreement. “Elliott” means Beacon Investment LLC (“Beacon”) together with Chercher Investment LLC (“Chercher”), and, where applicable, their respective Affiliate transferees, whereby “Affiliate” means, with respect to any specified individual, partnership, corporation, company, association, trust, joint venture, or limited liability company (“Person”), any other Person which directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person.

See “Material Contracts”. If a large number of our Subordinate Voting Shares or securities convertible into our Subordinate Voting Shares are sold in the public market after they become eligible for sale, or there is a perception that such sales could occur, the trading price of our Subordinate Voting Shares could decline and impede our ability to raise future capital. Further, we cannot predict the size of future issuances of our shares or the effect, if any, that future sales and issuances of shares would have on the market price of our Subordinate Voting Shares.

If securities or industry analysts do not publish research, or publish inaccurate or unfavorable research, about our business, the price of our Subordinate Voting Shares and our trading volume could decline.

The trading market for our Subordinate Voting Shares depends in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts who cover us downgrade our Subordinate Voting Shares or publish inaccurate or unfavorable research about our business, the price of our Subordinate Voting Shares would likely decline. If one or more of these analysts cease coverage of our Company or fail to publish reports on us regularly, demand for our Subordinate Voting Shares could decrease, which might cause the price of our Subordinate Voting Shares and trading volume to decline.

Each of FSTQ, IQ, Al-Rayyan Holding LLC, and OGE beneficially owns a significant amount of our Multiple Voting Shares and may have interests that differ from, or may take actions that are not in the interests of, other shareholders.

To the knowledge of the directors and officers of the Corporation based on shareholders’ public filings, each of FSTQ, IQ, Al-Rayyan Holding LLC, and OGE held approximately 23%, 18%, 12%, and 12%, respectively, of our issued and outstanding Multiple Voting Shares, and FSTQ and IQ held approximately 2% and 3%, respectively, of our issued and outstanding Subordinate Voting Shares, in each case as of March 31, 2022. Each of FSTQ, IQ, Al-Rayyan Holding LLC, and OGE held approximately 22%, 17%, 12%, and 11%, respectively, of our outstanding voting rights as of March 31, 2022. As long as they keep such shareholding, FSTQ, IQ, Al-Rayyan Holding LLC, and OGE will therefore have significant influence over our management and affairs and over all matters requiring shareholder approval, including the election of directors as well as with respect to decisions regarding amending our share capital, creating and issuing additional classes of shares, making significant acquisitions, selling significant assets or parts of our business, merging with other companies and undertaking other significant transactions. As of the date of this AIF, Elliott has the right to designate two members to our Board, and each of FSTQ, IQ, Louis Têtu, and Laurent Simoneau has the right to designate one member to our Board. See “Material Contracts”. In addition, FSTQ, IQ, Al-Rayyan Holding LLC, and OGE’s interests may not in all cases be aligned with interests of the other shareholders of the Company. FSTQ, IQ, Al-Rayyan Holding LLC, and OGE may have an interest in pursuing acquisitions, divestitures and other transactions that, in the judgment of their management, could enhance each of their equity investments, even though such transactions might involve risks to the shareholders of the Company and may ultimately affect the market price of the Subordinate Voting Shares.

The dual-class structure that is contained in our Articles has the effect of concentrating voting control and the ability to influence corporate matters.

Our Multiple Voting Shares have 10 votes per Multiple Voting Share and our Subordinate Voting Shares have one vote per Subordinate Voting Share.

Because of the 10-to-1 voting ratio between our Multiple Voting Shares and Subordinate Voting Shares, the holders of our Multiple Voting Shares will continue to control a majority of the combined voting rights of our voting shares even where the Multiple Voting Shares represent a substantially reduced percentage of our total outstanding shares. The concentrated voting control of holders of our Multiple Voting Shares will limit the ability of our other shareholders to influence corporate matters for the foreseeable future, including the election of directors as well as with respect to decisions regarding amending our share capital, creating and issuing additional classes of shares, making significant acquisitions, selling significant assets or parts of our business, merging with other companies and undertaking other significant transactions. As a result, holders of Multiple Voting Shares will have the ability to influence or control many matters affecting us and actions may be taken that our other shareholders may not view as beneficial. The market price of our Subordinate Voting Shares could be adversely affected due to the significant influence and voting rights of the holders of Multiple Voting Shares. Additionally, the significant voting interest of holders of Multiple Voting Shares may discourage transactions involving a change of control, including transactions in which an investor, as a holder of the Subordinate Voting Shares, might otherwise receive a premium for the Subordinate Voting Shares over the then-current market price, or discourage competing proposals if a going private transaction is proposed by one or more holders of Multiple Voting Shares.

Future transfers by holders of Multiple Voting Shares, other than permitted transfers to such holders' respective affiliates or direct family members or to other Permitted Holders, will result in those Multiple Voting Shares automatically converting to Subordinate Voting Shares, which will have the effect, over time, of increasing the relative voting rights of those holders who retain their Multiple Voting Shares. See "Description of Share Capital – Subordinate Voting Shares and Multiple Voting Shares – Conversion".

Elliott owns or controls a large percentage of our Subordinate Voting Shares.

If Elliott retains a significant portion of the holdings of Subordinate Voting Shares it held as of the IPO for an extended period of time, it will have an effective veto over matters in respect of which holders of Subordinate Voting Shares are entitled to vote separately as a class under applicable law or our Articles, and could use that effective veto power to block any such matter that the holders of Subordinate Voting Shares may approve, which may discourage certain transactions involving a change of control, including transactions in which shareholders might otherwise receive a premium for the Subordinate Voting Shares over the then-current market price.

Shareholders have limited control over our Company's operations.

Holders of Subordinate Voting Shares have limited control over changes in our policies and operations, which increases the uncertainty and risks of an investment in our Company. The Board determines major policies, including policies regarding financing, growth, debt capitalization and any future dividends to shareholders. Generally, the Board may amend or revise these and other policies without a vote of the holders of Subordinate Voting Shares. Holders of Subordinate Voting Shares will only have a right to vote in the limited circumstances described under "Description of Share Capital – Subordinate Voting Shares and Multiple Voting Shares". The Board's broad discretion in setting policies and the limited ability of holders of Subordinate Voting Shares to exert control over those policies increases the uncertainty and risks of an investment in our Company.

We do not anticipate paying any cash dividends in the foreseeable future.

We currently intend to retain our future earnings, if any, for the foreseeable future, to fund the operation of our business and future growth. We do not intend to pay any dividends for the foreseeable future. As a result, capital appreciation in the price of our Subordinate Voting Shares, if any, will be your only source of gain on an investment in our Subordinate Voting Shares.

We may issue additional Subordinate Voting Shares and Multiple Voting Shares and such issuance will result in immediate dilution to existing shareholders.

Our Articles permit us to issue an unlimited number of Subordinate Voting Shares and Multiple Voting Shares. We anticipate that we will, from time to time, issue additional Subordinate Voting Shares or other securities convertible or exercisable for Subordinate Voting Shares, including in order to satisfy all or a portion of the purchase price for any future acquisition. Subject to the requirements of the TSX, we will not be required to obtain the approval of shareholders for the issuance of additional Subordinate Voting Shares or other securities convertible or exercisable for Subordinate Voting Shares. Although the rules of the TSX generally prohibit us from issuing additional Multiple Voting Shares, there may be certain circumstances where additional Multiple Voting Shares may be issued. Any further issuances of Subordinate Voting Shares, Multiple Voting Shares or other securities convertible or exercisable for Subordinate Voting Shares or Multiple Voting Shares will result in immediate dilution to existing shareholders. Furthermore, issuances of a substantial number of additional Subordinate Voting Shares, Multiple Voting Shares, or other securities convertible or exercisable for Subordinate Voting Shares or Multiple Voting Shares, or the perception that such issuances could occur, may adversely affect the prevailing market price for the Subordinate Voting Shares. Additionally, any further issuances of Multiple Voting Shares may significantly lessen the combined voting rights of our Subordinate Voting Shares due to the 10-to-1 voting ratio between our Multiple Voting Shares and Subordinate Voting Shares.

Our by-laws provide that any derivative actions, actions relating to breach of fiduciary duties and other matters relating to our internal affairs will be required to be litigated in the Province of Québec, which could limit your ability to obtain a favorable judicial forum for disputes with us.

We have adopted a forum selection by-law that provides that, unless we consent in writing to the selection of an alternative forum, the Superior Court of the Province of Québec, Canada and appellate Courts therefrom (or, failing such Court, any other “court” as defined in the CBCA having jurisdiction, and the appellate Courts therefrom), will be the sole and exclusive forum for: any derivative action or proceeding brought on our behalf; any action or proceeding asserting a breach of fiduciary duty owed by any of our directors, officers or other employees to us; any action or proceeding asserting a claim arising pursuant to any provision of the CBCA or our Articles or by-laws (as either may be amended from time to time); or any action or proceeding asserting a claim otherwise related to our “affairs” (as defined in the CBCA). Our forum selection by-law also provides that our securityholders are deemed to have consented to personal jurisdiction in the Province of Québec and to service of process on their counsel in any foreign (non-Canadian) action initiated in violation of our by-law. Therefore, it may not be possible for securityholders to litigate any action relating to the foregoing matters outside of the Province of Québec.

Our forum selection by-law seeks to reduce litigation costs and increase outcome predictability by requiring derivative actions and other matters relating to our affairs to be litigated in a single forum. While forum selection clauses in corporate charters and by-laws are becoming more commonplace for public companies in the United States and have been upheld by courts in certain states, they are untested in Canada. It is possible that the validity of our forum selection by-law could be challenged and that a court could rule that such by-law is inapplicable or unenforceable. If a court were to find our forum selection by-law inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions and we may not obtain the benefits of limiting jurisdiction to the courts selected.

Provisions of our Articles and by-laws and certain Canadian legislation could delay or deter a change of control, limit attempts by our shareholders to replace or remove our current senior management and affect the market price of our Subordinate Voting Shares.

Our Articles authorize our Board to issue an unlimited number of Preferred Shares without shareholder approval and to determine the rights, privileges, restrictions, and conditions granted to or imposed on any unissued series of Preferred Shares. Those rights may be superior to those of our Subordinate Voting Shares and Multiple Voting Shares. For example, Preferred Shares may rank prior to Subordinate Voting Shares and Multiple Voting Shares as to dividend rights, liquidation preferences or both, may have full or limited voting rights and may be convertible into Subordinate Voting Shares. If we were to issue a significant number of Preferred Shares, these issuances could deter or delay an attempted acquisition of us or make the removal of management more difficult, particularly in the event that we issue preferred shares with special voting rights. Issuances of

Preferred Shares, or the perception that such issuances may occur, could cause the trading price of our Subordinate Voting Shares to drop.

The requirements of being a public company may strain our resources, divert management's attention, and affect our ability to attract and retain qualified Board members.

We may incur significant expenses and devote other significant resources and management time as a result of being a public company, which may negatively impact our financial performance and could cause our results of operations and financial condition to suffer.

We incurred and will continue to incur significant legal, accounting, insurance and other expenses as a result of being a public company. The rules implemented by the AMF, the securities regulators in each of the other provinces and territories of Canada and the TSX, have required changes in corporate governance practices of public companies. Compliance with these laws, rules and regulations substantially increased and will continue to increase our expenses, including our legal and accounting costs, and make some activities more time-consuming and costly. Moreover, the securities regulators in Canada and the TSX may adopt new rules and regulations relating to information disclosure, financial reporting and internal controls and corporate governance in the future, which could subject us to additional increases in legal, accounting, and other compliance costs. The new obligations of being a public company require attention from our senior management and can divert their attention away from the day-to-day management of our business. Given that most of the individuals who now constitute our management team have limited experience managing a publicly traded company and complying with the increasingly complex laws pertaining to public companies, initially, these new obligations could demand even greater attention. Our senior management team may not successfully or efficiently manage our transition to being a public company subject to significant regulatory oversight and reporting obligations under Canadian securities laws.

We also expect these laws, rules and regulations to make it more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified persons to serve on our Board or as officers.

As a result of the foregoing, we expect a substantial increase in legal, accounting, insurance, and certain other expenses in the future, which will negatively impact our financial performance and could cause our results of operations and financial condition to suffer. Furthermore, if we are unable to satisfy our obligations as a public company, we could be subject to delisting of our Subordinate Voting Shares, fines, sanctions and other regulatory action and potentially civil litigation.

As a public company, we are required to develop and maintain proper and effective internal controls over financial reporting. These internal controls may not be effective, which could adversely affect investor confidence in our Company and, as a result, negatively impact the value of our Subordinate Voting Shares.

We were not required to comply with NI 52-109 prior to the IPO. As a publicly traded company, we are now subject to reporting and other obligations under applicable Canadian securities laws, including NI 52-109, and the rules of the TSX. These reporting and other obligations place significant demands on our management, administrative, operational, and accounting resources. In order to meet such requirements, we have to, among other things, establish systems, implement financial and management controls, reporting systems and procedures and, if necessary, hire qualified accounting and finance employees. However, if we are unable to accomplish any such necessary objectives in a timely and effective manner, our ability to comply with our financial reporting obligations and other rules applicable to reporting issuers could be impaired. Moreover, any failure to maintain effective internal controls could cause us to fail to satisfy our reporting obligations or result in material misstatements in our financial statements. If we cannot provide reliable financial reports or prevent fraud, our reputation and operating results could be materially adversely affected which could also cause investors to lose confidence in our reported financial information, which could result in a reduction in the market price of our Subordinate Voting Shares.

We do not expect that our disclosure controls and procedures and internal controls over financial reporting prevents or will prevent all error or fraud. A control system, no matter how well-designed and implemented, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. Further, the design of a control system must reflect the

fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Due to the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues within an organization are detected. The inherent limitations include the realities that judgments in decision making can be faulty, and that breakdowns can occur because of simple errors or mistakes.

Controls can also be circumvented by individual acts of certain persons, by collusion of two or more people or by management override of the controls. Due to the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and may not be detected in a timely manner or at all.

OUR PEOPLE

We pride ourselves on our culture and employees. Our corporate culture is based on four values: passion, integrity, collaboration, and inclusion. We genuinely love what we do, and we share this passion with all our colleagues. We recognize that there will sometimes be mistakes in the innovation process and encourage accountability. We believe that collaboration is what elevates us, and we seek and welcome challenges so that we are constantly improving. We believe that a diversity of views will help us progress faster, and that sharing ideas and interaction between our colleagues breeds creativity and innovation. Coveo is a meritocracy – we focus on ensuring that our people are highly qualified based on their talents, experience, expertise, character, and industry knowledge, and reward employees based on their contributions to the organization.

We have a strong management team led by our Chief Executive Officer Louis Têtu, with broad experience in information technology, strategy, operations, finance, sales, communications, and training. Our Named Executive Officers have an average of approximately 30 years of experience in the technology industry. Our Chief Executive Officer, Chief Financial Officer, and Chief Operating Officer have worked together for approximately 30 years across four different companies.

As of March 31, 2022, we had 747 employees, of which approximately 240 were based in our headquarters in Québec City, Québec. We also engage consultants and/or subcontractors as needed to support our operations. We have recruiters for each functional area of our business, such as sales and marketing, global services and research and development. Being headquartered in the Province of Québec gives us access to a large and multi-lingual talent pool. The Province of Québec is home to excellent technical and business schools and universities and a thriving start-up community.

None of our employees are represented by a labor organization or covered by a collective bargaining agreement, other than four (6) European employees. People are our greatest asset, and we consider our relationship with our employees to be excellent. We care for and respect our employees and we believe they, in turn, respect and are dedicated to us.

DIVIDEND POLICY

The Corporation has not declared or paid any dividends on its securities in any of the fiscal years ended March 31, 2022, March 31, 2021, and March 31, 2020, or the current fiscal year. We currently intend to retain any future earnings to fund the operation as well as the development and growth of our business and do not currently anticipate paying any cash dividends on our securities, including the Subordinate Voting Shares, in the foreseeable future. Any determination to pay dividends in the future will be at the discretion of the Board and will depend on many factors, including, among others, our financial condition, results of operations, current and anticipated cash requirements, contractual restrictions, general business conditions and financing agreement covenants, solvency tests imposed by application of corporate law, and other factors that the Board may deem relevant.

DESCRIPTION OF SHARE CAPITAL

The following description of our share capital summarizes certain provisions contained in our articles of amalgamation (as amended) (the “Articles”) and by-laws. These summaries do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all of the provisions of our Articles and by-laws.

Authorized Share Capital

The authorized share capital of the Corporation is composed of an unlimited number of Subordinate Voting Shares, an unlimited number of Multiple Voting Shares, and an unlimited number of Preferred Shares, issuable in series. As of March 31, 2022, 44,327,654 Subordinate Voting Shares, 59,419,672 Multiple Voting Shares and no Preferred Shares were issued and outstanding. The Subordinate Voting Shares are “restricted securities” within the meaning of such term under applicable securities laws in Canada.

Although the rules of the TSX generally prohibit us from issuing additional Multiple Voting Shares, there may be certain circumstances where additional Multiple Voting Shares may be issued, including upon receiving shareholder approval and pursuant to the exercise of stock options under the Legacy Option Plan that were granted prior to the IPO. Any further issuances of Subordinate Voting Shares or Multiple Voting Shares will result in immediate dilution to existing shareholders and may have an adverse effect on the value of their shareholdings.

Subordinate Voting Shares and Multiple Voting Shares

Except as described herein, the Subordinate Voting Shares and the Multiple Voting Shares have the same rights, are equal in all respects and are treated by the Company as if they were one class of shares.

Rank

The Subordinate Voting Shares and Multiple Voting Shares rank *pari passu* with respect to the payment of dividends, return of capital, and distribution of assets in the event of the liquidation, dissolution, or winding up of the Company. In the event of the liquidation, dissolution, or winding-up of the Company or any other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, the holders of Subordinate Voting Shares and the holders of Multiple Voting Shares are entitled to participate equally, share-for-share, in the remaining property and assets of the Company available for distribution to the holders of shares, without preference or distinction among or between the Subordinate Voting Shares and the Multiple Voting Shares, subject to the rights of the holders of any Preferred Shares.

Dividends

The holders of outstanding Subordinate Voting Shares and Multiple Voting Shares are entitled to receive dividends on a share-for-share basis at such times and in such amounts and form as our Board may from time to time determine, but subject to the rights of the holders of any Preferred Shares, without preference or distinction among or between the Subordinate Voting Shares and the Multiple Voting Shares. We are permitted to pay dividends unless there are reasonable grounds for believing that: (i) we are, or would after such payment be, unable to pay our liabilities as they become due; or (ii) the realizable value of our assets would, as a result of such payment, be less than the aggregate of our liabilities and stated capital of all classes of shares. In the event of a payment of a dividend in the form of shares, Subordinate Voting Shares shall be distributed with respect to outstanding Subordinate Voting Shares and Multiple Voting Shares shall be distributed with respect to outstanding Multiple Voting Shares.

We do not currently anticipate paying any cash dividends on our securities, including the Subordinate Voting Shares, in the foreseeable future. We currently intend to retain any future earnings to fund the operation as well as the development and growth of our business. See “Description of Share Capital – Dividend Policy”.

Voting Rights

The holders of Subordinate Voting Shares are entitled to one vote per share and the holders of Multiple Voting Shares are entitled to 10 votes per share. As of March 31, 2022, the Subordinate Voting Shares collectively represented approximately 43% of our issued and outstanding shares and approximately 7% of the voting power attached to all of our issued and

outstanding shares, and the Multiple Voting Shares collectively represented approximately 57% of our issued and outstanding shares and approximately 93% of the voting power attached to all of our issued and outstanding shares.

Conversion

The Subordinate Voting Shares are not convertible into any other class of shares. Each outstanding Multiple Voting Share may at any time, at the option of the holder, be converted into one Subordinate Voting Share. Upon the first date that a Multiple Voting Share is Transferred by a holder of Multiple Voting Shares (other than to another holder of Multiple Voting Shares or a Permitted Holder of either such holder or other holder), the holder thereof, without any further action, shall automatically be deemed to have exercised his, her or its rights to convert such Multiple Voting Share into one fully paid and non-assessable Subordinate Voting Share, on a share-for-share basis.

In addition, all Multiple Voting Shares, regardless of the holder thereof, will convert automatically into Subordinate Voting Shares on the date on which the outstanding Multiple Voting Shares represent less than 5% of the aggregate number of outstanding Subordinate Voting Shares and Multiple Voting Shares as a group (on a non-diluted basis).

For the purposes hereof:

“Affiliate” means, with respect to any specified Person, any other Person which directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person;

“IQ Affiliate” means : (i) any Person acting as agent of Her Majesty in right of the Province of Québec, or (ii) any Person, the majority of members or directors of which, except those that are appointed *ex officio*, are appointed by the Government of Québec or any of its ministers, or (iii) any Person controlled by the Government of Québec, any of its ministers and/or any Person mentioned above;

“Members of the Immediate Family” means with respect to any individual, each parent (whether by birth or adoption), spouse, child (including any step child), or other descendants (whether by birth or adoption) of such individual, each spouse of any of the aforementioned Persons, each trust created solely for the benefit of such individual and/or one or more of the aforementioned Persons, and each legal representative of such individual or of any aforementioned Persons (including without limitation a tutor, curator, mandatary due to incapacity, custodian, guardian, or testamentary executor), acting in such capacity under the authority of the law, an order from a competent tribunal, a will, or a mandate in case of incapacity or similar instrument. For the purposes of this definition, a Person shall be considered the spouse of an individual if such Person is legally married to such individual, lives in a civil union with such individual, or is the common law partner (as defined in the Tax Act as amended from time to time) of such individual. A Person who was the spouse of an individual within the meaning of this paragraph immediately before the death of such individual shall continue to be considered a spouse of such individual after the death of such individual;

“OGE” means OGE Holdings Inc.;

“OGE Affiliate” means (i) any Person who controls, is under the control of, or under common control with OGE, or (ii) OMERS Administration Corporation or any Person in which OMERS Administration Corporation, directly or indirectly, owns at least a 50% economic interest, but expressly excluding any portfolio companies of OGE, OMERS Administration Corporation, or any of their respective Affiliates;

“Permitted Holders” means, (i) in respect of OGE, an OGE Affiliate; (ii) in respect of IQ, an IQ Affiliate; and (iii) in respect of any other holder of Multiple Voting Shares that is (a) an individual, the Members of the Immediate Family of such holder and any Person controlled, directly or indirectly, by such holder and/or one or more Members of the Immediate Family of such holder, and (b) not an individual, any Affiliate of such holder;

“Person” means any individual, partnership, corporation, company, association, trust, joint venture, or limited liability company;

“Transfer” of a Multiple Voting Share means any sale, assignment, transfer, conveyance, hypothecation, or other transfer or disposition of such share or any legal or beneficial interest in such share, whether or not for value and whether voluntary or involuntary or by operation of law. A “Transfer” shall also include, without limitation, (1) a transfer of a Multiple Voting Share to a broker or other nominee which results in a change of beneficial ownership; or (2) the transfer of, or entering into a binding agreement with respect to, Voting Control over a Multiple Voting Share by proxy or otherwise. For the avoidance of doubt, the following shall not be considered a “Transfer”: (1) a transfer of a Multiple Voting Share to a broker or other nominee which does not result in a change in beneficial ownership; (2) the grant of a proxy to the Company’s officers or directors at the request of the Board of Directors of the Company in connection with actions to be taken at an annual or special meeting of shareholders; or (3) the pledge of a Multiple Voting Share that creates a mere security interest in such share pursuant to a bona fide loan or indebtedness transaction so long as the holder of the Multiple Voting Share continues to exercise Voting Control over such pledged shares; unless and until there is a foreclosure on such Multiple Voting Share or other similar action by the pledgee; and

“Voting Control” with respect to a Multiple Voting Share means the exclusive power (whether directly or indirectly) to vote or direct the voting of such Multiple Voting Share by proxy, voting agreement or otherwise.

A Person is “controlled” by another Person or other Persons if: (1) in the case of a corporation or other body corporate wherever or however incorporated: (A) securities entitled to vote in the election of directors carrying in the aggregate at least a majority of the votes for the election of directors and representing in the aggregate at least a majority of the participating (equity) securities are held, other than by way of security only, directly or indirectly, by or solely for the benefit of the other Person or Persons; and (B) the votes carried in the aggregate by such securities are entitled, if exercised, to elect a majority of the board of directors of such corporation or other body corporate; (2) in the case of a Person that is an unincorporated entity other than a limited partnership, at least a majority of the participating (equity) and voting interests of such Person are held, directly or indirectly, by or solely for the benefit of the other Person or Persons; or (3) in the case of a limited partnership, the other Person is the general partner of such limited partnership; and “controls”, “controlling”, and “under common control with” shall be interpreted accordingly.

Subdivision or Consolidation

No subdivision or consolidation of the Subordinate Voting Shares or the Multiple Voting Shares may be carried out unless, at the same time, the Multiple Voting Shares or the Subordinate Voting Shares, as the case may be, are subdivided or consolidated in the same manner and on the same basis.

Certain Class Votes

Except as required by the CBCA, applicable Canadian securities laws or our Articles, holders of Subordinate Voting Shares and Multiple Voting Shares will vote together on all matters subject to a vote of holders of both those classes of shares as if they were one class of shares. Under the CBCA, certain types of amendments to our Articles are subject to approval by special resolution of the holders of our classes of shares voting separately as a class, including amendments to:

- add, change, or remove the rights, privileges, restrictions, or conditions attached to the shares of that class;
- increase the rights or privileges of any class of shares having rights or privileges equal or superior to the shares of that class; and
- make any class of shares having rights or privileges inferior to the shares of such class equal or superior to the shares of that class.

Without limiting other rights at law of any holders of Subordinate Voting Shares or Multiple Voting Shares to vote separately as a class, neither the holders of the Subordinate Voting Shares nor the holders of the Multiple Voting Shares shall be entitled to vote separately as a class upon a proposal to amend our Articles in the case of an amendment to (1) increase or decrease any maximum number of authorized shares of such class, or increase any maximum number of authorized shares of a class having rights or privileges equal or superior to the shares of such class; or (2) create a new class of shares equal or superior

to the shares of such class, which rights are otherwise provided for in paragraphs (a) and (e) of subsection 176(1) of the CBCA. Pursuant to our Articles, neither holders of our Subordinate Voting Shares nor holders of our Multiple Voting Shares will be entitled to vote separately as a class upon a proposal to amend our Articles to effect an exchange, reclassification, or cancellation of all or part of the shares of such class pursuant to Section 176(1)(b) of the CBCA unless such exchange, reclassification, or cancellation: (a) affects only the holders of that class; or (b) affects the holders of Subordinate Voting Shares and Multiple Voting Shares differently, on a per share basis, and such holders are not otherwise entitled to vote separately as a class under applicable law or our Articles in respect of such exchange, reclassification or cancellation.

Pursuant to our Articles, holders of Subordinate Voting Shares and Multiple Voting Shares will be treated equally and identically, on a per share basis, in certain change of control transactions that require approval of our shareholders under the CBCA, unless different treatment of the shares of each such class is approved by a majority of the votes cast by the holders of our Subordinate Voting Shares and Multiple Voting Shares, each voting separately as a class.

Take-Over Bid Protection

Under applicable Canadian securities laws, an offer to purchase Multiple Voting Shares would not necessarily require that an offer be made to purchase Subordinate Voting Shares. In accordance with the rules of the TSX designed to ensure that, in the event of a take-over bid, the holders of Subordinate Voting Shares will be entitled to participate on an equal footing with holders of Multiple Voting Shares, the holders of not less than 80% of the outstanding Multiple Voting Shares upon completion of the IPO, on a fully-diluted basis, entered into a customary coattail agreement with us and a trustee (the “Coattail Agreement”). The Coattail Agreement contains provisions customary for dual-class, TSX-listed corporations designed to prevent transactions that otherwise would deprive the holders of Subordinate Voting Shares of rights under applicable Canadian securities laws to which they would have been entitled if the Multiple Voting Shares had been Subordinate Voting Shares.

The undertakings in the Coattail Agreement will not apply to prevent a sale of Multiple Voting Shares by a holder of Multiple Voting Shares party to the Coattail Agreement if concurrently an offer is made to purchase Subordinate Voting Shares that:

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

In addition, the Coattail Agreement will not prevent the transfer of Multiple Voting Shares to any holders of Multiple Voting Shares or Permitted Holders of any holders of Multiple Voting Shares, provided such transfer is not or would not have been subject to the requirements to make a take-over bid (if the vendor or transferee were in Canada) or, if so, is exempt or would be exempt from certain requirements applicable to take-over bids under applicable Canadian securities laws. The conversion of Multiple Voting Shares into Subordinate Voting Shares, whether or not such Subordinate Voting Shares are subsequently sold, shall not, in and of itself constitute a sale of Multiple Voting Shares for the purposes of the Coattail Agreement.

Under the Coattail Agreement, any sale of Multiple Voting Shares (including a transfer to a pledgee as security) by a holder of Multiple Voting Shares party to the Coattail Agreement will be conditional upon the transferee or pledgee becoming a party to the Coattail Agreement, to the extent such transferred Multiple Voting Shares are not automatically converted into Subordinate Voting Shares in accordance with our Articles.

The Coattail Agreement will contain provisions for authorizing action by the trustee to enforce the rights under the Coattail Agreement on behalf of the holders of the Subordinate Voting Shares. The obligation of the trustee to take such action will be conditional on us or holders of the Subordinate Voting Shares providing such funds and indemnity as the trustee may reasonably require. No holder of Subordinate Voting Shares will have the right, other than through the trustee, to institute any action or proceeding or to exercise any other remedy to enforce any rights arising under the Coattail Agreement unless the trustee fails to act on a request authorized by holders of not less than 10% of the outstanding Subordinate Voting Shares and reasonable funds and indemnity have been provided to the trustee.

Other than in respect of non-material amendments and waivers that do not adversely affect the interests of holders of Subordinate Voting Shares and subject to approval of the TSX, the Coattail Agreement will provide that, among other things, it may not be amended, and no provision thereof may be waived, unless, prior to giving effect to such amendment or waiver, the following have been obtained: (a) the consent of the TSX and any other applicable securities regulatory authority in Canada; and (b) the approval of at least two-thirds of the votes cast by holders of Subordinate Voting Shares represented at a meeting duly called for the purpose of considering such amendment or waiver, excluding votes attached to Subordinate Voting Shares held by the holders of Multiple Voting Shares or their affiliates and related parties and any persons who have an agreement to purchase Multiple Voting Shares on terms which would constitute a sale or disposition for purposes of the Coattail Agreement, other than as permitted thereby.

No provision of the Coattail Agreement will limit the rights of any holders of Subordinate Voting Shares under applicable law.

Preferred Shares

The Preferred Shares will be issuable at any time and from time to time in one or more series. The Board will be authorized to fix before issue the number of, the consideration per share of, the designation of, and the provisions attaching to, the Preferred Shares of each series, which may include voting rights, the whole subject to the issue of a certificate of amendment setting forth the designation and provisions attaching to the Preferred Shares or shares of the series. Holders of Preferred Shares, except as otherwise provided in the terms specific to a series of Preferred Shares or as required by law, will not be entitled to vote at meetings of holders of shares, and will not be entitled to vote separately as a class upon a proposal to amend our Articles in the case of an amendment of the kind referred to in paragraph (a), (b), or (e) of subsection 176(1) of the CBCA. The Preferred Shares of each series, if and when issued, will, with respect to the payment of dividends, rank on parity with the Preferred Shares of every other series and will be entitled to preference over the Subordinate Voting Shares, the Multiple Voting Shares, and any other shares ranking junior to the Preferred Shares with respect to payment of dividends and distribution of any property or assets in the event of the Company's liquidation, dissolution, or winding-up, whether voluntary or involuntary, and may also be given such other preferences over Subordinate Voting Shares, Multiple Voting Shares, and any other shares ranking junior to the Preferred Shares as may be determined at the time of creation of such series.

The issuance of Preferred Shares and the terms selected by our Board could decrease the amount of earnings and assets available for distribution to holders of our Subordinate Voting Shares and Multiple Voting Shares or adversely affect the rights and powers, including the voting rights, of the holders of our Subordinate Voting Shares and Multiple Voting Shares without any further vote or action by the holders of our Subordinate Voting Shares and Multiple Voting Shares. The issuance of Preferred Shares, or the issuance of rights to purchase Preferred Shares, could make it more difficult for a third-party to acquire a majority of our outstanding voting shares and thereby have the effect of delaying, deferring, or preventing a change of control of us or an unsolicited acquisition proposal or of making the removal of management more difficult. Additionally, the issuance of Preferred Shares may have the effect of decreasing the market price of our Subordinate Voting Shares.

We have no current intention to issue any Preferred Shares.

MARKET FOR SECURITIES

Trading Price and Volume

The Subordinate Voting Shares of the Corporation are traded on the TSX under the ticker symbol “CVO”. The table below shows the monthly range close-of-market highs and lows, monthly trading volume and average daily volume for the last financial year, starting in November (the shares were first listed on November 18, 2021).

Month	High monthly (CA\$)	Low monthly (CA\$)	Total monthly volume	Average daily volume
2021				
November	18.00	14.82	2,628,398	292,044
December	17.00	15.30	1,113,778	53,037
2022				
January	16.84	8.88	1,694,442	84,722
February	11.85	8.88	1,453,747	76,513
March	11.70	8.90	879,621	38,244

In connection with the IPO and the pre-closing capital changes implemented immediately prior to the IPO, the common shares of Coveo have been redesignated as Multiple Voting Shares, and all of the then issued and outstanding preferred shares of Coveo were converted into Multiple Voting Shares, on a one-for-one basis, on November 24, 2021, such that on November 24, 2021, there were 59,845,924 Multiple Voting Shares issued and outstanding. In addition, between November 24, 2021 and March 31, 2022, 391,266 Multiple Voting Shares were issued as a result of the exercise of options granted under our Legacy Option Plan, at a weighted average exercise price of CA\$1.92 per Multiple Voting Share.

Escrowed Securities and Securities Subject to Contractual Restrictions on Transfer

The table below shows the number of securities that are, to the Company’s knowledge, subject to a contractual restriction on transfer as at March 31, 2022.

Class of Shares	Number of escrowed securities or number of securities that are subject to a contractual restriction on transfer	Percentage of class
Multiple Voting Shares	59,419,672 ⁴	100%
Subordinated Voting Shares	29,872,382 ⁵	67%

⁴ In connection with the completion of the IPO, each of the Company’s directors and executive officers, and substantially all other then current securityholders, and each of their respective associates and affiliates holding securities of the Company, entered into voluntary lock-up agreements, pursuant to which he, she, or it will agree not to, directly or indirectly, without the prior written consent of BMO Nesbitt Burns Inc., Merrill Lynch Canada Inc., RBC Dominion Securities Inc., and UBS Securities Canada Inc., on behalf of the underwriters of the IPO, as applicable, offer, sell, contract to sell, issue, grant, or sell any option, right or warrant to purchase, or otherwise lend, transfer, or dispose of shares of the Company, financial instruments or securities convertible into or exercisable or exchangeable for shares of the Company, make any short sale, engage in any hedging transaction, or enter into any swap or other arrangement that transfers to another person, in whole or in part, any of the economic consequences of ownership of shares of the Company, whether any such transaction is to be settled by delivery of shares, other securities, cash or otherwise or, announce any intention to do any of the foregoing, in a public offering, by way of private placement or otherwise for a period of 180 days after the closing date of the IPO, being November 24, 2021, ended on May 23, 2022, subject to customary exceptions.

⁵ See note 4 above.

DIRECTORS AND EXECUTIVE OFFICERS

The name, principal occupation and place of residence of each director of the Corporation as of June 14, 2022, as well as the composition of the Risk & Governance, Human Resources & Compensation Committee and Audit Committee on the date of this Annual Information Form are indicated below. Each director's term of office expires at the Corporation's next annual general meeting of the shareholders.

Directors

Name and place of residence	Director since	Position held at the Corporation	Principal occupation	Principal occupation during the past five (5) years if different than current principal occupation
Louis Têtu Québec, Canada	2008	Chairman and Chief Executive Officer	Chairman and Chief Executive Officer of Coveo	-
Laurent Simoneau Québec, Canada	2004	President and Chief Technology Officer	President and Chief Technology Officer of Coveo	-
J. Alberto Yépez California, U.S.A.	2008	Lead Director	Managing Director, ForgePoint Capital	-
Shanti Ariker California, U.S.A.	2021	Director	General Counsel, Corporate Secretary & Chief Privacy Officer, Zendesk	Vice President, Deputy Counsel General, Twilio Inc. (from 2019 to 2020) Senior Director and Senior Counsel, Autodesk, Inc. (from 2018 to 2019) Senior Vice President, General Counsel, Salesforce.org (from 2015 to 2018)
Jean-Paul Chauvet Québec, Canada	2016	Director	Chief Executive Officer, Lightspeed	President, Lightspeed (from 2016 to 2022)
Fay Sien Goon California, U.S.A.	2021	Director	Chief Financial Officer, AppFolio	Chief Accounting Officer, ServiceNow, Inc. (from 2019 to 2021) Vice President, Finance and International Controller, ServiceNow, Inc. (from 2017 to 2019)
Isaac Kim California, U.S.A.	2019	Director	Senior Managing Director, Evergreen Coast Capital	Managing Director, Evergreen Coast Capital (from 2015 to 2021)
Sumit Pande New York, U.S.A.	2021	Director	Executive Director, Qatar Investment Authority Advisory	

Name and place of residence	Director since	Position held at the Corporation	Principal occupation	Principal occupation during the past five (5) years if different than current principal occupation
Valéry Zamuner Québec, Canada	2021	Director	Senior Vice President, General Counsel, and Corporate Secretary, Alimentation Couche-Tard	Vice President, General Counsel and Corporate Secretary, Alimentation Couche-Tard (from 2019 to 2021) Senior Vice-President of Mergers, Acquisitions & Strategic Initiatives, Stingray (from 2017 to 2018)

As of June 14, 2022, the standing committees of the Board of Directors of the Corporation are composed of the following directors:

Audit Committee	Risk and Governance Committee	Compensation Committee
Fay Sien Goon (Chair) Sumit Pande Shanti Ariker	Valéry Zamuner (Chair) Shanti Ariker J. Alberto Yépez	J. Alberto Yépez (Chair) Jean-Paul Chauvet Sumit Pande

Executive Officers

The name, place of residence, current position at Coveo and principal occupation during the past five (5) years of the executive officers of the Corporation as of June 14, 2022 are indicated below.

Name and place of residence	Current position held at the Corporation	Principal occupation during the past five (5) years if different than current position
LOUIS TÊTU Québec, Canada	Chairman of the Board and Chief Executive Officer	-
LAURENT SIMONEAU Québec, Canada	President, Chief Technology Officer, and Director	-
JEAN LAVIGUEUR Québec, Canada	Chief Financial Officer and Secretary	-
NICOLAS DARVEAU-GARNEAU California U.S.A.	Chief Growth and Strategy Officer	Chief Evangelist, Google (from 2019 to 2022) Chief Search Evangelist, Google (from 2017 to 2019)
GUY GAUVIN Québec, Canada	Chief Operating Officer	-
TOM MELZL Illinois, U.S.A.	Chief Revenue Officer	Senior Vice President, Worldwide Sales, Coveo (from 2019 to 2020) Chief Revenue Officer, FaceFirst (from 2015 to 2019)

Name and place of residence	Current position held at the Corporation	Principal occupation during the past five (5) years if different than current position
NICHOLAS GOODE Illinois, U.S.A.	Chief Corporate Development Officer	Principal, Evergreen Coast Capital (from 2016 to 2020)
DOMINIC LAJOIE Québec, Canada	Chief Information Officer	-
SHEILA MORIN Québec, Canada	Senior Vice President, Marketing Group VP	Chief Marketing Officer, Loop Industries (2020) Interim Chief Marketing Officer, Cirque du Soleil Entertainment Group (from 2019 to 2020) Senior Director, Cirque du Soleil Entertainment Group (from 2017 to 2019)
RICHARD TESSIER Québec, Canada	Senior Vice President, Products	-
MARC SANFAÇON Québec, Canada	Senior Vice President, Technology	-
KARINE HAMEL Québec, Canada	Senior Vice President, Finance	Vice President, Finance, Coveo (from 2018 to 2019) Director of Financial Reporting, Coveo (from 2017 to 2018)
ELAINE COBB Québec, Canada	Senior Vice President, Customer Success	Vice President, Customer Success, Coveo (from 2020 to 2021) Executive Vice President, Client Success, Comscore (from 2019 to 2020) Senior Vice President, Custom Solutions, Comscore (from 2015 to 2019)
TRACEY RYAN O'CONNOR New Jersey, U.S.A.	Group Vice President, Commerce	Group Vice President, Sales, Qubit Digital Ltd. (from 2021 to 2021) Chief Revenue Officer, Qubit Digital Ltd. (from 2019 to 2021) Strategic Consultant, Marketing Cloud, Salesforce (2019) Senior Director, Reflektion, Inc. (from 2016 to 2019)
ANNE THÉRIAULT Québec, Canada	Vice President, Legal and Assistant Secretary	Senior Director, Legal, Coveo (from 2020 to 2021)
CLAUDE-ANTOINE TREMBLAY Québec, Canada.	Vice President, Human Resources	Director, Human Resources, Coveo (from 2016 to 2021)

As a group, to the knowledge of the Corporation, the directors and executive officers of the Corporation beneficially own, or control or direct, directly or indirectly, 77,117 Subordinate Voting Shares, corresponding to less than 1% of Subordinate Voting Shares issued and outstanding, and 7,302,236 Multiple Voting Shares, corresponding to approximately 13% of the Multiple Voting Shares issued and outstanding as of June 13, 2022.

Cease Trade Order, Bankruptcies, Penalties, or Sanctions

To the Corporation's knowledge and other than as set out below, no director or executive officer of the Corporation, as at the date of this Annual Information Form, and no shareholder holding a sufficient number of securities of the Corporation to affect materially the control of the Corporation:

- a) is or was, in the past ten (10) years before the date of this Annual Information Form, a director or chief executive officer or chief financial officer of any other corporation that:
 - i) was the subject of a cease trade or similar order, or an order that denied such person or corporation access to any exemption under securities legislation for a period of more than 30 consecutive days, where such order was issued while the director or officer was acting as director, chief executive officer or chief financial officer; or
 - ii) after that person ceased to act in that capacity, was the subject of a cease trade or similar order or an order that denied that person or corporation access to any exemption under securities legislation for a period of more than 30 consecutive days as a result of an event that occurred while that person was acting in the capacity of director, chief executive officer or chief financial officer; or
- b) is, as at the date of the Annual Information Form, or has been within the ten (10) years before the date of the Annual Information Form, a director or executive officer of any company that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- c) has, or an entity controlled, directly or indirectly, by such director or executive officer has, within the ten (10) years before the date of the Annual Information Form, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold such person's assets; or
- d) was subject to penalties or sanctions relating to securities legislation imposed by a court or by a securities regulatory authority, or entered into a settlement agreement with such authority; or
- e) was subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

Sheila Morin was the Chief Marketing Officer of Cirque du Soleil Entertainment Group on an interim basis between November 2019 and August 2020. On June 30, 2020, Cirque du Soleil Entertainment Group sought and obtained the protection of the Superior Court of Québec under the Companies' Creditors Arrangement Act, R.S.C., 1985, c. C-36.

Conflicts of Interests

To the Corporation's knowledge, no director or officer of the Corporation or of one of its subsidiaries has an existing or potential material conflict of interest with the Corporation or one of its subsidiaries.

AUDIT COMMITTEE

The information on the Audit Committee mandated by regulatory standards can be found in Schedules A and B hereto.

LEGAL PROCEEDINGS AND REGULATORY ACTIONS

In the ordinary course of its business, from time to time, the Corporation is named as defendant in legal proceedings for damages and costs and for damages and losses sustained by plaintiffs. While it is not possible to estimate the outcome of the proceedings involving the Corporation at this time, the Corporation believes that these legal proceedings will not have a material negative effect on its financial position or on its consolidated results.

Since March 31, 2021, (a) no penalties or sanctions have been imposed on the Corporation (i) by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority, or (ii) by a court or regulatory body that would likely be considered material to a reasonable investor in making an investment decision, and (b) the Corporation has not entered into any settlement agreements with a court relating to Canadian securities legislation or with a Canadian securities regulatory authority.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Other than as described elsewhere in this AIF, no director or executive officer of Coveo, and to the knowledge of the directors and executive officers of Coveo, (i) no person or company that beneficially owns, or controls or directs, directly or indirectly, more than 10% of any class of Coveo's voting shares, (ii) nor any of such persons' or companies' associates or affiliates, (iii) nor any associates or affiliates of any director or executive officer of Coveo, has had a material interest, direct or indirect, that has materially affected or is reasonably expected to materially affect the Company within the three most recently completed financial years or during the current financial year.

TRANSFER AGENT AND REGISTRAR

TSX Trust Company is our transfer agent and registrar. The registers of transfers for our shares are held in Montreal, Québec.

MATERIAL CONTRACTS

The following are the only material contracts, other than those contracts entered into in the ordinary course of business, which have been entered into by the Corporation within the most recently completed financial year and are still in effect, or were entered into before the most recently completed financial year and are still in effect, deemed to be material.

Nomination Rights Agreement

On November 24, 2021, the Corporation entered into a nomination rights agreement with Louis Têtu, Laurent Simoneau, Elliott, IQ, and FSTQ (the "Nomination Rights Agreement").

The Nomination Rights Agreement provides that the parties thereto at the relevant time will cast all votes to which they are entitled to fix the size of the Board at nine members and to elect members of the Board in accordance with the provisions thereof, except that until the first annual general meeting of shareholders of the Company following the date hereof, the size of the Board may be increased to ten members.

The parties to the Nomination Rights Agreement have certain rights to designate members of the Board.

Louis Têtu is entitled to designate one member of the Board, as long as he holds Multiple Voting Shares (including any Subordinate Voting Shares issued pursuant to the conversion thereof) representing at least 66.67% of the number of Multiple Voting Shares he holds upon completion of the IPO (the "Têtu IPO Shares"). In the event that Louis Têtu holds less than 66.67% of the Têtu IPO Shares, he will lose his right to designate a member of the Board. For so long as Louis Têtu is a director, Louis Têtu shall be entitled to be the Chairman of the Board.

Laurent Simoneau is entitled to designate one member of the Board, as long as he holds Multiple Voting Shares (including any Subordinate Voting Shares issued pursuant to the conversion thereof) representing at least 66.67% of the number of Multiple Voting Shares he holds upon completion of the IPO (the “Simoneau IPO Shares”). In the event that Laurent Simoneau holds less than 66.67% of the Simoneau IPO Shares, he will lose his right to designate a member of the Board.

Elliott is entitled to designate two members of the Board, as long as it holds Multiple Voting Shares (including the Subordinate Voting Shares issued pursuant to the Elliott MVS Conversion) representing at least 50.0% of the number of Multiple Voting Shares it held upon completion of the IPO (the “Elliott IPO Shares”) and Elliott will be entitled to designate one member of the Board if it holds between 50.0% and 25.0% of the Elliott IPO Shares. In the event that Elliott holds less than 25.0% of the Elliott IPO Shares, it will lose the right to designate a member of the Board. As long as Elliott has the right to designate a member of the Board under the Nomination Rights Agreement, at least one of Elliott’s designees shall be independent within the meaning of NI 52-110.

IQ is entitled to designate one member of the Board, as long as it holds Multiple Voting Shares (including any Subordinate Voting Shares issued pursuant to the conversion thereof) representing at least 50.0% of the number of Multiple Voting Shares it held upon completion of the IPO (the “IQ IPO Shares”). In the event that IQ holds less than 50.0% of the IQ IPO Shares, it will lose the right to designate a member of the Board. As long as IQ has the right to designate a member of the Board under the Nomination Rights Agreement, IQ’s designee shall be independent within the meaning of NI 52-110.

FSTQ is entitled to designate one member of the Board, as long as it holds Multiple Voting Shares (including any Subordinate Voting Shares issued pursuant to the conversion thereof) representing at least 50.0% of the number of Multiple Voting Shares it held upon completion of the IPO (the “FSTQ IPO Shares”). In the event that FSTQ holds less than 50.0% of the FSTQ IPO Shares, it will lose the right to designate a member of the Board. As long as FSTQ has the right to designate a member of the Board under the Nomination Rights Agreement, FSTQ’s designee shall be independent within the meaning of NI 52-110.

Each of the shareholders party to the Nomination Rights Agreement (the “Nomination Rights Shareholders”) will vote or cause to be voted all the Subordinate Voting Shares and Multiple Voting Shares that it holds in favor of any nominee nominated by the other Nomination Rights Shareholders.

In accordance with the terms of the Nomination Rights Agreement, our Risk and Governance Committee is charged under its mandate with selecting candidates for election as directors, including replacements for designees of the Nominating Rights Shareholders, as applicable, as and when they lose the right to designate a member of the Board under the Nomination Rights Agreement.

The Nomination Rights Agreement provides that the Nominating Rights Shareholders party thereto at the relevant time will cast all votes to which they are entitled in favor of each individual nominated for election to the Board by the Risk and Governance Committee as an independent director.

Any Nomination Rights Shareholder will cease to be a party to the Nomination Rights Agreement and to have rights and obligations thereunder immediately upon ceasing to have the right to designate any director pursuant to such agreement. The provisions of the Nomination Rights Agreement will terminate at such time as only one Nomination Rights Shareholder, or no Nomination Rights Shareholder other than Louis Têtu and Laurent Simoneau, shall have the right to designate a member of the Board thereunder.

Registration Rights Agreement

On November 24, 2021, we entered into a registration rights agreement with Louis Têtu, Laurent Simoneau, Elliott, IQ, FSTQ, OGE, and Al-Rayyan Holding LLC (the “Registration Rights Agreement”)

The Registration Rights Agreement provides for demand registration rights in favor of, directly or indirectly to one or more of their affiliates, each of Louis Têtu, Laurent Simoneau, Elliott, IQ, FSTQ, OGE, and Al-Rayyan Holding LLC (the “Registration Rights Holders”) that enables them to require the Company to qualify by prospectus in Canada or, in certain circumstances and subject to certain conditions, the United States, all or any portion of the Subordinate Voting Shares held by them for a distribution to the public, provided that the Company will not be obliged to effect (i) more than two demand

registrations in any 12-month period or (ii) any demand registration where the value of the Subordinate Voting Shares offered under such demand registration is less than C\$25 million.

The Registration Rights Agreement also provides for incidental registration rights allowing the Registration Rights Holders to include their Subordinate Voting Shares in certain public offerings of Subordinate Voting Shares, subject to certain Underwriters' cutback rights.

Coattail Agreement

On November 24, 2021, we entered into a Coattail Agreement with the holders of Multiple Voting Shares. See "Description of share capital – Subordinate Voting Shares and Multiple Voting Shares – Take-Over Bid Protection", for a summary of the Coattail Agreement.

Unless otherwise expressly defined above, all capitalized terms shall have the same meaning given to them in the agreements in which they appear. The particulars of the material contracts summarized herein are subject to the full terms of the material contracts, copies of which are made available at our offices, during ordinary business hours, and are available on SEDAR at sedar.com.

INTEREST OF EXPERTS

PricewaterhouseCoopers LLP are the Corporation's external auditors (the "Auditors"). PricewaterhouseCoopers LLP have confirmed with respect to the Corporation that they are independent within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada.

ADDITIONAL INFORMATION

Additional information regarding the Corporation can be found on SEDAR at www.sedar.com. Additional financial information is provided in the Corporation's MD&A for the year ended March 31, 2022 and in the audited consolidated financial statements and notes for the year ended March 31, 2022. Additional information, including directors' and officers' remuneration and indebtedness, principal holders of our securities and securities authorized for issuance under equity compensation plans will be contained in the Corporation's Management Proxy Circular in respect of its next annual meeting of shareholders.

These documents are available to the public under the conditions stipulated by law and copies of same may be obtained at the Corporation's head office, at 3175 des Quatre-Bourgeois, Suite 200, Québec, Québec, G1W 2K7, or through SEDAR's website (sedar.com) and the Corporation's corporate website (ir.coveo.com).

SCHEDULE A – INFORMATION ON THE AUDIT COMMITTEE

Mandate of the Audit Committee

The mandate of the Audit Committee, which was approved by the Board of Directors, is set forth in the Audit Committee Charter in Schedule B to this Annual Information Form.

Composition of the Audit Committee

The Audit Committee is composed entirely of independent directors. At the end of the most recent financial year, the Audit Committee was composed of the following directors: Fay Sien Goon (Chair), Sumit Pande, and Shanti Ariker.

The Board of Directors believes that the members of the Audit Committee possess the combined knowledge, experience, and profiles necessary to fulfill the Audit Committee's mandate. Each of its members has the financial literacy within the meaning of audit committee rules adopted by the Canadian Securities Administrators. Each member has training and experience that is relevant to the performance of his or her duties on the Audit Committee.

Additionally, it is the Board of Directors' determination that each of the members of the Audit Committee is independent within the meaning of NI 52-110. Subject to certain exceptions, a director is "independent" within the meaning of NI 52-110 if he or she has no direct or indirect material relationship with the issuer. A "material relationship" is a relationship that could, in the view of the Board of Directors, be reasonably expected to interfere with the exercise of a director's independent judgment.

Relevant Education and Expertise

The education and experience of each Audit Committee member that is relevant to the performance of his responsibilities as an Audit Committee member is as follows:

Fay Sien Goon

Fay Sien Goon is the Chief Financial Officer of AppFolio, Inc., a provider of cloud-based business software solutions, services and data analytics to the real estate market, since October 2021. Prior to joining AppFolio, Inc., she held the position of Chief Accounting Officer at ServiceNow, Inc., a global enterprise software company that delivers digital workflows, from March 2019 to September 2021. Prior to serving as Chief Accounting Officer, she held a variety of senior finance roles at ServiceNow, Inc., namely the positions of Vice President, Finance and International Controller from August 2017 to March 2019, Senior Director from August 2016 to July 2017, Director from May 2014 to August 2016, and Senior Manager from December 2012 to May 2014. Before joining ServiceNow, Inc. in December 2012, she served as a Senior Manager at Ernst & Young, a public accounting firm. Ms. Goon holds a Bachelor of Business Administration (Accounting Major) from Delta State University, as well as a Master in Accountancy (Financial Reporting) from The University of Alabama. She is a Certified Public Accountant (CPA) in California and Georgia.

Sumit Pande

Sumit Pande is an Executive Director at Qatar Investment Authority Advisory (USA), Inc. Prior to joining Qatar Investment Authority Advisory (USA) in 2017, Mr. Pande worked as an investment banker for over 15 years in New York, London and Silicon Valley. Most recently, he was a Managing Director in Morgan Stanley's technology investment banking group from 2011 to 2017. Prior to his banking career, Mr. Pande was a semiconductor engineer. Mr. Pande holds a Master of Business Administration from Harvard Business School, a Master of Science from California Institute of Technology and a Bachelor of Technology degree in Chemical Engineering from Institute of Technology (BHU), India.

Shanti Ariker

Shanti Ariker is the Senior Vice President, General Counsel at Zendesk, Inc., a service-first customer relationship management company that builds software designed to improve customers' relationships, since December 2020. She has more than 20 years experience working internationally with high-growth companies in Canada and the United States. Prior to Zendesk, Ms. Ariker was Vice President, Deputy Counsel General at Twilio Inc., a provider of cloud communications platforms, from October 2019 to December 2020. Ms. Ariker also served as Senior Director and Senior Counsel at Autodesk, Inc., a 3D design, engineering and entertainment software company, from September 2018 to October 2019, and Senior Vice President, General Counsel at Salesforce.org (now part of Salesforce.com, Inc.), a provider of customer relationship management platforms and solutions, from March 2015 to August 2018. Ms. Ariker received her Bachelor of Arts from the University of Massachusetts and her Juris Doctor from the University of Virginia.

Ms. Ariker has experience analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements, as part of her role as Senior Vice President, General Counsel at Zendesk, Inc., a function she also performed during her tenure with Twilio Inc. At both Zendesk, Inc. and Twilio Inc., Ms. Ariker did, and, in the case of Zendesk Inc., continues to, attend all meetings of their respective audit committees. Through her experience at Zendesk, Inc., Twilio Inc., and Salesforce.org, Ms. Ariker has developed a familiarity with, and understanding of, the requirements relating to audit committees, audits, and financial statement review, as well as a general understanding of internal controls and procedures for financial reporting.

Pre-Approval Policies and Procedures

The Audit Committee will be responsible for the pre-approval of all non-audit services to be provided to the Corporation by its independent auditor. At least annually, the Audit Committee shall review and confirm the independence of the independent auditor by obtaining statements from the independent auditor describing all relationships with the Corporation, including with respect to any non-audit services.

Fees for the Services of the Auditors

The following fees were billed by the Auditors for audit services, audit-related services, tax services and other services provided by the Auditors in the years ended March 31, 2022 and March 31, 2021 were as follows:

	Financial year ended March 31, 2022	Financial year ended March 31, 2021
Audit fees ^(a)	C\$271,937	C\$255,233
Audit-related fees ^(b)	C\$660,338	-
Tax fees ^(c)	C\$637,064	C\$220,241
All other fees ^(d)	C\$3,900	-
Total	C\$1,573,239	C\$475,474

^(a) Fees for audit services.

^(b) Fees for assurance and related services reasonably related to the performance of the audit of Coveo's financial statements that are not included in audit services above.

^(c) Fees for professional services rendered for tax compliance and tax advice.

^(d) Fees for products and services other than services reported above under audit services, audit-related fees, or tax fees.

SCHEDULE B – AUDIT COMMITTEE CHARTER

1 PURPOSE

The Audit Committee (the **Committee**) assists the board of directors (the **Board**) of Coveo Solutions Inc. (the **Company**) in fulfilling its legal and fiduciary obligations with respect to matters involving the accounting, auditing, financial reporting, internal control and legal compliance functions, including the Board's oversight of (i) the quality, integrity, fairness and completeness of the Company's financial statements and financial information, (ii) the accounting and financial reporting policies, practices and procedures, (iii) the qualifications, appointment, performance and independence of the external auditor, (iv) the performance of the internal audit function, (v) the Company's disclosure controls and procedures, internal controls over financial reporting, and management's responsibility for assessing and reporting on the effectiveness of such controls, (vi) the Company's financial risk management practices and financial reporting compliance, (vii) the preparation of disclosures and reports required to be prepared by the Committee by any applicable laws, regulations, rules and listing standards (the **Applicable Laws**), and (viii) the Company's compliance with Applicable Laws.

In addition, the Committee provides an avenue for communication between the external auditor, management, and other employees of the Company, as well as the Board, concerning accounting and auditing matters.

The composition and meetings of the Committee are subject to the requirements set forth in the articles and by-laws of the Company, as well as in any investor rights agreement or similar agreements which may exist from time to time between the Company and certain shareholders (the **Investor Agreements**), as well as in Applicable Laws.

2 COMPOSITION, QUALIFICATION AND APPOINTMENT

- 2.1 The Committee consists of such number of directors as the Board may from time to time by resolution determine, in no event to be less than three (3). Every Committee member must be a director of the Company.
- 2.2 Every Committee member must meet the independence test and other membership requirements (including, subject to the exemptions provided therein, the financial literacy requirements pursuant to National Instrument 52-110 – *Audit Committees*) under Applicable Laws, as determined by the Board.
- 2.3 Committee members are appointed by the Board. The members of the Committee are appointed promptly after each annual shareholders' meeting.
- 2.4 Any member of the Committee may be removed and replaced at any time by the Board and also automatically cease to be a member of the Committee as soon as such member ceases to be a director. If and whenever a vacancy exists, the remaining members may exercise all the powers of the Committee as long as a quorum remains in office.
- 2.5 Where a vacancy occurs at any time in the membership of the Committee, it may be filled by the Board on the recommendation of the Committee and will be filled by the Board if the membership of the Committee falls below three (3) directors.

3 DUTIES AND RESPONSIBILITIES

The Committee shall perform the functions customarily performed by audit committees and any other functions assigned by the Board. In furtherance of its purpose and in addition to such responsibilities as may be required by Applicable Laws, the Committee assumes the following duties and responsibilities:

- 3.1 Accounting Policies, Financial Reporting and Control
 - (a) Reviews the Company's accounting policies to ensure completeness and acceptability with the accounting standards adopted by the Company as part of the approval of the financial statements.
 - (b) Reviews with management and the external auditor any proposed changes in major accounting policies and key estimates and judgments that may be material to financial reporting.

- (c) Discusses with management, the internal audit function and the external auditor the acceptability, appropriateness (within the range of acceptable options and alternatives), degree of aggressiveness/conservatism and quality of underlying accounting policies, disclosures and key estimates and judgments.
- (d) Discusses with management, the internal audit function and the external auditor the Company's internal controls and the integrity of the financial reporting and related attestations by the external auditors of the Company's internal controls over financial reporting.
- (e) Discusses with management and the external auditor the clarity and completeness of the Company's financial and non-financial disclosures.
- (f) Without limiting the foregoing, discusses with management, the internal audit function and the external auditor (i) major issues regarding accounting principles and financial statement presentation, including any significant changes in the Company's selection or application of accounting principles, and issues as to the adequacy of the Company's internal controls and any special audit steps adopted in light of material control deficiencies, (ii) any analysis prepared by management and/or the external auditor setting forth significant financial reporting issues and judgments made in connection with the preparation of the financial statements, including the adoption of all major accounting policies and practices, any proposed changes in major accounting policies, complex or unusual transactions and highly judgmental areas, such as the presentation and impact of significant risks and uncertainties, unusual or sensitive matters such as disclosure of related party transactions, significant non-recurring events, significant risks and changes in provisions, estimates or provisions included in any financial statements, and key estimates and judgments of management that may be material to financial reporting, (iii) the effect of regulatory and accounting developments, as well as any off-balance sheet arrangements, on the financial statements of the Company, (iv) any corporate governance issues which could significantly affect the financial statements, and (v) all matters required to be communicated to the Committee under accounting policies, auditing standards or other applicable requirements.

3.2 External Auditor

- (a) Recommends to the Board the external auditor to be nominated for the purpose of preparing the external auditor's report, as well as the external auditor's compensation for doing so.
- (b) Oversees the work of the external auditor engaged for the purpose of preparing or issuing an external auditor's report or performing other audit, review or attest services for the Company, including the resolution of disagreements between management and the external auditor regarding financial reporting.
- (c) Reviews and approves in advance the proposed audit scope, focus areas, timing and key decisions (including materiality and reliance on internal audit) underlying the audit plan and the appropriateness and reasonableness of the proposed audit fees.
- (d) Establishes effective communication processes with management, the Board and the external auditor so that it can objectively monitor the quality and effectiveness of the external auditor's relationship with management and the Committee.
- (e) At least annually, considers, assesses, and reports to the Board on (i) the independence of the external auditor, (ii) the external auditor's written statement delineating all relationships between the external auditor and the Company, assuring that lead audit partner rotation is carried out, as required by law, and delineating any other relationships that may adversely affect the independence of the external auditor, and (iii) the evaluation of the lead audit partner, taking into account the opinions of management.
- (f) At least annually, receives and reviews reports from the external auditor on (i) all critical accounting policies and practices used by the Company, (ii) all material selections of accounting

policies when there is a choice of policies available under IFRS that have been discussed with management, including the ramifications of the use of such alternative treatment and the alternative preferred by the external auditor, (iii) other material written communications between the external auditor and management, and (iv) the adequacy of procedures in place for the review of public disclosure of financial information extracted or derived from the financial statements.

- (g) Receives and reviews regular reports from the external auditor on the progress against the approved audit plan, important findings, recommendations for improvements and the auditors' final report.
- (h) Regularly meets with the external auditor without management present.
- (i) Reviews with the external auditor any audit issues raised by the external auditor and management's response thereto, including any restrictions on the scope of the activities of the external auditor or access to requested information and any significant disagreements with management.
- (j) Considers and reviews with management the internal control memorandum or management letter containing the external auditor's recommendations and management's response, if any, including an evaluation of the adequacy and effectiveness of the Company's internal financial controls and procedures for financial reporting and following up with respect to any identified weaknesses.
- (k) Receives and reviews, at least as frequently as required by Applicable Laws, a report by the external auditor describing its internal quality control procedures and all relationships between the external auditor or any affiliates thereof and the Company or persons in financial reporting oversight roles at the Company that, as of the report's date, may reasonably be thought to bear on independence, and discussing with the external auditor the potential effects of such relationships.
- (l) Reviews and approves the Company's hiring policies regarding partners, employees and former partners and employees of the Company's present and former external auditors.
- (m) Pre-approves all audit and non-audit services (or delegates such pre-approval if and to the extent permitted by Applicable Laws) to be provided to the Company or its subsidiaries by the Company's external auditor where such pre-approval is required by Applicable Laws. Considers whether the auditor's provision of permissible non-audit services is compatible with the auditor's independence.
- (n) Engages the external auditor to perform a review of the interim financial statements required to be prepared by any Applicable Laws and reviewing their findings; however, no formal report from the external auditor will be required.

3.3 Internal Audit

- (a) Reviews and approves the mandate, nature, scope of work and organizational structure of the internal audit function as well as the annual audit plan and any major changes thereon.
- (b) Ensures that the internal audit function has the necessary resources to fulfill its mandate and responsibilities.
- (c) Periodically reviews the audit plan status, including a progress report on the internal audit mandates and a follow-up on past due recommendations.
- (d) Reviews internal audit reports, including management responses, and ensures that the necessary steps are taken to follow up on important report recommendations.
- (e) Reviews, with the assistance of the executive officers, the internal audit budget, resource plan, activities, and organizational structure of the internal audit function.

- (f) Ensures the independence and effectiveness of the internal audit function, including by requiring that the function be free of any influence that could adversely affect its ability to objectively assume its responsibilities, by ensuring that it reports to the Committee, and by meeting regularly with the lead of the internal audit function, without management being present in order to discuss, among others, the questions they raise regarding the relationship between the internal audit function and management and access to the information required.
- (g) Regularly meets with the internal audit function without management and the external auditor present.

3.4 Oversight of the Company's Financial Exposure and Risk

- (a) Identifies the principal financial risks and decides on the Company's "appetite" for such financial risks, in consultation with management and the internal audit function.
- (b) Reviews with management the credit worthiness, liquidity and important treasury matters including financial plans and strategies of the Company.
- (c) Reviews the Company's tax strategy, including its tax planning and compliance with applicable tax laws.
- (d) Reviews with management any hedging strategy that may be in place from time to time, including with respect to foreign exchange and interest rate hedging, financial or physical, intended to manage, mitigate or eliminate risks relation to foreign exchange and interest rate fluctuations.
- (e) Reviews the findings of any examinations by regulatory agencies, and any external auditors observations made regarding those findings.

3.5 Ethical and Legal Compliance

- (a) Reviews and discusses with management, legal counsel and the external auditor, monitors, reports and, when appropriate, provides recommendations to the Board on the adequacy of the Company's processes for complying with laws, regulations and applicable accounting standards and the results of management's investigation and follow-up of any instances of non-compliance.
- (b) Together with the Board and the risk and governance committee, monitors compliance with, and interprets the Company's Code of Business Conduct.

3.6 Internal Controls and Deviations

- (a) Reviews and discusses with management, the internal audit function and the external auditor (i) the adequacy and effectiveness of the Company's internal controls over financial reporting, including information technology security and control (including any weakness, deficiency, significant finding or recommendation in relation therewith and any significant changes in internal controls), (ii) management's annual plan for monitoring of internal controls over financial reporting, (iii) the plan and scope of the annual audit with respect to planned reliance and testing of controls, (iv) major points contained in the auditor's management letter resulting from control evaluation and testing, (v) the Company's disclosure controls and procedures, including any significant deficiencies in or material non-compliance with, such controls and procedures, (vi) compliance by directors, officers and other management personnel with the Company's Disclosure Policy, (vii) compliance with the policies and practices of the Company relating to business conduct and ethics, and (viii) the relationship of the Committee with other committees of the Board and management, as appropriate.
- (b) Reviews plans of the external auditors to ensure the combined evaluation and testing of control is comprehensive, well coordinated, cost effective and appropriate to risks, business activities and changing circumstances.

- (c) Receives from management and the external auditors regular reports on all major control deviations, or indications/detection of fraud, and how such control breakdowns have been corrected.
- (d) Regularly meets with management without the external auditor present.
- (e) Reviews the risk of management's ability to override the Company's internal controls.
- (f) Reviews and discusses with the Company's Chief Executive Officer (the **CEO**), Chief Financial Officer (the **CFO**) and President the process for the certifications to be provided and receives and reviews any disclosure from the Company's CEO, CFO and President made in connection with the required certifications of the Company's quarterly and annual reports filed, including (i) any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial data, and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls.

3.7 Complaints and Concerns

- (a) Establishes procedures for (i) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters, and (ii) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters, including allegations with respect to fraud, accounting misconduct, harassment, violence, and retaliation.
- (b) Periodically reviews and evaluates the Company's Whistleblowing Policy to determine whether it is effective in providing appropriate procedures to report violations or complaints, and submits any proposed changes to the Board for approval, as applicable.

3.8 Public Disclosure

- (a) Reviews and discusses with management and the external auditor, reports and, where appropriate, provides recommendations to the Board on the following, prior to their public disclosure:
 - (i) the Company's annual and interim financial statements and associated MD&A (including the discussion of critical accounting estimates included therein), annual information form, prospectus-type documents, earnings press releases (including financial outlook, future-oriented financial information and other forward-looking information, and any pro-forma or non-IFRS information included therein); and
 - (i) to the extent not previously reviewed by the Committee, all financial statements included in any prospectus, business acquisition report or offering memoranda and all other financial reports required by regulatory authorities and/or requiring approval by the Board.
- (b) To the extent deemed appropriate, reviews and supervises the preparation by management of (i) any information of the Company required to be filed by the Company with applicable securities regulators or stock exchanges, (ii) press releases of the Company containing material financial information, earnings guidance, forward-looking statements, information about operations or any other material information, (iii) correspondence broadly disseminated to the shareholders of the Company, and (iv) other relevant material written and oral communications or presentations.
- (c) Reviews with management its evaluation of the Company's procedures and controls designed to assure that information required to be disclosed in the Company's periodic public reports is recorded, processed, summarized and reported in such reports within the time periods specified by

Applicable Laws for the filing of such reports, and consider whether any changes are appropriate in light of management's evaluation of the effectiveness of such disclosure controls.

- (d) As applicable, establishes a policy, which may include delegation to an appropriate member or members of management, for release of earnings press releases as well as for the release of financial information and earnings guidance provided to analysts and rating agencies.
- (e) Takes steps to satisfy itself that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived from the Company's financial statements and periodically assesses the adequacy of those procedures.

3.9 Other Responsibilities

- (a) Reviews the Company's policies and procedures for reviewing and approving or ratifying related-party transactions. Reviews and approves or ratifies all related party transactions and real, potential or apparent conflicts of interest.
- (b) After consultation with the CFO and the external auditor, gains reasonable assurance, at least annually, of the quality and sufficiency of the Company's accounting and financial personnel and other resources.
- (c) Is informed of the appointment of the Company's senior financial executives.
- (d) Performs such other functions as may from time to time be assigned to the Committee by the Board.

4 PROCEDURAL MATTERS

4.1 Committee Chair

The Board appoints one Committee member to act as its chair (the **Committee Chair**), provided that if the Board does not so designate a Committee Chair, the Committee, by a majority vote, may designate a Committee Chair. The Committee Chair may be removed at any time at the discretion of the Board. The incumbent Committee Chair continues in office until (i) a successor is appointed, (ii) he or she is removed by the Board or (iii) he or she ceases to be a director of the Company. If the Committee Chair is absent from a meeting, the Committee will, by majority vote, select another Committee member to preside at that meeting.

The Committee Chair has the following responsibilities and duties:

- (a) Effectively leads the Committee in discharging all duties set out in this mandate.
- (b) Chairs meetings of the Committee.
- (c) In consultation with the Board Chair, the Lead Director and the Company Secretary, develops and sets the agenda for Committee meetings and determines the time, place and frequency of Committee meetings.
- (d) Ensures, in consultation with the Board Chair and Lead Director, that (i) meeting materials are delivered to Committee members in sufficient time in advance of Committee meetings for a thorough review, (ii) all matters requiring the Committee's approval are properly tabled and presented for consideration at Committee meetings, and (iii) Committee members are free to express their viewpoints.
- (e) Ensures the Committee meets as frequently as necessary to carry out its duties effectively and ensures that there is sufficient time during Committee meetings to fully discuss all business properly put before the Committee.

- (f) In consultation with the CEO, the CFO, the President, the Company Secretary and others as required, reviews the Committee's annual work plan.
- (g) Reports to the Board on the matters reviewed by, and on any decisions or recommendations of, the Committee at the next meeting of the Board following any meeting of the Committee.
- (h) Ensures that the Committee works as a cohesive group, including by maintaining effective communication and working relationships between members of the Committee, the Board, management and advisors.
- (i) Ensures that the resources available to the Committee (in particular timely and relevant information) are adequate to support its work.
- (j) Ensures that a process is in place for the evaluation on an annual basis of the effectiveness and performance of the Committee and the contribution of each Committee member, and that the results are reviewed with the chair of the Board. Leads the Committee in each such assessment.
- (k) Meets with all Committee members and seeks their feedback on Board and Committee performance and other matters.
- (l) Carries out any other or special assignments or any functions as may be requested by the Board.

4.2 Meetings

- (a) Meetings of the Committee may be called at the request of any member of the Committee, the CFO or the external auditor or otherwise as required by law. Any such request will set out in reasonable detail the business proposed to be conducted at the meeting so requested. The Committee shall fix its own procedure at meetings and for the calling of meetings. The Committee meets at least each quarter and otherwise as necessary.
- (b) The CFO shall have direct access to the Committee and shall attend all meetings of the Committee, and the CEO, the President and the chair of the Board shall receive notice of and have the right to attend all meetings of the Committee, except in each case such part of the meeting, if any, which is a private session not involving all or some of these officers as determined by the Committee. The external auditor of the Company is given notice of every Committee meeting and, at the expense of the Company, is entitled to attend and be heard thereat, except such part of the meeting, if any, which is a private session not involving the external auditor. If requested by a Committee member, the external auditor attends every Committee meeting held during such external auditor's term of office.
- (c) Unless otherwise determined from time to time by resolution of the Board, a majority of the Committee constitutes a quorum. No business may be transacted by the Committee except by resolution in writing signed by all the Committee members (whether in writing or electronically) or at a Committee meeting at which a quorum of the Committee is present in person or by means of such telephonic, electronic or other communication facilities that permits all participants to communicate adequately with each other during the meeting. At Committee meetings, Committee actions shall require approval of a majority of the votes cast by Committee members, except where only two members are present, in which case any question shall be decided unanimously.
- (d) The Committee and the Committee Chair may invite any directors, officers and employees of the Company and any advisors or such other person as it sees fit from time to time to attend Committee meetings (or any part thereof) and assist in the discussion and consideration of matters relating to the Committee, and may exclude from all or any portion of its meetings any person it deems appropriate in order to carry out its responsibilities.
- (e) The Committee meets *in camera*, in the absence of management and the external auditor, at each regularly scheduled meeting.

- (f) The secretary of the Company (the **Company Secretary**) will be the secretary of all meetings. If the Company Secretary is not in attendance at any meeting, the Committee appoints a secretary to the Committee who need not be a director or officer of the Company. Minutes of Committee meetings will be recorded and maintained by the Committee's secretary and will be presented to the Committee Chair for review and approval.

4.3 Reporting to the Board

The Committee will report to the Board in a timely manner with respect to each of its meetings held. This report may take the form of circulating copies of the minutes of each meeting held.

5 DELEGATION

The Committee has the authority to delegate to subcommittees, provided however that the Committee shall not delegate any power or authority required by Applicable Laws to be exercised by the Committee as a whole.

6 LIMITATIONS ON DUTIES

Notwithstanding the foregoing and subject to applicable law, nothing contained in the present mandate is intended to require the Committee to ensure the Company's compliance with Applicable Laws.

The Committee shall discharge its responsibilities and shall assess the information provided by the Company's management and any external advisors, including the external auditor, in accordance with its business judgment. Committee members are not full-time Company employees and are not, and do not represent themselves to be, professional accountants or auditors. The authority and responsibilities set forth in this mandate do not create any duty or obligation of the Committee to (i) plan or conduct any audits, (ii) determine or certify that the Company's financial statements are complete, accurate, fairly presented or in accordance with IFRS or GAAP, as applicable, and Applicable Laws, (iii) guarantee the external auditor's reports, or (iv) provide any expert or special assurance as to internal controls or management of risk. Committee members are entitled to rely, absent knowledge to the contrary, on the integrity of the persons from whom they receive information, the accuracy and completeness of the information provided and management's representations as to any audit or non-audit services provided by the external auditor.

Nothing in this mandate is intended or may be construed as to impose on any Committee member or the Board a standard of care or diligence that is in any way more onerous or extensive than the standard to which the directors are subject under applicable law. This mandate is not intended to change or interpret the Company's constituting documents, Investor Agreements or Applicable Laws to which the Company is subject, and this mandate should be interpreted in a manner consistent with all such Applicable Laws. The Committee is a committee of the Board and is not and shall not be deemed to be an agent of the Company's shareholders for any purpose whatsoever. The Board may, from time to time, permit departures from the terms hereof, either prospectively or retrospectively, and no provision contained herein is intended to give rise to civil liability on the part of the Company or its directors or officers to shareholders, security holders, customers, suppliers, competitors, employees or other persons, or to any other liability whatsoever on their part.

Any action that may or is to be taken by the Committee may, to the extent permitted by law or regulation, be taken directly by the Board.

7 RESOURCES

To fulfill its roles, duties and responsibilities effectively, the Committee may communicate directly with the Company's external auditors and the Company's officers and employees and request Company information and documentation from these persons. The Committee may investigate any matter relating to the Company's audit and accounting practices, or anything else within its scope of responsibility, and obtain full access to all Company books, records, facilities and personnel. In addition, the Committee may, in its sole discretion, retain and obtain the advice and assistance of independent outside counsel and such other advisors as it deems necessary to fulfil its duties and responsibilities under this mandate. The Committee may set the compensation and oversee the work of any outside counsel and other advisors to be paid by the Company.

8 EVALUATION OF COMMITTEE AND MANDATE REVIEW

On an annual basis, the Committee shall review and evaluate its performance. In conducting this review, the Committee shall address such matters that the Committee considers relevant to its performance and evaluate whether this mandate appropriately addresses the matters that are or should be within its scope. The review and evaluation shall be conducted in such a manner as the Committee deems appropriate. Among other things, the Committee shall evaluate and assess the financial literacy of its members. The Committee shall deliver to the Board a report, which may be oral, setting forth the results of its review and evaluation, including any recommended changes to this mandate and any recommended changes to the Company's or the Board's policies or procedures, as it deems necessary or appropriate.

Adopted by the Board of the Company on November 16, 2021.

Amended on June 13, 2022.