

ORIGENCE DIVIDEND REINVESTMENT PLAN

CONFIDENTIAL SHAREHOLDER MATERIALS

These materials are confidential and proprietary to CU Direct Corporation dba Origence and are provided solely to shareholders for purposes of evaluating and administering their ownership of Company shares and participation in the Company's Dividend Reinvestment Plan. These materials may not be copied, forwarded, posted, distributed, disclosed, or used for any other purpose without the Company's prior written consent, except that a shareholder may share them with its legal, tax, accounting, financial, or investment advisers who are informed of their confidential nature and are subject to confidentiality obligations, or as otherwise required by law.

SECTION 1 SUMMARY OF PLAN

The CU Direct Corporation dba Origence (“Company”) Dividend Reinvestment Plan (“Plan”) provides shareholders with a choice of how to receive dividends paid on their shares.

Set out below are general details relating to the Plan. The full terms and conditions of the Plan (Terms and Conditions) are contained in Section 2.

Eligibility to Participate

Participation in the Plan is entirely at your option. Subject to the Terms and Conditions, participation in the Plan is open to all registered holders of fully paid ordinary shares in the capital of the Company (“Shares”).

Degree of Participation

You may choose not to participate in the Plan or to participate in the Plan with respect to all your Shares. Partial participation is not permitted. The choices you have are:

- Not participate in the Plan – the dividend on all Shares held by you will be paid as a cash dividend to you.
- Full participation under the Plan – the dividend on all Shares held by you is reinvested in new Shares.

How to Participate in the Plan

If you wish to participate in the Plan, the Election Notice attached to this booklet must be completed and logged into our Share Registry. Alternatively, you may enroll in the plan through your online account established with the Share Registry, which is available at www.shareholder.broadridge.com/origence.

Your election will remain in effect for all dividends, unless it is varied by the delivery to our Share Registry of another Election Notice or you change your election through your online account with the Share Registry.

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If you do not wish to participate in the Plan, you are not required to return the Election Notice or to enroll through your online account with the Share Registry, and dividends will automatically be paid in cash consistent with past practice.

Withdrawal from the Plan/Variation of Participation

You may withdraw from participating in the Plan at any time by completing and executing an Election Notice and returning the completed notice to our Share Registry. Alternatively, you may withdraw from participation through your online account with the Share Registry at www.shareholder.broadridge.com/origence.

In either case, this will be effective for the next dividend payment, subject to notice being received by the Share Registry before 5:00pm PST on the Dividend Record Date for that Dividend or a later date prior to the payment thereof approved by the Company and the Share Registry (Refer to Section 2 – Terms and Conditions of the Plan).

Allotments

Shares you receive under the Plan will be allotted and will be credited as fully paid and will rank equally in every respect with existing Shares.

Allotment Price of the New Shares

Shares allotted under the Plan will be issued at a price based on the most recent of (a) the last Share offering price as determined by the most recent Share issuance, or (b) the last price formally established by resolution of the Company's Board of Directors. The Board may, by resolution, discount the allotment price, provided it is not set below 95% of the applicable reference price determined under (a) or (b) of this paragraph.

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Cost of Participating in the Plan

There is no cost for you to participate in the Plan. No brokerage, commission, or other transaction costs will be payable by you with respect to any allotment of Shares under the Plan.

Statements

The Share Registry will send Participants in the Plan a statement after each allotment of Shares under the Plan, detailing their participation in the Plan.

Sale of Shares

Shares allotted under the Plan have a minimum twelve (12) month holding period from the date of Plan Share receipt. The Shares will not have any additional restrictions on resale or transfer pursuant to the terms of the Plan, ***but will remain subject to the restrictions on transfer or resale that otherwise apply, including the Right of First Refusal in favor of the Company and other restrictions contained in Section 5.09 of its Bylaws, and any other restriction on transfer or resale that exists under its governing documents or applicable law.*** In other words, restrictions on the transferability and resale of your Shares allotted under the Plan will be the same as those that apply to your other Shares.

Acquisition of Shares

Any additional Shares acquired by you will participate in the Plan as follows:

- If you elect to participate, all Shares subsequently acquired by you will participate in the Plan.
- If you do not elect to participate, all Shares subsequently acquired by you will not participate in the Plan unless you begin to participate by delivering an updated Election Notice or commencing participation through your online account with the Share Registry.

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Tax Considerations

In general, participants in the Plan have the same federal income tax obligations with respect to their dividends as shareholders who are not participating in the Plan. This means that the cash dividends a participant reinvests under the Plan will be treated as having been received even though the participant does not actually receive them in cash but, instead, uses them to purchase additional Shares under the Plan.

The tax basis of Shares acquired through reinvested dividends is equal to the amount paid to acquire the shares and not the determined fair market value of such shares on the date of the issuance.

Please note that neither the Company nor its Share Registry is in a position to answer inquiries concerning the financial or taxation implications for shareholders. Such inquiries should be addressed to professional accounting or taxation advisers.

The Company does not accept any responsibility for any interpretation of, or application by, shareholders of the general information set out in this document. In particular, this information is relevant only for residents of the United States and cannot be relied upon by non-residents.

Inquiries

If you wish to inquire about the Plan, please contact the Company's Share Registry:

Overnight Mail

Broadridge Shareholder Services
c/o Broadridge Corporate Issuer Solutions
1155 Long Island Avenue
Edgewood, NY 11717-8309
ATTN: IWS

Regular Mail

Broadridge Shareholder Services
c/o Broadridge Corporate Issuer Solutions
P.O. Box 1342
Brentwood, NY 11717-0718

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Shareholder Toll-Free Number: 855-418-5050

Non-US Shareholder Toll Number: 303-974-3704

Email: shareholder@broadridge.com

Website: www.shareholder.broadridge.com/origence

SECTION 2

TERMS AND CONDITIONS OF THE ORIGENCE DIVIDEND REINVESTMENT PLAN

1. Definitions and Interpretation

1.1 Definitions

In these Terms and Conditions, unless the context otherwise requires:

“Board of Directors” means the Board of Directors of the Company;

“Company” means CU Direct Corporation dba Origence;

“Dividend” means a dividend payable wholly in cash and, in the case of a dividend payable partly in cash, that part of the dividend payable in cash;

“Dividend Record Date” means a date on which the Register maintained by the Company Share Registry is closed for determining dividend entitlements with respect to Shares;

“Election Notice” means a notice in such form as the Directors may from time to time require by which a Shareholder applies to participate or elects to terminate participation in the Plan and shall be deemed to include similar documentation available electronically through the Shareholder’s online account with the Share Registry;

“Participant” means a Shareholder whose Shares are Plan Shares;

“Plan” means the Company’s dividend reinvestment plan, to be known as the “Origence Dividend Reinvestment Plan”, the terms of which are set out in these Terms and Conditions;

“Plan Share” means a Share with respect to which a Shareholder has elected to participate in the Plan pursuant to a valid Election Notice;

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“Register” means the Company’s register of shareholders;

“Share” means an ordinary share in the capital of the Company;

“Shareholder” means a person registered as the holder of Shares;

“Share Registry” means Broadridge Corporate Issuer Solutions or any successor transfer agent of the Company that maintains the Register on behalf of the Company;

“Terms and Conditions” means the terms and conditions of the Plan as set out herein and as amended from time to time.

1.2 Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;
- (d) a word or expression that deals with a matter dealt with by a provision of the Company’s Articles of Incorporation or Bylaws has the same meaning as in that provision;
- (e) headings are used for convenience of reference only and do not affect or qualify the meaning of any provision hereof.

2. Participation in the Plan

- 2.1 Participation in the Plan is optional, not transferable and subject to the Terms and Conditions.
- 2.2 Subject to sub-clauses 2.3 and 2.4, participation in the Plan is open to all Shareholders.
- 2.3 The Directors may decline to accept an application to participate in the Plan and may, by written notice to a Shareholder, cancel participation if, in the opinion of the Directors, the laws of the United States or some other matter or thing makes the Shareholder’s participation in the Plan illegal, impractical or undesirable.

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- 2.4 Any Shareholder who has an outstanding loan under any employee share ownership plan operated by the Company (if in the future such a plan is adopted and any Shareholder participates therein) shall not be entitled to participate in the Plan with respect to those Shares which have been pledged as security for the loan until the loan is repaid.
- 2.5 The Directors are not obliged to give any reasons for or state the grounds on which they form an opinion of the kind referred to in sub-clauses 2.3.

3. Degree of Participation

- 3.1 A Shareholder desiring to participate in the Plan may only do so with respect to all of its Shares. Partial participation is not permitted.
- 3.2 If a Shareholder wishes all of its Shares to become Plan Shares it shall complete a duly completed and executed Election Notice electing full participation or, alternatively, it may enroll in the Plan through its online account with the Share Registry.
- 3.3 Where a Shareholder is a full Participant in the Plan, all Shares subsequently acquired by the Shareholder, whether under the Plan or otherwise, shall be Plan Shares.

4. Application For Participation

- 4.1 All applications for enrollment must be made on a duly executed Election Notice or through the Shareholder's online account with the Share Registry.
- 4.2 An application by joint Shareholders must be signed by each joint holder.
- 4.3 An application by a company must be executed under seal or by an authorized officer or attorney.
- 4.4 If an application is signed by an authorized officer, a certified copy of the resolution of directors appointing the officer must either have been produced previously to the Company or accompany the Election Notice.
- 4.5 If an application is signed by an attorney, the relevant power of attorney, or a certified copy thereof, must either have been produced previously to the Company or accompany the Election Notice.

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- 4.6 By giving an Election Notice or signing up through its online account with the Share Registry, a Shareholder will be deemed to have:
- (a) agreed to be bound by the Terms and Conditions and any determination or resolution made by the Directors in accordance with them; and
 - (b) agreed to be bound by the Company's Articles of Incorporation and Bylaws with respect to all Shares allotted to the Shareholder under the Plan.

5. Operation of the Plan

- 5.1 A Dividend which is payable to a Participant with respect to the Participant's Plan Shares will be applied by the Company and the Share Registry on the Participant's behalf in subscribing for Shares;
- 5.2 Subject to sub-clause 5.3 and 5.4, the Company will, with the assistance of the Share Registry, with respect to each Dividend payable to a Participant:
- (a) determine the amount of the Dividend payable to the Participant with respect to the Participant's Plan Shares;
 - (b) determine the number of Shares, priced in accordance with Clause 6, to be acquired by using the amount of the Dividend payable to the Participant with respect to the Participant's Plan Shares, including any fractional Share to be issued, calculated to three decimal points;
 - (c) on behalf and in the name of the Participant, apply the total amount of the Dividend payable to the Participant with respect to the Participant's Plan Shares to acquire the additional Shares, including any fractional share calculated in accordance with paragraph (b); and
 - (d) issue that number of Shares to the Participant.
- 5.3 Notwithstanding anything in these Terms and Conditions, a Dividend will not be available for the purpose of participating in the Plan where, in accordance with the Articles of Incorporation or Bylaws of the Company or otherwise by law:
- (a) the Company is, or would be entitled to retain all or part of the Dividend which is, or would be, payable with respect to any of the Participant's Plan Shares; or

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- (b) the Company is, or would be, entitled to a charge or lien over any of the Participant's Plan Shares, or over any Dividend payable with respect to any such Plan Shares.

In particular, if withholding tax is payable or there is otherwise a requirement to deduct applicable taxes, that tax will be deducted from the amount payable by way of Dividend and only the balance applied in subscribing for Shares.

- 5.4 No Shares shall be issued under the Plan unless the Company has sufficient authorized and unissued Shares capable of being issued.

6. Allotment Price

- 6.1 Shares will be allotted under the Plan for a price which is based on the most recent of (a) the last Share offering price as determined by the most recent Share issuance, or (b) the last market price formally established by resolution of the Company's Board of Directors. That reference price may be discounted under sub-clause 6.3 below.
- 6.2 The reference price to be used for the purposes of sub-clause 6.1 shall be determined by the Board of Directors or a suitably qualified person nominated by the Board of Directors and, in the absence of manifest error, is binding on Participants.
- 6.3 The Directors may, by resolution, discount the reference price described in sub-clause 6.1 from time to time but may not set a price at a percentage lower than 95% of the reference price.

7. Allotments Under the Plan

Shares allotted under the Plan will:

- (a) be credited as fully paid;
- (b) rank equally with other Shares; and
- (c) be registered on the Company's Register.

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8. Cost to Participants

No brokerage, commission, or other transaction costs will be payable by Participants with respect to any allotment of Shares under the Plan.

9. Statements to Participant

After each allotment of Shares under the Plan, the Share Registry will forward to each Participant a statement setting out:

- (a) the number of Plan Shares held by the Participant including those Shares last allotted to the Participant under the Plan;
- (b) the amount of the last Dividend paid with respect to those Plan Shares which has been applied towards subscription for additional Shares;
- (c) the allotment price of the last Shares allotted to the Participant under the Plan;
- (d) the number of Shares allotted to the Participant under the last Plan allotment; and
- (e) the Participant's total holding of Plan Shares after the last Plan allotment.

10. Enrollment and Variation to Participation

10.1 A Shareholder may at any time apply to participate in the Plan with respect to all of its Shares by lodging a duly completed and executed Election Notice or enrolling through the Shareholder's online account with the Share Registry. Partial participation is not permitted.

11. Termination of Participation

11.1 A Participant may, at any time, fully terminate its participation in the Plan by lodging with the Company a duly completed and executed Election Notice or terminating participation through the Shareholder's online account with the Share Registry.

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- 11.2 Subject to sub-clause 11.3, a Participant's participation in the Plan will be terminated:
- (a) if the Participant is an individual who dies, upon written notice to the Company of the Participant's death by an individual duly authorized to deliver such notice on behalf of the deceased Participant; or
 - (b) if the Participant is an entity and is declared bankrupt, upon written notice to the Company of bankruptcy from the Participant or its trustee in bankruptcy.
- 11.3 Notwithstanding sub-clause 11.2, a Plan Share will not cease to be one until an appropriate entry has been made in the Register.
- 11.4 Where Plan Shares are held by joint holders and one dies or becomes bankrupt, the Plan Shares will continue to be Plan Shares unless the remaining joint holder terminates participation in the Plan by lodging with the Company a duly completed and executed Election Notice.
- 11.5 If a Participant disposes of its entire holding of Shares without terminating participation in the Plan and at the subsequent Dividend Record Date, the Participant is not registered as the holder of any Shares, a notice terminating participation in the Plan will be deemed to have been given on the last date on which the Company registered a transfer or other instrument of disposal of the Participant's Shares.

12 Disposals

- 12.1 Where all of a Participant's Shares are Plan Shares, and some Shares are disposed of, the Shares held by Participant will continue to be Plan Shares.

13 Applications and Notices

- 13.1 Any application or notice referred to in these Terms and Conditions shall be in writing or submitted through the Shareholder's online account with the Share Registry, and in such form as the Company may from time to time require.
- 13.2 Applications and notices are effective on receipt at the Company Share Registry subject to these Terms and Conditions.

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- 13.3 To be effective with respect to a particular Dividend, an Election Notice or action through the Shareholder's online account with the Share Registry must be received at the Company Share Registry prior to 5:00pm PST on the Dividend Record Date for that Dividend or a later date prior to the payment thereof approved by the Company and the Share Registry.
- 13.4 Any notice to be served on Shareholders shall be served in accordance with provisions regarding service of notices to Shareholders contained in the Articles of Incorporation or the Bylaws of the Company.

14. Alteration, Suspension and Termination of the Plan

- 14.1 The Board of Directors may by resolution alter, suspend or terminate the Plan from time to time after giving fourteen (14) calendar days' notice to Shareholders.
- 14.2 In the case of alteration, existing Participants will continue under the altered Plan unless the Company is notified to the contrary on an Election Notice or through the Shareholder's online account with the Share Registry.
- 14.3 Notice of any alteration, suspension or termination may be given by the Company in such manner as the Board of Directors may determine.
- 14.4 The omission to give notice of alteration, suspension or termination or the non-receipt of any notice by any Shareholder shall not invalidate the alteration, suspension or termination of the Plan.
- 14.5 Any alteration, suspension or termination shall be effective from the date of the resolution or such other date as determined by the Board of Directors.

15. Equitable Claims

The Company, unless otherwise required by law, need not recognize a person as owner of additional Shares issued under the Plan other than the registered holder of the Plan Shares with respect to which the additional Shares are issued.

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16. Taxation

Neither the Company nor the Directors:

- (a) assume any responsibility or liability for any taxes or other imposts assessed against or imposed upon a Participant;
- (b) represent or warrant that a Participant will gain any taxation advantage or will not incur a taxation liability or disadvantage through participation in the Plan.

17. General

17.1 The Plan is governed by the laws of Nevada, and each Participant submits to the exclusive jurisdiction of the Courts of that State.

17.2 The Plan will be administered by the Board of Directors.

17.3 The Board of Directors shall have power to:

- (a) determine appropriate procedures for administration of the Plan consistent with these Terms and Conditions;
- (b) resolve conclusively all questions of fact or interpretation in connection with the Plan;
- (c) waive strict compliance by the Company or any Shareholder with any of these Terms and Conditions;
- (d) delegate to any suitable qualified person any of their powers or discretion granted by or pursuant to these Terms and Conditions.

17.4 The Company or Directors shall not be liable or responsible to any Participant for any loss or alleged loss or disadvantage suffered or incurred by such Participant as a result, directly or indirectly, of the establishment or operation of the Plan or its participation in the Plan or in relation to any advice given with respect to participation in the Plan.

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