

Form 39.08

2019



Hfx No. 4 8 4 7 4 2

IN THE SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF:

Application by Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. dba Quadriga CX and Quadriga Coin Exchange (collectively referred to as the "**Companies**"), for relief under the *Companies' Creditors Arrangement Act*

AFFIDAVIT

I, Jennifer K. M. Robertson, of Fall River, Province of Nova Scotia, make oath and give evidence as follows:

1. I am Jennifer K. M. Robertson, the widow of Gerald W. Cotten ("**Gerry**"). At the time of his death, Gerry was the sole director and officer of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. dba Quadriga CX and Quadriga Coin Exchange (collectively referred to as the "**Companies**").
2. I have personal knowledge of the evidence sworn to in this affidavit except where otherwise stated to be based on information or belief.
3. I state, in this affidavit, the source of any information that is not based on my own personal knowledge, and I state my belief of the source.
4. This Affidavit is provided in support of the within application made under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**").

BACKGROUND

5. The operating company is 0984750 B.C. Ltd. dba Quadriga CX and Quadriga Coin Exchange ("**Quadriga**"). Quadriga is the 100% owned subsidiary of Whiteside Capital Corporation. Quadriga Fintech Solutions Corp. ("**Fintech**") is the 100% parent of Whiteside Capital Corporation ("**Whiteside**") and is a reporting issuer in British Columbia. I am advised by counsel and do believe that Fintech is still considered a reporting issuer in that province.

6. Fintech was incorporated under the laws of British Columbia on November 12, 2014 under the name Ancetera Networks Ltd. and changed its name to Fintech effective January 26, 2015. A copy of certain of its constating documents of Fintech are attached as Exhibit "A".
7. Whiteside was incorporated under laws of British Columbia on October 6, 2014 and a copy of certain of its constating documents are attached as Exhibit "B".
8. Quadriga was incorporated under laws of British Columbia on November 4, 2013 and a copy of certain of its constating documents are attached as Exhibit "C".
9. Prior to Gerry's death, he was the sole officer and director of each of the Companies.
10. To the best of my knowledge, Whiteside and Fintech do not carry on any business other than to hold the shares as set out above. Neither of these companies has any employees or contractors.
11. I am advised by counsel for the Companies and do believe that none of the Companies have a physical office in any location and this is my understanding as well. To the best of my knowledge, most of the business of the Companies was being conducted by Gerry wherever he and his computer were located. This was most often at our house in Fall River, Nova Scotia.
12. Quadriga is a platform to facilitate the purchase and sale of cryptocurrencies for Canadian customers and users. Quadriga developed a comprehensive and user friendly website that functions as an exchange platform, to facilitate the exchange of cryptocurrency between buyers and sellers.
13. I was advised by Gerry that the platform for Quadriga launched in December 2013. Alex Hanin was the chief website architect responsible for its development and started the platform with Gerry in 2013. Mr. Hanin continues to oversee the website maintenance on behalf of Quadriga, as lead developer for Quadriga, contracted through Connect Development Ltd, a business registered in the United Kingdom.
14. The cryptocurrency market is incredibly volatile. There are various types of cryptocurrency, the most common being Bitcoin. The price can vary significantly in a relatively short period of time. The Quadriga platform supports the trading of various

types of cryptocurrency, including: Bitcoin, Bitcoin Cash, Bitcoin Cash SV, Litecoin and Ethereum.

15. The cryptocurrency industry is not regulated and there is no governing body that provides oversight to the industry.

Corporate Structure and Holdings

16. Gerry was the sole director and officer of Fintech and he held 16,800,000 of the 40,748,300 outstanding shares of Fintech. Since 2015, Fintech has been a reporting company when Gerry and his co-founder, Mike Patryn, hoped to make it a publicly traded company. This did not happen. In early 2016, all of the other directors of Fintech resigned, although Gerry remained as a director. Around the same time period, the British Columbia Securities Commission issued a cease trade order in connection with Fintech's shares. I am advised by counsel for the Companies and do believe that the cease trade order was issued for failure to file disclosure documents, such as financial statements.
17. I am advised by Mr. Patryn and do believe that he and Gerry had been seeking to buy back the shareholdings of the investors in Fintech since the cease trade order was issued. Mr. Patryn's information is consistent with what Gerry had told me.
18. Mr. Patryn has advised me and I do believe that a Hong Kong company called Crypto Consulting Group Ltd. ("**Crypto Group**"), of which Mr. Patryn is the sole director, has entered into agreements to purchase the shareholdings of several of Fintech's shareholders. Mr. Patryn advised that Crypto Group is the beneficial owner of 7,095,000 Fintech shares.
19. Mr. Patryn's partner, Lovie Horner, holds 4,200,000 shares of Fintech. A copy of the last recorded share register of Fintech is attached at Exhibit "D".
20. I have recently learned from Margaret Waddell, who is a lawyer who represented the Companies in a recent court application in Ontario (described in more detail below), that there was a private placement that took place in September 2015. As a result, there are additional shareholders not reflected in the share register. A copy of a chart of the additional shareholders and their holdings is attached at Exhibit "E".

The Quadriga Platform

21. The premise of Quadriga is that users deposit funds (called FIAT) through a variety of ways, including by bank wire, bank draft, a Flexepin voucher, an in-person payment at a Canada Post location or an Interac e-transfer. Once the deposit is confirmed, Quadriga would credit the deposit amount to the user's account on the Quadriga platform. A user could also deposit cryptocurrency to their account.
22. The user is then in charge of the funds in their account. If a user wants to sell at a certain price, the offer to sell remains on the website until another user wants to buy at that price.
23. By using the Quadriga platform, the users agree to terms of service. A copy of the terms of service for Quadriga are attached at Exhibit "F".
24. I am informed by Mr. Hanin and do believe the following in relation to the Quadriga database and platform:
 - (a) The database is backed up hourly, with backups occasionally being used to restore the testing environment to a certain stage. The purpose of the backup is to ensure the data is valid. The backup is stored in the Cloud on Amazon servers;
 - (b) Trades are recorded in the database, as well as the date and time of the trade, the buyer, the seller, the amount, the rate and additional data like the referral commission;
 - (c) In relation to reporting to users, there is a dashboard of the administration control panel that contains a quick overview of the system including hot wallet content, profit for trades, deposits and withdrawals;
 - (d) A user who wants to transfer bitcoin or other cryptocurrency requires a wallet. A wallet has an address that is unique to each user and is comparable to a piggybank that is located on a user's phone or computer. The user would then decide on the type of external wallet for their account;
 - (e) Wallets are described as hot or cold on platforms like that of Quadriga, where a portion of coins need to be accessible for immediate release. A hot wallet is

located on a server and is used to pay for withdrawals straight from the server on a quicker turnaround time. A cold wallet or cold storage is located offline and is a safe space to secure coins;

- (f) Any coins credited to a user on the platform were stored by Quadriga, either in a hot wallet or a cold wallet. Coins withdrawn by a user would be stored in a wallet controlled by that user;
- (g) Quadriga keeps only a minimal amount of coins on the server (in a hot wallet). The normal procedure was that Gerry would move the majority of the coins to cold storage as a way to protect the coins from hacking or other virtual theft;
- (h) The amount of coin kept on the server versus in cold storage was originally set at a fixed amount. Transfers could happen automatically or manually. The threshold requirement for Quadriga's hot wallet was removed some time ago and, after that, Gerry manually controlled the flow of coins between the hot and cold wallets of the coins credited on the Quadriga platform;
- (i) Transfers from the cold wallet to the hot wallet would occur when the hot wallet was running low and withdrawals were being sent to users. The transfer of coins from the cold wallet to the hot wallet was performed manually by Gerry;
- (j) There is no defined standard in the cryptocurrency industry for how coins are stored, but the normal practice for any exchange or person dealing in cryptocurrency is to keep the coins in a cold wallet for security purposes;
- (k) The database would keep track of users, and there are currently approximately 363,000 registered users in the Quadriga database. As at the date of filing this affidavit, approximately 115,000 users (the "**Affected Users**") of the Quadriga website held balances in their personal accounts, representing obligations payable by Quadriga to the Affected Users in the form of: (i) cash obligations; or (ii) obligations to hold cryptocurrency units on their behalf. Quadriga currently owes its Affected Users \$70 million, plus cryptocurrency, cumulatively valued (based on cryptocurrency market pricing as of December 17, 2018) at approximately \$180 million. Total obligations due to the Affected Users approximate \$250 million as of December 17, 2018;
- (l) As of January 18, 2019, the following cryptocurrency balances were recorded:

- (i) **Bitcoin:** 26,488.59834;
- (ii) **Bitcoin Cash:** 11,378.79082;
- (iii) **Bitcoin Cash SV:** 11,149.74262;
- (iv) **Bitcoin Gold:** 35,230.42779;
- (v) **Litecoin:** 199,888.408; and
- (vi) **Ethereum:** 429,966.0131.

25. In addition, I am informed by Mr. Hanin and do believe that Quadriga earns revenue through the fees it charges to the users, generally on the trades made and also on certain withdrawal methods. Fees are also taken on both side of a trade, with both the buyer and seller being charged a fee.

THE TREASURY FUNCTION OF QUADRIGA

Issues with CIBC

26. One significant issue that the Companies were facing, and continue to face, concerns funds that had been held in a CIBC account on behalf of Quadriga.
27. The Companies never had corporate bank accounts, as I was advised by Gerry, Mr. Hanin and Aaron Matthews, the Director of Operations of Quadriga and do believe that the banks did not want to deal with the Companies because of the cryptocurrency business. Gerry was required to use a personal bank account for the Companies.
28. In November or December 2017, the price of bitcoin was very high and Quadriga had a significant number of users. I am advised by Mr. Hanin and do believe that the number of wire transfers were extraordinarily high during this time, both coming into and leaving Quadriga.
29. As Quadriga had no corporate bank accounts, it used the services of third party payment processors to facilitate the receipt and payment of funds from users through the provision of a payment platform. One such third party processor was Billerfy Labs Inc. ("**Billerfy**"). Jose Reyes is the principal of Billerfy. In addition to Billerfy, VoPay, FINConnect and POSConnect are third party payment processors used by Quadriga.

30. Quadriga and Billerfy entered a Payment Services Agreement and pursuant to this agreement, Billerfy engaged the services of Costodian Inc. (“**Costodian**”) to receive and make payments from Quadriga users, as part of the Billerfy payment platform. A copy of the Payment Services Agreement is attached at Exhibit “G”.
31. In addition to the ways that users could deposit FIAT to Quadriga, some users would make a deposit to a bank account operated by Costodian at CIBC. Costodian would confirm the deposit to Quadriga and the user was credited with the amount of the wire transfer on the Quadriga platform. The user would then be able to access the Quadriga platform to buy, sell or trade in cryptocurrency.
32. As part of the service provided under the Payment Services Agreement, Costodian had two accounts at CIBC in which it received the wire transfers from users. In addition, Mr. Reyes also had personal CIBC accounts into which he had transferred some of Quadriga’s funds.

The Application by CIBC

33. On January 8, 2018, CIBC froze the Costodian accounts and the accounts held by Mr. Reyes. According to court documents filed in the Ontario Superior Court of Justice, the reason that CIBC froze the accounts arose from the Costodian account going into overdraft. Although the error was quickly rectified, CIBC refused to permit any further withdrawals from either the Costodian or Reyes accounts, but continued to accept deposits into the Costodian accounts until February 20, 2018.
34. The court documents indicate that funds being held in the Costodian and Reyes accounts on Quadriga’s behalf were approximately \$25.7 million.
35. The litigation ultimately determined that there were no other “competing claims” for the funds and that the deposits belonged, for the most part, beneficially to Quadriga. Particularly, all the money in the Costodian accounts (\$23,372,208.94) less \$1,000, belonged to Quadriga, as well as \$2,300,000 in Reyes’ personal accounts. A copy of the Court Order is attached at Exhibit “H”. Once the funds were paid into Court, CIBC’s involvement in the matter ended and it closed the accounts.
36. The Accountant of the Court then issued bank drafts or cheques to Costodian in accordance with a further court order permitting payment of the funds out of Court. A copy of the Court Order is attached at Exhibit “I”.

37. Since the payment out of Court, Costodian has not been able to find a banking institution to accept the bank drafts. Quadriga has not been able to open a bank account of its own in which to deposit the drafts, if they were to be endorsed in its favour.
38. The litigation with CIBC had a significant impact on Quadriga's ability to operate and to ensure users of the Quadriga platform were kept whole. Gerry told me that he was advancing his own personal funds in order to ensure that payments were being made to Quadriga users.
39. The funds noted above are in the form of BMO bank drafts payable to Costodian. I believe that Costodian is prepared to assign the drafts to Quadriga or its nominee, but is asserting a claim for fees in respect of the receipt of wire transfers into its CIBC account.

Additional Bank Drafts held on behalf of Quadriga

40. In addition to Billerfy/Costodian, Quadriga used the services of other payment processors. I have been advised by Mr. Matthews and do believe that, he and his company, 700964 N.B. Inc., were holding bank drafts from one payment processor operating through 1009926 B.C. Ltd. 700964 N.B. Inc. is a company controlled by Mr. Matthews.
41. Attached at Exhibit "J" is a photograph of the bank drafts that had been held by Mr. Matthews. I am advised by Mr. Matthews that 1009926 B.C. Ltd is prepared to assign the drafts to Quadriga or its nominee upon further order or direction from this Honourable Court.
42. My understanding from Mr. Matthews is that the bank drafts have been provided to the law firm of Stewart McKelvey to be held in trust.

Funding for the CCAA Application

43. At present, Quadriga has access to approximately \$30 million in bank drafts as noted above. Once the bank drafts are accepted for deposit by one or more financial institutions, the funds will be made available for Quadriga and can potentially be used, in part, to fund the cost of these proceedings. The residual balance of these funds,

combined with net recoveries from other sources, would be made available to satisfy the claims of Quadriga's creditors as confirmed through the CCAA process.

44. In the interim, I have made arrangements to personally fund the costs of the CCAA proceedings using personal funds to a maximum amount of \$300,000. As of January 29, 2019, these amounts were secured through a General Security Agreement which Fintech, Whiteside and Quadriga signed in my favour. A copy of the General Security Agreement is attached at Exhibit "K".

Contractors of the Companies

45. I am advised by Mr. Matthews and do believe that Quadriga has five independent contractors, who provide the following work: handle client verifications and miscellaneous customer support within the verification category, handle miscellaneous customer support; and handle social media support. The five contractors are in addition to Mr. Matthews and Mr. Hanin.
46. Based on the approximate incomes provided by Mr. Matthews and including the amount received by Mr. Hanin, the monthly amount paid to the seven contractors range from approximately \$75,000 to 86,000 per month. The most significant amount is paid to Mr. Hanin.
47. Mr. Matthews advises that the amount owing to the contractors for the month of January is \$12,485.33.

Cash Management System of the Companies

48. I am advised by Mr. Matthews and do believe that he advised as of January 30, 2019, third party payment processors are holding the following amounts on behalf of Quadriga: FINConnect (\$331,764.07) and VoPay (\$217,674.54). In addition, Mr. Matthews' company, 700964 N.B. Inc., holds approximately \$15,000 of Quadriga's funds as of today.
49. In addition, I have asked Mr. Matthews that he instruct Billerfy and the other third party processors to complete their accounting on any Quadriga accounts and to provide the exact amount that will be available to Quadriga and make arrangements to make these

amounts available to Quadriga or Ernst & Young Inc. should it be appointed by this Court as monitor.

50. The Companies have no cash management system and no bank accounts. I am advised by counsel and do believe that if Ernst & Young Inc. is appointed by this Court as monitor, it is prepared to administer a cash management system, the details of which have not yet been provided to me.

GERRY'S DEATH

51. Gerry was diagnosed with Crohn's disease at the age of 24. Gerry died in India on December 9, 2018, arising from complications from the Crohn's disease. Gerry was 30 years old at the time of his death, which was completely unexpected. A copy of Gerry's death certificate is attached at Exhibit "L".
52. I am the sole executor of Gerry's estate under his last will and testament and that will was probated in the Probate Court of Nova Scotia on January 2, 2019.
53. I was not involved in the business of the Companies while Gerry was alive. Gerry would, however, talk about the business from time to time in the normal course of our lives together. Gerry ran the business through his laptop, mostly at our home, but also wherever he happened to be. Since he has passed away, I have learned significantly more about the Companies.
54. There has been a significant amount of commentary on Reddit and other web based platforms about the state of Quadriga, Gerry's death (including whether he is really dead) and missing coins. There have also been threats made against me and Mr. Matthews. Further, slanderous comments have been made against me and sent through Facebook messenger to my entire contact list.
55. I have read comments on various online forums and commenters are suggesting that litigation be commenced against Quadriga and the Companies. In addition, I understand from Ms. Waddell and do believe that she has received communications from other counsel on behalf of users of Quadriga, looking to discuss recent events.

ISSUES FACING THE COMPANIES

56. Since Gerry's death, I have become more involved in the issues facing the Companies. The main issues are set out below.

Application for an expedited shareholders' meeting

57. As Gerry was the sole officer and director for each of the Companies, I instructed on behalf of Gerry's estate as the largest shareholder that an application be commenced to hold a shareholders' meeting on an expedited basis. This application was heard on January 23, 2019. A copy of the Order permitting the scheduling of a shareholders' meeting on an expedited basis is attached at Exhibit "M".
58. The petition for the application in the British Columbia court is available online and it was added to a Reddit thread within a short period of time by an unknown person.
59. The shareholders' meeting was held on January 25, 2019. Directors were appointed for the three Companies, being me, Thomas Beazley (my step-father) and Jack Martel. The directors will be able to provide instructions and directions on a go-forward basis.
60. On Sunday, January 27, 2019, a meeting of the directors was held and the same people were appointed as directors of Whiteside and Quadriga. Attached at Exhibit "N" is a copy of the minutes of the directors' meeting held, to approve the filing of this application and other related matters. The minutes have been approved by me and Mr. Beazley, but Mr. Martel has not yet signed off on the minutes.

Quadriga Books and Records

61. I do not have any documents or records for the Companies. I have searched our residence in Fall River and also at the other properties and have not yet found any business records. If any business records are located, they will immediately be turned over to the Monitor, if the request for relief under the CCAA is approved.
62. The laptop computer from which Gerry carried out the Companies' business is encrypted and I do not know the password or recovery key. Despite repeated and diligent searches, I have not been able to find them written down anywhere. I have retained an expert, Chris McBryan, Insp (retired), who I understand to be highly qualified in this area, to assist in recovering any information about the Companies and the Quadriga business

records. To date, the expert has had some limited success in recovering a few coins and some information from Gerry's cell phones and other computer, but not yet from the main computer he used to conduct business. Efforts to recover the business records are ongoing.

The hot wallet

63. The administration dashboard attached at Exhibit "O" shows the number of coins located in the Quadriga hot wallet. Only the coins in the hot wallet are currently accessible by Quadriga, as these are coins that have been sent since Quadriga stopped withdrawals. On January 15, 2019, 15.62074542 Bitcoin that had been located by Mr. McBryan on Gerry's phone were sent to the Quadriga hot wallet and were subsequently disbursed.

The cold wallets

64. Quadriga, like most other exchanges, did not keep the bulk of the coins on a server. This was for security purposes so as to avoid being hacked.
65. My understanding from talking to Mr. Hanin and Mr. Matthews since Gerry died is that Gerry took sole responsibility for the handling the funds and coins and the banking and accounting side of the business. Gerry moved the majority of the coins to cold storage.
66. Since Gerry's death, Quadriga has attempted to access the cold storage, both through Mr. Hanin's own attempts and with an outside expert, Chris McBryan, Insp (retired), of McKalian Sensors Inc., who has been retained by Quadriga, and who has profiled Gerry and attempted to hack into Gerry's computers. In addition, an encrypted USB key has been provided to the expert, which has not yet been able to be accessed.
67. I am further advised by Mr. Hanin that based on the database records, there should be in excess of \$180 million of coins in cold storage. The Companies continue to take all steps to find and access the cold wallets.
68. I have learned from Mr. Hanin since Gerry's death that Gerry made a comment about securing Quadriga cryptocurrency on other exchanges. Investigations into such transactions and holding locations are on-going.

69. Gerry was always very conscious about security. Mr. Hanin advises and I do believe that Gerry had a work email address, an encrypted email address, a personal email address and he also used an encrypted messaging system to conduct business. I am informed by Mr. Hanin and do believe that he has accessed Gerry's work email address. The computer expert has access to Gerry's personal email address. Mr. Hanin advises that steps are being taken to access the encrypted email address. Mr. Hanin advises that messages would disappear from the encrypted messaging system after a short period.

Funds held by WB21

70. I am advised by Mr. Hanin and do believe that funds are being held by an organization, WB21, that belong to Quadriga. Mr. Hanin advises that WB21 acted similar to a third party payment processor, in that it would accept and send wires on behalf of Quadriga. Mr. Hanin indicates that WB21 is holding \$8,991,811.77 (Cdn) and \$2,360,755.53 (USD) on behalf of Quadriga, but is refusing to release the funds or respond to communications from Quadriga.

Additional Issues

71. After Gerry's death, Quadriga continued to accept funds from users, many of which were deposited on an automatic basis. My understanding from Mr. Matthews and Mr. Hanin is that the nature of the business does not make it easy to shut down operations entirely, as there are automatic deposits of coins and funds being made by users.
72. As of January 26, 2019, the newly appointed directors instructed that the platform be paused. The pause will mean that future trades of cryptocurrency will be temporarily suspended, including the settlement of cash or the trading of currency between users. The direction was given to ensure that the situation facing the Companies does not deteriorate further.
73. After Gerry's death, Quadriga's inventory of cryptocurrency has become unavailable and some of it may be lost. Further, Quadriga's access to currency has been severely compromised due to the issues set out in this affidavit relating to Quadriga's inability to negotiate bank drafts provided by different payment processors.

74. As a result, Quadriga is not currently able to complete the transactions which its users may want to process. If this situation continues, the users may seek legal proceedings against Quadriga which would only serve to complicate an already difficult situation. As a result, Quadriga urgently needs a stay of proceedings which will allow Quadriga and its contractors additional time to find whatever stores of cryptocurrency may be available and also to negotiate the bank drafts available to Quadriga. If this cannot be done in an orderly fashion, many, if not all users, may suffer damage.

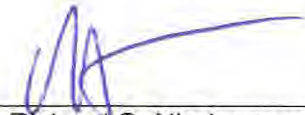
Sale Process

75. The Company intends to explore all options available to it to address its obligations to the Affected Users, including, but not limited to, pursuing the sale of the operating platform, if necessary.

76. In the past week or two, Quadriga has been approached by multiple parties expressing interest in the operating platform, which could potentially lead to value being realized for the benefit of Quadriga’s creditors, including the Affected Creditors. Based on these inquiries, I believe Quadriga’s trading platform may have significant value. Such value will undoubtedly be threatened if legal actions are commenced against Quadriga by its users.

77. I swear this affidavit in support of the request of the Companies for protection under the CCAA and for no other purpose.

Sworn to before me on the 30th day of
January, 2019 at Halifax, Province of Nova
Scotia



Richard S. Niedermayer
Barrister of the Supreme Court of Nova
Scotia



Jennifer Robertson


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D	Shareholder Register of Quadriga Fintech Solutions Corp.
E	Quadriga Fintech Solutions Corp. September/October 2015 Share Subscriptions
F	Terms of Service for QuadrigaCX
G	Payment Services and Custody of Funds Agreement between Quadriga and Billerfy Labs Inc. dated November 3, 2016
H	Order dated November 21, 2018
I	Order dated December 5, 2018
J	Photographs of bank drafts currently being held by Aaron Matthews
K	General Security Agreement dated January 29, 2019
L	Statement of Death for Gerald William Cotton dated December 12, 2018
M	Order Made After Petition dated January 23, 2019
N	Quadriga Fintech Solutions Corp. Directors' Meeting Minutes dated January 27, 2019
O	Administration Dashboard

Tab A

This is Exhibit "A" to the Affidavit of Jennifer
Robertson, sworn before me on the 30th day of
January, 2019



Richard S. Niedermayer
A Barrister of the Supreme Court of Nova
Scotia



BC Company Summary For QUADRIGA FINTECH SOLUTIONS CORP.

Date and Time of Search: January 28, 2019 12:39 PM Pacific Time
Currency Date: November 23, 2018

ACTIVE

Incorporation Number: BC1018836
Name of Company: QUADRIGA FINTECH SOLUTIONS CORP.
Recognition Date and Time: Incorporated on November 12, 2014 12:53 PM Pacific Time In Liquidation: No
Last Annual Report Filed: November 12, 2018 Receiver: No

COMPANY NAME INFORMATION

Previous Company Name: ANCETERA NETWORKS LTD. Date of Company Name Change: January 26, 2015

REGISTERED OFFICE INFORMATION

Mailing Address: 1500 - 409 GRANVILLE STREET VANCOUVER BC V6C 1T2 CANADA
Delivery Address: 1500 - 409 GRANVILLE STREET VANCOUVER BC V6C 1T2 CANADA

RECORDS OFFICE INFORMATION

Mailing Address: 1500 - 409 GRANVILLE STREET VANCOUVER BC V6C 1T2 CANADA
Delivery Address: 1500 - 409 GRANVILLE STREET VANCOUVER BC V6C 1T2 CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name: Cotten, Gerald
Mailing Address: 1500 - 701 WEST GEORGIA STREET VANCOUVER BC V7Y 1K8 CANADA

Delivery Address: 1500 - 701 WEST GEORGIA STREET VANCOUVER BC V7Y 1K8 CANADA

NO OFFICER INFORMATION FILED AS AT November 12, 2018.



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Cover Sheet

QUADRIGA FINTECH SOLUTIONS CORP.

Confirmation of Service

Form Filed:	Notice of Change of Directors
Date and Time of Filing:	March 1, 2016 09:44 AM Pacific Time
Name of Company:	QUADRIGA FINTECH SOLUTIONS CORP.
Incorporation Number:	BC1018836

This package contains:

- Certified Copy of the Notice of Articles

Check your documents carefully to ensure there are no errors or omissions. If errors or omissions are discovered, please contact the Corporate Registry for instructions on how to correct the errors or omissions.



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

CERTIFIED COPY
Of a Document filed with the Province of
British Columbia Registrar of Companies

Notice of Articles

BUSINESS CORPORATIONS ACT

CAROL PREST

This Notice of Articles was issued by the Registrar on: March 1, 2016 09:44 AM Pacific Time

Incorporation Number: BC1018836

Recognition Date and Time: Incorporated on November 12, 2014 12:53 PM Pacific Time

NOTICE OF ARTICLES

Name of Company:

QUADRIGA FINTECH SOLUTIONS CORP.

REGISTERED OFFICE INFORMATION

Mailing Address:

1700 - 666 BARRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:

1700 - 666 BARRARD STREET
VANCOUVER BC V6C 2X8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

1700 - 666 BARRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:

1700 - 666 BARRARD STREET
VANCOUVER BC V6C 2X8
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Cotten, Gerald

Mailing Address:
1500 - 701 WEST GEORGIA STREET
VANCOUVER BC V7Y 1K8
CANADA

Delivery Address:
1500 - 701 WEST GEORGIA STREET
VANCOUVER BC V7Y 1K8
CANADA

AUTHORIZED SHARE STRUCTURE

1. No Maximum	Common Shares	Without Par Value
		Without Special Rights or Restrictions attached

Date and Time: March 1, 2016 09:45 AM Pacific Time



**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Directors

FORM 10
BUSINESS CORPORATIONS ACT
Section 127

Filed Date and Time: March 1, 2016 09:44 AM Pacific Time

Incorporation Number:

BC1018836

Name of Company:

QUADRIGA FINTECH SOLUTIONS CORP.

Date of Change of Directors

February 29, 2016

Director(s) who have ceased to be Directors

Last Name, First Name, Middle Name:

Filtness, William

Mailing Address:

12331 SOUTHPARK CRESCENT
SURREY BC V3X 2C1
CANADA

Delivery Address:

12331 SOUTHPARK CRESCENT
SURREY BC V3X 2C1
CANADA

Last Name, First Name, Middle Name:

Horne, Lovie

Mailing Address:

2304 - 838 WEST HASTINGS STREET
VANCOUVER BC V6G 3J4
CANADA

Delivery Address:

2304 - 838 WEST HASTINGS STREET
VANCOUVER BC V6G 3J4
CANADA

Last Name, First Name, Middle Name:

Milewski, Anthony

Mailing Address:

430 EAST 86TH STREET
NEW YORK NY 10028
UNITED STATES

Delivery Address:

430 EAST 86TH STREET
NEW YORK NY 10028
UNITED STATES

Director(s) as at February 29, 2016

Last Name, First Name, Middle Name:

Cotten, Gerald

Mailing Address:

1500 - 701 WEST GEORGIA STREET
VANCOUVER BC V7Y 1K8
CANADA

Delivery Address:

1500 - 701 WEST GEORGIA STREET
VANCOUVER BC V7Y 1K8
CANADA



NOTICE OF CHANGE OF DIRECTORS

FORM 10 – BC COMPANY

Section 127 Business Corporations Act

SENT TO CARRIE ANNE

Telephone: 1 877 526-1526 www.bcregistryservices.gov.bc.ca

DO NOT MAIL THIS FORM to BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the Business Corporations Act requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

Filing Fee for paper filing: \$20.00

If you are instructed by registry staff to mail this form to the Corporate Registry, submit this form with a cheque or money order made payable to the Minister of Finance, or provide the registry with authorization to debit the fee from your BC OnLine Deposit Account. Please pay in Canadian dollars or in the equivalent amount of US funds.

Freedom of Information and Protection of Privacy Act (FOIPPA): Personal information provided on this form is collected, used and disclosed under the authority of the FOIPPA and the Business Corporations Act for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

A. INCORPORATION NUMBER OF COMPANY

BC1018836

B. NAME OF COMPANY

QUADRIGA FINTECH SOLUTIONS CORP.

C. DATE OF CHANGE OF DIRECTORS

2015 / 10 / 31 [change of address only for Gerald Cotton]

D. FULL NAMES OF NEW DIRECTORS

LAST NAME GIVEN NAMES

N/A

E. FULL NAMES OF PERSONS WHO HAVE CEASED TO BE DIRECTORS

LAST NAME GIVEN NAMES

N/A

F. DIRECTOR NAME(S) AND ADDRESS(ES) – Enter the full name, delivery address and mailing address (if different) of ALL of the company's directors as at the date of change noted in Box C. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required. A Community Contribution Company must have at least three directors.

Table with 5 columns: LAST NAME, FIRST NAME, MIDDLE NAME, DELIVERY ADDRESS, MAILING ADDRESS. Rows include Cotten, Gerald; Homer, Lovie; Fitness, William; Milewski, Anthony.

G. CERTIFIED CORRECT – I have read this form and found it to be correct.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE COMPANY

Gerald Cotton

SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE COMPANY

X [Signature]

DATE SIGNED

YYYY / MM / DD

2015 / 11 / 15

Date and Time: October 6, 2015 10:09 AM Pacific Time



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Address

FORM 2
BUSINESS CORPORATIONS ACT
Sections 35 & 36

Filed Date and Time:	October 6, 2015 10:09 AM Pacific Time
Effective Date and Time of Filing:	October 7, 2015 12:01 AM Pacific Time

Incorporation Number:

BC1018836

Name of Company:

QUADRIGA FINTECH SOLUTIONS CORP.

REGISTERED OFFICE INFORMATION

Mailing Address:

1700 - 666 BARRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:

1700 - 666 BARRARD STREET
VANCOUVER BC V6C 2X8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

1700 - 666 BARRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:

1700 - 666 BARRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Date and Time: May 25, 2018 08:44 AM Pacific Time



BC Registry Services

Mailing Address: PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3, www.corporateonline.gov.bc.ca

Location: 2nd Floor - 940 Blanshard Street, Victoria BC, 1 877 526-1526

Annual Report BC COMPANY

FORM 6 BUSINESS CORPORATIONS ACT Section 51

Date and Time

Filed Date and Time: May 25, 2018 08:44 AM Pacific Time

ANNUAL REPORT DETAILS

Table with 2 columns: Name of Company (QUADRIGA FINTECH SOLUTIONS CORP., 1500 - 409 GRANVILLE STREET, VANCOUVER BC V6C 1T2, CANADA) and Incorporation Number (BC1018836). Includes Date of Recognition (November 12, 2014) and Date of Annual Report (November 12, 2017).

NO OFFICER INFORMATION FILED

11:00 40P VANCOUVER BC

11:00 40P VANCOUVER BC

REGISTER OF DIRECTORS
(Section 126)
QUADRIGA FINTECH SOLUTIONS CORP.

Full Name	Prescribed Address	Date Appointed	Date Ceased	OFFICE HELD		
				Office	Date Appointed	Date Ceased
Jacques Martel	Delivery address: #318 - 1008 Homer Street Vancouver, BC V6B 2X1	Nov 12, 2014	Sep 17, 2015			
Gerald Cotten	Delivery address: 1500 - 701 West Georgia Street Vancouver, BC V7Y 1K8	Feb 5, 2015		President	Feb 5, 2015	
				Chief Executive Officer	Feb 5, 2015	
Lovie Horner	Delivery address: 2304 - 838 West Hastings Street Vancouver, BC V6G 3J4	Feb 5, 2015	Feb 29, 2016			
William Filtness	Delivery address: 12331 Southpark Crescent Surrey, BC V3X 2C1	Feb 18, 2015	Feb 29, 2016			
Anthony Milewski	Delivery address: 430 East 86th Street New York, NY, USA 10028	Sep 17, 2015	Feb 29, 2016			
Natasha Tsai	Delivery address: 880 - 580 Hornby Street Vancouver, BC V6C 3B6	** OFFICER	ONLY **	Chief Financial Officer	Feb 5, 2015	Feb 29, 2016
Sheryl Dhillon	Delivery address: 1500 - 409 Granville Street Vancouver, BC V6C 1T2	** OFFICER	ONLY **	Corporate Secretary	Sep 8, 2015	
Audit Committee:	Gerald Cotten					

Full Name	Prescribed Address	Date Appointed	Date Ceased	OFFICE HELD		
				Office	Date Appointed	Date Ceased
Disclosure Committee:	Gerald Colten					

Incorporation Number: BC1018836

ARTICLES
OF
QUADRIGA FINTECH SOLUTIONS CORP.

QUADRIGA FINTECH SOLUTIONS CORP.

(the "Company")

ARTICLES

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QUADRIGA FINTECH SOLUTIONS CORP.

(the "Company")

ARTICLES

The Company has as its articles the following articles:

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

- (a) "board of directors", "directors" and "board" mean the directors or sole director of the Company for the time being;
- (b) "*Business Corporations Act*" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (c) "*Interpretation Act*" means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (d) "legal personal representative" means the personal or other legal representative of the shareholder;
- (e) "public company" means a company that:
 - i. is a reporting issuer;
 - ii. is a reporting issuer equivalent;
 - iii. has registered its securities under the *Securities Exchange Act* of 1934 of the United States of America;
 - iv. has any of its securities, within the meaning of the *Securities Act*, traded on or through the facilities of a securities exchange; or
 - v. has any of its securities, within the meaning of the *Securities Act*, reported through the facilities of a quotation and trade reporting system.
- (f) "reporting issuer" has the same meaning as in the *Securities Act*;
- (g) "reporting issuer equivalent" means a corporation that, under the laws of any Canadian jurisdiction other than British Columbia, is a Reporting Issuer or an equivalent of a Reporting Issuer;
- (h) "registered address" of a shareholder means the shareholder's address as recorded in the central securities register of the Company;

2.3 Shareholder Entitled to Certificate or Acknowledgement

Unless the shares of which the shareholder is the registered owner are uncertificated shares, each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name, or (b) a non-transferable written acknowledgement of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate or acknowledgement and delivery of a share certificate or acknowledgement to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgement of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgement, as the case may be, and on such other terms, if any, as they think fit:

- (a) order the share certificate or acknowledgement, as the case may be, to be cancelled; and
- (b) issue a replacement share certificate or acknowledgement, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgement

If a share certificate or a non-transferable written acknowledgement of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgement, as the case may be, must be issued to the person entitled to that share certificate or acknowledgement, as the case may be, if the directors receive:

- (a) proof satisfactory to them that the share certificate or acknowledgement is lost, stolen or destroyed; and
- (b) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.9 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts

The Company may at any time, pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue

Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

- (a) consideration is provided to the Company for the issue of the share by one or more of the following:
 - (i) past services performed for the Company;
 - (ii) property;
 - (iii) money; and
- (b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 Central Securities Register

As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

A transfer of a share of the Company must not be registered unless:

- (a) a duly signed instrument of transfer in respect of the share has been received by the Company;
- (b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and
- (c) if a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgement has been surrendered to the Company.

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgements deposited with the instrument of transfer:

- (a) in the name of the person named as transferee in that instrument of transfer; or
- (b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgement of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

7. PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares

Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase When Insolvent

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

- (a) the Company is insolvent; or
- (b) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

- (a) is not entitled to vote the share at a meeting of its shareholders;
- (b) must not pay a dividend in respect of the share; and
- (c) must not make any other distribution in respect of the share.

8. BORROWING POWERS

The Company, if authorized by the directors, may:

- (a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;
- (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;
- (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the Company may by special resolution:

- (a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
- (d) if the Company is authorized to issue shares of a class of shares with par value:
 - (i) decrease the par value of those shares; or
 - (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (f) alter the identifying name of any of its shares; or
- (g) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*.

9.2 Special Rights and Restrictions

Subject to the *Business Corporations Act*, the Company may by special resolution:

- (a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or
- (b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

9.3 Change of Name

The Company may by special resolution or director's resolution, authorize an alteration to its Articles and Notice of Articles in order to change its name.

9.4 Other Alterations

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by special resolution alter these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an

annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (a) if and for so long as the Company is a public company, 21 days;
- (b) otherwise, 10 days.

10.5 Record Date for Notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

- (a) if and for so long as the Company is a public company, 21 days;
- (b) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6 Record Date for Voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.8 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

- (a) state the general nature of the special business; and
- (b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:
 - (i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and
 - (ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

At a meeting of shareholders, the following business is special business:

- (a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (b) at an annual general meeting, all business is special business except for the following:
 - (i) business relating to the conduct of or voting at the meeting;
 - (ii) consideration of any financial statements of the Company presented to the meeting;
 - (iii) consideration of any reports of the directors or auditor;
 - (iv) the setting or changing of the number of directors;
 - (v) the election or appointment of directors;
 - (vi) the appointment of an auditor;
 - (vii) the setting of the remuneration of an auditor;
 - (viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;
 - (ix) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting.

11.4 One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

- (a) the quorum is one person who is, or who represents by proxy, that shareholder, and
- (b) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend

The directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

- (a) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and
- (b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.7(b) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

- (a) the chair of the board, if any; or
- (b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll

Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

- (a) the poll must be taken:
 - (i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
 - (ii) in the manner, at the time and at the place that the chair of the meeting directs;
- (b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and
- (c) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 Demand for Poll

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

- (a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and
- (b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

- (a) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or
- (b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 Representative of a Corporate Shareholder

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

- (a) for that purpose, the instrument appointing a representative must:

- (i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
 - (ii) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;
- (b) if a representative is appointed under this Article 12.5:
- (i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
 - (ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 Proxy Provisions Do Not Apply to All Companies

Articles 12.7 to 12.15 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

12.7 Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9 When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

- (a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;
- (b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or
- (c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the

proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

- (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
- (b) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

- (a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (b) by the chair of the meeting, before the vote is taken.

12.12 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[COMPANY NAME]
(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], a proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the shareholder):

Signed: _____
(month/day/year)

(Signature of shareholder)

(Name of shareholder—printed)

12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is:

- (a) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (b) provided, at the meeting, to the chair of the meeting.

12.14 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

- (a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;
- (b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 First Directors; Number of Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

- (a) subject to paragraphs (b) and (c), the number of directors that is equal to the number of the Company's first directors;
- (b) if the Company is a public company, the greater of three and the most recently set of:
 - (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (ii) the number of directors set under Article 14.4;
- (c) if the Company is not a public company, the most recently set of:
 - (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (ii) the number of directors set under Article 14.4.

13.2 Change in Number of Directors

If the number of directors is set under Articles 13.1(b)(i) or 13.1(c)(i):

- (a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;
- (b) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors

A director is not required to hold a share of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

- (a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and
- (b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

- (a) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;
- (b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or
- (c) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors

If:

- (a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or
- (b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

- (c) the date on which his or her successor is elected or appointed; and
- (d) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or

continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

- (a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or
- (b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(a), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

- (a) the term of office of the director expires;
- (b) the director dies;
- (c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (d) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a

director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director

Any director (an "appointor") may by notice in writing received by the Company appoint any person (an "appointee") who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

15.2 Notice of Meetings

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

15.3 Alternate for More Than One Director Attending Meetings

A person may be appointed as an alternate director by more than one director, and an alternate director:

- (a) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;
- (b) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;
- (c) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;
- (d) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 Consent Resolutions

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

15.5 Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 Revocation of Appointment of Alternate Director

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

- (a) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;
- (b) the alternate director dies;
- (c) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;
- (d) the alternate director ceases to be qualified to act as a director; or
- (e) his or her appointor revokes the appointment of the alternate director.

15.8 Remuneration and Expenses of Alternate Director

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

16. POWERS AND DUTIES OF DIRECTORS

16.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

16.2 Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

17. DISCLOSURE OF INTEREST OF DIRECTORS

17.1 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

17.2 Restrictions on Voting by Reason of Interest

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3 Interested Director Counted in Quorum

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4 Disclosure of Conflict of Interest or Property

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

17.5 Director Holding Other Office in the Company

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6 No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7 Professional Services by Director or Officer

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8 Director or Officer in Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

18.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

18.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

- (a) the chair of the board, if any;
- (b) in the absence of the chair of the board, the president, if any, if the president is a director, or
- (c) any other director chosen by the directors if:
 - (i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;
 - (ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or
 - (iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5 Calling of Meetings

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

18.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

- (a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or
- (b) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director.

18.10 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at two directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

18.11 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed document, fax, email or any other method of transmitting legibly recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

- (a) the power to fill vacancies in the board of directors;
- (b) the power to remove a director;
- (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (d) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

- (a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except:
 - (i) the power to fill vacancies in the board of directors;
 - (ii) the power to remove a director;
 - (iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and
 - (iv) the power to appoint or remove officers appointed by the directors; and
- (c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, must:

- (a) conform to any rules that may from time to time be imposed on it by the directors; and
- (b) report every act or thing done in exercise of those powers at such times as the directors may require.

19.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

- (a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;
- (b) terminate the appointment of, or change the membership of, the committee; and
- (c) fill vacancies in the committee.

19.5 Committee Meetings

Subject to Article 19.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

- (a) the committee may meet and adjourn as it thinks proper;
- (b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;
- (c) a majority of the members of the committee constitutes a quorum of the committee; and
- (d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20. OFFICERS

20.1 Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

- (a) determine the functions and duties of the officer;

- (b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and
- (c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

20.4 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors think fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

21. INDEMNIFICATION

21.1 Definitions

In this Article 21:

- (a) "eligible penalty" means a judgement, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
- (b) "eligible proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an "eligible party") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:
 - (i) is or may be joined as a party; or
 - (ii) is or may be liable for or in respect of a judgement, penalty or fine in, or expenses related to, the proceeding;
- (c) "expenses" has the meaning set out in the *Business Corporations Act*.

21.2 Mandatory Indemnification of Directors and Former Directors

Subject to the *Business Corporations Act*, the Company must indemnify a director, former director or alternate director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Indemnification of Other Persons

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

21.4 Non-Compliance with *Business Corporations Act*

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

21.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

- (a) is or was a director, alternate director, officer, employee or agent of the Company;
- (b) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;
- (c) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;
- (d) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 Declaration of Dividends

Subject to the *Business Corporations Act*, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

22.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the

record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

22.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

22.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

- (a) set the value for distribution of specific assets;
- (b) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and
- (c) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

22.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9 Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be

deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 Capitalization of Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

23. DOCUMENTS, RECORDS AND REPORTS

23.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

23.2 Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

24. NOTICES

24.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

- (a) mail addressed to the person at the applicable address for that person as follows:
 - (i) for a record mailed to a shareholder, the shareholder's registered address;
 - (ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;
 - (iii) in any other case, the mailing address of the intended recipient;
- (b) delivery at the applicable address for that person as follows, addressed to the person:
 - (i) for a record delivered to a shareholder, the shareholder's registered address;
 - (ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;
 - (iii) in any other case, the delivery address of the intended recipient;

- (c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;
- (e) physical delivery to the intended recipient.

24.2 Deemed Receipt of Mailing

A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

24.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 24.1, prepaid and mailed or otherwise sent as permitted by Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

24.5 Notice to Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

- (a) mailing the record, addressed to them:
 - (i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and
 - (ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (b) if an address referred to in paragraph (a)(i) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

25. SEAL

25.1 Who May Attest Seal

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

- (a) any two directors;
- (b) any officer, together with any director;

- (c) if the Company only has one director, that director; or
- (d) any one or more directors or officers or persons as may be determined by the directors.

25.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer.

25.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

26. PROHIBITIONS

26.1 Definitions

In this Article 26:

- (a) "designated security" means:
 - (i) a voting security of the Company;
 - (ii) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or
 - (iii) a security of the Company convertible, directly or indirectly, into a security described in paragraph (a) or (b);
- (b) "security" has the meaning assigned in the *Securities Act* (British Columbia);
- (c) "voting security" means a security of the Company that:
 - (i) is not a debt security, and
 - (ii) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

26.2 Application

Article 26.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

26.3 Consent Required for Transfer of Shares or Designated Securities

No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

27. CHANGE OF REGISTERED AND RECORDS OFFICE

The Company may appoint or change its registered and records offices, or either of them, and the agent responsible therefore, at any time by resolution of the directors. After the appointment of the first registered or records office agent, such agent may terminate its appointment pursuant to the *Business Corporations Act*.

Dated November 12, 2014.

FULL NAME AND SIGNATURE OF INCORPORATOR

"Kaitlynn Greschner"
Kaitlynn Greschner

Tab B

This is Exhibit "B" to the Affidavit of Jennifer
Robertson, sworn before me on the 30th day of
January, 2019

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Richard S. Niedermayer
A Barrister of the Supreme Court of Nova
Scotia



BC Company Summary For WHITESIDE CAPITAL CORPORATION

Date and Time of Search: January 28, 2019 12:39 PM Pacific Time
Currency Date: November 23, 2018

ACTIVE

Incorporation Number: BC1015678
Name of Company: WHITESIDE CAPITAL CORPORATION
Recognition Date and Time: Incorporated on October 06, 2014 03:40 PM Pacific Time In Liquidation: No
Last Annual Report Filed: October 06, 2017 Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address: 1500 - 409 GRANVILLE STREET VANCOUVER BC V6C 1T2 CANADA
Delivery Address: 1500 - 409 GRANVILLE STREET VANCOUVER BC V6C 1T2 CANADA

RECORDS OFFICE INFORMATION

Mailing Address: 1500 - 409 GRANVILLE STREET VANCOUVER BC V6C 1T2 CANADA
Delivery Address: 1500 - 409 GRANVILLE STREET VANCOUVER BC V6C 1T2 CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name: Cotten, Gerald
Mailing Address: 1500 - 701 WEST GEORGIA STREET VANCOUVER BC V7Y 1K8 CANADA
Delivery Address: 1500 - 701 WEST GEORGIA STREET VANCOUVER BC V7Y 1K8 CANADA

NO OFFICER INFORMATION FILED AS AT October 06, 2017.

Date and Time: January 8, 2018 10:35 AM Pacific Time



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Annual Report

BC COMPANY

FORM 6
BUSINESS CORPORATIONS ACT
Section 51

Filed Date and Time: January 8, 2018 10:35 AM Pacific Time

ANNUAL REPORT DETAILS

NAME OF COMPANY

WHITESIDE CAPITAL CORPORATION
1700 - 666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

INCORPORATION NUMBER
BC1015678

DATE OF RECOGNITION
October 6, 2014

DATE OF ANNUAL REPORT
(ANNIVERSARY DATE OF RECOGNITION IN BC)
October 6, 2017

NO OFFICER INFORMATION FILED.

**CENTRAL SECURITIES REGISTER
WHITESIDE CAPITAL CORPORATION
Common Shares**

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company		
							Cash or Other	Cash	Paid Per Share Other Than Cash Particulars [Cancel details]
Oct 6, 2014	Oct 6, 2014	Kaitlyn Greschner 1820 - 925 West Georgia Street Vancouver, BC V6C 3L2 (Incorporator)	10	Allotment (10)		No Cert.	Cash	\$0.001	[10 repurchased by company]
Oct 6, 2014	Dec 23, 2014	Bacchus Filing Inc. (now Delmont Holdings Ltd.) 1500 - 701 West Georgia Street Vancouver, BC V7Y 1K8	3,600,000	Allotment (3,600,000)		1	Cash	\$0.005	[500,000 transferred to Richard Horner (SC#8)] [300,000 transferred to Walter Whittaker (SC#9)] [400,000 transferred to Sherry Wittenberg (SC#10)] [500,000 transferred to Haywood Securities Inc. (SC#12)]

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company		
							Cash or Other	Paid Per Share	Other Than Cash Particulars [Cancel details]
Dec 15, 2014	Dec 23, 2014	Bacchus Filing Inc. (now Delmont Holdings Ltd.) 1500 - 701 West Georgia Street Vancouver, BC V7Y 1K8	1,900,000	Allotment (1,900,000)		2	Cash	\$0.02	[900,000 transferred to Hani John El Rayess (SC#4)] [300,000 transferred to Kathryn Decotiis (SC#5)] [150,000 transferred to Brian Gusko (SC#6)] [400,000 transferred to Ladasa Investments, Inc. (SC#7)] [150,000 transferred to Richard Horner (SC#8)]
Dec 15, 2014	Dec 31, 2014	Zoink Technologies Inc.	500,000	Allotment (500,000)		3	Other		Per Asset Purchase Agreement (deemed price per share of \$0.02) [500,000 transferred to RIL Distributors Inc. (SC#13)]
Dec 23, 2014	Mar 31, 2015	Hani John El Rayess 709 - 700 West Pender Street Vancouver, BC V6C 1G8	900,000	Transfer (900,000)	Bacchus Filing Inc. (now Delmont Holdings Ltd.) (SC#2)	4			[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company		
							Cash or Other	Paid Per Share	
								Cash	Other Than Cash Particulars
Dec 23, 2014	Mar 31, 2015	Kathryn Decotis 2508 Lawson Ave West Vancouver, BC V7V 2E9	300,000	Transfer (300,000)	Bacchus Filing Inc. (now Delmont Holdings Ltd.) (SC#2)	5			[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Dec 23, 2014	Mar 31, 2015	Brian Gusko 1607 - 1001 Homer Street Vancouver, BC V6B 1M9	150,000	Transfer (150,000)	Bacchus Filing Inc. (now Delmont Holdings Ltd.) (SC#2)	6			[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Dec 23, 2014	Mar 31, 2015	Ladasa Investments, Inc. 6857 Churchill Street Vancouver, BC V6P 5B4	400,000	Transfer (400,000)	Bacchus Filing Inc. (now Delmont Holdings Ltd.) (SC#2)	7			[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Dec 23, 2014	Mar 31, 2015	Richard Horner 664 Rue Des Villas Desmarchais St. Lazare, QC J7T 2M6	650,000	Transfer (650,000)	Bacchus Filing Inc. (now Delmont Holdings Ltd.) (SC#1, 2)	8			[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Dec 23, 2014	Mar 31, 2015	Walter Whittaker 2609 - 928 Homer Street Vancouver, BC V6B 1T7	300,000	Transfer (300,000)	Bacchus Filing Inc. (now Delmont Holdings Ltd.) (SC#1)	9			[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company		
							Cash or Other	Cash	Paid Per Share Other Than Cash Particulars [Cancel details]
Dec 23, 2014	Mar 31, 2015	Sherry Wittenberg 6857 Churchill Street Vancouver, BC V6P 5B4	400,000	Transfer (400,000)	Bacchus Filing Inc. (now Delmont Holdings Ltd.) (SC#1)	10			[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Dec 23, 2014	Dec 31, 2014	Bacchus Filing Inc. (now Delmont Holdings Ltd.) 1500 - 701 West Georgia Street Vancouver, BC V7Y 1K8	1,200,000	Balance remaining to vendor after sale		11			[550,000 transferred to RJL Distributors Inc. (SC#14) Balance to SC#15]
Dec 23, 2014	Feb 23, 2015	Haywood Securities Inc. 700 - 200 Burrard Street Vancouver, BC V6C 3L6	1,200,000	Transfer (1,200,000)	Bacchus Filing Inc. (now Delmont Holdings Ltd.) (SC#1)	12			[Split certificate]
Dec 31, 2014	Mar 31, 2015	RJL Distributors Inc. 2601 - 1277 Melville Street Vancouver, BC V6E 0A4	500,000	Transfer (500,000)	Zoink Technologies Inc. (SC#3)	13			[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Dec 31, 2014	Mar 31, 2015	RJL Distributors Inc. 2601 - 1277 Melville Street Vancouver, BC V6E 0A4	550,000	Transfer (550,000)	Bacchus Filing Inc. (now Delmont Holdings Ltd.) (SC#11)	14			[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Dec 31, 2014	Mar 25, 2015	Bacchus Filing Inc. (now Delmont Holdings Ltd.) 1500 - 701 West Georgia Street Vancouver, BC V7Y 1K8	650,000	Balance remaining after transfer	Self (SC#11)	15			[650,000 transferred to Penny Green (SC#51)]

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company		
							Cash or Other	Paid Per Share	Other Than Cash Particulars
Jan 28, 2015	Mar 31, 2015	Yury Erofeev 58 - 1175 Haro Street Vancouver, BC V6E 1E5	100,000	Allotment (100,000)		16	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Jan 28, 2015	Mar 31, 2015	Anastase E. Maragos 3779 W. Broadway Vancouver, BC V6R 2B9	500,000	Allotment (500,000)		17	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Jan 28, 2015	Mar 31, 2015	Usman Malik 27 Colombo Crescent Vaughan, ON L6A 0A3	100,000	Allotment (100,000)		18	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Jan 28, 2015	Mar 31, 2015	Taurus Crypto Services Inc. 170 - 422 Richards Street Vancouver, BC V6B 2Z4	500,000	Allotment (500,000)		19	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Jan 28, 2015	Mar 31, 2015	Aaron Vaithilingam 3961 William Street Burnaby, BC V5C 3J2	200,000	Allotment (200,000)		20	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company		
							Cash or Other	Paid Per Share	
								Cash	Other Than Cash Particulars
Jan 28, 2015	Mar 31, 2015	Janine Kroser 5854 Ross Street Vancouver, BC V5W 3L4	20,000	Allotment (20,000)		21	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 4, 2015	Mar 31, 2015	Haywood Securities Inc. 700 - 200 Burrard Street Vancouver, BC V6C 3L6	1,000,000	Allotment (1,000,000)		22	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 4, 2015	Mar 31, 2015	Canaccord Genuity Corp. in trust for Colton Neufeld Account #19K787A1 2200 - 609 Granville St. Vancouver, BC V7Y 1H2	100,000	Allotment (100,000)		23	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 4, 2015	Mar 31, 2015	Canaccord Genuity Corp. in trust for Cannon Bridge Capital Corp. 2200 - 609 Granville St. Vancouver, BC V7Y 1H2	100,000	Allotment (100,000)		24	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 4, 2015	Mar 31, 2015	Canaccord Genuity Corp. in trust for William Panenka Account #20B587A1 2200 - 609 Granville St. Vancouver, BC V7Y 1H2	300,000	Allotment (300,000)		25	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]

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							Cash or Other	Paid Per Share	
								Cash	Other Than Cash Particulars [Cancel details]
Feb 4, 2015	Mar 31, 2015	Canaccord Genuity Corp. in trust for Stephen Stanley Account #20A804A1 2200 - 609 Granville St. Vancouver, BC V7Y 1H2	100,000	Allotment (100,000)		26	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 4, 2015	Mar 31, 2015	Jordan Capital Markets Inc. #1920 - 1075 W Georgia Street Vancouver, BC V6E 3C9	1,480,000	Allotment (1,480,000)		27	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 4, 2015	Mar 31, 2015	PI Financial Corp. IIF Bryan Henry 1900 - 666 Burrard Street Vancouver, BC V6C 3N1	150,000	Allotment (150,000)		28	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 4, 2015	Mar 31, 2015	PI Financial Corp. IIF Currie Capital Corp. 1900 - 666 Burrard Street Vancouver, BC V6C 3N1	50,000	Allotment (50,000)		29	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 5, 2015	Mar 31, 2015	Wolverton Securities Ltd. 1700 - 777 Dunsmuir Street Vancouver, BC V7Y 1J5	621,500	Allotment (621,500)		30	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company		
							Cash or Other	Paid Per Share	Other Than Cash Particulars [Cancel details]
Feb 5, 2015	Mar 31, 2015	Gundy Co. in trust for MIMCAP International Inc. SPC 161 Bay Street Toronto, ON M5J 2S8	250,000	Allotment (250,000)		31	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 5, 2015	Mar 31, 2015	Boddy & Co. Investments Ltd. 302-1620 West 8th Ave. Vancouver, BC V6J 1V4	200,000	Allotment (200,000)		32	Other	\$0.30	Conversion of debt [Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 5, 2015	Mar 31, 2015	Brandon Boddy 302-1620 West 8th Ave. Vancouver, BC V6J 1V4	200,000	Allotment (200,000)		33	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 5, 2015	Mar 31, 2015	Bridgemark Financial Corp. 800 - 1199 West Hastings Street Vancouver, BC V6E 3T5	1,100,000	Allotment (1,100,000)		34	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 5, 2015	Mar 31, 2015	Despina Hill 2302 Palmerston Avenue West Vancouver, BC V7V 2W1	100,000	Allotment (100,000)		35	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company		
							Cash or Other	Paid Per Share	
								Cash	Other Than Cash Particulars [Cancel details]
Feb 5, 2015	Mar 31, 2015	Sherry Wittenberg 6857 Churchill Street Vancouver, BC V6P 5B4	250,000	Allotment (250,000)		36	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 5, 2015	Mar 31, 2015	Ladasa Investments, Inc. 6857 Churchill Street Vancouver, BC V6P 5B4	250,000	Allotment (250,000)		37	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 5, 2015	Mar 31, 2015	Carlos Cervantes 2302 - 1372 Seymour Street Vancouver, BC V6B 0L1	50,000	Allotment (50,000)		38	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 5, 2015	Mar 31, 2015	Cheryl Cotten 36 Wexford Court Belleville, ON K8N 4Z4	250,000	Allotment (250,000)		39	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 5, 2015	Mar 31, 2015	Vladislav Agou 103-1075 Marine Drive North Vancouver, BC V7P 3T6	360,000	Allotment (360,000)		40	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company		
							Cash or Other	Paid Per Share	Other Than Cash Particulars [Cancel details]
Feb 5, 2015	Mar 31, 2015	El Mahfoud Afilal 5420 York Drive Prince George, BC V2N 2A5	55,000	Allotment (55,000)		41	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 5, 2015	Mar 31, 2015	Jammi Sarin Kumar 10420 McLennan Place Richmond, BC V6X 3G8	40,000	Allotment (40,000)		42	Cash	\$0.10	[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 11, 2015	Mar 31, 2015	Gerald Cotten 1500 - 701 West Georgia Street Vancouver, BC V7Y 1K8	16,800,000	Allotment (16,800,000)		43	Other		Per Amendment #1 to Share Exchange Agreement dated February 11, 2015 [Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 11, 2015	Mar 31, 2015	Lovie Horner 2304 - 838 West Hastings Street Vancouver, BC V6G 3J4	4,200,000	Allotment (4,200,000)		44	Other		Per Amendment #1 to Share Exchange Agreement dated Feb. 11, 2015 [Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company		
							Cash or Other	Cash	Other Than Cash Particulars [Cancel details]
Feb 11, 2015	Mar 31, 2015	Tavistock Capital Corp. 3204 - 1188 West Pender Street Vancouver, BC V6E 2P4	500,000	Allotment (500,000)		45	Other		Per Finder's Fee Agreement dated Nov. 4, 2014 [Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 11, 2015	Mar 31, 2015	Hani John El Rayess 709 - 700 West Pender Street Vancouver, BC V6C 1G8	500,000	Allotment (500,000)		46	Other		Per Finder's Fee Agreement dated Nov. 4, 2014 [Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 11, 2015	Mar 31, 2015	Echo Trading & Asset Services S.A. Trust Complex Ajeltake Road Ajeltake Island Majuro, Marshall Islands MH96960	680,000	Allotment (680,000)		47	Other		Per Consulting Agreement dated Nov. 1, 2014 [Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Feb 23, 2015	Mar 13, 2015	Haywood Securities Inc. 700 - 200 Burrard Street Vancouver, BC V6C 3L6	200,000	Split certificate		48			{200,000 transferred to GMP Securities LP in trust for Jeremy Ross (SC#50)}

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company		
							Cash or Other	Cash	Other Than Cash Particulars [Cancel details]
Feb 23, 2015	Mar 31, 2015	Haywood Securities Inc. 700 - 200 Burrard Street Vancouver, BC V6C 3L6	1,000,000	Split certificate		49			[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Mar 13, 2015	Mar 31, 2015	GMP Securities LP in trust for Jeremy Ross 145 King Street West, Suite 300 Toronto, ON M5H 1J8	200,000	Transfer (200,000)	Haywood Securities Inc. (SC#48)	50			[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]
Mar 25, 2015	Mar 31, 2015	Penny Green 1820 Cathedral Place 925 West Georgia Street Vancouver, BC V6C 3L2	650,000	Transfer (650,000)	Delmont Holdings Ltd. (SC#15)	51			[Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares (SC#52)]

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company		
							Cash or Other	Cash [*]	Paid Per Share Other Than Cash Particulars [Cancel details]
Mar 31, 2015		Quadriga Fintech Solutions Corp. 1500 - 409 Granville Street Vancouver, BC V6C 1T2	37,106,500	Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. shares	Janine Kroser (SC#21) Jammi Sarin Kumar (SC#42) PI Financial Corp. ITF Currie Capital Corp. (SC#29) Carlos Cervantes (SC#38) El Mahfoud Afifal (SC#41) Yury Erofeev (SC#16) Usman Malik (SC#18) Canaccord Genuity Corp. in trust for Colton Neufeld Account #19K787A1 (SC#23) Canaccord Genuity Corp. in trust for Cannon Bridge Capital Corp. (SC#24) Canaccord Genuity Corp. in trust for Stephen Stanley Account #20A804A1 (SC#26) Despina Hill (SC#35) Brian Gusko (SC#6) PI Financial Corp. ITF Bryan Henry (SC#28) Aaron	52			

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company			
							Cash or Other	Cash	Paid Per Share Other Than Cash Particulars [Cancel details]	
Total issued:							37,106,500			

WARRANT REGISTER

WHITESIDE CAPITAL CORPORATION

Warrants

Last Updated: November 5, 2015

Warrant Certificate Number	Name and Address of Registered Holder (name of Beneficial Holder if different)	Underlying Common Shares	Exercise Price	Grant Date	Expiry Date	Date Exercised or Transferred	Number Exercised or Transferred	Balance
20150203-1	Usman Malik 27 Colombo Crescent Vaughan, ON L6A 0A3	50,000	\$0.30	Jan. 27, 2015	Jan. 27, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150203-2	Yury Erofeev 58 - 1175 Haro Street Vancouver, BC V6E 1E5	50,000	\$0.30	Jan. 27, 2015	Jan. 27, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150203-3	Anastase E. Maragos 3779 W. Broadway Vancouver, BC V6R 2B9	250,000	\$0.30	Jan. 27, 2015	Jan. 27, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150203-4	Taurus Crypto Services Inc. 170 - 422 Richards Street Vancouver, BC V6B 2Z4	250,000	\$0.30	Jan. 27, 2015	Jan. 27, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150203-5	Aaron Vaithilingam 3961 William Street Burnaby, BC V5C 3J2	100,000	\$0.30	Jan. 27, 2015	Jan. 27, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150203-6	Janine Kroser 5854 Ross Street Vancouver, BC V5W 3L4	10,000	\$0.30	Jan. 28, 2015	Jan. 28, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150203-7	Haywood Securities Inc. 700 - 200 Burrard Street Vancouver, BC V6C 3L6	250,000	\$0.30	Feb. 4, 2015	Feb. 4, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0

Warrant Certificate Number	Name and Address of Registered Holder (name of Beneficial Holder if different)	Underlying Common Shares	Exercise Price	Grant Date	Expiry Date	Date Exercised or Transferred	Number Exercised or Transferred	Balance
20150203-8	Haywood Securities Inc. 700 - 200 Burrard Street Vancouver, BC V6C 3L6	250,000	\$0.30	Feb. 4, 2015	Feb. 4, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150203-9	Canaccord Genuity Corp. in trust for Colton Neufeld Account #19K787A1 2200 - 609 Granville St. Vancouver, BC V7Y 1H2	50,000	\$0.30	Feb. 4, 2015	Feb. 4, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150203-10	Canaccord Genuity Corp. in trust for Cannon Bridge Capital Corp. 2200 - 609 Granville St. Vancouver, BC V7Y 1H2	50,000	\$0.30	Feb. 4, 2015	Feb. 4, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150203-11	Canaccord Genuity Corp. in trust for William Panenka Account #20B587A1 2200 - 609 Granville St. Vancouver, BC V7Y 1H2	150,000	\$0.30	Feb. 4, 2015	Feb. 4, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150203-12	Canaccord Genuity Corp. in trust for Stephen Stanley Account #20A804A1 2200 - 609 Granville St. Vancouver, BC V7Y 1H2	50,000	\$0.30	Feb. 4, 2015	Feb. 4, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150203-13	Jordan Capital Markets Inc. #1920 - 1075 W Georgia Street Vancouver, BC V6E 3C9	740,000	\$0.30	Feb. 4, 2015	Feb. 4, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150203-14	PI Financial Corp. JTF Bryan Henry 1900 - 666 Burrard Street Vancouver, BC V6C 3N1	75,000	\$0.30	Feb. 4, 2015	Feb. 4, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0

Warrant Certificate Number	Name and Address of Registered Holder (name of Beneficial Holder if different)	Underlying Common Shares	Exercise Price	Grant Date	Expiry Date	Date Exercised or Transferred	Number Exercised or Transferred	Balance
20150203-15	PI Financial Corp. ITF Currie Capital Corp. 1900 - 666 Burrard Street Vancouver, BC V6C 3N1	25,000	\$0.30	Feb. 4, 2015	Feb. 4, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150203-16	Wolverton Securities Ltd. 1700 - 777 Dunsmuir Street Vancouver, BC V7Y 1J5	310,750	\$0.30	Feb. 5, 2015	Feb. 5, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150203-17	Gundy Co. in trust for MMCAP International Inc. SPC 161 Bay Street Toronto, ON M5J 2S8	125,000	\$0.30	Feb. 5, 2015	Feb. 5, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150211-18	Brandon Boddy 302-1620 West 8th Ave. Vancouver, BC V6J 1V4	100,000	\$0.30	Feb. 11, 2015	Feb. 11, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
201502 11- 19	Bridgemark Financial Corp. 800 - 1199 West Hastings Street Vancouver, BC V6E 3T5	550,000	\$0.30	Feb. 11, 2015	Feb. 11, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150211-20	Despina Hill 2302 Palmerston Avenue West Vancouver, BC V7V 2W1	50,000	\$0.30	Feb. 11, 2015	Feb. 11, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150211-21	Sherry Wittenberg 6857 Churchill Street Vancouver, BC V6P 5B4	125,000	\$0.30	Feb. 11, 2015	Feb. 11, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150211-22	Ladaca Investments, Inc. 6857 Churchill Street Vancouver, BC V6P 5B4	125,000	\$0.30	Feb. 11, 2015	Feb. 11, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150211-23	Carlos Cervantes 2302 - 1372 Seymour Street Vancouver, BC V6B 0L1	25,000	\$0.30	Feb. 11, 2015	Feb. 11, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0

Warrant Certificate Number	Name and Address of Registered Holder (name of Beneficial Holder if different)	Underlying Common Shares	Exercise Price	Grant Date	Expiry Date	Date Exercised or Transferred	Number Exercised or Transferred	Balance
20150211-24	Cheryl Cotten 36 Wexford Court Belleville, ON K8N 4Z4	125,000	\$0.30	Feb. 11, 2015	Feb. 11, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150211-25	Vladislav Agou 103-1075 Marine Drive North Vancouver, BC V7P 3T6	180,000	\$0.30	Feb. 11, 2015	Feb. 11, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150211-26	El Mahfoud Afilal 5420 York Drive Prince George, BC V2N 2A5	27,500	\$0.30	Feb. 11, 2015	Feb. 11, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
20150211-27	Jammi Sarin Kumar 10420 McLennan Place Richmond, BC V6X 3G8	20,000	\$0.30	Feb. 11, 2015	Feb. 11, 2016	Cancelled Mar. 31/15 Per Plan of Arrangement, 1:1 exchange for Quadriga Fintech Solutions Corp. warrants		0
TOTAL		4,113,250						0

**REGISTER OF DIRECTORS
(Section 126)**

WHITESIDE CAPITAL CORPORATION

Full Name	Prescribed Address	Date Appointed	Date Ceased	OFFICE HELD		
				Office	Date Appointed	Date Ceased
Penny Green	Delivery address: 1820 Cathedral Place 925 West Georgia Street Vancouver, BC V6C 3L2	Oct 21, 2014	Dec 23, 2014	Chief Financial Officer	Oct 21, 2014	Dec 23, 2014
Jacques Martel	Delivery address: #318 - 1008 Homer Street Vancouver, BC V6B 2X1	Oct 6, 2014 Nov 10, 2014	Oct 21, 2014 May 21, 2015	President	Oct 6, 2014	Oct 21, 2014
Gerald Cottien	Delivery address: 1500 - 701 West Georgia Street Vancouver, BC V7Y 1G5	May 21, 2015		Chief Executive Officer	Oct 6, 2014	Oct 21, 2014
Lovie Horner	Delivery address: 2304 - 838 West Hastings Street Vancouver, BC V6G 3J4	** OFFICER	ONLY **	President	Jan 5, 2015	
Natasha Tsai	Delivery address: 880 - 580 Hornby Street Vancouver, BC V6C 3B6	** OFFICER	ONLY **	Chief Executive Officer	Jan 5, 2015	
				Chief Executive Officer	Jan 5, 2015	
				Vice President of Business Development	Jan 5, 2015	
				Chief Financial Officer	Mar 18, 2015	

Tab C

This is Exhibit "C" to the Affidavit of Jennifer
Robertson, sworn before me on the 30th day of
January, 2019



Richard S. Niedermayer
A Barrister of the Supreme Court of Nova
Scotia



BC Company Summary

For
0984750 B.C. LTD.

Date and Time of Search: January 28, 2019 12:38 PM Pacific Time
Currency Date: November 23, 2018

ACTIVE

Incorporation Number: BC0984750
Name of Company: 0984750 B.C. LTD.
Recognition Date and Time: Incorporated on November 04, 2013 08:57 AM Pacific Time In Liquidation: No
Last Annual Report Filed: November 04, 2017 Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address: 1500 - 409 GRANVILLE STREET
VANCOUVER BC V6C 1T2
CANADA
Delivery Address: 1500 - 409 GRANVILLE STREET
VANCOUVER BC V6C 1T2
CANADA

RECORDS OFFICE INFORMATION

Mailing Address: 1500 - 409 GRANVILLE STREET
VANCOUVER BC V6C 1T2
CANADA
Delivery Address: 1500 - 409 GRANVILLE STREET
VANCOUVER BC V6C 1T2
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Cotten, Gerald

Mailing Address: 1500 - 701 WEST GEORGIA STREET
VANCOUVER BC V7Y 1K8
CANADA
Delivery Address: 1500 - 701 WEST GEORGIA STREET
VANCOUVER BC V7Y 1K8
CANADA

NO OFFICER INFORMATION FILED AS AT November 04, 2017.

DUPLICATE

Number: BC0984750



**CERTIFICATE
OF
INCORPORATION**

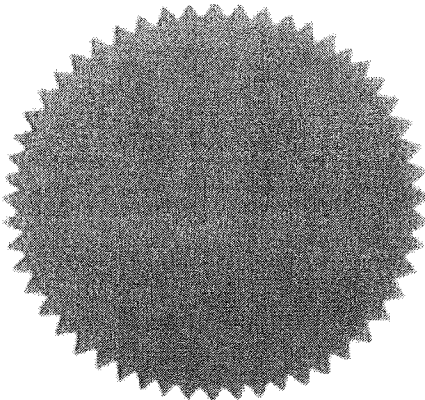
BUSINESS CORPORATIONS ACT

I Hereby Certify that 0984750 B.C. LTD. was incorporated under the Business Corporations Act on November 4, 2013 at 08:57 AM Pacific Time.

*Issued under my hand at Victoria, British Columbia
On November 4, 2013*

A handwritten signature in cursive script, appearing to read "Carol Prest".

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada



Date and Time: October 5, 2015 10:05 AM Pacific Time



**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Change of Address

FORM 2
BUSINESS CORPORATIONS ACT
Sections 35 & 36

<i>Filed Date and Time:</i>	October 5, 2015 10:05 AM Pacific Time
<i>Effective Date and Time of Filing:</i>	October 6, 2015 12:01 AM Pacific Time

Incorporation Number:

BC0984750

Name of Company:

0984750 B.C. LTD.

REGISTERED OFFICE INFORMATION

Mailing Address:

1700 - 666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:

1700 - 666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

1700 - 666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:

1700 - 666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA



Registry Services

NOTICE OF CHANGE OF ADDRESS

FORM 2 – BC COMPANY
Sections 35 & 36
Business Corporations Act

Telephone: 1 877 526-1526
www.bcregistryservices.gov.bc.ca

DO NOT MAIL THIS FORM to the BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA) Personal information provided on this form is collected, used and disclosed under the authority of the FOIPPA and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3

Filing Fee for paper filing: \$20.00
If you are instructed by registry staff to mail this form to the Corporate Registry, submit this form with a cheque or money order made payable to the Minister of Finance or provide the registry with authorization to debit the fee from your BC OnLine Deposit Account. Please pay in Canadian dollars or in the equivalent amount of US funds.

A. INCORPORATION NUMBER OF COMPANY

BC0984750

B. NAME OF COMPANY

0984750 B.C. LTD.

C. REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE

Suite 1700, Park Place, 666 Burrard Street, Vancouver, BC V6C 2X8

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE

Suite 1700, Park Place, 666 Burrard Street, Vancouver, BC V6C 2X8

D. RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE

Suite 1700, Park Place, 666 Burrard Street, Vancouver, BC V6C 2X8

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE

Suite 1700, Park Place, 666 Burrard Street, Vancouver, BC V6C 2X8

E. CERTIFIED CORRECT – I have read this form and found it to be correct

The Notice of Change of Address takes effect at the beginning of the day (12:01 a.m. Pacific Time) following the date on which this notice is filed with the registrar.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE COMPANY

Gerrit Cotton

SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE COMPANY

X

DATE SIGNED

YYYY/MM/DD

2015/09/29

AMENDED



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

CERTIFIED COPY

Of a Document filed with the Province of
British Columbia Registrar of Companies

Notice of Articles

BUSINESS CORPORATIONS ACT

CAROL PREST

This Notice of Articles was issued by the Registrar on: October 6, 2015 12:01 AM Pacific Time

Incorporation Number: BC0984750

Recognition Date and Time: Incorporated on November 4, 2013 08:57 AM Pacific Time

NOTICE OF ARTICLES

Name of Company:

0984750 B.C. LTD.

REGISTERED OFFICE INFORMATION

Mailing Address:

1700 - 666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:

1700 - 666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

1700 - 666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:

1700 - 666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Cotten, Gerald

Mailing Address:

416-280, NELSON ST,
VANCOUVER BC V6B 2E2
CANADA

Delivery Address:

416-280, NELSON ST,
VANCOUVER BC V6B 2E2
CANADA

AUTHORIZED SHARE STRUCTURE

1.	No Maximum	Common Shares	Without Par Value	With Special Rights or Restrictions attached
2.	No Maximum	Class A Shares	Without Par Value	With Special Rights or Restrictions attached
3.	No Maximum	Class B Shares	Without Par Value	With Special Rights or Restrictions attached

AMENDED

Date and Time: November 24, 2014 04:19 PM Pacific Time



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Articles

BUSINESS CORPORATIONS ACT

This Notice of Articles was issued by the Registrar on: November 4, 2013 08:57 AM Pacific Time

Incorporation Number: BC0984750

Recognition Date and Time: Incorporated on November 4, 2013 08:57 AM Pacific Time

NOTICE OF ARTICLES

Name of Company:

0984750 B.C. LTD.

REGISTERED OFFICE INFORMATION

Mailing Address:

416-280, NELSON ST.
VANCOUVER BC V6B 2E2
CANADA

Delivery Address:

416-280, NELSON ST.
VANCOUVER BC V6B 2E2
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

416-280, NELSON ST.
VANCOUVER BC V6B 2E2
CANADA

Delivery Address:

416-280, NELSON ST.
VANCOUVER BC V6B 2E2
CANADA

DIRECTOR INFORMATION

st Name, First Name, Middle Name:
Cotten, Gerald

Mailing Address:
416-280, NELSON ST,
VANCOUVER BC V6B 2E2
CANADA

Delivery Address:
416-280, NELSON ST,
VANCOUVER BC V6B 2E2
CANADA

AUTHORIZED SHARE STRUCTURE

1.	No Maximum	Common Shares	Without Par Value
			With Special Rights or Restrictions attached

2.	No Maximum	Class A Shares	Without Par Value
			With Special Rights or Restrictions attached

3.	No Maximum	Class B Shares	Without Par Value
			With Special Rights or Restrictions attached



Incorporation Application

FORM 1 BUSINESS CORPORATIONS ACT Section 10

CERTIFIED COPY Of a Document filed with the Province of British Columbia Registrar of Companies

Handwritten signature of Carol Prest

CAROL PREST

FILING DETAILS: Incorporation Application for: 0984750 B.C. LTD. Incorporation Number: BC0984750 Filed Date and Time: November 4, 2013 08:57 AM Pacific Time Recognition Date and Time: Incorporated on November 4, 2013 08:57 AM Pacific Time

INCORPORATION APPLICATION

Name Reservation Number: N/A

Name Reserved: The company is to be incorporated with a name created by adding "B.C. LTD" after the incorporation number.

INCORPORATION EFFECTIVE DATE:

The incorporation is to take effect at the time that this application is filed with the Registrar.

INCORPORATOR INFORMATION

Last Name, First Name, Middle Name: Cohen, Gerald

Mailing Address: 416-280, NELSON ST, VANCOUVER BC V6B 2E2 CANADA

COMPLETING PARTY

Last Name, First Name, Middle Name:
Cotten, Gerald

Mailing Address:
416-280, NELSON ST,
VANCOUVER BC V6B 2E2
CANADA

Completing Party Statement

I, Gerald Cotten, the completing party, have examined the articles and the incorporation agreement applicable to the company that is to be incorporated by the filing of the Incorporation Application and confirm that:

- a) the Articles and the Incorporation Agreement both contain a signature line for each person identified as an incorporator in the Incorporation Application with the name of that person set out legibly under the signature lines,
- b) an original signature has been placed on each of those signature lines, and
- c) I have no reason to believe that the signature placed on a signature line is not the signature of the person whose name is set out under that signature line.

NOTICE OF ARTICLES

Name of Company:
0984750 B.C. LTD.

REGISTERED OFFICE INFORMATION

Mailing Address:
416-280, NELSON ST.
VANCOUVER BC V6B 2E2
CANADA

Delivery Address:
416-280, NELSON ST.
VANCOUVER BC V6B 2E2
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
416-280, NELSON ST.
VANCOUVER BC V6B 2E2
CANADA

Delivery Address:
416-280, NELSON ST.
VANCOUVER BC V6B 2E2
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Cotten, Gerald

Mailing Address:
416-280, NELSON ST,
VANCOUVER BC V6B 2E2
CANADA

Delivery Address:
416-280, NELSON ST,
VANCOUVER BC V6B 2E2
CANADA

AUTHORIZED SHARE STRUCTURE

No Maximum

Common Shares

Without Par Value

With Special Rights or
Restrictions attached

2. No Maximum

Class A Shares

Without Par Value

With Special Rights or
Restrictions attached

3. No Maximum

Class B Shares

Without Par Value

With Special Rights or
Restrictions attached

STATEMENT OF REGISTRATION
SOLE PROPRIETORSHIP



Mailing Address:
PO BOX 9431 Stn Prov Govt
Victoria BC V8W 9V3
Location:
2nd Floor - 940 Blanshard Street
Victoria BC

Internet: www.bcregistryservices.gov.bc.ca
and www.bcbusinessregistry.ca

Phone: 1 877 526-1526

The Registrar of Companies certifies the following is the information provided
in the Statement of Registration at the time it was filed.

A. Name and Return Mailing Address for the person submitting this statement of registration

0984750 BC LTD
140-332 Water Street
Vancouver BC V6B 1B6

FILED and REGISTERED
January 28, 2014
REGISTRAR OF COMPANIES

Corporate Registry Number
FM0625534

National Business Number
83249 6830 BC0002

B. Information on the business being registered:

BUSINESS NAME
QUADRIGA CX

NAME REQUEST NUMBER
NR 0780080

Note: The registration of a business under the *Partnership Act* does not provide any protection for that name.

BUSINESS ADDRESS
140 - 332 WATER ST
VANCOUVER BC V6B 1B6

MAILING ADDRESS
140 - 332 WATER ST
VANCOUVER BC V6B 1B6

BUSINESS CONTACT INFORMATION

START DATE OF BUSINESS IN
BRITISH COLUMBIA

DESCRIBE NATURE OF BUSINESS
Internet Shopping [NAICS-454111]

YYYY MM DD
2014 01 01

C. Proprietorship - The person listed below is the only member of the Sole Proprietorship.

PROPRIETOR NAME

ADDRESS

0984750 B.C. LTD.

140-332 Water Street
Vancouver BC V6B 1B6

10.00 PAID BY CREDIT CARD - VISA
Receipt Number: 259239
Internet
Session ID: 1391638

It is an offence to make or assist in making a false or misleading
statement in a record filed under the Partnership Act. A person who
commits this offence is subject to a maximum fine of \$5,000.00.



Date and Time: November 14, 2018 02:40 PM Pacific Time



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Annual Report

BC COMPANY

FORM 6
BUSINESS CORPORATIONS ACT
Section 51

Da

Filed Date and Time: November 14, 2018 02:39 PM Pacific Time

ANNUAL REPORT DETAILS

NAME OF COMPANY

0984750 B.C. LTD.
1500 - 409 GRANVILLE STREET
VANCOUVER BC V6C 1T2
CANADA

INCORPORATION NUMBER
BC0984750

DATE OF RECOGNITION
November 4, 2013

DATE OF ANNUAL REPORT
(ANNIVERSARY DATE OF RECOGNITION IN BC)
November 4, 2017

NO OFFICER INFORMATION FILED .

CENTRAL SECURITIES REGISTER

0984750 B.C. LTD.

Common Shares

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company		
							Cash or Other	Paid Per Share	Other Than Cash Particulars
Nov 4, 2013	Oct 28, 2014	Gerald Cotten 1500 - 701 West Georgia Street Vancouver, BC V7Y 1K8 (Incorporator)	100	Allotment (100)		1	Cash	\$1.00	[20 transferred to Lovie Horner (SC#2) Balance to SC#3]
Oct 28, 2014	Feb 11, 2015	Lovie Horner 2304 - 838 West Hastings Street Vancouver, BC V6G 3J4	20	Transfer (20)	Gerald Cotten (SC#1)	2			[20 transferred to Whiteside Capital Corporation (SC#4)]
Oct 28, 2014	Feb 11, 2015	Gerald Cotten 1500 - 701 West Georgia Street Vancouver, BC V7Y 1K8	80	Balance remaining after transfer	Self (SC#1)	3			[80 transferred to Whiteside Capital Corporation (SC#5)]
Feb 11, 2015		Whiteside Capital Corporation 1500 - 409 Granville Street Vancouver, BC V6C 1T2	20	Transfer (20)	Lovie Horner (SC#2)	4			
Feb 11, 2015		Whiteside Capital Corporation 1500 - 409 Granville Street Vancouver, BC V6C 1T2	80	Transfer (80)	Gerald Cotten (SC#3)	5			
							Total issued: 100		

CENTRAL SECURITIES REGISTER

0984750 B.C. LTD.

Class A Shares

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company		
							Cash or Other	Cash	Paid Per Share Other Than Cash Particulars <i>[Cancel details]</i>
Total issued:							0		

CENTRAL SECURITIES REGISTER

0984750 B.C. LTD.

Class B Shares

Date Share Certificate Issued	Date Share Certificate Cancelled	Full Name and Address of Shareholder	Number of Shares	Acquired by Allotment, Conversion, Transfer (or)	If Transferred, from whom	Cert. No.	Consideration Paid to Company			
							Cash or Other	Cash	Paid Per Share Other Than Cash Particulars <i>[Cancel details]</i>	
Total issued:							0			

**REGISTER OF DIRECTORS
(Section 126)**

0984750 B.C. LTD.

Full Name	Prescribed Address	Date Appointed	Date Ceased	OFFICE HELD		
				Office	Date Appointed	Date Ceased
Gerald Cotten	Delivery address: 1500 - 701 West Georgia Street Vancouver, BC V7Y 1K8	Nov 4, 2013		President	Nov 4, 2013	
				Secretary	Nov 4, 2013	
Natasha Tsai	Delivery address: 880 - 580 Hornby Street Vancouver, BC V6C 3B6	** OFFICER	ONLY **	Chief Financial Officer	Mar 18, 2015	

PROVINCE OF BRITISH COLUMBIA

ARTICLES OF

0984750 B.C. Ltd.

BC0984750
(the "Company")

The Company here adopts as its articles, Table "1" (Part 15 in the Regulations to the *Business Corporations Act* of the Province of British Columbia, adopted by Order in Council 201 on February 26, 2004, except with the following addition:

Part - 21 Special Rights and Restrictions

21.1 The holders of the common shares are entitled:

(a) To vote at all meetings of members, except meetings at which only holders of a specified class of shares are entitled to vote;

(b) To receive any dividend declared by the Company on the common shares; and

(c) Subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Company, to receive the remaining property of the Company upon dissolution, liquidation or winding-up of the Company.

The Company may at any time and from time to time purchase any issued common shares outstanding from any holder of the same, and such purchase need not be made pro rata from the holders of such shares.

21.2 The rights, privileges, restrictions and conditions attaching to the Class A preferred shares shall be as follows:

(a) The holders of the Class A preferred shares, in the discretion of the directors of the Company, shall be entitled in any year, out of the profits or surplus available for dividends, to receive non-cumulative dividends in such amount as may be determined by the directors in any year, but not exceeding twelve percent (12%) per annum of the redemption price for such shares, payable on such terms and at such time as the same may be declared by the directors of the Company in their discretion, and no more; provided that, in any year, the directors of the Company may declare dividends in respect of any other class of shares of the Company, in their discretion, without so declaring dividends on the Class A preferred shares and vice versa.

(b) For the purposes hereof, the term "redemption price" for any Class A preferred share shall mean: (i) Where such share was issued for money, the amount for which such share was issued; or (ii) Where such share was issued in whole or in part for a consideration other than money, then the amount in money (if any) paid for the issue of such share, plus an amount equal to the fair market value of such other consideration received; such fair market value shall be calculated as at the date of issue of such share and shall be determined in accordance with recognized standards of valuation.

The redemption price shall be reduced by the amount of any return of capital paid to the holder of any Class A preferred share as of the date of such return of capital.

(c) In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, the holders of the Class A preferred shares shall receive, before any distribution of the assets of the Company is made among the holders of the Class B preferred shares and common shares of the Company, an amount equal to the redemption price for such shares plus an amount equal to any dividends declared thereon but unpaid. The holders of the Class A preferred shares shall not be entitled to receive any amount other than or in excess of the amount hereinbefore provided for.

(d) Each holder of one (1) or more Class A preferred shares shall have the right, in his discretion and at all times, to demand that the Company redeem all or any of the said shares registered in the name of the holder in the books of the Company, by presenting to the Company, at its registered office, a share certificate representing the Class A preferred shares that the registered holder wishes the Company to redeem; the said certificate shall be accompanied by a written request indicating: (i) That the registered holder wishes all or part of the Class A preferred shares represented by the said certificate to be redeemed by the Company; and (ii) The date (providing that it is a working day) upon which the registered holder wishes his Class A preferred shares to be redeemed. However, the said date of redemption shall not at any time be fixed at less than thirty (30) days from the date of presentation of the request.

The receipt of the said certificate and the said request shall oblige the Company, on the date stipulated in the request, to redeem the said Class A preferred shares by paying to the said registered holder an amount equal to the redemption price for such shares plus all dividends declared on such shares but unpaid. Commencing from the date of redemption stipulated in the written request, the holders of the said Class A preferred shares shall not be entitled to exercise any rights attaching thereto, unless the payment is not made by the Company on the date of redemption stipulated in the request, in which case the rights of the holders of the shares in question shall not be affected in any manner.

(e) The Company may, upon giving notice as hereinafter provided, redeem, subject to the provisions of the *Business Corporations Act* (British Columbia), the whole or any part of the Class A preferred shares on payment for each share to be redeemed of an amount equal to the redemption price for such share plus all dividends declared on such share but unpaid. In the event that only a part of the Class A preferred shares is at any time to be redeemed, the shares to be redeemed shall be selected by lot, in such manner as the directors of the Company in their discretion shall decide, or, if the directors of the Company so determine, such shares may be redeemed pro rata, disregarding fractions. Notice of redemption shall be given by registered letter mailed to the holder of each share to be redeemed at least thirty (30) days before the date fixed for redemption. Such notice shall specify the date and place fixed for redemption and shall be mailed to the address of the holder as it appears at the time of mailing on the register of members kept by the Company. If such notice is duly given and an amount sufficient to redeem the shares is deposited with any trust company or chartered bank specified in such notice on or before the date fixed for redemption, dividends on the shares to be redeemed shall cease after the date fixed for redemption and the holders thereof shall thereafter have no rights against the Company in respect of such shares except, upon surrender of certificates for such shares, to receive payment out of the monies so deposited.

(f) The Company shall have the right, at its option, at any time and from time to time, to purchase (if obtainable) for cancellation, subject to the provisions of the *Business Corporations Act* (British Columbia), the whole or any part of the Class A preferred shares outstanding by invitation for tenders addressed to all holders of record of the Class A preferred shares outstanding, at the lowest price at which, in the opinion of the directors of the Company, such shares are obtainable, but not exceeding the redemption price for such shares, plus all dividends declared on such shares but unpaid; provided that, if more shares are tendered in response to such invitation than the Company is willing or able to purchase, the shares to be selected for purchase shall be so selected pro rata according to the holdings of the Class A preferred members who tender.

(g) The holders of the Class A preferred shares shall be entitled to receive notice of and to attend and vote at all meetings of the members of the Company and each such Class A preferred share shall confer the right to one (1) vote in person or by proxy.

21.3 The rights, privileges, restrictions and conditions attaching to the Class B preferred shares shall be as follows:

(a) The holders of the Class B preferred shares, in the discretion of the directors of the Company, shall be entitled in any year, out of the profits or surplus available for dividends, to receive non-cumulative dividends in such amount as may be determined by the directors in any year, but not exceeding thirteen percent (13%) per annum of the redemption price for such shares, payable on such terms and at such time as the same may be declared by the directors of the Company in their discretion, and no more; provided that, in any year, the directors of the Company may declare dividends in respect of any other class of shares of the Company, in their discretion, without so declaring dividends on the Class B preferred shares and vice versa.

(b) For the purposes hereof, the term "redemption price" for any Class B preferred share shall mean: (i) Where such share was issued for money, the amount for which such share was issued; or (ii) Where such share was issued in whole or in part for a consideration other than money, then the amount in money (if any) paid for the issue of such share, plus an amount equal to the fair market value of such other consideration received; such fair market value shall be calculated as at the date of issue of such share and shall be determined in accordance with recognized standards of valuation.

The redemption price shall be reduced by the amount of any return of capital paid to the holder of any Class B preferred share as of the date of such return of capital.

(c) In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, the Class B preferred shares shall rank junior to the Class A preferred shares, but the holders thereof shall receive, before any distribution of the assets of the Company is made among the holders of the common shares of the Company, an amount equal to the redemption price for such shares plus an amount equal to any dividends declared thereon but unpaid. The holders of the Class B preferred shares shall not be entitled to receive any amount other than or in excess of the amount hereinbefore provided for.

(d) The Company may, upon giving notice as hereinafter provided, redeem, subject to the provisions of the *Business Corporations Act* (British Columbia), the whole or any part of the Class B preferred shares on payment for each share to be redeemed of an amount equal to the redemption price for such share plus all dividends declared on such share but unpaid. In the event that only a part of the Class B preferred shares is at any time to be redeemed, the shares to be redeemed shall be selected by lot, in such manner as the directors of the Company in their discretion shall decide, or, if the directors of the Company so determine, such shares may be redeemed pro rata, disregarding fractions. Notice of redemption shall be given by registered letter mailed to the holder of each share to be redeemed at least thirty (30) days before the date fixed for redemption. Such notice shall specify the date and place fixed for redemption and shall be mailed to the address of the holder as it appears at the time of mailing on the register of members kept by the Company. If such notice is duly given and an amount sufficient to redeem the shares is deposited with any trust company or chartered bank specified in such notice on or before the date fixed for redemption, dividends on the shares to be redeemed shall cease after the date fixed for redemption and the holders thereof shall thereafter have no rights against the Company in respect of such shares except, upon surrender of certificates for such shares, to receive payment out of the monies so deposited.

(e) The Company shall have the right, at its option, at any time and from time to time, to purchase (if obtainable) for cancellation, subject to the provisions of the *Business Corporations Act* (British Columbia), the whole or any part of the Class B preferred shares outstanding by invitation for tenders addressed to all holders of record of the Class B preferred shares outstanding, at the lowest price at which, in the opinion of the directors of the Company, such shares are obtainable, but not exceeding the redemption price for such shares, plus all dividends declared on such shares but unpaid; provided that, if more shares are tendered in response to such invitation than the Company is willing or able to purchase, the shares to be selected for purchase shall be so selected pro rata according to the holdings of the Class B preferred members who tender.

(f) Subject to the provisions of paragraph (g) hereof, the holders of the Class B preferred shares shall have no right to receive notice of, attend or vote at any meeting of members of the Company.

Dated November 4, 2013.



Gerald Cotten

**INCORPORATION AGREEMENT between 0984750 B.C. LTD. (the "Company")
and Gerald Cotten DATED this November 4, 2013.**

The undersigned **Gerald Cotten** hereby subscribes for One Hundred (100) common shares in the capital of the Company at the price of \$1.00 per share for an aggregate consideration of \$100.00. Upon payment therefor and issuance thereof, please register the shares in the name of **Gerald Cotten**.

The undersigned Company hereby acknowledges that upon receipt of the sum of \$100.00 representing payment for One Hundred (100) common shares in the capital of the Company issued to **Gerald Cotten**, the Company will issue said shares to **Gerald Cotten**.

Gerald Cotten

0969438 B.C. LTD.

By:



Gerald Cotten

0984750 B.C. LTD.
(the "Company")

SHAREHOLDER RESOLUTIONS

The following resolutions are consented to in writing by the sole voting shareholder of the Company pursuant to the *Business Corporations Act* (British Columbia) as of November 4, 2016.

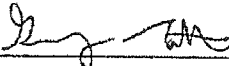
RESOLVED THAT:

1. The production and publication of the Company's financial statements for the financial year ended December 31, 2014 and December 31, 2015 are waived pursuant to section 200 of the *Business Corporations Act* (British Columbia).
2. The appointment of an auditor for the financial year ending December 31, 2016 is waived pursuant to section 203(2) of the *Business Corporations Act* (British Columbia).
3. All lawful contracts, acts, proceedings, appointments and payments made by the director of the Company during the last annual reference period and which have previously been disclosed to the shareholder, are approved, ratified and confirmed.
4. The number of directors of the Company is set at one (1).
5. Gerald Cotten, who has previously consented to act as director, is elected director of the Company for the next annual reference period or until a successor is appointed.
6. The date of these resolutions is selected as the annual reference date for the Company for its current annual reference period.

[Signature page follows]

These resolutions may be executed by inserting, attaching, or otherwise associating such person's electronic signature in, to or with such resolution (including causing any of the foregoing to occur), and the insertion, attachment or other association of such person's electronic signature will be conclusive evidence of such person's authorization of the foregoing.

Whiteside Capital Corporation

Per:  _____
Authorized Signatory

0984750 B.C. LTD.
(the "Company")

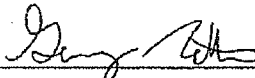
VOTING SHAREHOLDER RESOLUTIONS

The following resolutions are consented to in writing by the sole voting shareholder of the Company pursuant to the *Business Corporations Act* (British Columbia) as of November 4, 2015.

RESOLVED THAT:

1. The appointment of an auditor for the financial year ending December 31, 2015 is waived pursuant to section 203(2) of the Act.
2. All lawful contracts, acts, proceedings, appointments and payments made by the director of the Company during the last annual reference period and which have previously been disclosed to the shareholder, are approved, ratified and confirmed.
3. The number of directors of the Company is set at one (1).
4. Gerald Cotten, who has previously consented to act as director, is elected director of the Company for the next annual reference period or until a successor is appointed.
5. The date of these resolutions is selected as the annual reference date for the Company for its current annual reference period.

Whiteside Capital Corporation

Per: 
Authorized Signatory

CONSENT TO EXEMPTION FROM AUDIT PROVISIONS

TO: 0984750 B.C. LTD. (the "Company")

Pursuant to section 203 of the *Business Corporations Act* (British Columbia), the undersigned, being the sole shareholder of the Company, hereby consents that the Company shall be exempt regarding the appointment and duties of an auditor in respect of the Company's first financial year.

DATED this November 4, 2013.



GERALD COTTEN

RESOLUTIONS OF THE SOLE SHAREHOLDER

OF

0984750 B.C. LTD.
(the "Company")

Confirmation of Adoption of Articles

RESOLVED that the Articles of the Company, being the articles relating generally to the rules of conduct of the affairs of the Company, are hereby made as the articles of the Company.

Election of Directors

RESOLVED THAT the following person(s), having consented to act in such capacity, be and they are hereby elected directors of the Company, to hold until the close of the first annual meeting of the shareholders of the Company or until their successors have been duly elected or appointed:

Name

GERALD COTTEN

The foregoing resolutions are hereby consented to by the sole shareholder of the Company, pursuant to the *Business Corporations Act* (British Columbia), this November 4, 2013.



GERALD COTTEN

Tab D

This is Exhibit "D" to the Affidavit of Jennifer Robertson, sworn before me on the 30th day of January, 2019

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a horizontal line extending to the right.

Richard S. Niedermayer
A Barrister of the Supreme Court of Nova Scotia

HOLDER ID	CLASS	BALANCE	HOLDER ID	CLASS	BALANCE
C000000094 1907 PARKSIDE LANE NORTH VANCOUVER BC V7G 1X4	C01 ***	600.000000 600.000000 *	C0000001473 885 GEORGIA ST W SUITE 1500 VANCOUVER BC V6C 3E8	C01 ***	20,000.000000 20,000.000000 *
C000000108 1221 23RD ST W NORTH VANCOUVER BC V7P 2H5	C01 ***	600.000000 600.000000 *	C000000116 1221 23RD ST W NORTH VANCOUVER BC V7P 2H5	C01 ***	600.000000 600.000000 *
C000000591 5420 YORK DR PRINCE GEORGE BC V2N 2A5	C01 ***	55,000.000000 55,000.000000 *	C000000621 1075 MARINE DR SUITE 103 NORTH VANCOUVER BC V7P 3T6	C01 ***	360,000.000000 360,000.000000 *
C0000001171 1200 GEORGIA ST W SUITE 1906 VANCOUVER BC V6E 4R2	C01 ***	600.000000 600.000000 *	C0000001139 342 WATER ST 2ND FLOOR VANCOUVER BC V6B 1B6	C01 ***	600.000000 600.000000 *
C0000001155 4283 YUKON ST VANCOUVER BC V5Y 3Y4	C01 ***	600.000000 600.000000 *	C0000000132 343 8TH AVE E SUITE 213 VANCOUVER BC V5T 1S1	C01 ***	600.000000 600.000000 *
C0000001121 234 19TH ST W NORTH VANCOUVER BC V7M 1X5	C01 ***	600.000000 600.000000 *	C0000001201 154 17TH AVE E VANCOUVER BC V5V 1A4	C01 ***	600.000000 600.000000 *
C0000000434 1177 HASTINGS ST W SUITE 2000 VANCOUVER BC V6E 2K3	C01 ***	10,000.000000 10,000.000000 *	C0000000141 1620 8TH AVE W SUITE 302 VANCOUVER BC V6J 1V4	C01 ***	200,000.000000 200,000.000000 *
C0000000167 2271 SORRENTO DR COQUITLAM BC V3K 6P4	C01 ***	600.000000 600.000000 *	C0000000175 1620 8TH AVE W SUITE 302 VANCOUVER BC V6J 1V4	C01 ***	200,000.000000 200,000.000000 *
C0000000183 2271 SORRENTO DR COQUITLAM BC V3K 6P4	C01 ***	600.000000 600.000000 *	C0000000191 2986 COAST MERIDIAN RD SUITE 34 PORT COQUITLAM BC V3B 3M8	C01 ***	600.000000 600.000000 *

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HOLDER ID	CLASS	BALANCE	HOLDER ID	CLASS	BALANCE
C0000000205	C01 ***	500.000000	C0000000213	C01 ***	500.000000
2986 COAST MERIDIAN RD SUITE 34 PORT COQUITLAM BC V3B 3M8		500.000000 *	2986 COAST MERIDIAN RD SUITE 34 PORT COQUITLAM BC V3B 3M8		500.000000 *
C0000000779	C01 ***	500.000000	C0000001384	C01 ***	1,100,000.000000
181 ATHLETES WAY SUITE 101 VANCOUVER BC V5Y 0B5		500.000000 *	1199 HASTINGS ST W SUITE 800 VANCOUVER BC V6E 3T5		1,100,000.000000 *
C0000000981	C01 ***	500.000000	C0000000990	C01 ***	500.000000
1011 CORDOVA ST W SUITE 4005 VANCOUVER BC V6C 0B2		500.000000 *	40137 GOVERNMENT RD SUITE 14 SQUAMISH BC V8B 0N7		500.000000 *
C0000000230	C01 ***	500.000000	C0000000248	C01 ***	500.000000
4603 KINGSWAY SUITE 210 BURNABY BC V5H 4M4		500.000000 *	389 MOYNE DR WEST VANCOUVER BC V7S 1J7		500.000000 *
C0000000256	C01 ***	500.000000	C0000001112	C01 ***	500.000000
2119 BELLEVUE AVE SUITE 305 WEST VANCOUVER BC V7V 1C2		500.000000 *	1188 QUEBEC ST SUITE 806 VANCOUVER BC V6A 4B3		500.000000 *
C0000000264	C01 ***	500.000000	C0000000876	C01 ***	100,000.000000
480 ROBSON ST SUITE 701 VANCOUVER BC V6B 2B5		500.000000 *	CANACCORD GENUITY CORP TR 609 GRANVILLE STREET SUITE 2200 VANCOUVER BC V7Y 1H2		100,000.000000 *
C0000000906	C01 ***	100,000.000000	C0000000825	C01 ***	100,000.000000
CANACCORD GENUITY CORP TR 609 GRANVILLE STREET SUITE 2200 VANCOUVER BC V7Y 1H2		100,000.000000 *	CANACCORD GENUITY CORP TR 609 GRANVILLE STREET SUITE 2200 VANCOUVER BC V7Y 1H2		100,000.000000 *
C0000000922	C01 ***	300,000.000000	C0000001091	C01 ***	500.000000
CANACCORD GENUITY CORP TR 609 GRANVILLE STREET SUITE 2200 VANCOUVER BC V7Y 1H2		300,000.000000 *	19 18TH AVE W VANCOUVER BC V5Y 2A3		500.000000 *

HOLDER ID	CLASS	BALANCE	HOLDER ID	CLASS	BALANCE
S000000019 [REDACTED] NCI ACCOUNT 25 THE ESPLANADE PO BOX 1038 STN A TORONTO ON M5W 1G5	C01 ***	751,300.000000 751,300.000000 *	C0000000931 [REDACTED] 1372 SEYMOUR ST SUITE 2302 VANCOUVER BC V6B 0L1	C01 ***	50,000.000000 50,000.000000 *
C0000000795 [REDACTED] 1430 CRESTLAWN DR BURNABY BC V5B 3K1	C01 ***	600.000000 600.000000 *	C0000000272 [REDACTED] 1010 HOWE ST VANCOUVER BC V6Z 1P5	C01 ***	600.000000 600.000000 *
C0000000949 [REDACTED] 36 WEXFORD CRT BELLEVILLE ON K8N 4Z4	C01 ***	250,000.000000 250,000.000000 *	C0000000337 [REDACTED] GERALD COTTEN [REDACTED]	C01 ***	16,800,000.000000 16,800,000.000000 *
C0000000281 [REDACTED] 480 ROBSON ST SUITE 701 VANCOUVER BC V6B 2B5	C01 ***	600.000000 600.000000 *	C0000001368 [REDACTED] 2424 HAYWOOD AVE WEST VANCOUVER BC V7V 1Y1	C01 ***	150,000.000000 150,000.000000 *
C0000000957 [REDACTED] 2508 LAWSON AVE WEST VANCOUVER BC V7V 2E9	C01 ***	300,000.000000 300,000.000000 *	C0000001325 [REDACTED] 7533 HASZARD ST BURNABY BC V5E 4N6	C01 ***	600.000000 600.000000 *
C0000000973 [REDACTED] TRUST COMPLEX AJELTAKE RD AJELTAKE ISLAND MAJURO MH96960 MARSHALL ISLANDS	C01 ***	680,000.000000 680,000.000000 *	C0000001074 [REDACTED] 3621 31ST AVE W VANCOUVER BC V6S 1Y1	C01 ***	600.000000 600.000000 *
C0000000612 [REDACTED] 1175 HARO ST SUITE 58 VANCOUVER BC V6E 1E5	C01 ***	100,000.000000 100,000.000000 *	C0000000965 [REDACTED] 7138 WILLINGDON AVE BURNABY BC V5J 3R6	C01 ***	600.000000 600.000000 *
C0000001431 [REDACTED] PORTOMASO 1693 VJAL PORTOMASO SAN GILJAN PACEVILLE STJ06 MALTA	C01 ***	200,000.000000 200,000.000000 *	C0000001295 [REDACTED] 3638 DUNBAR ST VANCOUVER BC V6S 2C7	C01 ***	600.000000 600.000000 *

HOLDER ID	CLASS	BALANCE	HOLDER ID	CLASS	BALANCE
C0000001317 925 GEORGIA ST W SUITE 1820 VANCOUVER BC V6C 3L2	C01 ***	650,000.000000 650,000.000000 *	C0000001287 1177 HASTINGS ST W SUITE 2000 VANCOUVER BC V6E 2K3	C01 ***	600.000000 600.000000 *
C0000000647 161 BAY ST TORONTO ON M5J 2S8	C01 ***	250,000.000000 250,000.000000 *	C0000000663 1001 HOMER ST SUITE 1607 VANCOUVER BC V6B 1M9	C01 ***	150,000.000000 150,000.000000 *
C0000001163 342 WATER ST 2ND FLOOR VANCOUVER BC V6B 1B6	C01 ***	600.000000 600.000000 *	C0000000302 221 UNION ST SUITE 908 VANCOUVER BC V6A 0B4	C01 ***	600.000000 600.000000 *
C0000000329 2541 PALMERSTON AVE WEST VANCOUVER BC V7V 2M2	C01 ***	600.000000 600.000000 *	C0000000345 1310 WILKINSON RD LOT 108 COMOX BC V9M 0B3	C01 ***	600.000000 600.000000 *
C0000001040 555 6TH AVE E APT 205 VANCOUVER BC V5T 1K9	C01 ***	600.000000 600.000000 *	C0000000680 200 BURREARD ST SUITE 700 VANCOUVER BC V6C 3L6	C01 ***	2,200,000.000000 2,200,000.000000 *
C0000000353 360 2ND ST E SUITE 311 NORTH VANCOUVER BC V7L 4N6	C01 ***	600.000000 600.000000 *	C0000000698 2302 PALMERSTON AVE WEST VANCOUVER BC V7V 2W1	C01 ***	400,000.000000 400,000.000000 *
C0000000361 39073 KINGFISHER RD SQUAMISH BC V8B 0S9	C01 ***	600.000000 600.000000 *	C0000000311 LOVIE HORNER VANCOUVER BC V6G 3J4	C01 ***	4,200,000.000000 4,200,000.000000 *
C0000001350 664 RUE DES VILLAS-DESMARCHAIS SAINT-LAZARE QC J7T 2M6	C01 ***	650,000.000000 650,000.000000 *	C0000001341 878 67TH AVE W VANCOUVER BC V6P 2S6	C01 ***	600.000000 600.000000 *

HOLDER ID	CLASS	BALANCE	HOLDER ID	CLASS	BALANCE
C000000388 890 PENDER ST W SUITE 710 VANCOUVER BC V6C 1J9	C01 ***	600.000000 600.000000 *	C000000736 1140 PENDRELL ST SUITE 106 VANCOUVER BC V6E 1L4	C01 ***	600.000000 600.000000 *
C000000396 3008 4TH AVE W VANCOUVER BC V6K 1R4	C01 ***	600.000000 600.000000 *	C000000787 1075 GEORGIA ST W SUITE 1920 VANCOUVER BC V6E 3C9	C01 ***	1,480,000.000000 1,480,000.000000 *
C000000400 4400 BUCHANAN ST SUITE 1601 BURNABY BC V5C 0E3	C01 ***	600.000000 600.000000 *	C000000418 1620 8TH AVE W SUITE 302 VANCOUVER BC V6J 1V4	C01 ***	600.000000 600.000000 *
C000000809 5854 ROSS ST VANCOUVER BC V5W 3L4	C01 ***	20,000.000000 20,000.000000 *	C000000833 10420 MCLENNAN PL RICHMOND BC V6X 3G6	C01 ***	40,000.000000 40,000.000000 *
C000000426 666 BURNARD ST SUITE 150 VANCOUVER BC V6C 2X8	C01 ***	600.000000 600.000000 *	C000000850 6857 CHURCHILL ST VANCOUVER BC V6P 5E4	C01 ***	750,000.000000 750,000.000000 *
C000000752 518 14TH AVE W SUITE 302 VANCOUVER BC V5Z 4N5	C01 ***	600.000000 600.000000 *	C000000442 5 HANNA AVE SUITE 343 TORONTO ON M6K 0B3	C01 ***	600.000000 600.000000 *
C0000001279 117 20TH AVE E VANCOUVER BC V5V 1L8	C01 ***	600.000000 600.000000 *	C0000001180 58 KEEFER PL SUITE 1203 VANCOUVER BC V6B 6L4	C01 ***	600.000000 600.000000 *
C0000001058 614 11TH AVE E VANCOUVER BC V5T 2E3	C01 ***	600.000000 600.000000 *	C000000451 1011 BEACH AVE SUITE 2706 VANCOUVER BC V6E 1T8	C01 ***	600.000000 600.000000 *

HOLDER ID	CLASS	BALANCE	HOLDER ID	CLASS	BALANCE
C0000001414	C01 ***	930,900.000000 *	C0000000817	C01 ***	600.000000 *
1075 GEORGIA ST W SUITE 1920 VANCOUVER BC V6E 3C9		930,900.000000 *	828 HOWE ST SUITE 703 VANCOUVER BC V6Z 2X2		600.000000 *
C0000000868	C01 ***	100,000.000000	C0000001422	C01 ***	80,000.000000
27 COLOMBO CRES VAUGHAN ON L6A 0A3		100,000.000000 *	3779 BROADWAY W VANCOUVER BC V6R 2B9		80,000.000000 *
C0000000884	C01 ***	500,000.000000	C0000000477	C01 ***	600.000000
3779 BROADWAY W VANCOUVER BC V6R 2B9		500,000.000000 *	389 MOYNE DR WEST VANCOUVER BC V7S 1J7		600.000000 *
C0000000485	C01 ***	600.000000	C0000001198	C01 ***	600.000000
1211 MELVILLE ST SUITE 2503 VANCOUVER BC V6E 0A7		600.000000 *	1067 CORDOVA ST W SUITE 1200 VANCOUVER BC V6C 1C7		600.000000 *
C0000000515	C01 ***	10,000.000000	C0000000540	C01 ***	10,000.000000
1177 HASTINGS ST W SUITE 2000 VANCOUVER BC V6E 2K3		10,000.000000 *	2568 SHELLEY RD NORTH VANCOUVER BC V7H 1J9		10,000.000000 *
C0000000493	C01 ***	600.000000	C0000000507	C01 ***	600.000000
2568 SHELLEY RD NORTH VANCOUVER BC V7H 1J9		600.000000 *	2568 SHELLEY RD NORTH VANCOUVER BC V7H 1J9		600.000000 *
C0000001261	C01 ***	600.000000	C0000001210	C01 ***	5,000.000000
CLOVIS NAJM 1500 PENDRELL ST SUITE 326 VANCOUVER BC V6G 3A5		600.000000 *	1177 HASTINGS ST W SUITE 2000 VANCOUVER BC V6E 2K3		5,000.000000 *
C0000001252	C01 ***	600.000000	C0000001490	C01 ***	125,000.000000
3520 10TH AVE W VANCOUVER BC V6R 2G1		600.000000 *	1096 CANYON BLVD NORTH VANCOUVER BC V7R 2K4		125,000.000000 *
C0000001465	C01 ***	20,000.000000	C0000001007	C01 ***	600.000000
1153 KENSAL PL SUITE 410 COQUITLAM BC V3B 0G8		20,000.000000 *	6180 PALAHI RD DUNCAN BC V9L 5B6		600.000000 *

** MACKIE RESEARCHCAPITALCOR



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HOLDER ID	CLASS	BALANCE	HOLDER ID	CLASS	BALANCE
C0000001082	C01 ***	600.000000 *	C0000001015	C01 ***	600.000000 *
6180 PALAHI RD		600.000000 *	6180 PALAHI RD		600.000000 *
DUNCAN BC V9L 5B6			DUNCAN BC V9L 5B6		
C0000000523	C01 ***	600.000000 *	C0000000892	C01 ***	150,000.000000 *
6630 RALEIGH ST		600.000000 *	666 BURRARD ST		150,000.000000 *
VANCOUVER BC V5S 2W8			SUITE 1900		
			VANCOUVER BC V6C 3N1		
C0000000914	C01 ***	50,000.000000 *	C0000001244	C01 ***	600.000000 *
666 BURRARD ST		50,000.000000 *	2460 7TH AVE W		600.000000 *
SUITE 1900			VANCOUVER BC V6K 1Y7		
VANCOUVER BC V6C 3N1					
C0000001236	C01 ***	600.000000 *	C0000000531	C01 ***	600.000000 *
PETER POSNIKOFF		600.000000 *	1221 HOMER ST		600.000000 *
428 15TH AVE W			SUITE 103		
VANCOUVER BC V5Y 1Y5			VANCOUVER BC V6B 1C5		
C0000000558	C01 ***	600.000000 *	C0000000566	C01 ***	600.000000 *
388 DRAKE ST		600.000000 *	388 DRAKE ST		600.000000 *
SUITE 2103			SUITE 2103		
VANCOUVER BC V6B 6A8			VANCOUVER BC V6B 6A8		
C0000000582	C01 ***	750,000.000000 *	C0000000027	C01 ***	1,050,000.000000 *
700 PENDER ST W		750,000.000000 *	1277 MELVILLE ST		1,050,000.000000 *
SUITE 709			SUITE 2601		
VANCOUVER BC V6C 1G8			VANCOUVER BC V6E 0A4		
C0000000574	C01 ***	600.000000 *	C0000001457	C01 ***	20,000.000000 *
3008 4TH AVE W		600.000000 *	33 LORNE AVE		20,000.000000 *
VANCOUVER BC V6K 1R4			GRIMSBY ON L3M 2H8		
C0000000604	C01 ***	600.000000 *	C0000001449	C01 ***	100,000.000000 *
660 NOOTKA WAY		600.000000 *	SILVER REEF		100,000.000000 *
SUITE 206			FORT TYSON		
FORT MOODY BC V3H 0B7			RISE BASSETTERE		
			SAINT KITTS AND NEVIS		

HOLDER ID	CLASS	BALANCE	HOLDER ID	CLASS	BALANCE
C0000001333 ██████████ 7533 HASZARD ST BURNABY BC V5E 4N6	C01 ***	600.000000 600.000000 *	C0000000761 ██████████ 4610 WESTVIEW DR TERRACE BC V8G 2S8	C01 ***	600.000000 600.000000 *
C0000000370 ██████████ 1177 HASTINGS ST W SUITE 2000 VANCOUVER BC V6E 2K3	C01 ***	211,000.000000 211,000.000000 *	C0000000639 ██████████ 11424 PALFREY DR E VERNON BC V1B 2B1	C01 ***	600.000000 600.000000 *
C0000000655 ██████████ 11424 PALFREY DR E VERNON BC V1B 2B1	C01 ***	600.000000 600.000000 *	C0000000671 ██████████ 1983 BLENNHEIM ST SUITE 207 VANCOUVER BC V6K 4V8	C01 ***	600.000000 600.000000 *
C0000000035 ██████████ 422 RICHARDS ST SUITE 170 VANCOUVER BC V6B 2Z4	C01 ***	500,000.000000 500,000.000000 *	C0000000043 ██████████ 1188 PENDER ST W SUITE 3204 VANCOUVER BC V6E 0A2	C01 ***	450,000.000000 450,000.000000 *
C0000001309 ██████████ 3638 DUNBAR ST VANCOUVER BC V6S 2C7	C01 ***	600.000000 600.000000 *	C0000001392 ██████████ 1922 7TH AVE W SUITE 317 VANCOUVER BC V6J 1T1	C01 ***	500,000.000000 500,000.000000 *
C0000000051 ██████████ 3961 WILLIAM ST BURNABY BC V5C 3J2	C01 ***	200,000.000000 200,000.000000 *	C0000000841 ██████████ 3355 14TH AVE W VANCOUVER BC V6R 2V9	C01 ***	600.000000 600.000000 *
C0000001023 ██████████ 6195 CLAIR PL VANCOUVER BC V6N 2A6	C01 ***	600.000000 600.000000 *	C0000001228 ██████████ 4473 15TH AVE W VANCOUVER BC V6R 3B1	C01 ***	600.000000 600.000000 *
C0000000078 ██████████ 6857 CHURCHILL ST VANCOUVER BC V6P 5B4	C01 ***	650,000.000000 650,000.000000 *	C0000001031 ██████████ 878 67TH AVE W VANCOUVER BC V6P 2S6	C01 ***	600.000000 600.000000 *
C0000001066 ██████████ 878 67TH AVE W VANCOUVER BC V6P 2S6	C01 ***	600.000000 600.000000 *	C0000000701 ██████████ 1030 GEORGIA ST W SUITE 918 VANCOUVER BC V6E 2Y3	C01 ***	600.000000 600.000000 *

HOLDER ID	CLASS	BALANCE	HOLDER ID	CLASS	BALANCE

***** NUMBER OF PAGES WRITTEN =		9	***** END OF REPORT *****		*****
***** NUMBER OF LINES WRITTEN =		366	*****		*****

CONFIDENTIAL

CLS	REG	CATEGORY	H O L D E R S		C U R R E N T		N I L B A L		MONEY
			CURRENT	NIL BAL	CURRENT	NIL BAL			
COMMON SHARES	BCA	Issued Cap	92	2	92	12		5,399,200.000000	
C01		CDS	1	0	1	0		751,300.000000	
		BCA Totals	93*	2*	93*	12*		6,150,500.000000 *	
	CCA	Issued Cap	45	6	51	17		32,926,900.000000	
C01	***	*****	134	0	144	29		39,077,400.000000	


GRAND TOTALS 134 0 144 29 39,077,400.000000

***** NUMBER OF PAGES WRITTEN = 1 ***** END OF REPORT ***** NUMBER OF LINES WRITTEN = 12 *****



Tab E

This is Exhibit "E" to the Affidavit of Jennifer
Robertson, sworn before me on the 30th day of
January, 2019



Richard S. Niedermayer
A Barrister of the Supreme Court of Nova
Scotia

QUADRIGA FINTECH SOLUTIONS CORP.

September / October 2015 Share Subscriptions

Name of Shareholder	Date	Number of Shares
Brian Tingle	17-Sep-15	200,000
Nikita Oraevsky	23-Sep-15	20,000
Anastase E Maragos	25-Sep-15	80,000
Triplet Management Inc. (c/o Mackie Research Capital Corporation)	25-Sep-15	100,000
Bedrock Capital Corporation (c/o Mackie Research Capital Corporation)	25-Sep-15	100,000
James Pettit (c/o Mackie Research Capital Corporation)	25-Sep-15	40,000
David Weinkauff (c/o Mackie Research Capital Corporation)	25-Sep-15	100,000
Hilda Nyquvest (c/o Mackie Research Capital Corporation)	25-Sep-15	100,000
Gordon Alteman (c/o Mackie Research Capital Corporation)	25-Sep-15	60,000
Muhamud Verjee (c/o Mackie Research Capital Corporation)	25-Sep-15	80,000
Theodore Sklavenitis (c/o Mackie Research Capital Corporation)	25-Sep-15	50,000
Rory Godinho (c/o Mackie Research Capital Corporation)	25-Sep-15	40,000
Josef Arfin (c/o Mackie Research Capital Corporation)	25-Sep-15	40,000
Christopher McKenzie (c/o Mackie Research Capital Corporation)	25-Sep-15	40,000
Christopher Hampson (c/o Mackie Research Capital Corporation)	25-Sep-15	60,000
Allen Morishita (c/o Mackie Research Capital Corporation)	25-Sep-15	60,000
Mackie Research Capital Corporation (re: Finder's Fee)	25-Sep-15	60,900
Galloway Financial Services / Wayne Tisdale	26-Sep-15	200,000
Ladasa Investments Inc.	9-Oct-15	100,000
1027649 BC Ltd.	9-Oct-15	20,000
Duane Adam Seamans	9-Oct-15	20,000
Jan-Eric Soetbeer	9-Oct-15	100,000
	Total	1,670,900

Tab F

This is Exhibit "F" to the Affidavit of Jennifer Robertson, sworn before me on the 30th day of January, 2019

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a horizontal line extending to the right.

Richard S. Niedermayer
A Barrister of the Supreme Court of Nova
Scotia

Terms of Service

By using QuadrigaCX, accessing the website, or using any service provided by QuadrigaCX, you agree to the following terms of service. Continued use of the QuadrigaCX website demonstrates that you agree with our terms of service.

Throughout the following terms of service, QuadrigaCX may be referred to as "us", "our", "we", "the website", and "Quadriga". Users of QuadrigaCX include but are not limited to registered members, as well as any visitor who uses the website in any way, shape or form. The term cryptocurrency may be used to describe any form of digital currency, including but not limited to Bitcoin and Litecoin.

By opening an account or accessing the QuadrigaCX Website, you agree to the following terms:

1. You accept both the Terms of Service and the Privacy Policy
 - 1.1. These policies may be changed at any time, with or without notice. It is your responsibility to regularly review the policies of QuadrigaCX.
2. You are at least 18 years of age, or the age of majority in your country.
 - 2.1. You must not be a resident or citizen of the United States of America or any territories of the United States of America.
3. You accept that the purchase and sale of cryptocurrency (Bitcoin, Litecoin, etc.) involves risk. Due to the constant price fluctuations, you may increase or lose value in your assets at any time.
 - 3.1. You acknowledge that purchasing Bitcoin (or any other digital currency offered by QuadrigaCX) involves risk and you will not hold QuadrigaCX accountable for any gains or losses that you incur as a result.
 - 3.2. In no circumstance shall QuadrigaCX be responsible for any loss that you incur.
4. QuadrigaCX does not provide, offer or exchange securities, investment contracts or any other form of financial instrument that may be considered by law to be a "security".
5. QuadrigaCX offers a marketplace for the buying and selling of Cryptocurrency. While we strive to ensure that marketplace is both fair and free, we cannot be held accountable for any form of "market manipulation" that may occur, whether it be within the QuadrigaCX marketplace, or in the cryptocurrency marketplace as a whole.
 - 5.1. Users agree that cryptocurrency prices are often unpredictable and experience swings due to a variety of reasons, including government interference, market conditions and speculation.
 - 5.2. QuadrigaCX does not set the current market price. The price of cryptocurrency units traded on the QuadrigaCX platform result directly from buy and sell orders placed by users.
 - 5.3. Any trading decision based on information provided by QuadrigaCX shall be the responsibility of the user alone. QuadrigaCX assumes no responsibility for any action that is taken in the course of using the QuadrigaCX website or API.
6. Market information on QuadrigaCX is not delayed. However, in the event of a network outage or similar situation, users acknowledge that QuadrigaCX bears no responsibility for any delays.
7. As a user of QuadrigaCX, you acknowledge that QuadrigaCX has no responsibility for any losses that you incur as a direct or indirect result of the website or any of our services.
 - 7.1. QuadrigaCX is not a bank, and therefore is not protected by CDIC. Fundings, whether they be in a national currency or digital cryptocurrency are not protected by any government insurance policy.
 - 7.2. All account fundings are considered to be purchases of QuadrigaCX Bucks. These are units that are used for the purposes of purchasing Bitcoin or other cryptocurrencies. QuadrigaCX Bucks are

NOT Canadian Dollars. Any notation of \$, CAD, or USD refers to an equivalent unit in QuadrigaCX Bucks, which exist for the sole purpose of buying and selling Bitcoin and other cryptocurrencies.

7.3. QuadrigaCX is NOT a financial institution, bank, credit union, trust, or deposit business. We DO NOT take Deposits. We exist solely for the purposes of buying and selling cryptocurrencies.

8. It is the user's responsibility to secure his or her QuadrigaCX account. Any loss that occurs as a result of negligent security practices, whether it be on the part of the user, or QuadrigaCX, will not be the responsibility of QuadrigaCX, its directors, associates or employees.

8.1. It is your responsibility to guard your password. Sharing your password with a third party constitutes a breach of this contract.

8.2. The QuadrigaCX website and any related service is provided "as is". We make no warranties, expressed or implied.

9. The content and services provided by QuadrigaCX are for informational purposes only and are not intended to provide legal, financial, tax, accounting or investment advice. We assume no liability for any information provided by our employees, directors, or affiliates, regardless of its accuracy. Any action taken by a user is their decision, and users absolve QuadrigaCX of any liability for any outcome that may occur.

10. QuadrigaCX is based in British Columbia, Canada. We comply with all local laws. It is the responsibility of the user to ensure that they are in compliance with their local laws.

10.1. Any user that breaks any law in their jurisdiction of residence or nationality by using any service provided by QuadrigaCX shall be liable for any damages incurred by QuadrigaCX as a result.

10.2. Any user that breaks any law in their jurisdiction of residence or nationality by using any service provided by QuadrigaCX agrees to forfeit any assets within their QuadrigaCX account, at the discretion of QuadrigaCX or its employees.

10.3. If buying and selling Cryptocurrency is not legal in your country, do not use QuadrigaCX. Failure to comply with local laws may result in the loss of your account and any assets contained within.

10.4. In the event that QuadrigaCX or its directors face legal action as a result of your actions, you agree cover any damages, including legal fees, that QuadrigaCX incurs as a result.

10.5. To the full extent permitted by applicable law, You hereby agree to indemnify QuadrigaCX, and its partners against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if direct or not directly arising from your use of QuadrigaCX or its services, or from your violation of these Terms of Use.

11. You agree not to copy any information from the QuadrigaCX website, without our permission, with the exception of the publicly available figures as found in our order book.

12. In no event shall QuadrigaCX or its associates, affiliates, or subsidiaries be liable for any damages, including damage for loss of data or profit, arising out of the use of the services of materials provided by QuadrigaCX, even if QuadrigaCX is negligent in any way.

13. You attest that you are not a criminal, are not associated with any criminal activity, and that all funds that are sent to QuadrigaCX are free from any criminal association, are not the proceeds of crime, and are not derived from any criminal activity.

14. QuadrigaCX reserves the right to modify, add or remove any article from these terms, at any time, and at our sole discretion.

Tab G

This is Exhibit "G" to the Affidavit of Jennifer Robertson, sworn before me on the 30th day of January, 2019

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a long horizontal stroke extending to the right.

Richard S. Niedermayer
A Barrister of the Supreme Court of Nova Scotia

Payment Services and Custody of Funds Agreement

0984750 BC LTD dba QuadrigaCX
as Client

-and-

Billerfy Labs Inc.
as Custodian

THIS AGREEMENT is made the 3rd day of Nov, 2016

BETWEEN

(1) 0984750 BC LTD a company incorporated under the laws of the Province of British Columbia and having its registered office at 375-3155 Commercial Drive, Vancouver BC (the "Client"). The Client is in business as Bitcoin Exchanger; and

(2) Billerfy Labs Inc. a company incorporated in Canada and having its registered mailing address at 128-
60 Street St, Toronto, ON M5S 1B2 (the "Custodian"). Using Custodian.com as the payment platform, the Custodian is only a payment service provider. Custodian helps Clients collect payments from and make payments to third parties. The custodian is an independent contractor for all purposes, except that Custodian acts as the agent with respect to the custody of funds. Custodian does not have control of or liability for the products or services that are paid for with the services. Custodian does not guarantee the identity of any third party or ensure that the Client or a third party will complete a

transaction.

WHEREAS

(3) The Client wishes to appoint the Custodian to provide payment services, custodial services, and the Custodian is willing to perform such services on the terms and conditions contained in this Agreement.

WHEREBY IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, including the above recitals:

1.1.1 Save where the context requires otherwise, the following expressions shall have the following meanings:

- "Authorized Person" has the meaning ascribed thereto in clause 3.1;
- "Cash Account" has the meaning ascribed thereto in clause 2.1;
- "Custody Assets" has the meaning ascribed thereto in clause 2.2;
- "Instructions" has the meaning ascribed thereto in clause 3.2;

1.2 Third party or parties are customers of the Client which include companies and associations or bodies of persons whether corporate or unincorporated;

1.3 References to Clauses are references to Clauses of this Agreement;

1.4 References to statutes are, unless otherwise specified, references to statutes of Federal Laws of Canada, and include any statutory modifications or re-enactments thereof, or rules promulgated thereunder for the time being in force;

1.5 Clause headings are for convenience only and shall not affect the construction hereof; and

1.6 References to this "Agreement" are references to this Agreement as from time to time amended, supplemented or restated.

2. Appointment of Custodian

2.1 The Client authorises the Custodian (and the Custodian so agrees) to establish and maintain on the terms of this Agreement a cash account or accounts for the deposit or receipt of cash in CAD and/or USD currency (the "Cash Account"), in each case, currently held or from time to time received by, transferred to or held by to the order or under the direction or control of the Custodian for the account of the Client.

2.2 The cash referred to above (the "Custody Assets") shall be held by the Custodian, which shall be responsible for their safekeeping, as custodian for the account of the Client on and subject to the terms

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of this Agreement

The Custodian is authorised to appoint any nominees, agents or sub-custodians, whether in its own name or that of the Client, to perform any of the duties of the Custodian under this Agreement and is entitled to deposit the Custody Assets in or with any depository or clearance system (including without limitation BMO Bank of Montreal, RSC Royal Bank and TD Canada Trust in Canada). Any reference in this Agreement to the Custodian shall, where the context so requires, include its nominees, agents or sub-custodians (which term shall also extend to any depository or clearance system) appointed by the Custodian on its behalf. The Custodian shall not be responsible for any act or omission or for the solvency of any nominee, agent or sub-custodian, appointed pursuant to this Clause 2.4 hereof, provided that any such person so appointed will be an international reputable and creditworthy financial institution.

Where the Custodian agrees to act as custodian for the Client under the terms of any power of attorney from the Client, each of the provisions of this Agreement, including (without limitation) any indemnity in favour of the Custodian, shall also apply to the Custodian's actions as attorney for the Client, and the Client agrees to ratify and confirm such actions of the Custodian, and to execute such documents and/or do all such other acts and things as the Custodian may require for the purposes of the foregoing.

3. Authorised Persons and Instructions

The Client shall provide the Custodian with a list of such officers, employees, agents or other persons (each an "Authorised Person") of or for the Client as have been authorised, either alone or with others as specified, to act on its behalf in the giving of instructions and/or performance of any acts, discretions or duties under this Agreement, together with specimens of their signatures if written instructions are to be given, and the Custodian shall be entitled to rely upon the continued authority of an Authorised Person to give instructions and so act on behalf of the Client as aforesaid until the Custodian receives written notice from the Client to the contrary.

The Custodian may act upon instructions ("Instructions") from an Authorised Person (or otherwise given on behalf of the Client) in such manner as may be agreed by the Custodian and received by the Custodian, in its absolute discretion, via telephone, telex, S.W.I.F.T., facsimile transmission or other teleprocessing or electronic instruction system acceptable to the Custodian which shall have been transmitted with such security features as are agreed in writing between the Client and the Custodian and on such terms and conditions as the Custodian may specify, provided that when taking action upon Instructions the Custodian shall act in a reasonable and proper manner unless otherwise instructed, and provided further that (i) Instructions shall continue in full force and effect until cancelled or superseded (except in respect of Instructions executed by the Custodian which can no longer be cancelled), (ii) if any Instructions are illegible, unclear and/or ambiguous, the Custodian shall refuse to execute such Instructions until any ambiguity or conflict has been resolved to its satisfaction, (iii) Instructions shall be carried out subject to the rules, operating procedures and market practice of any relevant bitcoin exchange, clearing house, settlement system or market where or through which they are to be executed, and the Custodian may further refuse to execute Instructions if in the Custodian's opinion they are outside the scope of its duties under this Agreement or are contrary to any applicable law, rule or other regulatory requirement (whether arising from any governmental authority, self-regulatory organization or that of a relevant bitcoin exchange, clearing house, settlement system or market as aforesaid), and (iv) the Custodian may rely in the performance of its duties under this Agreement and without liability on its part, upon any Instructions believed by it in good faith to be given by an Authorised Person (or otherwise to have been given on behalf of the Client) and upon any notice, request, consent, certificate or other instrument believed by it in good faith to be genuine and to be signed or furnished by the proper party or parties thereto, including (without limitation) the Client or any Authorised Person.

Except as otherwise provided in this Agreement, all transactions involving the Custody Assets shall be executed or settled or otherwise carried out solely in accordance with instructions

- 3.1 Except as otherwise agreed by the Custodian, the Custodian shall not be required to take any action to comply with any instructions or to take any other action hereunder if (i) in the event that payment is to be made on behalf of the Client, there are at the time that such action is to be taken insufficient monies standing to the credit of the Cash Account to cover the costs of such action, or (ii) in the event that Cash is to be delivered to a third party, such Cash are not standing to the credit of the Custody Account, freely available and in deliverable form. Notwithstanding the foregoing and in the absence of an agreed overdraft, reserve, float or other facility between the parties, if the costs of any action to be taken exceed such monies as aforesaid, the Custodian will not advance, for the account of the Client, the amount of the difference in order to settle the cost of such action.

4. Fees and Expenses: interest

- 4.1 The Client agrees to pay fees to the Custodian for its services pursuant to this Agreement in the amounts and at the intervals set out in the attached "Schedule A - Custodian Fee Schedule", and to pay the Custodian's out of pocket or incidental expenses, including (without limitation) reasonable legal fees of the Custodian, branded white-label fees, system integration fees, monthly fees, bank account setup and maintenance fees, wire fees, settlement fees, cash in and cash out fees using IOP/EFT directly to and from the bank account of the third party. The Custodian may upon 60 days written notice adjust and re-adjust the amounts and/or intervals at which such fees are payable, after which period such fees shall be paid in accordance with the relevant notice. Failing timely payment by the Client of the fees and expenses as aforesaid, the Custodian shall have, without prejudice to any other of its rights hereunder or otherwise, full and irrevocable authority firstly to debit the Cash Account, and to the extent of any deficiency in the Cash Account, the Custody Account, in payment of same.
- 4.2 The Client agrees with Custodian to charge fees for the subscription and usage of the prepaid card and be paid by third party.
- 4.3 The Custodian shall not pay interest to the Client on amounts standing to the Cash Account unless so agreed with the Client and then only at the rates and the intervals as agreed from time to time between the Client and the Custodian.

5. Duties of the Custodian

The duties of the Custodian shall be:

- 5.1 in the absence of contrary instructions and without the need for instructions from the Client (i) to sign any certificates of ownership or other certificates relating to the Custody Assets, (ii) to collect and receive all payments and distributions in respect of the Custody Assets, and to take any action necessary and proper, and/or otherwise reasonably incidental in connection with the same, including (without limitation) the presentation of payment instruments and other interest items, (iii) to make cash disbursements and pay any expenses or other charges incurred in relation to the Custody Assets and the performance by the Custodian of its duties under this Agreement, and to debit the same to the Cash Account, and (iv) as far as reasonably practicable and to the extent actually notified to the Custodian, to notify the Client of all notices, reports and other financial information relating to the Custody Assets received by the Custodian, and to seek instructions from the Client as to any action to be taken in connection therewith;
- 5.2 to follow instructions as to the application of and movements in the Custody Assets;
- 5.3 in the event of termination of this Agreement, to deliver or transfer the Custody Assets to the Client or to such other person(s) as the Client shall instruct, net only of any outstanding liabilities attaching to the Custody Assets of which the Custodian is or becomes aware and of any fees and expenses owing to the Custodian; and

- 6.4 to hold the Custody Assets in segregated accounts in its books, to arrange for the Cash to be deposited in its bank or otherwise held by or to its order as it may think proper for the purposes of providing for their safekeeping, and to record the amounts and locations thereof.

6. Duties of the Client

- 6.1 The Client will deliver or cause to be delivered to the Custodian from time to time among other things, the following:

- (a) the Cash, which the Client now owns or may hereafter acquire; and
- (b) evidence of ownership of the Cash.

- 6.2 The Client agrees to provide the Custodian with copies of all documents and other relevant material as the Custodian may require for the performance of their duties hereunder.

- 6.3 The Client agrees to require all third parties to comply with customer due diligence and KYC laws regarding the ascertaining of customer identity and to audit and update this information on a regular basis and to comply with the Anti-Money Laundering (AML) Policies and Procedures by Custodian.

- 6.4 The Client agrees to provide full corporate due diligence information (see Corporate Client Due Diligence Form) defined in the Anti-Money Laundering (AML) Policies and Procedures by Custodian and to further explain the intent to enter into a business arrangement with Custodian.

- 6.5 The Client to provide an "Electronic Agreement" with third parties PAD Agreement that is not a Paper Agreement and that has been Authorized in accordance with the Canadian Payment Associations (CPA) Pre-Authorized Debits (PAD) Rule H1 by way of telephone, the Internet, e-mail or other electronic means;

7. Reporting and Information

The Custodian shall provide the Client or its authorised agent with periodical reports, transaction advice and/or statements of accounts relating to the Custody Assets, the dates, and depth of reporting the level of which shall be as expressly agreed in writing between the Custodian and the Client from time to time. In the absence of the filing with the Custodian by the Client of exceptions or objections to any information, report, statement, confirmation, note or other documents within 30 days of the date of receipt thereof the Custodian shall have no responsibility for any errors or omissions therein and the Client shall be deemed to have approved the contents thereof and accepted responsibility for all of its obligations appearing therein.

8. Representations and Warranties

- 8.1 The Custodian and the Client represents and warrants to the other that:

- (a) (unless it is an individual in which case this sub-clause shall not apply) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if

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- (b) loss or damage to, or theft of, any part of the Custody Assets held and/or administered by or under the direction or control of any nominee or agent of the Custodian (or by any third party instructed by or through it or any such nominee or agent), the acts of omissions of such a nominee or agent (or any third party as aforesaid), or the bankruptcy, liquidation, winding up or similar act of or by such a nominee or agent (or any third party as aforesaid), provided that the Custodian has exercised all reasonable care in selecting the relevant nominee or agent; and
- (c) any event of force majeure or other event beyond the Custodian's reasonable control, including but not limited to nationalization, expropriation, currency restrictions, acts of state or acts of god, labour disturbances among staff of the Custodian or of its nominees or agents (or of any third parties instructed by or through it or any such nominees or agents), power failures or breakdowns in communications links or equipment of the Custodian or of its nominees or agents (or of any third parties as aforesaid), or the failure or disruption of any relevant bitcoin exchange, clearing house, settlement system or market,

provided that and without prejudice to the foregoing, the Custodian shall use all reasonable efforts to assist the Client in avoiding, minimizing or mitigating such losses as aforesaid.

- 9.6 The Custodian shall be indemnified by the Client against any liabilities, losses, damages, costs and expenses (including but not limited to legal fees) incurred by the Custodian and arising out of any action taken or omitted to be taken by the Custodian hereunder or pursuant to any instructions, including but not limited to (i) any taxes or other governmental charges, and any expenses related thereto, which may be imposed or assessed with respect to the Custody Assets, and/or (ii) the Custodian or any nominee or agent of the Custodian, appearing as holder or holder of record of the Custody Assets or any part thereof, but excluding those liabilities, losses, damages, costs and expenses which arise (whether through act or omission) as the result of fraud, willful default or gross negligence on the part of the Custodian in the performance of its duties under this Agreement.

10. Regulatory Requirements

Notwithstanding any provision of this Agreement to the contrary, but subject to the provisions of Clause 19 below, where the Custodian is for the time being subject to any regulatory requirements (whether made by the Government of Canada or otherwise) in relation to its dealings with the Client under this Agreement, the rights and obligations of the Custodian under the provisions of this Agreement shall be read and construed to the greatest extent permitted by, and in accordance with such applicable regulatory requirements.

11. Term and Termination

- 11.1 This Agreement shall commence on the date hereof first above written and shall continue until terminated in accordance with the provisions of Clause 11.2.
- 11.2 Except as otherwise provided in this Agreement, the obligations of the Custodian hereunder may be terminated by the Client or the Custodian upon 90 days prior written notice to the other.
- 11.3 If notice of termination is given by the Custodian, the Client shall, within 30 days following the receipt of such notice, deliver a written notice to the Custodian specifying the names of the persons to whom the Custodian shall (at the cost and expense of the Client, and by such method(s) and/or to such location(s) as the parties may agree) deliver or transfer the Custody Assets.

11.4 The Custodian shall not be under any obligation to deliver or transfer the Custody Assets to the

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relevant under such laws, in good standing,

- (b) it has the power and authority to execute, deliver and to perform its obligations under this Agreement (and under any other documentation required in connection herewith); and
- (c) its obligations under this Agreement (and under any other documentation as aforesaid) constitute its legal, valid and binding obligations.

9.2 The Client further represents and warrants to the Custodian that it is the beneficial owner of the Custody Assets (or otherwise has all necessary authorizations and consents to enable it to deal with the Custody Assets) and if it is acting as trustee, manager or otherwise in a representative capacity in relation to the Custody Assets, that it is fully empowered to enter into and perform its obligations under this Agreement (and under any other documentation as aforesaid) and to grant the rights and remedies to the Custodian contained herein and therein.

9. Scope of Responsibility and Indemnity

9.1 Subject to the terms hereof the Custodian shall use all reasonable care in the performance of its duties under this Agreement but shall not be responsible for any loss or damage suffered by the Client as a result of the Custodian performing such duties unless the same results from an act of fraud, wilful default or gross negligence on the part of the Custodian and in which event the liability of the Custodian in connection with the Custody Assets so affected by the Custodian's fraud, wilful default or gross negligence of such Custody Assets at the time when such fraud, wilful default or gross negligence is notified to the Client.

9.2 The Custodian shall not, save as stated in clause 9.1 above, be responsible for the title, validity or genuineness of any of the Custody Assets (or any evidence of title thereto) received or delivered by it pursuant to this Agreement or, unless otherwise expressly agreed in writing by the Custodian, for the maintenance of any insurances in respect of the Custody Assets.

9.3 The Client shall be responsible for all filings, tax returns and similar reports on any transactions undertaken pursuant to this Agreement or in connection with the Custody Assets which must be made to any relevant authority whether governmental or otherwise and for the payment of all unpaid taxes (including without limitation any valued added tax), imposts, levies or duties, or any other liability or payment arising out of or in connection with the Custody Assets, and in so far as the Custodian is under any obligation (whether of a governmental nature or otherwise) to pay the same on behalf of the Client it may do so without Instructions from the Client firstly by debit to the Cash Account, and to the extent of any deficiency in the Cash Account, out of the Custody Account. Custodian does not determine if Client is liable for any taxes or collect or pay any taxes that may arise from the use of the Services.

9.4 The Custodian is not acting under this Agreement as manager or investment adviser to the Client, and responsibility for the selection, acquisition and disposal of the Custody Assets remains with the Client at all times. The Custodian shall have no obligation to explain or warn of any risks taken or to be taken by the Client.

9.5 The Custodian shall, save as stated in Clause 9.1 above, have no responsibility for and shall not be liable for losses incurred by the Client caused by or resulting from any of the following:-

- (a) delay in the actual receipt by the Custodian of Instructions from the Client relating to any payment, redemption or other transaction, or delay in the actual receipt of such payment or in the actual occurrence of such redemption or transaction, relating to cash to form part of the Custody Assets and effected or to be effected hereunder;

persons specified as aforesaid, until payment of all amounts which the Custodian determines to be owed to it hereunder has been made.

- 11.5 The Custodian shall be entitled to receive fees as provided for herein until the moment of actual delivery or transfer of the Custody Assets to the persons specified as aforesaid.

12. Disclosure, Use and Sharing of Information

The Client and the Custodian agree to use their reasonable efforts to keep confidential any information that either of them may receive in relation to the Agreement, each party agrees and understands that the other may disclose such information if required to do so by any applicable law, statute or other regulation or by way of court order or similar process enforceable in any relevant jurisdiction or if required to do so by any regulatory body or self-regulatory organisation (whether of a governmental nature or otherwise) in any relevant jurisdiction and to whose authority the relevant party is (whether or not through force of law) subject or otherwise accustomed to act

Client agrees to require all third parties to provide consent to share all their KYC information with Custodian, banks, affiliates, processing and marketing partners under the terms of this agreement.

13. Successors and Assignment

This Agreement shall bind and enure for the benefit of the parties hereto and their respective successors, provided that neither party may assign, transfer or charge any of its rights and benefits hereunder without the prior written consent of the other party.

14. Notices


- 14.1 Except as otherwise provided in this Agreement, all requests, demands or other communications between the parties or notices provided in connection herewith, including but not limited to instructions, shall be in writing, hand delivered or sent by first class (prepaid) post or airmail, telex, S.W.I.F.T., facsimile or such other means as may from time to time be expressly agreed in writing between the Client and the Custodian, addressed to the address or S.W.I.F.T. address or telex or facsimile number furnished from time to time by the relevant addressee to the other party.

- 14.2 All requests, demands or other communications or notices as aforesaid shall be deemed effective, if hand delivered, upon delivery, if sent by first class (prepaid) post or airmail, 10 days after being posted (but in the case of any requests, demands or other communications or notices, including but not limited to instructions, being given to the Custodian, only upon receipt thereof by the Custodian), if sent by telex, upon receipt of answer back confirmation, if sent by S.W.I.F.T., when acknowledged by S.W.I.F.T., and if sent by facsimile, when sent.

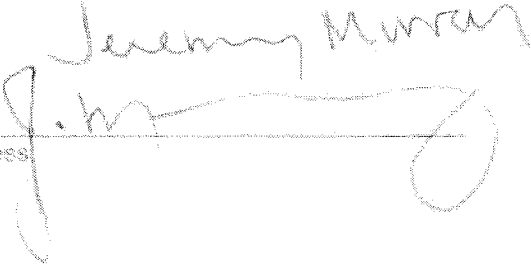
15. Counterparts

This Agreement may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

Witness

SIGNED by  duly
authorised for and on behalf of Billerfy Labs Inc. in the
presence of:

Jose Reyes
Name


Witness

Founder and Owner
Title

Schedule A - Custodian Fee Schedule

This schedule defines Client's allowed transactions using the Depository Bank's designated secured system to originate, create and/or deliver Pre-Authorized Debit or Credit EFT-formatted files for Collection and Disbursement processing in accordance with this agreement. All Entries shall be conducted via the Depository Bank's designated secured system in accordance with the instructions provided by the Bank's representatives. The allowed Services granted to Client may consist of multiple features such as web-enabled data entry screens, secure file transfers, wire fees, settlement schedule, floating reserve, uploads, and prepaid card fees. This Schedule itemizes the features, fees and maximum dollar limits for EFT, IOP & Prepaid Card type services.

EFT Item Origination Services, IOP, Trust Account Setup, System Integration, & Prepaid Card Fee Schedule

Description of Fees	Fees (CAD)
Account Setup and API-based system integration - EFT Debit & Credit APIs with PAD H1 rule Transaction API IOP Prepaid card load API - Client originated Operational wires in (initial account load and re balancing as required)	\$ 5000.00 one-time fee
Dedicated Trust Account and Cash Management Services	\$ 200.00 per month. - Includes 200 maximum number of transactions per month. \$ 65,000 minimum monthly balance needed to waive the monthly fee. - \$ 1.50 per item excess fee. \$ 100,000 minimum monthly balance needed to waive excess fee.
Floating Reserve	\$ 50,000 per Trust Account

16. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior oral communications and other written agreements between them.

17. Amendments

No amendment, modification or waiver in respect of this Agreement will be effective unless in writing and executed by each of the parties hereto.

18. General Conditions of the Custodian

The General Conditions of the Custodian in force from time to time and as provided by the Custodian to the Client, shall be applicable, save that if such General Conditions conflict with the terms of this Agreement the terms of this Agreement shall prevail.

19. Governing Law

This Agreement and any instructions given hereunder shall be governed by and construed in accordance with the Federal laws of Canada and the Province of Ontario.

20. Jurisdiction

20.1 Each party agrees for the benefit of the other, but without prejudice to the right of any party to take any proceedings in relation hereto before any other court of competent jurisdiction that the courts of Canada in Toronto, Ontario shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and any instructions given hereunder and, for such purposes, irrevocably submits to the jurisdiction of such courts.

20.2 Each party further irrevocably waives any objection which it may have or be entitled to claim at any time to the commencement of any such suit, action or proceeding before such courts, or that any such suit, action or proceeding has been brought in an inconvenient forum, or to the enforcement of any judgment in respect thereof over any of its assets or property (including without limitation, the Custody Assets) in any jurisdiction.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective duly authorised officers on the date and year first above written.

SIGNED by [Signature]
(duly authorised for and on behalf of the Client in the presence of:

} Gerard Cotten
Name

} CEO
Title


	<ul style="list-style-type: none"> - To cover legal and financial risk. - No payout transactions until the required Floating Reserve has been met.
Monthly maintenance and support fee	\$ 500.00 per month
EFT Item Origination - Pre-Authorized Debit and IOP-Customer Wire - Collections	<p>1.5 percent on top of per transaction amount.</p> <ul style="list-style-type: none"> - \$ 50,000 daily limit per transaction per third party user - Equal or greater than \$10,000 per transaction is subject to FinTrac reporting.
EFT Item Origination - Pre-Authorized Credit - Wires Out - Payout to bank	<p>1.5 percent on top of per transaction amount</p> <ul style="list-style-type: none"> - \$ 25,000 daily limit per transaction per third party user. - Equal or greater than \$10,000 per transaction is subject to FinTrac reporting. - No payout transactions until the required Floating Reserve has been met. - 72 minimum banking business hours payout schedule per third party user. Meaning, an amount that was deposited for less than 72 hours elapsed cannot be withdrawn. Money must stay in the account during this 72 minimum banking business hours period. - No payout during weekends and statutory holidays. - 48 minimum banking business elapsed hours to settle funds to third parties' bank account.
Wire Transfer	\$ 40.00 per transfer
EFT Chargeback Fee	\$ 25.00 per item
EFT NSF Fee	\$ 30.00 per item
	\$ 40.00 to re-repost NSF fee
Interac Online Payment (IOP)	One-time setup, monthly, and per transaction fees
Setup Fee	\$ 150.00 one-time fee
Monthly Fee	\$ 25.00 monthly
Bank Deposit	\$ 1.00 per deposit
Transaction Processing	\$ 1.50 per transaction
Minimum Monthly Discount	\$ 25.00
Generic Custodian Prepaid Card program setup	Program Setup Fees (one-time fee for each

	(program)
includes: <ul style="list-style-type: none"> - Setup Fee applied by the Network and Issuing Bank - Setup of Card program parameters, limits and fees at the processor - Card order file integration with processing platform - Set up file transfer processes for card orders, delivery requirements and other supporting files and reports - Setup and integration with Zoompass Financial Platform - Building customized cardholder portals - Standard reporting 	\$2,750
Custom white Labelled branded Prepaid Card program setup	Quote to be provided upon request. Pricing depends on volumes ordered and what is required. The client can customize the card and the fees.
Prepaid Card Load - Cardholder Limits (\$CAD)	Free for exchanger (subject to limits)
Maximum Balance at any time	\$5,000.00
Maximum Value per Load	\$5,000.00
Minimum value per Load	\$10.00
Maximum Daily Load Amount	\$5,000.00
Maximum Single Purchase Amount	\$5,000.00
Maximum Daily Purchase Amount	\$5,000.00
Maximum Single ATM Withdrawal Amount	\$1,000.00
Maximum Daily ATM Withdrawal Amount	\$1,000.00
Cardholder Fee Table for Customized GPR Visa Prepaid Cards (\$CAD):	Fee charged to cardholder (\$CAD)
Card Purchase and Activation Fee (one-time fee) - will be invoiced to Customer (includes file fee and shipping/mailling based on min. 100 cards/batch)	\$14.9
Monthly Maintenance Fee (starts 30 days after initial load)- includes 3 IVR calls per card	\$1.95
Load/Reload Fee	\$1.10
Interac Online Load Fee	\$1.50

- POS Transaction/Return Fee – Signature (Domestic)	\$0.30
- POS Transaction/Return Fee – Signature (International)	\$0.75
- POS Decline Fee	\$0.30
- ATM Withdrawal Fee (Domestic)	\$2.30
- ATM Decline Fee (Domestic)	\$0.95
- ATM Withdrawal Fee (International)	\$2.80
- ATM Decline Fee (International)	\$1.10
- IVR Customer Service Fee (per call)	Included in Monthly Fee
- Live Customer Service Fee (per call)	\$2.95
- PIN Change Fee (First Pin is Free)	\$0.50

Tab H

This is Exhibit "H" to the Affidavit of Jennifer
Robertson, sworn before me on the 30th day of
January, 2019

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a long horizontal stroke that curves upwards to the right.

Richard S. Niedermayer
A Barrister of the Supreme Court of Nova
Scotia

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

THE HONOURABLE) FRIDAY, THE 9TH
)
)
JUSTICE HAINES) DAY OF NOVEMBER, 2018

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

COSTODIAN INC., BILLERFY LABS INC., JOSE REYES, and
098470 B.C. LTD. d/b/a QUADRIGACX

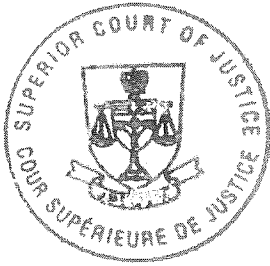
Respondents

APPLICATION UNDER Rule 43.02 of the *Rules of Civil Procedure*,
R.R.O. 1990, Reg 194

ORDER

THIS APPLICATION, made for an interpleader order, was heard on June 29, 2018 at 330 University Avenue, Toronto.

ON READING the notice of application, the affidavit of Donald Moroney sworn May 3, 2018, the affidavit of Jose Reyes sworn May 23, 2018, the affidavit of Gerald Cotten sworn May 23, 2018, the transcripts of the cross-examinations of Mr. Moroney, Mr. Reyes and Mr. Cotten held June 20, 2018, the factums and briefs of authorities filed by Canadian Imperial Bank of Commerce (“CIBC”), Costodian Inc. (“Costodian”), Billerfy Labs Inc. (“Billerfy”) and Mr. Reyes (collectively with Costodian and Billerfy, the “Reyes Respondents”) and 0984750 B.C. Ltd. d/b/a QuadrigaCX (“Quadriga”) and on hearing the submissions of counsel for CIBC, the Reyes Respondents and Quadriga:



Interpleader

1. **THIS COURT ORDERS** that, subject to paragraph 4 of this order, CIBC shall pay to the Accountant of the Superior Court all funds which CIBC has on deposit to the credit of Costodian in accounts 02-75115 and 48-10716 and to the credit of Jose Reyes in accounts 74-76892, 74-76930 and 96-22948 (collectively, the "**Disputed Funds**"), to await the outcome of a proceeding in this court to determine entitlement to the Disputed Funds.

2. **THIS COURT ORDERS** that, upon compliance with paragraph 1 of this order, CIBC will cease to be a party to this proceeding, and no person will thereafter be required to serve CIBC with any materials in respect of this proceeding.

GH

3. **THIS COURT ORDERS** that the the parties attend at a ~~9:30 a.m.~~ ^{10 AM} case conference at 330 University Avenue, Toronto, in order to set the procedure to determine entitlement to the Disputed Funds and costs of the application.

*ON
December
3 2018
FOR
ONE
HOUR*

GH

4. **THIS COURT ORDERS** that, for clarity, ~~nothing~~ in this Order shall be construed to release CIBC from any potential liability in relation to its handling of the Disputed Funds.

GH

Sealing

5. **THIS COURT ORDERS** that the Confidential Cross-Examination Transcript Brief and the Refusals and Undertakings Chart from the Examination of Gerald Cotten filed with the Court shall be treated as confidential, sealed and not form part of the public record.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

NOV 21 2018

Hanning

PER / PAR: *RW*

Canadian Imperial Bank of Commerce
Applicant and Respondents

Costodian Inc. et al.

Court File No.: CV-18-597240-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

Proceeding commenced at Toronto

ORDER

McCarthy Tétrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6
(416) 868-0673

Geoff R. Hall LSUC#: 347010
ghall@mccarthy.ca
Tel: 416-601-7856

Trevor Courtis LSUC#: 67715A
tcourtis@mccarthy.ca
Tel: 416-601-7643

Lawyers for
Canadian Imperial Bank of Commerce

Tab I

This is Exhibit "I" to the Affidavit of Jennifer
Robertson, sworn before me on the 30th day of
January, 2019

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a horizontal line extending to the right.

Richard S. Niedermayer
A Barrister of the Supreme Court of Nova
Scotia

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

THE HONOURABLE

JUSTICE *HAOKEY*

)
) *Murray* DAY THE *3* DAY
)
) OF *DECEMBER*, 2018
)



BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

COSTODIAN INC., BILLERFY LABS INC., JOSE REYES, and
0984750 B.C. LTD. d/b/a QUADRIGACX

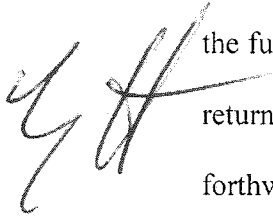
Respondents

ORDER

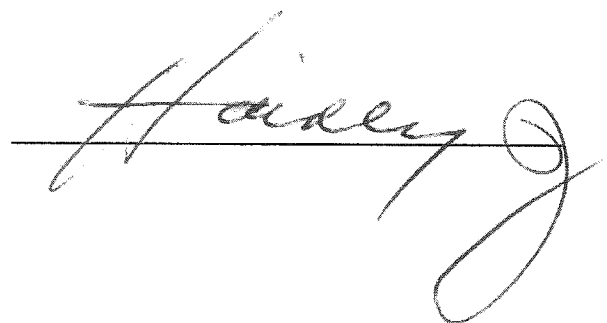
THIS MOTION made by the Respondent, 0984750 B.C. LTD. d/b/a QUADRIGACX, was heard this day at the Courthouse located at ~~303~~³³⁰ University Avenue, Toronto, Ontario. *3/11*

ON READING the Notice of Motion, Supplementary Affidavit of Gerald Cotton, and Affidavit of Christina Shiwsankar, and on hearing submissions of counsel:

1. **THIS COURT ORDERS** that the monies paid to the Accountant of the Superior Court pursuant to the Order entered on November 21, 2018, in the amount of USD \$70,074.69 and CAD \$25,754,525.20, shall be immediately released, except for the following:
 - a. R S Land and Cattle Ltd. (in the amount of \$99,985.00) and 1111602 B.C. Ltd. (in the amount of \$101,085.00), to be held back by the Accountant from the amount paid out pursuant to paragraph 1 and dealt with as set out below; and
 - b. Rupinder Judge, whose deposit was previously reversed by the Applicant in accordance with his wire instructions and which amount did not form part of the Disputed Funds paid into Court pursuant to the November 21, 2018 Order;
2. **THIS COURT ORDERS** the Accountant of the Superior Court to return the amount of the funds described in paragraph 1(a) to the Applicant and a Direction to the Applicant to return the amounts identified to R S Land and Cattle Ltd. and to 1111602 B.C. Ltd. forthwith
3. **THIS COURT ORDERS** that Costodian Inc., provide notice within 7 days of this Order to the parties described in paragraph 1(a), namely, R S Land and Cattle Ltd. and 1111602 B.C. Ltd., that their deposit amounts have been paid into Court and that they, or their counsel, may apply to the Court by motion in writing requesting the release of those funds; or, in the alternative,
4. **THIS COURT ORDERS** the Accountant of the Superior Court to release the funds set out in paragraph 1 to the Respondent, Costodian Inc., to be thereafter further distributed by Costodian Inc. to its co-Respondents, 0984750 B.C. Ltd. d/b/a QuadrigaCX, Billerfy Labs


A handwritten signature in black ink, appearing to be 'JH', is written over the text of paragraph 2. The signature is written in a cursive style.

Inc., Jose Reyes and itself in accordance with the contractual agreements between those Respondents.

A handwritten signature in cursive script, appearing to read "Hayley J.", written over a horizontal line.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

DEC 05 2018

PER / PAR: 

CANADIAN IMPERIAL BANK OF COMMERCE

and

COSTODIAN INC. et al.

Court File No: CV-18-597240-00CL

Applicant

Respondents

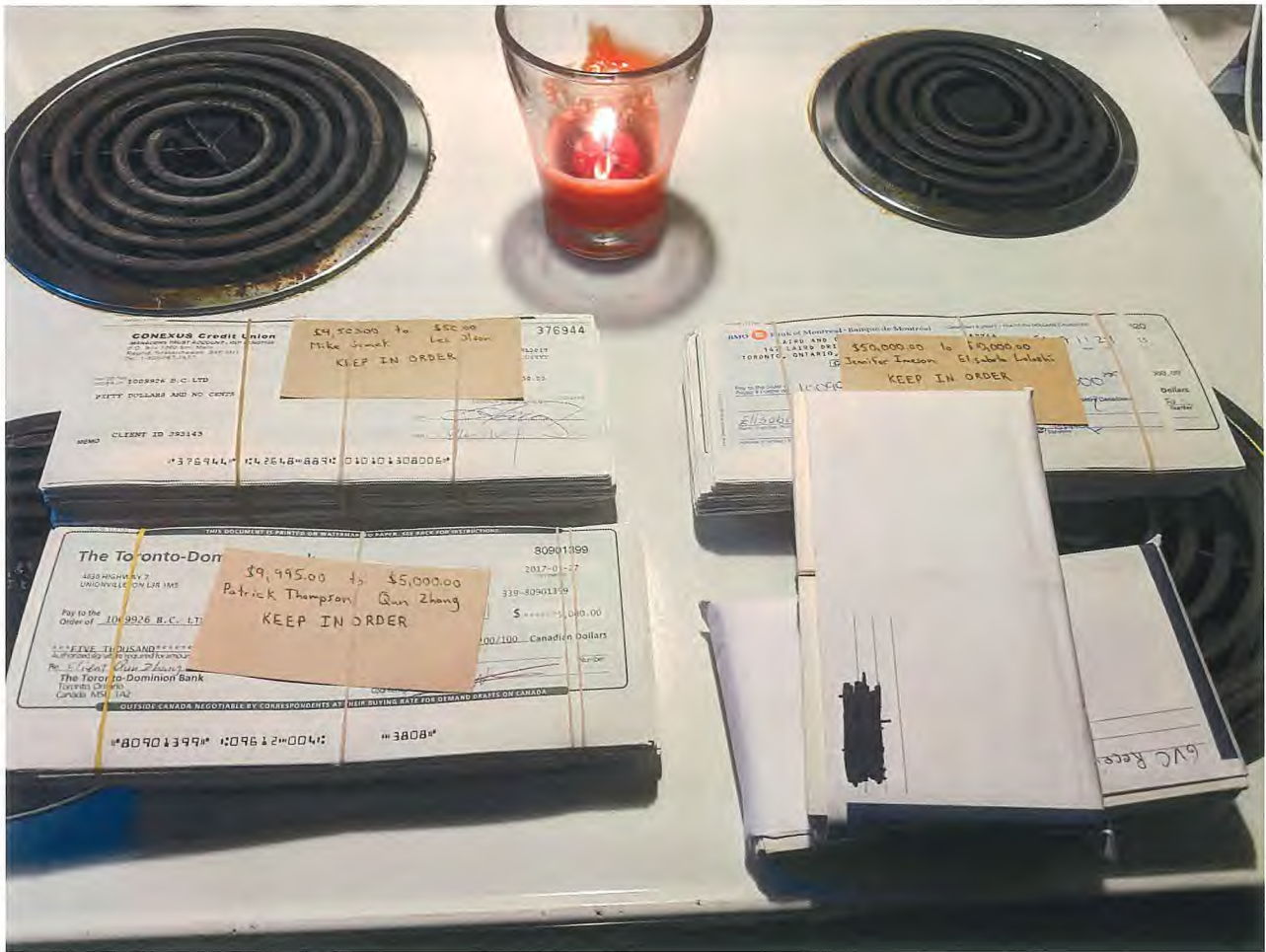
<p>ONTARIO SUPERIOR COURT OF JUSTICE (Commercial List)</p> <p>Proceeding commenced at TORONTO</p> <p>ORDER</p> <p>WADDELL PHILLIPS Professional Corporation 36 Toronto Street, Suite 1120 Toronto, ON M5C 2C5</p> <p>Margaret L. Waddell LSO#: 29860U marg@waddellphillips.ca</p> <p>John K. Phillips LSA #8295 / LSO#: 46206E john@waddellphillips.ca</p> <p>Tel: (647) 261-4486 Fax: (416) 477-1657</p> <p>Lawyers for the Respondent, 0984750 B.C. LTD. d/b/a QUADRIGACX</p>

Tab J

This is Exhibit "J" to the Affidavit of Jennifer
Robertson, sworn before me on the 30th day of
January, 2019

A handwritten signature in blue ink, consisting of a large, stylized initial 'R' followed by a long, sweeping horizontal stroke that extends to the right.

Richard S. Niedermayer
A Barrister of the Supreme Court of Nova
Scotia



CONEXUS Credit Union
2500 SHEPPARD AVENUE EAST, SUITE 100
SCARBOROUGH, ONTARIO M1S 4T5
905-476-2222
1-800-387-2222
2008024 B.C. LTD.
PVTY DOLLARS AND NO CENTS
CLIENT ID 392143
376944
\$4,500.00 to \$50.00
Mike Frank
Lee Olson
KEEP IN ORDER
38.00

BANK OF MONTREAL
1111 BAY ST. TORONTO, ONTARIO
416-967-1111
1-800-387-2222
\$50,000.00 to \$100,000.00
Jennifer Ineson
Glenn Lohrke
KEEP IN ORDER
11.23
100.00
Dollars

The Toronto-Dominion Bank
4800 HIGHWAY 7
UNIT 105/106, RICHMOND HILL, ONTARIO L4B 1M5
Pay to the Order of ID 9926 B.C. LTD.
FIVE THOUSAND
\$9,995.00 to \$5,000.00
Patrick Thompson
Qun Zhang
KEEP IN ORDER
80001899
2017-01-27
338-80901899
\$9,995.00
100/100 Canadian Dollars
3808
80901399
0061290
19610908

Bank of Montreal
1111 Bay St. Toronto, Ontario
416-967-1111
1-800-387-2222
\$50,000.00 to \$100,000.00
Jennifer Ineson
Glenn Lohrke
KEEP IN ORDER
11.23
100.00
Dollars
BVC Receipt



Tab K

This is Exhibit "K" to the Affidavit of Jennifer
Robertson, sworn before me on the 30th day of
January, 2019

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a long horizontal stroke that extends to the right.

Richard S. Niedermayer
A Barrister of the Supreme Court of Nova
Scotia

GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT dated January 29, 2019

BETWEEN:

JENNIFER K. M. ROBERTSON, an individual resident in the Province of Nova Scotia
(the "**Secured Party**")

OF THE FIRST PART

- and -

QUADRIGA FINTECH SOLUTIONS CORP., a body corporate
(**"Fintech"**)

OF THE SECOND PART

WHITESIDE CAPITAL CORPORATION, a body corporate
(**"Whiteside"**)

OF THE THIRD PART

0984750 B.C. LTD., a body corporate
(**"0984750"** and collectively with Fintech and Whiteside, the "**Debtors**")

OF THE FOURTH PART

WHEREAS the Secured Party has, from time to time, advanced and will continue to advance funds to support the operations of the Debtors;

AND WHEREAS the Secured Party has requested that the Debtors provide security for the advances made and to be made to the Debtors;

FOR VALUABLE CONSIDERATION, the receipt and sufficiency whereof is hereby acknowledged by the Debtors, each of the Debtors hereby acknowledges itself indebted to the Secured Party and promises to pay to the Secured Party the Obligations (as hereinafter defined) on presentation and surrender of this General Security Agreement at the Secured Party's address set out herein, or at such other place as the Secured Party may designate by notice in writing to the Debtors.

1. INTERPRETATION

1.1 In this General Security Agreement:

- (a) "*Accounts*" means all debts, accounts, claims, demands, money and choses in action which now are, or which may at any time hereafter be, due or owing to or owned by the Debtors and all books, records, documents, papers and

electronically recorded data recordings, evidencing or relating to such debts, accounts, claims, demands, money and choses in action or any part thereof;

- (b) "*Act*" means the *Personal Property Security Act* (Nova Scotia) and all regulations thereunder, as amended from time to time;
- (c) "*Collateral*" means the collateral charged pursuant to Article 2 of this General Security Agreement and, unless the context otherwise requires, any reference to "*Collateral*" includes the Collateral or any part of it;
- (d) "*Contracts*" means all contracts and contractual rights with respect to the Collateral to which any of the Debtors is now or may hereafter become a party or pursuant to which the Debtors has acquired rights, as the same may from time to time be amended, supplemented or otherwise modified;
- (e) "*Debtors*" means, collectively, Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd., each a body corporate under the laws of the Province of British Columbia;
- (f) "*Equipment*" means all equipment now owned or hereafter acquired by the Debtors and wherever located including, without limiting the generality of the foregoing, all machinery, tools, fixtures, furniture, furnishings, chattels, motor vehicles and other personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the foregoing;
- (g) "*Event of Default*" has the meaning assigned to that term in Article 12 herein;
- (h) "*Intellectual Property*" means all patents, trade-marks, copyrights, industrial designs, plant breeder's rights, integrated circuit topographies, trade-names, goodwill, confidential information, trade secrets and know-how, including without limitation, environmental technology and bio-technology, software and any registrations and applications for registration of the foregoing and all other intellectual and industrial property of the Debtors;
- (i) "*Inventory*" means all goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing;
- (j) "*Lien*" means any security interest, mortgage, hypothec, deed of trust, pledge, lien or other encumbrance or charge or other preferential arrangement of whatever kind or nature, regardless of form and whether consensual or arising by law (including, without limitation, any financing lease, conditional sale or title retention agreement), that secures the payment of any indebtedness or liability or the observance or performance of any obligation;
- (k) "*Lien hereof*" means the Lien created by this General Security Agreement;
- (l) "*Obligations*" means all present and future indebtedness, liabilities and obligations of any kind (including all accrued interest and costs), absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wheresoever

and howsoever incurred, and any ultimate balance thereof, including all advances on current or future advances and re-advances owing by the Debtors to the Secured Party, and for the performance of all obligations of the Debtors to the Secured Party, whether or not contained in this General Security Agreement (all of which indebtedness, liability and obligations are hereinafter collectively called the "**Obligations**").

- (m) "*Permitted Encumbrances*" means any security with respect to the assets of the Debtors as may be approved in writing by the Secured Party;
- (n) "*Person*" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof; and
- (o) "*Security Interest*" means the charges, assignments and transfers and the security interests created pursuant to Article 2 of this General Security Agreement.

1.2 Words and expressions used herein that have been defined in the Act shall be interpreted in accordance with their respective meaning given in the Act unless otherwise defined herein or unless the context otherwise requires.

1.3 The Secured Party and the Debtors and the personal pronoun "it" or "its" or "their" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used and shall include any successor or assign thereof.

1.4 The invalidity or unenforceability of the whole or any part of any section of this General Security Agreement shall not affect the validity or enforceability of any other section or the remainder of such section.

1.5 The headings of the sections of this General Security Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this General Security Agreement.

1.6 This General Security Agreement shall be governed by the laws of Nova Scotia.

2. **SECURITY INTEREST**

2.1 As security for the due payment and performance by it of the Obligations, each of the Debtors hereby mortgages, charges, assigns and transfers to the Secured Party, and grants to the Secured Party a security interest in, all the Debtors' right, title and interest in and to all presently owned or held and after acquired or held personal property of each of the Debtors, of whatever nature or kind and wheresoever situate and all proceeds thereof and therefrom, including, without limiting the generality of the foregoing:

- (a) the Equipment;
- (b) the Inventory;
- (c) the Accounts;

- (d) all documents of title, chattel paper, instruments, investment property and money, and all other goods of the Debtors that are not Equipment, Inventory or Accounts; and
- (e) all contractual rights, licenses, goodwill, patents, trademarks, trade names, copyrights and other Intellectual Property of the Debtors, all other choses in action of the Debtors of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Debtors, and all other intangible property of the Debtors which is not Accounts, chattel paper, instruments, documents of title, securities or money.

2.2 Without limiting the foregoing, all right, title and interest in all Inventory and other goods from time to time sold, delivered or supplied to the Debtors by the Secured Party shall remain in the Secured Party, at the risk of the Debtors, until the payment in full by the Debtors to the Secured Party of the purchase price of such Inventory and other goods and the Debtors has fully performed all other obligations in respect thereof.

2.3 The Security Interests shall not apply to any consumer goods of the Debtors.

3. ATTACHMENT OF SECURITY INTERESTS

3.1 Each of the Debtors acknowledges that the Security Interests hereby created attach upon the execution of this General Security Agreement (or in the case of any after acquired property, upon the date of acquisition thereof) and that the Security Interests created hereby shall be effective upon the execution of this General Security Agreement notwithstanding when the Obligations may arise or whether the moneys secured thereby or any part thereof is advanced before or after or at the time of the issue of this General Security Agreement.

4. PROHIBITIONS

4.1 Without the prior written consent of the Secured Party, the Debtors shall not create, grant, assume or permit or suffer to exist any Lien on any of the Collateral other than Permitted Encumbrances.

5. OBLIGATIONS SECURED

5.1 This General Security Agreement and the Security Interests created hereby are in addition to and not in substitution for any other security or security interest now or hereafter held by the Secured Party from the Debtors or from any other Person whomsoever and shall be general and continuing security for the payment and performance of all of the Obligations.

6. CONDUCT OF BUSINESS

6.1 Until the Lien hereof become enforceable and the Secured Party determines to enforce such security, the Debtors shall be permitted in the same manner and to the same extent as if this General Security Agreement had not been executed, but subject to the express terms thereof, to possess, operate, manage, use and enjoy the Collateral freely to control the conduct of its business and to take and use the income and profits thereof.

7. REPRESENTATIONS AND WARRANTIES

7.1 Each of the Debtors represents and warrants to the Secured Party that:

- (a) this General Security Agreement has been duly and properly authorized, created, executed and delivered to the Secured Party as security for the Obligations and constitutes a legal, valid and binding obligation of the Debtors enforceable by the Secured Party against the Debtors and the Collateral in accordance with its terms;
- (b) the Debtors lawfully owns and is lawfully possessed of all presently held Collateral and has good title thereto, free from all Liens, save only the Permitted Encumbrances, and the Debtors have good right and lawful authority to grant the Security Interests as provided by this General Security Agreement.

8. COVENANTS OF THE DEBTORS

8.1 Each of the Debtors covenants that at all times while this General Security Agreement remains in effect the Debtors will:

- (a) defend the title to the Collateral for the benefit of the Secured Party against the claims and demands of all persons;
- (b) fully and effectually maintain and keep maintained the Security Interests valid and effective;
- (c) maintain the Collateral in good order and repair;
- (d) forthwith pay:
 - (i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Debtors shall in good faith contest its obligations so to pay and shall furnish such security as the Secured Party may require; and
 - (ii) all mortgages, security interests, charges, encumbrances, assignments, liens and claims which rank or could in any event rank in priority to any Security Interest save only the charges or security interests, if any, consented to in writing by the Secured Party or shown in any Schedule hereto;
- (e) forthwith pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) which may be incurred by the Secured Party in:
 - (i) inspecting the Collateral;
 - (ii) negotiating, preparing, perfecting and registering this General Security Agreement or notice thereof and other documents, whether or not relating to this General Security Agreement;
 - (iii) investigating title to the Collateral;
 - (iv) taking, recovering, insuring and keeping possession of the Collateral;

- (v) all other actions and proceedings taken in connection with the preservation of the Collateral and the enforcement of this General Security Agreement and of any other security interest held by the Secured Party as security for the Obligations;
- (f) at the Secured Party's request at any time and from time to time execute and deliver such further and other documents and instruments and do all acts and things as the Secured Party in its absolute discretion requires in order to confirm and perfect, and maintain perfection of, the Security Interests upon any of the Collateral;
- (g) notify the Secured Party promptly of:
 - (i) any change in the information contained herein relating to the Debtors, its business or the Collateral, including without limitation any change of name or address of the Debtors and any change in the present location of any Collateral;
 - (ii) the details of any material acquisition of Collateral;
 - (iii) any material loss or damage to Collateral;
 - (iv) any material default by any account debtor in payment or other performance of such debtor's obligations to the Debtors with respect to any Accounts; and
 - (v) the return to or repossession by the Debtors of Collateral where such return or repossession of Collateral is material in relation to the business of the Debtors;
- (h) prevent Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted hereby, from being or becoming an accession to property not covered by this General Security Agreement;
- (i) carry on and conduct its business in a proper and businesslike manner, including maintenance of proper books of account and records;
- (j) permit the Secured Party and its representatives, at all reasonable times, access to all its property, assets and undertakings and to all its books of account and records for the purpose of inspection and render all assistance necessary for such inspection; and
- (k) deliver to the Secured Party from time to time promptly upon request:
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtors regarding the Debtors' business;

- (iv) all policies and certificates of insurance relating to Collateral; and
- (v) such information concerning Collateral, the Debtors and the Debtors' business and affairs as the Secured Party may require.

8.2 Each of the Debtors covenants with the Secured Party that the Debtors will, after the security hereby created has become enforceable and the Secured Party has determined to enforce it, from time to time, execute and do all such assurances and things as the Secured Party may reasonably require for facilitating the realization of the Collateral and for exercising all the powers, authorities and discretions hereby conferred upon the Secured Party and for confirming to any purchaser of any of the Collateral whether sold by the Secured Party hereunder or by or pursuant to judicial proceedings, the title to the property so sold, and that it will give all notices and directions as the Secured Party may consider expedient.

9. **INSURANCE**

9.1 Each of the Debtors covenants that at all times while this General Security Agreement is in effect the Debtors shall:

- (a) maintain or cause to be maintained insurance on the Collateral with an insurer, of kinds, for amounts and payable to such person or persons, all as the Secured Party may require, and in particular maintain insurance on the Collateral to the full insurable value against loss or damage by fire including extended coverage endorsement and in the case of motor vehicles, maintain insurance against theft;
- (b) cause the insurance policy or policies required hereunder to be assigned to the Secured Party and have as part thereof a standard mortgage clause or a mortgage endorsement, as appropriate; and
- (c) pay any premium in connection with such insurance, and deliver all such policies to the Secured Party, if it so requires.

9.2 If proceeds of any insurance required hereunder become payable, the Secured Party may, in its absolute discretion apply such proceeds to such part or parts of the Obligations as the Secured Party may see fit or the Secured Party may release any such insurance proceeds to the Debtors for the purpose of repairing, replacing or rebuilding, but any release of insurance proceeds to the Debtors shall not operate as a payment on account of the Obligations or in any way affect this General Security Agreement.

9.3 The Debtors will forthwith, on the happening of loss or damage to the Collateral, notify the Secured Party thereof and furnish to the Secured Party at the Debtors' expense any necessary proof and do any necessary act to enable the Secured Party to obtain payment of the insurance proceeds, but nothing herein contained shall limit the Secured Party's right to submit to the insurer a proof of loss on its own behalf.

9.4 The Debtors hereby authorizes and directs the insurer under any policy of insurance required hereunder to include the name of the Secured Party as a loss payee on any cheque or draft which may be issued with respect to a claim under and by virtue of such insurance, and the production by the Secured Party to any insurer of a certified copy of this Agreement shall be its full and complete authority for so doing.

9.5 If the Debtors fail to maintain insurance as required by this General Security Agreement, the Secured Party may, but shall not be obliged to, maintain or effect such insurance coverage, or so much thereof as the Secured Party considers necessary for its protection.

10. PERFORMANCE OF OBLIGATIONS

10.1 If the Debtors fail to perform any of its obligations hereunder, the Secured Party may, but shall not be obliged to, perform any or all of such obligations without prejudice to any other rights and remedies of the Secured Party hereunder, and any payments made and any costs, charges, expenses and legal fees and disbursements incurred in connection therewith shall be payable by the Debtors to the Secured Party forthwith with interest until paid at the highest rate borne by any of the Obligations.

11. DISPOSAL OF COLLATERAL

11.1 Except as herein provided, without the prior written consent of the Secured Party, the Debtors will not:

- (a) sell, lease or otherwise dispose of the Collateral;
- (b) release, surrender or abandon possession of the Collateral; or
- (c) move or transfer the Collateral from its present location.

11.2 Provided that the Debtors are not in default under this General Security Agreement, at any time without the consent of the Secured Party the Debtors may lease, sell, license, consign or otherwise deal with items of Inventory in the ordinary course of its business and for the purposes of carrying on its business.

12. DEFAULT

12.1 Subject to the terms of this General Security Agreement, upon the occurrence of any of the following events (an "**Event of Default**"), this General Security Agreement shall become immediately due and payable to the full extent of the Obligations and the security constituted by this General Security Agreement shall become enforceable:

- (a) any of the Debtors fails to pay when due any indebtedness or liability to the Secured Party; or
- (b) any of the Debtors are in breach of any term, condition, obligation or covenant to the Secured Party, or any representation or warranty to the Secured Party is untrue, whether or not contained in this General Security Agreement; or
- (c) any of the Debtors declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of provisions for relief under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation in any jurisdiction, or makes an authorized assignment; or
- (d) a receiver, receiver and manager or receiver-manager of all or any part of the Collateral is appointed; or

- (e) any of the Debtors ceases or threatens to cease to carry on all or a substantial part of its business; or
- (f) an order of execution against the Collateral or any part thereof remains unsatisfied for a period of 10 days; or
- (g) without the prior written consent of the Secured Party, any of the Debtors creates or permits to exist any security interest in, charge, encumbrance, lien on or claim against any of the Collateral which ranks or could in any event rank in priority to or *pari passu* with any Security Interest; or
- (h) the holder of any other security interest, charge, encumbrance or lien on or claim against any of the Collateral does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim; or
- (i) if an order is made or an effective resolution is passed for winding up any of the Debtors; or
- (j) any of the Debtors enters into an amalgamation, merger, reconstruction, reorganization or other similar arrangement with any other person or persons; or
- (k) the Secured Party in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy.

13. ENFORCEMENT

13.1 Upon any default under this General Security Agreement, the Secured Party may declare any or all of the Obligations to become immediately due and payable and the security hereby constituted will immediately become enforceable. To enforce and realize on the Security Interests the Secured Party may take any action permitted by law or in equity, as it may deem expedient, and in particular without limiting the generality of the foregoing, the Secured Party may do any of the following:

- (a) appoint by instrument a receiver, receiver and manager or receiver-manager (the person so appointed is hereinafter called the "**Receiver**") of the Collateral, with or without bond as the Secured Party may determine, and from time to time in its absolute discretion remove such Receiver and appoint another in its stead;
- (b) enter upon any premises of the Debtors and take possession of the Collateral with power to exclude the Debtors, its agents and its employees therefrom, without becoming liable as a mortgagee in possession;
- (c) preserve, protect and maintain the Collateral and make such replacements thereof and repairs and additions thereto as the Secured Party may deem advisable;
- (d) sell, lease or otherwise dispose of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained therefor and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Secured Party may seem reasonable, provided that if any sale, lease or other disposition is on credit the Debtors will not be entitled to be credited

with the proceeds of any such sale, lease or other disposition until the money therefor is actually received; and

- (e) exercise all of the rights and remedies of a secured party under the Act and all regulations thereunder or of a mortgagee under the laws of the Province of Nova Scotia, as amended from time to time.

13.2 A Receiver appointed pursuant to this General Security Agreement shall be the agent of the Debtors and not of the Secured Party and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Secured Party hereunder, and in addition shall have power to carry on the business of the Debtors and for such purpose from time to time to borrow money either secured or unsecured, and if secured by a security interest on any Collateral such security interest may rank before or *pari passu* with or behind any Security Interest, and if it does not so specify such security interest shall rank before the Security Interests.

13.3 Subject to the claims, if any, of the creditors of the Debtors ranking in priority to this General Security Agreement, all amounts realized from the disposition of Collateral pursuant to this General Security Agreement will be applied as the Secured Party, in its absolute discretion, may direct as follows:

- (a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and his own client basis) incurred by the Secured Party in connection with or incidental to:
 - (i) the exercise by the Secured Party of all or any of the powers granted to it pursuant to this General Security Agreement; and
 - (ii) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to it pursuant to this General Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;
- (b) in or toward payment to the Secured Party of all principal and other amounts (except interest) due in respect of the Obligations;
- (c) in or toward payment to the Secured Party of all interest remaining unpaid in respect of the Obligations.

13.4 Subject to applicable law and the claims, if any, of other creditors of the Debtors, any surplus will be paid to the Debtors.

13.5 Any time after the occurrence of an Event of Default the Secured Party may, on such terms and conditions (if any) as it may prescribe, waive such default and/or that part of such Event of Default rendering this General Security Agreement outstanding and immediately due and payable, provided that no such waiver shall affect or be deemed to affect in any way any subsequent default or any rights resulting therefrom.

13.6 The Secured Party may take any or all of the actions provided herein without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by law) to or upon the Debtors or any other person, and each of the Debtors hereby waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law.

14. DEFICIENCY

- 14.1 The Debtors shall remain liable for any deficiency if the amounts realized from the disposition of the Collateral are not sufficient to pay the Obligations in full and the Debtors will immediately pay to the Secured Party the amount of such deficiency.

15. LIABILITY OF THE SECURED PARTY

- 15.1 The Secured Party shall not be responsible or liable for any debts contracted by the Debtors, for damages to persons or property or for salaries or non-fulfilment of contracts during any period when the Secured Party shall manage the Collateral upon entry, as herein provided, nor shall the Secured Party be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Secured Party shall not be bound to do, observe or perform or to see to the observance or performance by the Debtors of any obligations or covenants imposed upon the Debtors nor shall the Secured Party, in the case of investment property, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Secured Party be obliged to keep any of the Collateral identifiable. Each of the Debtors hereby waives any applicable provision of law permitted to be waived by it which imposes higher or greater obligations upon the Secured Party than aforesaid.

16. APPOINTMENT OF ATTORNEY

- 16.1 The Debtors hereby irrevocably appoint the Secured Party or the Receiver, as the case may be, with full power of substitution, to be the attorney of the Debtors for and in the name of the Debtors to sign, endorse or execute under seal or otherwise any deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Debtors are obliged to sign, endorse or execute and generally to use the name of the Debtors and to do all things as may be necessary or incidental to the exercise of all or any of the powers conferred on the Debtors or the Receiver, as the case may be, pursuant to this General Security Agreement.

17. APPROPRIATION OF PAYMENTS

- 17.1 Any and all payments made in respect of the Obligations from time to time and monies realized from any of the Security Interests held therefor (including monies collected in accordance with or realized on any enforcement of this General Security Agreement) may be applied to such part or parts of the Obligations as the Secured Party may see fit, and the Secured Party may at all times and from time to time change any appropriation as the Secured Party may see fit.

18. WAIVER

- 18.1 The Secured Party may from time to time and at any time waive in whole or in part any right, benefit or default under any clause of this General Security Agreement but any such waiver of any right, benefit or default on any occasion shall be deemed not to be a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default, as the case may be. No waiver shall be effective unless it is in writing.

19. **NOTICE**

19.1 Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by fax or electronic mail to the attention of the person as set forth below:

(a) In the case of the Secured Party, to:

71 Kinross Court
Fall River, Nova Scotia
B2T 0E4

(b) In the case of the Debtors to:

Fintech:

1500 - 409 Granville Street
Vancouver, British Columbia
V6C 1T2

Whiteside:

1500 – 409 Granville Street
Vancouver, British Columbia
V6C 1T2

0984750:

1500 – 409 Granville Street
Vancouver, British Columbia
V6C 1T2

19.2 Any such notice shall be deemed to be given and received when received, unless received after 5:00 pm Halifax, Nova Scotia time or on a day other than a Business Day, in which case the notice shall be deemed to be received the next Business Day. A "**Business Day**" means any day other than a Saturday, Sunday or any other day in which banks in Halifax, Nova Scotia, are not open for business.

20. **EXTENSIONS**

20.1 The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests and otherwise deal with the Debtors, account debtors of the Debtors, sureties and others and with collateral and other security interests as the Secured Party may see fit without prejudice to the liability of the Debtors or the Secured Party's right to hold and realize on the Security Interests.

21. **NO MERGER**

21.1 This General Security Agreement shall not operate so as to create any merger or discharge of any of the Obligations, or of any assignment, transfer, guarantee, lien, contract, promissory notes, bill of exchange or security interest of any form held or which

may hereafter be held by the Secured Party from the Debtors or from any other person whomsoever. The taking of a judgment with respect to any of the Obligations will not operate as a merger of any of the covenants contained in this General Security Agreement.

22. RIGHTS CUMULATIVE

22.1 All rights and remedies of the Secured Party set out in this General Security Agreement, and in any other security agreement held by the Secured Party from the Debtors or any other person whomsoever to secure payment and performance of the Obligations, are cumulative and no right or remedy contained herein or therein is intended to be exclusive but each is in addition to every other right or remedy contained herein or therein or in any existing or future security agreement or now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Debtors and the Secured Party that may be in effect from time to time.

23. ASSIGNMENT

23.1 The Secured Party may, without further notice to the Debtors, at any time assign, transfer or grant a security interest or mortgage and charge in this General Security Agreement and the Security Interests to any assignee. Each of the Debtors expressly agrees that the assignee, transferee or secured party, as the case may be, shall have all of the rights and remedies of the Secured Party under this General Security Agreement and the Debtors will not assert any defense, counterclaim, right of set-off or otherwise any claim which it now has or hereafter acquires against the Secured Party in any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.

24. SATISFACTION AND DISCHARGE

24.1 Any partial payment or satisfaction of the Obligations or any ceasing by the Debtors to be indebted to the Secured Party shall be deemed not to be a redemption or discharge of this General Security Agreement. The Debtors shall be entitled to a release and discharge of this General Security Agreement only upon full payment and satisfaction of all Obligations, and upon written request by the Debtors and payment of all costs, charges, expenses and legal fees and disbursements incurred by the Secured Party in connection with the Obligations and such release and discharge.

25. ENUREMENT

25.1 This General Security Agreement shall enure to the benefit of the Secured Party and its successors and assigns, and shall be binding upon the successors and permitted assigns of the Debtors.

26. COPY OF AGREEMENT AND FINANCING STATEMENT

26.1 Each of the Debtors hereby:

- (a) acknowledges receiving a copy of this General Security Agreement; and

- (b) waives all rights to receive from the Secured Party a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this General Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Debtors have executed this General Security Agreement on the day and year set out on the first page.

SIGNED AND DELIVERED in the presence of:

Carol A. Terry
Witness

QUADRIGA FINTECH SOLUTIONS CORP.

Per: Thomas R. Beasley
Name: THOMAS R BEASLEY
Title: DIRECTOR

Carol A. Terry
Witness

WHITESIDE CAPITAL CORPORATION

Per: Thomas R. Beasley
Name: THOMAS R BEASLEY
Title: DIRECTOR

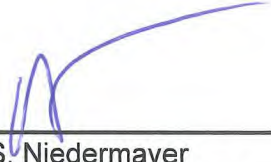
Carol A. Terry
Witness

0984750 B.C. LTD.

Per: Thomas R. Beasley
Name: THOMAS R BEASLEY
Title: DIRECTOR

Tab L

This is Exhibit "L" to the Affidavit of Jennifer Robertson, sworn before me on the 30th day of January, 2019

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a long, sweeping horizontal stroke that extends to the right.

Richard S. Niedermayer
A Barrister of the Supreme Court of Nova Scotia

J.A. Snow Funeral Home

339 Lacewood Dr.
Halifax, Nova Scotia
B3S 0E1

STATEMENT OF DEATH

Name of Deceased Gerald William Cotten

Date of Birth May 11, 1988

Date of Death December 9, 2018

Place of Death Jaipur, India

We certify the above to be a true statement from our records.

Dated in Halifax, Nova Scotia this 12 day of December, 2018

J.A. Snow Funeral Home

Per 

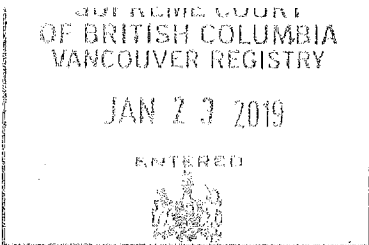
Leslie Jollimore-Behie, FD

Tab M

This is Exhibit "M" to the Affidavit of Jennifer
Robertson, sworn before me on the 30th day of
January, 2019



Richard S. Niedermayer
A Barrister of the Supreme Court of Nova
Scotia



No.S-190709
Vancouver Registry

In the Supreme Court of British Columbia

In the Matter of the *Business Corporations Act*, SBC 2002, c. 57

Between

**Jennifer Robertson, as Executor of the Estate of Gerald
Cotten**

Petitioner

and

Quadriga Fintech Solutions Corp.

Respondent

ORDER MADE AFTER PETITION

BEFORE *Mr. Justice Gauthier*)
Shawyer)
Shawyer)
January 23, 2019)

ON THE PETITION of the Petitioners:

- coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC on 23/Jan/2019 and on hearing Mallory K. Hogan, lawyer for the Petitioner, and no one appearing for the Respondent although duly served;

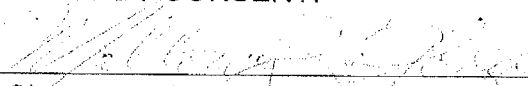
THIS COURT ORDERS that:

1. Pursuant to s. 235(1) of the *Business Corporations Act*, notice of this application be dispensed with;
2. A general meeting of the shareholders (the "Meeting") of Quadriga Fintech Solutions Corp. ("QFS") will be held at 400 – 856 Homer Street in Vancouver, British Columbia on Friday, January 25, 2019 at 10:00am (PST) for the following purposes:
 - (a) to elect directors of QFS; and
 - (b) to transact such other business as may properly come before the Meeting.
3. With respect to the Meeting, this Court orders:
 - (a) the need to set a record date for the Meeting for the purposes of determining those shareholders entitled to receive notice of, and vote at, the Meeting is dispensed with;

- (b) that the notice requirements for the Meeting as required by the Articles of QFS shall be varied, and the petitioner shall distribute the Notice of Meeting on or before Wednesday, January 23, 2019 at 5:00 pm (PST) to be delivered by courier to the address of each shareholder who continues to have both a legal and beneficial interest in QFS as set out in the last available shareholder register dated November 30, 2015 (shareholder register), except notice to Lovie Horner shall be delivered by email, and notice to Crypto Consulting Group Ltd., as the beneficial owner of certain shares in QFS, shall be delivered by email;
- (c) in the alternative to (b), that notice of the Meeting is dispensed with except that notice shall be provided by email to Lovie Horner and Crypto Consulting Group Ltd.;
- (d) the obligation under s. 185 of the *Business Corporations Act* that the directors place before the Meeting the annual financial statements of QFS is waived;
- (e) that the shareholders may attend the Meeting by telephone conference call; and

4. The petitioner's costs of this application shall be reimbursed in full by QFS on a solicitor client basis.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:




Signature of lawyer for Jennifer
Robertson, Executor of the Estate
Gerald Cotten

Mallory K. Hogan



By the Court



Registrar



Tab N

This is Exhibit "N" to the Affidavit of Jennifer Robertson, sworn before me on the 30th day of January, 2019



Richard S. Niedermayer
A Barrister of the Supreme Court of Nova Scotia

Quadriga Fintech Solutions Corp.
Directors' Meeting Minutes

January 27, 2019, 5:00 pm EST

(by conference call)

I. Call to order

Margaret Waddell called to order the first meeting of the Quadriga Fintech Solutions Corp. (QFS) directors at 5:00 pm on January 27, 2019.

II. Attendees

Margaret Waddell was present in her capacity as legal counsel to the Board.

The following directors were present:

Thomas Beazley

Jennifer Robertson

Jack Martel

III. New business

- a) A motion was passed unanimously for Ms. Waddell to chair the meeting, and to act as secretary for taking meeting minutes.
- b) Motion to appoint new directors for Whiteside Capital Corporation (Whiteside):
 - i) Mr. Beazley moved that the three directors of QFS be appointed the directors of Whiteside. Seconded by Ms. Robertson. Motion passed unanimously.
- c) Motion for Indemnification by QFS:
 - i) Mr. Beazley moved that QFS provide an indemnity to the three directors of QFS in the event that they are named as defendants in any litigation in the form attached as Schedule A. Seconded by Ms. Robertson. Motion passed unanimously.
- d) Discussion regarding remuneration for the QFS directors was tabled and deferred until a later meeting of the Directors.

Whiteside Capital Corporation
Directors' Meeting Minutes

January 27, 2019, 5:00 pm EST

(by conference call)

I. Attendees

Margaret Waddell was present in her capacity as legal counsel to the Board.

The following directors were present:

Thomas Beazley

Jennifer Robertson

Jack Martel

II. New business

- a. Ms. Waddell continued in the role of chair of the meeting, and secretary for taking meeting minutes.
- b. Motion to appoint new directors for 0984750 B.C. Ltd., carrying on business as QuadrigaCX (QCX):
 - i. Mr. Beazley moved that the three directors of Whiteside be appointed the directors of QCX. Seconded by Ms. Robertson. Motion passed unanimously.
- c. Motion for Indemnification by Whiteside:
 - i. Mr. Beazley moved that Whiteside provide an indemnity to the three directors of Whiteside in the event that they are named as defendants in any litigation in the form attached as Schedule A. Seconded by Ms. Robertson. Motion passed unanimously.

0984750 B.C. Ltd.
Directors' Meeting Minutes

January 27, 2019, 5:00 pm EST
(by conference call)

I. Attendees

Margaret Waddell was present in her capacity as legal counsel to the Board.

The following directors were present:

Thomas Beazley

Jennifer Robertson

Jack Martel

II. New business

- a. Ms. Waddell continued in the role of chair of the meeting, and secretary for taking meeting minutes.
- b. Motion for Indemnification by QCX:
 - ii. Mr. Beazley moved that QCX provide an indemnity to the three directors of QCX in the event that they are named as defendants in any litigation in the form attached as Schedule A. Seconded by Ms. Robertson. Motion passed unanimously.
- c. Motion to confirm the retainer of Stewart McKelvey and to proceed with an application under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36 as soon as possible. Ms. Robertson to be the main affiant for QCX for the application.

Adjournment

There being no further business for any of the three companies,

Motion to adjourn the meeting at 5:20 pm EST passed unanimously.

Minutes prepared by: Margaret Waddell

Schedule A

Corporate Indemnification and Advancement of Expenses

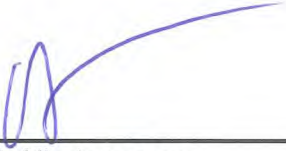
The Company shall reimburse each Director for all reasonable and necessary expenses incurred in carrying out her or his duties, upon presentation by the Director of appropriate documentation to support the expense.

Pursuant to the terms of the Corporation's Articles, and to the fullest extent permissible under the terms of the British Columbia *Business Corporations Act*, and in recognition of the fact that the Directors of the Company are assuming the risk that they may be named as parties to litigation involving the Company or one of its subsidiaries, the Company believing that the Directors have, and will, at all times act in good faith in the pursuance of their corporate responsibilities, the Company hereby agrees to advance to each Director the reasonable expenses incurred by each Director in responding to or defending any action in which they are named as parties arising directly or indirectly from fulfilling their role as a Director of the Company, and indemnify and hold the Director harmless in respect of any such expenses, inclusive of legal fees and expenses and related defence costs.

Before any advancement is made or indemnification is paid, each Director shall undertake to the Company that in the event that a court of law ultimately determines that any such Director was not acting in good faith, then the Director shall repay to the Company all advances paid to him or her.

Tab O

This is Exhibit "O" to the Affidavit of Jennifer Robertson, sworn before me on the 30th day of January, 2019

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a long, sweeping horizontal line that extends to the right.

Richard S. Niedermayer
A Barrister of the Supreme Court of Nova Scotia

Dashboard

Book Stats

Book	Latest Price	24h Volume	24h Volume
XBTCAD	\$5,390.98 CAD	5,327,895.87	5,317,874.54
XBTUSD	\$1,059.67	6,256,379.45	368,778
ETHCAD	\$163.06 CAD	76,992,523.11	9
ETHUSD	\$1,035.00 USD	14,866,957.05	4,736
LTCCAD	\$47.19 CAD	23,634,254.05	
LTCHBT	0.05878822 BT	12,795,873.33	8,828
SCACAD	\$181.68 CAD	4,384,483.43	11,303
SCXBT	0.03112475 BT	8,217,508.16	15,337
SNVCAD	\$67.20 CAD	2,475,001.15	
BTCCAD	\$14.31 CAD	97,011,358.16	
BTCHBT	0.0027581 BT	3,925,875.75	

Balances

Asset	Balance
Documents Pending Verification	15,337
DPOC In Progress	11,303
DPOC Completed	8,828
Pending Deposits	9
Pending Withdrawals	4,736

Verification Stats

Category	Count
Documents Pending Verification	15,337
DPOC In Progress	11,303
DPOC Completed	8,828
Pending Deposits	9
Pending Withdrawals	4,736

Wallets

Wallet	Balance	Pending Withdrawals	Hot Wallet Address
Bitcoin	94,254,973.97	172,205,142.17	3A8adub9mmf1Dh4hKk4a7v8u8u8AGovf1
Bitcoin Cash SV	0.01553657 BTC	500,208,427.11	b3n0ncash_qpf0y0c5f9apd4xmpd3ujp02j0ngp6s0h19
Bitcoin Cash	32,650,115.92 BTC	667,276,193.63	b3n0ncash_qpf0y0c5f9apd4xmpd3ujp02j0ngp6s0h19
Bitcoin Gold	1,983,909,193.00 BTG	366,521,768.86	Gh2585C0xAT6T6z75h79YhK143z4hK
Litecoin	760,961,179.70 LTC	6,000,913,234.42	MR6VvAF63KZYWPR3XV9UJ47J5RNG
Other	879,784,375.17	3,629,621,748.17	0x46aac3c59619496547ae57f6b4259aa6218

Balances

Asset	Last Month	This Month	Total
Bitcoin	26,959,903.17	16,655,632.17	1,866,035,979.47
Bitcoin Cash SV	18,227,105.15	4,569,140.62	38,224,552.77
Bitcoin Cash	25,628,938.15	5,137,962.65	7,45,950,330.77
Bitcoin Gold	31,713,525.95	42,399,269.86	628,322,852.57
Litecoin	194,115,311.65	112,215,769.15	16,278,207,580.67
Ether	193,425,957.75	121,637,142.17	13,624,866,356.35
Canadian Dollars	\$150,330,29.00	\$77,711,83.00	\$16,144,763.76
U.S. Dollars	\$6,667,04.00	\$3,342,85.00	\$467,757.39

Deposits

Asset	Last Month	This Month	Total
Canadian Dollars	\$67,213,87.00	\$19,619.19	\$14,278,214.67
U.S. Dollars			\$24,08.16

Withdrawals

Asset	Last Month	This Month	Total
Bitcoin			0.00909008
Canadian Dollars	\$103,342,97.42	\$8,777.55	\$4,586,950.19
U.S. Dollars	\$9,100.00	\$8.00	\$31,152.11

Users

Deposits

Withdrawals

Verifications

Activity

Users

Count Users

Pending Deposits

Pending Withdrawals

Merchants

APIs

Vouchers

Messaging

Reports

Tasks

Verification Stats

Documents Pending Verification

DPOC In Progress

DPOC Completed

Remittances

Settings

Bitcoin

Litecoin

Ethereum

Hot Wallet Address

Bitcoin

Bitcoin Cash SV

Bitcoin Cash

Bitcoin Gold

Litecoin

Other

Transactions

Logs

Flexspin

Transactions

Logs

Flexspin