

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 “Applicants”), for relief under the Companies’ Creditors Arrangement Act

FOURTH REPORT OF THE MONITOR

April 1, 2019

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INTRODUCTION

1. On February 5, 2019 (the “**Filing Date**”), Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. (“**Quadriga**” or the “**Company**”) d/b/a Quadriga CX and Quadriga Coin Exchange (collectively, the “**Applicants**”) were granted protection from their creditors by the Nova Scotia Supreme Court (the “**Court**”) under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”). Pursuant to an Order of Justice Wood dated February 5, 2019 (the “**Initial Order**”), Ernst & Young Inc. (“**EY**”) was appointed as the monitor (the “**Monitor**”) of the Applicants in these CCAA proceedings.

PURPOSE

2. The purpose of this Fourth Report of the Monitor (the “**Fourth Report**”) is to provide the Court and stakeholders with an update in respect of the following:
 - (a) Selection and appointment of the Official Committee of Affected Users (the “**Official Committee**”);
 - (b) Withdrawal of Stewart McKelvey as counsel to the Applicants;
 - (c) Proposed transition of the CCAA proceedings into proceedings under the *Bankruptcy and Insolvency Act* (the “**BIA**”);
 - (d) CCAA cash flow report;
 - (e) Representative Counsel’s fee application motion;
 - (f) Asset preservation request with Jennifer Robertson and other entities; and
 - (g) Assistance and requested relief with respect to the Third Party Payment Processors and update on efforts for the deposit of the Bulk Drafts.

TERMS OF REFERENCE

3. In preparing this Fourth Report, the Monitor has relied upon unaudited financial information, the Applicants books and records, financial information prepared by the Applicants (the “**Information**”) and discussions with the Applicants directors, senior management team, consultants (“**Management**”) and legal advisors. The Monitor has not

audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards (“GAAS”) pursuant to the *Chartered Professional Accountants Canada Handbook*, and accordingly the Monitor expresses no opinion or other form of assurance in respect of the Information.

4. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

SELECTION AND APPOINTMENT OF THE OFFICIAL COMMITTEE

5. The Representative Counsel Order granted by the Court on February 28, 2019 contemplated the selection of an Official Committee comprised of five (5) to seven (7) members. In accordance with the Order of the Court, the Monitor provided notice to all users of the Quadriga platform (the “**Affected Users**”) owed amounts in excess of \$1,000 that Miller Thomson LLP and Cox & Palmer (collectively, “**Representative Counsel**”) had been selected as Representative Counsel and that Representative Counsel was accepting applications for positions on the Official Committee. Representative Counsel undertook a process to canvas applications of parties interested in acting as a member of the Official Committee and a review and selection process of potential members. The details of the application and selection process are as outlined in the letter of Representative Counsel to Justice Wood dated March 18, 2019, a copy of which is attached as **Appendix “A”** to the Fourth Report.

6. The Monitor provided comments on the selection process designed by Representative Counsel and reviewed the shortlist of proposed members of the Official Committee prior to the final selection of the Committee Members by Representative Counsel. The Monitor supported the selection process by Representative Counsel and the recommendation of the seven (7) committee members and two (2) alternative members who now form the Official Committee. A copy of the Order appointing the members of the Official Committee is attached as **Appendix “B”** to the Fourth Report.

WITHDRAWAL OF STEWART MCKELVEY

7. On March 13, 2019, Stewart McKelvey wrote a letter to the Court (the “**SM Letter**”) and provided a copy of the letter to the Service List, informing the Court and the Service List of its decision to withdraw as counsel to the Applicants in these CCAA proceedings. A copy of the SM Letter is attached as **Appendix “C”**. The Applicants have not obtained new counsel to represent them in these CCAA proceedings. Stewart McKelvey continues to represent Jennifer Robertson and the Estate of Gerald Cotten.
8. The Monitor understands that Stewart McKelvey intends to file materials with the Court in relation to its decision to withdraw as Applicants’ counsel with any requested relief being returnable on the same date as the Monitor’s motion.

PROPOSED TRANSITION OF THE CCAA PROCEEDINGS

Current Status of the Applicants

9. As previously reported by the Monitor, the Applicants had no employees and only utilized the services of a small number of independent contractors to oversee the Quadriga operations. On January 28, 2019, the Applicants shut down the Quadriga website and exchange platform as a result of their liquidity constraints. The Applicants' have not carried on business as a cryptocurrency exchange since that date.
10. As a result of the platform shut down, the Applicants determined that the services of the majority of the independent contractors were no longer required. All of the Applicants independent contractors, except for three (3) individuals, were terminated effective February 28, 2019. The day to day services of the remaining three (3) contractors have also been limited recently and each of them has either resigned or been provided with notice that their services are no longer required. The Monitor has requested that certain of these independent contractors provide future services on an as needed basis, however, their ability to assist may be limited on a go-forward basis as they are exploring new employment opportunities.
11. Jennifer Robertson and Tom Beazley currently act as directors for each of the Applicants. As noted in the affidavit of Jennifer Robertson sworn January 30, 2019 (the "**Initial Robertson Affidavit**") in support of the Initial Order, both were appointed as directors of the Applicants very recently and both directors have indicated they have limited prior knowledge of the business and affairs of Quadriga. Ms. Robertson has advised that she would prefer not to continue acting as a director of the Applicants.

12. At the comeback hearing on March 5, 2019, the Court asked counsel to consider the proposed purpose and future structure for the CCAA proceedings considering the limited ongoing operations of the Applicants. The withdrawal of Stewart McKelvey as counsel to the Applicants has accelerated that review.

Proposed Bankruptcy

13. The Monitor has consulted with Peter Wedlake, the Court-appointed Chief Restructuring Officer (the “**CRO**”), Representative Counsel and Stewart McKelvey in respect of possible alternative processes to administer the Quadriga insolvency proceedings following the withdrawal of Stewart McKelvey as Applicants’ counsel, and believe the options are as follows:
 - (a) Continue the CCAA proceedings, with the CRO appointing replacement counsel for the Applicants and the Monitor maintaining its existing role within the CCAA proceedings. The involvement of Ms. Robertson and Mr. Beazley as directors would continue;
 - (b) Continue the CCAA proceedings, with the Monitor acting in an expanded capacity as “super monitor”. The governance structure on behalf of the Applicants would need to be revisited to determine the extent to which the CRO and directors of the Applicants would be required in this process. The Monitor anticipates that some legal representation of the Applicants would be required by the CRO to address issues as they arise; or

- (c) Transition the CCAA proceedings to bankruptcy proceedings under the BIA, following an order of the Court lifting the stay of proceedings for the purpose of permitting the CRO to assign each of the Applicants into bankruptcy. In this scenario, the Monitor would transition to the role of trustee-in-bankruptcy (the “**Trustee**”) of each of the Applicants and the roles of the directors of the Applicants would end. The role of the CRO would also end with the termination of the CCAA proceedings.
14. The factors which the Monitor, in consultation with the CRO and Representative Counsel, considered in determining the best path forward for the current proceedings were:
- (a) The objectives of the restructuring proceedings and ability of the Applicants to satisfy such objectives;
 - (b) Governance requirements in respect of each proposed insolvency proceeding;
 - (c) The information discovered by the Monitor since commencing its investigation of the business and affairs of the Applicants;
 - (d) The cost and delay of appointing new counsel for the Applicants; and
 - (e) Overall costs of future proceedings.
15. As set out in previous reports of the Monitor, the current objective of these CCAA proceedings is data and asset recovery. Given the present circumstances, the possibility that Quadriga will restructure and emerge from CCAA protection appears remote. The ongoing investigation to locate and recover assets for distribution to creditors with the

intent of optimizing recoveries for the Applicants' stakeholders can be efficiently administered in a proceeding under the BIA.

16. A bankruptcy proceeding would offer the following benefits:

- (a) A bankruptcy would allow for the potential sale of assets, including but not limited to Quadriga's operating platform, should it be determined to be of value and if such a sale was determined to be feasible and beneficial;
- (b) Governance issues would be addressed through the appointment of the Trustee for each of the Applicants thereby eliminating the need for the CRO or directors;
- (c) Representative Counsel and the Official Committee could continue to participate in a bankruptcy process along with inspectors appointed at the first meeting of creditors (though the same individuals may fulfill both roles); and
- (d) The Trustee will have additional investigatory powers without further relief from the Court that will be of assistance in the ongoing investigation of the business and affairs of the Applicants, including the right to compel production of documents and seek examination of relevant parties under oath.

17. In addition, given the current situation, a bankruptcy proceeding is likely to be a more cost-effective option for administering the Applicants' estates for the following reasons:

- (a) Formal updates to the Court on the CCAA proceedings would not be required. Updates would continue through the inspectors appointed under the BIA and

Representative Counsel. It would remain available to the Trustee to provide reports to Affected Users during the bankruptcy;

- (b) The CRO and new counsel for the Applicants would not be required which will reduce the professional costs of the proceedings; and
- (c) A bankruptcy proceeding would require fewer attendances before the Court than a CCAA proceeding although, given the nature of the issues anticipated to be addressed in the administration of the Applicants' estates, there will likely be additional motions and relief required from the Court within the Applicants' bankruptcy proceedings to efficiently administer the estates.

18. The Monitor notes that the following factors were also considered in respect of the proposed bankruptcy proceedings:

- (a) Generally, bankruptcy proceedings are conducted pursuant to a specific rule-based structure as set out in the BIA while CCAA proceedings are governed largely through orders of the Court. In some cases, the latter results in greater flexibility in dealing with complex issues within the CCAA proceedings. However, there remains the ability of the Trustee to seek ancillary orders from the Court as a means of re-introducing such flexibility as needed to efficiently administer the Applicants' estates; and
- (b) A dividend to unsecured creditors under the BIA may trigger a levy payable on all distributions which is not payable under the CCAA (levy is 5% on the first \$1,000,000 of payments, 1.25% on the second \$1,000,000 of payments, plus 0.25%

on payments in excess of \$2,000,000), however, the cost of the levy is expected to be offset by the factors above that make the bankruptcy proceedings more cost effective.

19. The Monitor believes the Affected Users will benefit if the current CCAA proceedings are converted to bankruptcy proceedings under the BIA. Transitioning from the CCAA to the BIA will streamline the administration of the proceedings, reduce the level of professional involvement and provide enhanced investigative powers for the Trustee.
20. The Monitor has consulted with the CRO and Representative Counsel in respect of the above considerations and the proposed transition. The CRO and Representative Counsel are both supportive of the CCAA proceedings transitioning to bankruptcy proceedings under the BIA. The Monitor has also consulted with Stewart McKelvey in respect of the proposed transition and terms of the draft Transition Order (as defined below). The Monitor is not aware of any stakeholder objecting to the proposed transition.

Proposed Termination and Bankruptcy Assignment Order

21. In order to efficiently transition the CCAA proceedings to a bankruptcy administration, the Monitor is requesting certain relief from the Court in the form of a Termination and Bankruptcy Assignment Order (the “**Transition Order**”). A copy of the draft Transition Order is attached as **Appendix “D”**. Capitalized terms used in this section of the Fourth Report and not otherwise defined have the meaning given to them in the Transition Order.
22. The Transition Order includes the following key terms:

- (a) Lifting of the stay of proceedings in the CCAA proceedings and authorizing and directing the CRO to file assignments into bankruptcy without any requirement for further approval from the directors of the Applicants (paras. 13 and 14);
- (b) Appointment of EY as the trustee in bankruptcy in the bankruptcy proceedings (para. 14);
- (c) Transition provisions to permit certain activities and steps to be conducted in the CCAA proceedings prior to the termination of the proceedings, including the following: (paras. 2-12)
 - i. Determination and payment of post filing expenses;
 - ii. Approval and payment of fees incurred during the CCAA of the CRO, the Monitor, Monitor's counsel, Applicants' counsel and Representative Counsel through to the CCAA Termination Date;
 - iii. Approval of the activities of the Monitor through to the CCAA Termination Date (collectively, the "**Remaining CCAA Steps**"); and
 - iv. Extending the stay of proceedings until the CCAA Termination Date.
- (d) Authorization for the Monitor to maintain a Post-filing Reserve to pay outstanding professional fees and post filing expenses associated with the CCAA proceedings (paras. 2-4);
- (e) Upon the completion of the Remaining CCAA Steps, authorization for the Monitor to file a certificate, upon the delivery of which the CCAA proceedings will be

terminated and the Monitor discharged. The Monitor will provide seven (7) days notice to the Service List of its intention to issue the Monitor's Discharge Certificate (paras. 7 and 8);

- (f) Upon the CCAA Termination Date, the Monitor and the CRO shall be discharged and released of Released Claims (paras. 10-12). The Administration Charge and Directors' Charge granted under the Initial CCAA Order will be terminated at such time (para. 9);
- (g) Transfer of assets held by the Monitor, such as the Disbursement Account and the Wallet, to the Trustee;
- (h) The Transition Order provides for the continuance into the bankruptcy proceedings of certain relief granted in orders issued by the Court in the CCAA proceedings, including:
 - i. Continued involvement of Representative Counsel and the Official Committee and continuation of the Representative Counsel Order and the order appointing the Official Committee;
 - ii. Granting of a charge in favour of Costodian Inc. in respect of the Disputed Amount as previously set out in the Banking Arrangement Order. The granting of a charge was proposed so that the segregated nature of the Separate Account, as contemplated in the Banking Arrangements Order, was maintained within the bankruptcy proceedings. The underlying

entitlement to fees would remain to be determined in accordance with the earlier Order;

- iii. Continuation of the Platform Access Order;
 - iv. Continuation of the Banking Arrangement Order;
 - v. Continuation of the Third Party Payment Processors Order (as defined below) if granted by the Court; and
 - vi. Continuation of the Asset Preservation Order (as defined below) if granted by the Court.
- (i) Various other provisions which the Monitor believe introduce additional and appropriate flexibility to the bankruptcy proceedings:
- i. Extension of time for the Trustee to comply with the statutory obligations under section 16 (giving of security) and section 21 (verifying bankrupt's statement of account) of the BIA until further Order of the Court;
 - ii. The maintenance of Representative Counsel and the Official Committee and the ability for Representative Counsel to file an omnibus proof of claim on behalf of all Affected Users (other than the Opt-out Individuals) for purposes of the first meeting of creditors in the bankruptcy proceedings (paras. 20 and 24);
 - iii. Modifying the manner in which notice is to be provided to creditors pursuant to section 102 of the BIA and the maintenance of creditor

listings, in light of the earlier notice to creditors provided in the CCAA proceedings, the involvement of Representative Counsel and privacy concerns previously articulated by the Affected Users in respect of their identities (paras. 21, 23 and 25);

- iv. The authority for the Trustee to continue all investigations commenced by the Monitor (para. 26); and
- v. Directing the passing of accounts of the Trustee, Trustee's Counsel and Representative Counsel to this Court.

23. The Monitor anticipates that it will return to this Court in the upcoming weeks with its final report as Monitor, which will update the Court and stakeholders on the investigation to date. At that time the Monitor will seek the approval of its activities to that date as Monitor and approval of the fees of the Monitor, its counsel, the CRO, and Representative Counsel. Thereafter the Monitor's Discharge Certificate may be filed and the CCAA proceedings and stay of proceedings under the Initial Order may be terminated. For this short time period, the bankruptcy proceedings will be in operation concurrently with the CCAA proceedings.

CCAA CASH FLOW REPORT

24. Attached as **Appendix "E"** to the Fourth Report is a variance analysis comparing the Applicants' actual cash flow for the four-week period dated March 2, 2019 to March 29, 2019 (the **"Period"**) to the cash flow projection included within the Third Report.

25. Actual cash receipts during the Period totalled \$4,232 compared with forecasted receipts of \$6,413,728 resulting in an unfavourable variance of \$6,409,496. The Period variance is comprised of:
- (a) \$589,388 negative timing variance relating to uncollected Third Party Payment Processor receivables. Demands for the return of funds have been issued however the timing and quantum of future collections remains uncertain; and
 - (b) \$5,824,340 negative timing variance associated with the endorsement and deposit of the Bulk Drafts. The Applicants are actively pursuing the assignment and endorsement of the Bulk Drafts in favour of the Monitor as described in greater detail within this Fourth Report.
26. Actual disbursements from the Disbursement Account totalled \$1,463,860 compared with forecasted disbursements of \$1,494,718 resulting in a favourable variance of \$30,857. The favourable variance is primarily comprised of:
- (a) \$300,000 positive timing variance associated with the repayment of the interim funding provided by Jennifer Robertson. The repayment has been deferred on consent of the affected parties; and
 - (b) \$268,444 negative variance caused by higher than anticipated professional fees incurred by the Monitor, Monitor's counsel and Applicants Counsel.

Revised Cash Flow Projection

27. The Applicants, with the assistance of the Monitor, has prepared a revised cash flow

forecast incorporating actual results from the Filing Date (i.e. February 5, 2019) through to March 29, 2019 with projected results for the two-week period ending April 12, 2019 (the “**Amended Cash Flow**”). A copy of the Amended Cash Flow is attached as **Appendix “F”**. The Amended Cash Flow has been prepared by management for the purpose described in the accompanying notes using probable and hypothetical assumptions set out therein.

28. The Monitor has established a provisional estimate of the Post-filing Reserve of \$720,000 to address outstanding CCAA obligations. The Monitor anticipates the Applicants, should the Transition Order be approved, will file assignments into bankruptcy on or before April 12, 2019.
29. The Post-filing Reserve will be maintained within the Disbursement Account and used to discharge outstanding CCAA obligations not otherwise forecast within the Amended Cash Flow. The residual cash balance within the Disbursement Account will, on the date of bankruptcy, be transferred to the respective estate bankruptcy accounts pursuant to the terms of the Transition Order.
30. The Monitor’s review of the Amended Cash Flow consisted of inquiries, analytical procedures and discussions related to information supplied to us by management. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Amended Cash Flow.
31. Based on the Monitor’s review, nothing has come to its attention that causes the Monitor to believe that, in all material respects:

- (a) The hypothetical assumptions are not consistent with the purpose of the Amended Cash Flow;
 - (b) As at the date of this Fourth Report, the probable assumptions developed by Management are not suitably supported and consistent with the Applicants' plans or do not provide a reasonable basis for the Amended Cash Flow, given the hypothetical assumptions; and
 - (c) The Amended Cash Flow does not reflect the probable and hypothetical assumptions.
32. Since the Amended Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur and the variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Amended Cash Flow will be achieved. The Monitor further expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Fourth Report.
33. The Amended Cash Flow has been prepared solely for the purpose described in the notes accompanying the Amended Cash Flow and readers are cautioned that it may not be appropriate for other purposes.

FEE APPLICATION OF REPRESENTATIVE COUNSEL

34. The Monitor understands that Representative Counsel will be bringing a motion returnable on the same date as the Monitor's motion to request an increase in the fee cap currently set

out in the Order appointing Representative Counsel and terminate the prior budgeting requirements set out in the Order. While this is a change from the earlier provisions, the nature of these proceedings has been uncertain and quickly evolving and as such Representative Counsel's earlier fee estimates were understated.

35. Representative Counsel's fees will continue to be subject to Court approval through to the CCAA Termination Date, and thereafter it is anticipated that the fee approval for Representative Counsel as well as the Monitor and its counsel, would be approved on a preliminary basis through the inspectors within the bankruptcy proceedings and on final approval before the Court. Therefore, the Monitor believes there is still transparency and protections with respect to the fees incurred by the Representative Counsel. Accordingly, the earlier requirement for continuous budgeting and a cap on the fees of Representative Counsel may no longer be required.

ASSET PRESERVATION REQUEST WITH JENNIFER ROBERTSON AND OTHER ENTITIES

36. During the course of the Monitor's investigation into Quadriga's business and affairs, the Monitor became aware of occurrences where the corporate and personal boundaries between Quadriga and its founder Gerald Cotten were not formally maintained, and it appeared to the Monitor that Quadriga funds may have been used to acquire assets held outside the corporate entity.
37. In order to further investigate these situations, and as noted in the Monitor's Third Report, the Monitor requested additional details and information from Jennifer Robertson in her capacity as executor of the estate of Gerald Cotten (the "**Cotten Estate**"), as well as

information relating to Ms. Robertson personally and her corporate or trust entities which may have been used by Ms. Robertson and/or Mr. Cotten to maintain assets. The Monitor also sought to obtain a voluntary preservation of assets agreement from the Cotten Estate and Ms. Robertson.

38. Discussions between the Monitor and counsel to Ms. Robertson and the Cotten Estate have culminated in a form of preservation of assets order (the “**Asset Preservation Order**”) which involves all assets held by the Cotten Estate, Ms. Robertson, the Seaglass Trust, Robertson Nova Consulting Inc., and Robertson Nova Property Management Inc. (collectively, the “**Preserving Parties**”) whether or not such assets are in the names of the respective parties and whether they are solely or jointly or beneficially owned. The Asset Preservation Order extends to assets which any of the Preserving Parties has the power, directly or indirectly, to dispose of or deal with as if it were their own. A copy of the draft Asset Preservation Order is attached as **Appendix “G”**.
39. The Asset Preservation Order would, subject to agreed modifications, prohibit the Preserving Parties from selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Preserving Parties, wherever situate.
40. Ms. Robertson and her counsel have agreed to prepare and disclose a list of relevant assets directly to the Monitor. Representative Counsel will also have an opportunity to review the disclosure when provided.
41. The Asset Preservation Order permits the Preserving Parties, with the consent of the Monitor, the ability to monetize certain assets where values may diminish during the term

of the Asset Preservation Order, and provides for the payment and satisfaction of living expenses, property and maintenance preservation expenses and legal expenses. The Monitor (and Trustee if appointed) will continue to have an active role in the oversight of these monetization efforts and expenses.

42. With respect to monetizing certain assets, while the terms of the proposed Asset Preservation Order were being negotiated, Ms. Robertson and her counsel have consulted with the Monitor in respect of various potential asset sales and strategies in a collaborative manner.
43. In certain instances identified to date, interested third party purchasers of certain assets currently held in the name of the Preserving Parties have expressed some reluctance to pursue a transaction over concerns that future claims may “follow the assets” in their hands. To address this concern and to offer some comfort to future bona-fide third party purchasers, the Asset Preservation Order incorporates release language to assist and facilitate future sales:

Sale of Assets

*Where assets have been monetized in accordance with the terms of this Order and with approval of the Monitor/Trustee and Representative Counsel, the Applicants’ and Affected Users release all claims as against title to the assets sold to a bonafide third party purchaser (the “**Purchased Assets**”). For the purposes of determining the nature and priority of any claims as against any Purchased Assets, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold.*

44. The Monitor has consulted with the CRO and Representative Counsel in respect of the terms of the Asset Preservation Order including the Sale of Assets provision above. The

Monitor believes both the CRO and Representative Counsel are supportive of the Asset Preservation Order. The Monitor understands the Official Committee will be meeting early this week to provide formal instructions to Representative Counsel in relation to the Asset Preservation Order.

45. The Monitor believes that the Asset Preservation Order is a positive development for Quadriga and its stakeholders. The Monitor temporarily discontinued its preparation for a *mareva* injunction pending the negotiation and agreement of the draft Asset Preservation Order. The Asset Preservation Order will allow the Monitor's investigation of Quadriga's business and affairs to continue without concern that assets possibly recoverable for the Applicants' stakeholders may be dissipated. The Asset Preservation Order would maintain all claims and defences in respect of any ultimate claims or relief which may be sought, however in the interim the Preserving Parties assets would be preserved with protocols in place to disclose, preserve and monetize assets.

THIRD PARTY PAYMENT PROCESSORS

46. As discussed in the Initial Robertson Affidavit and the Pre-Filing Report of the Monitor, Quadriga used third party payment processors (collectively, the "**Third Party Payment Processors**") to receive, hold and disburse customer funds on behalf of Quadriga. The Third Party Payment Processors identified by the Applicants as of the Filing Date were POSConnect Inc. ("**POSConnect**"), VoPay International Inc. ("**VoPay**"), BillerFY Labs Inc. ("**BillerFY**"), Costodian Inc. ("**Costodian**"), WB21, 700964 N.B. Inc. ("**N.B. Inc.**") and 1009926 B.C. Ltd. ("**B.C. Ltd.**"). Other Third Party Payment Processors have subsequently been identified by the Monitor and the Applicants.

47. Immediately following the Filing Date, the Applicants and Monitor attempted to contact the identified Third Party Payment Processors requesting information relating to prior transactions in respect of Quadriga property and requesting the return of any property of the Applicants being held by them. The information and documentation requested by the Applicants and Monitor is critical to ensuring the Monitor receives a full accounting of all property that the Third Party Payment Processors received on behalf of Quadriga and that the Monitor has the ability to trace missing funds deposited by Affected Users which may be recoverable for the benefit of the Applicants' stakeholders.
48. Since those initial communications, the Monitor has received certain VoPay account statements, statements and funds from N.B. Inc. and received the Costodian bank drafts as described in the Second Report. The Monitor has also taken possession of the 1,004 bank drafts (the "**Bulk Drafts**") payable to B.C. Ltd., which were subject to an assignment agreement with N.B. Inc. and previously delivered to Stewart McKelvey in its capacity as counsel to the Applicants. Stewart McKelvey delivered the Bulk Drafts to the Monitor subsequent to their withdrawal as Applicants' counsel.
49. The Monitor has encountered various issues in obtaining information and property of the Applicants that the Third Party Payment Processors are holding. The specific issues with the Third Party Payment Processors are described below and a copy of the draft Order that the Monitor is seeking from the Court with respect to the Third Party Payment Processors (the "**Third Party Payment Processor Order**") is attached as **Appendix "H"**.

B.C. Ltd

50. The Monitor understands that prior to the Filing Date, at the request of the Applicants, B.C. Ltd. executed an assignment (the “**Assignment Agreement**”) in favour of N.B. Inc. with respect to the Bulk Drafts and delivered the Bulk Drafts to N.B. Inc. The Monitor understands that B.C. Ltd. was a company incorporated by a former contractor of Quadriga and was not an arm’s length Third Party Payment Processor. A copy of the Assignment Agreement between B.C. Ltd. and N.B. Inc. is attached as **Appendix “I”**. N.B. Inc. also executed a bare trust in favour of Quadriga which acknowledged that the Bulk Drafts were property of Quadriga. A copy of the bare trust executed by N.B. Inc. is attached as **Appendix “J”**. The Monitor views the execution of the assignment and delivery of the Bulk Drafts by B.C. Ltd. and the execution of the bare trust by N.B. Ltd. in favour of Quadriga as support that neither B.C. Ltd. nor N.B. Inc. have any claim, interest or entitlement to the Bulk Drafts.
51. The Monitor has cross referenced a sample of 36 Bulk Drafts into the Quadriga platform and confirmed, without exception, that the Bulk Drafts sampled were recorded as fiat deposits into the applicable Affected User accounts. The sampled Affected Users subsequently had the ability to initiate trades on the Quadriga platform to buy cryptocurrency and in all but one (1) instance reviewed by the Monitor, the Affected Users did trade the fiat balances credited to their Quadriga accounts for cryptocurrency. All evidence obtained by the Monitor to date including the information generated from the sampling review referred to herein indicates the Bulk Drafts constitute Quadriga property.

52. As described in the Second Report, counsel to the Applicants believed an additional assignment from B.C. Ltd. was necessary to facilitate the deposit of the Bulk Drafts into the Disbursement Account because a schedule setting out the details of the Bulk Drafts was not attached to the assignment agreement and there was a minor discrepancy between the actual amount of the Bulk Drafts and the amount included in the assignment agreement.¹ The Assignment Agreement contemplates that B.C. Ltd. will provide additional cooperation and documentation as may be required for the purposes of fulfilling its obligations pursuant to the agreement (Section 3).
53. Following the Filing Date, counsel to the Applicants attempted to contact B.C. Ltd. on multiple occasions to obtain a new assignment agreement, however, representatives of B.C. Ltd. have not responded to any correspondence. The correspondence sent by counsel to the Applicants to B.C. Ltd. is attached as **Appendix “K”**.
54. As also described in the Second Report, B.C. Ltd was dissolved for failure to file a corporate annual report and it was necessary for the Applicants to commence a process to restore the company. The process to restore the company was initiated by Applicants’ counsel and assumed by the Monitor following their withdrawal. The process has now been completed resulting in the restoration of B.C. Ltd. which now has the legal capacity to enter into agreements and take other steps. A copy of the Restoration Certificate is attached as **Appendix “L”**. Section 363(4) of the British Columbia *Business Corporations Act*

¹ The actual total amount of the Bulk Drafts is \$5,838,425.92. The assignment agreement states that the amount of the Bulk Drafts was \$5,824,339.79.

provides “[a] company that is restored is deemed to have continued in existence as if it had not been dissolved...”

55. Following the withdrawal of Applicants’ counsel, the Monitor contacted the Royal Bank of Canada (“**RBC**”) to determine whether the Bulk Drafts could be deposited with the documents executed by B.C. Ltd. to date. RBC indicated that it may be able to deposit the Bulk Drafts with certain additional documents executed by N.B. Inc.
56. The additional required documents include an assignment agreement executed by N.B. Inc. and Quadriga in favour of the Monitor and endorsements executed on each of the Bulk Drafts. The Monitor believes obtaining the additional documents and depositing the Bulk Drafts is the most efficient path forward to making the Bulk Drafts accessible for the benefit of Quadriga’s stakeholders. The Monitor intends to serve B.C. Ltd. with the Fourth Report to ensure it is aware of the steps that the Monitor intends to take with respect to the Bulk Drafts. In the event B.C. Ltd. disputes the above information, including the Monitor’s position that the Bulk Drafts are Quadriga property, it will have the opportunity to raise their position with the Court and the Monitor at the motion returnable April 8, 2019.
57. In addition to attempting to contact representatives of B.C. Ltd. to obtain the additional assignment agreement, the Monitor requested information from B.C. Ltd. related to the property that it held on behalf of Quadriga. A copy of the letter sent by the Monitor to B.C. Ltd. is attached as **Appendix “M”**. B.C. Ltd. has not responded to the Monitor’s correspondence as well. The Monitor believes it is necessary for the Court to order B.C. Ltd. to disclose information in order for the Monitor to determine whether B.C. Ltd. has returned all of the funds it was holding on behalf of the Applicants.

WB21

58. On or about the Filing Date, the Applicants informed the Monitor that WB21 was holding approximately \$8,991,911.77 and US\$2,360,755.53 on behalf of Quadriga. According to the WB21 website, WB21 Inc. (n/k/a Black Banx Inc.) (“**WB21 Canada**”) was the Canadian entity of the organization doing business in Canada. A corporate profile report for WB21 Canada is attached to the Fourth Report as **Appendix “N”**. As set out in the corporate profile report, the name of the entity was changed to Black Banx Inc. on January 16, 2019. The website of the organization was also recently rebranded to Black Banx.
59. On February 6, 2019, the Monitor wrote to the sole director of WB21 Canada, Michael Gastauer, requesting the Applicants’ property be returned to the Monitor and that WB21 Canada deliver information in respect of the property that it held, including Quadriga’s account statements with WB21. On February 7, 2019, the Monitor received a letter from the WB21 Pte. Ltd. (“**WB21 Singapore**” and together with WB21 Canada, “**WB21**”) compliance group. The letter alleged that Quadriga opened an account with WB21 Singapore and entered into a contract with WB21 Singapore. The letter also stated that WB21 Singapore had closed Quadriga’s Canadian dollar and U.S. dollar accounts on December 31, 2018 and WB21 Singapore was “entitled to freeze accounts and withhold funds if there was reasonable doubt that the end user had engaged in fraudulent or suspicious activity.”
60. On March 9, 2019, the Monitor wrote again to WB21 requesting copies of any agreements between Quadriga and WB21 Singapore and information regarding the relationship between WB21 Canada and WB21 Singapore. Further, the Monitor advised that the

response provided by WB21 did not address the Monitor's demand for the return of property and information related to the property held by WB21. On March 18, 2019, WB21 Singapore replied to the Monitor. WB21 Singapore acknowledged it held an account for Quadriga, however it stated that it was only holding CDN\$11.77 and US\$5.53 and only "might be able to provide further information" upon conclusion of an internal investigation. WB21 Canada or WB21 Singapore provided no further information or documentation to support its claims and the basis for such nominal amounts. The correspondence between the Monitor and WB21 is attached as **Appendix "O"**.

61. The Monitor requires the Court's assistance to obtain account statements and documentation from WB21 as the Monitor continues to believe that WB21 may hold a significant amount of funds deposited by Affected Users. WB21 has been uncooperative with each of the requests of the Monitor and has not provided even basic information to the Monitor including the alleged agreement between Quadriga and WB21 Singapore and account statements for Quadriga's accounts with WB21. The Monitor also believes it is inappropriate for WB21 to continue to hold funds of Quadriga pending an alleged internal investigation. Any funds held in Quadriga accounts with WB21 should be immediately returned to the Monitor.

BillerFY and ePAD

62. BillerFY is a federally incorporated entity whose sole director is Mr. Jose Reyes who was previously before this Court on the motion in respect of the Banking Arrangements Order and is the sole director of Costodian, another Third Party Payment Processor. A copy of the corporate profile report for BillerFY is attached as **Appendix "P"**. The Monitor

understands that BillerFY acting as a Third Party Payment Processor received and disbursed a significant amount of funds on behalf of Quadriga. A copy of the Payment Services and Custody of Funds Agreement between Quadriga and BillerFY dated November 3, 2016 (the “**BillerFY Agreement**”) is attached as **Appendix “Q”**. Further details regarding the relationship between Quadriga, BillerFY and Costodian were the subject of the CIBC interpleader proceedings referenced in the Initial Robertson Affidavit, and detailed in affidavits filed by CIBC, Mr. Reyes, Mr. Gerald Cotten and cross examination of the affiants. If required for the purposes of this motion, the Monitor can provide these publicly available materials to the Court detailing the nature of the relationship and BillerFY’s involvement for the period relevant in the CIBC interpleader proceedings.

63. On February 6, 2019, the Monitor wrote to Mr. Jose Reyes requesting the return of any property of the Applicants held by BillerFY and information and documentation related to any property held by BillerFY. On March 9, 2019, the Monitor wrote again to counsel for BillerFY (who also acts for Mr. Reyes and Costodian) following up on its original request and noting in particular that it required the statements of the BillerFY RBC account that was disclosed in the interpleader proceedings with CIBC as being the recipient of Quadriga deposits from Costodian. The Monitor did not receive any response to its letters dated February 6, 2019 and March 9, 2019. Monitor’s counsel has also attempted to contact BillerFY’s counsel during this time frame seeking the additional information.
64. During the course of the Monitor’s investigation, the Monitor became aware that ePADregistry Inc. (“**ePAD**”), another company of which Jose Reyes is the sole director,

also received funds from Quadriga and/or the Affected Users. Copies of receipts from Affected Users showing deposits being made with ePAD are attached as **Appendix “R”**.

65. On March 21, 2019, the Monitor again wrote to counsel for BillerFY reiterating its requests for the return of property and information and documentation related to such property and also extended that request to ePAD. The correspondence sent by the Monitor to BillerFY and ePAD are attached as **Appendix “S”**.
66. The Monitor requires an accounting from BillerFY and ePAD to determine the location of Quadriga’s funds in order to recover such funds for the benefit of Affected Users. The Monitor also requires copies of the underlying account statements for all bank accounts of BillerFY and ePAD that hold or held property of Quadriga. BillerFY and ePAD have not to date provided such documentation despite repeated requests from the Monitor.
67. The Monitor notes that the BillerFY Agreement provides that BillerFY was to establish and maintain a cash account or accounts for the deposit and receipt of Quadriga funds (Section 2.1). BillerFY acted as a custodian of the assets deposited by Quadriga and/or the Affected Users and was responsible for the safekeeping of the custody assets (Section 2.2). The assets were to be held in segregated accounts in BillerFY’s books and BillerFY was responsible for recording the amounts and locations of the custody assets (Section 5.4). BillerFY was also required to provide Quadriga with “periodical reports, transaction advice and/or statements of accounts relating to the Custody Assets” with the level of depth of the reporting to be agreed in writing between parties from time to time.

POSConnect

68. On February 6, 2019, the Monitor wrote to Mr. Jeremy Murray of POSConnect requesting the return of any property of the Applicants held by POSConnect and information and documentation related to any property held by POSConnect. As indicated in the Initial Robertson Affidavit, the Applicants believed POSConnect was holding \$331,764.07 as of the Filing Date. On March 9, 2019, the Monitor wrote again to POSConnect following up on its initial letter.
69. On March 12, 2019, counsel to POSConnect replied to the Monitor alleging that under the terms of the contract between Quadriga and POSConnect it was entitled to continue holding Quadriga funds as amounts may become owing under the contract due to disputes with Quadriga customers. On March 20, 2019, counsel to POSConnect followed up with another letter stating that POSConnect owed approximately \$300,000 to Quadriga but under the terms of the agreement between the parties, POSConnect would continue holding the funds until the expiry of a hold period on April 28, 2019. The Monitor wrote again to POSConnect requesting account statements with supporting documentation related to property that POSConnect held and requested the immediate return of all Quadriga property. The Monitor also provided notice to POSConnect that it was preparing motion materials to request relief from the Court.
70. In the final exchanges between the Monitor and POSConnect immediately prior to the filing of these motion materials, the CRO and the Monitor have attempted to satisfy POSConnect's latest procedural requirements to permit base level access to the Monitor to access POSConnect's system. POSConnect has also requested payment to prepare account

statements of the funds it was holding on behalf of Quadriga. The Monitor will continue to work with POSConnect to determine the process by which POSConnect's reporting obligations can most easily be satisfied. The correspondence between the Monitor and POSConnect is attached as **Appendix "T"**.

71. For the Court's reference, a copy of the Custody of Funds and Payment Services Agreement between Quadriga and POSConnect dated May 2, 2017 and an addendum to the agreement dated with an effective date of November 20, 2018 (collectively, the "**POSConnect Agreement**") are attached as **Appendix "U"**. The POSConnect Agreement is similar to the BillerFY Agreement with POSConnect agreeing to establish and maintain an escrow account for the deposit and receipt of Quadriga funds (Section 2.1). Similar to the BillerFY Agreement, the assets of Quadriga were to be held in segregated accounts and POSConnect was responsible for recording the amounts and locations of the custody assets (Section 5.4). POSConnect was also required to provide Quadriga with "periodical reports, transaction advice and/or statements of accounts relating to the Custody Assets" with the level of depth of the reporting to be agreed in writing between parties from time to time.

VoPay International

72. On February 2, 2019, counsel for the Applicants provided VoPay with a copy of the January 31, 2019 notice of application in relation to Quadriga's initial CCAA application. Counsel to the Applicants, in that same e-mail communication, advised that Quadriga understood that VoPay was holding approximately \$217,000 on behalf of Quadriga and

requested that all funds standing to the credit of Quadriga be immediately delivered to Stewart McKelvey in trust.

73. Counsel for VoPay responded to Stewart McKelvey on February 5, 2019 advising that VoPay was not in a position to return funds at that time as VoPay had received numerous complaints from Quadriga customers having deposited funds through VoPay who were frustrated with Quadriga's lack of communication. Several of these Quadriga customers were allegedly threatening legal action and or filing criminal complaints against VoPay if customer deposits were not returned. In some cases, the deposits in question were made months ago and the funds were previously used to fund other Quadriga obligations.
74. Counsel for VoPay advised that Quadriga was liable to indemnify VoPay pursuant to section 6.1 of the Interact E-Transfer Services Agreement dated March 5, 2018 between the parties, a copy of which is attached as **Appendix "V"**. VoPay questioned whether a contingency fund would be established within the CCAA proceedings to respond to future claims against VoPay should they arise.
75. Subsequent to the issuance of the Initial Order, the Monitor independently wrote to VoPay making the same requests as with the other identified Third Party Payment Processors. On February 12, 2019, counsel to VoPay confirmed to the Monitor that it was holding \$116,262.17 for Quadriga and provided account statements in respect of the balance. VoPay confirmed that it was willing to transfer this balance to the Monitor subject to it addressing issues associated with a hold that had been placed on a VoPay bank account by the RBC and concerns regarding chargebacks that may result due to complaints from Affected Users.

76. On March 9, 2019, the Monitor replied to VoPay setting out that it believed the concern regarding chargebacks had been resolved given the passage of time and the fact that payments by VoPay were processed by Interac Money Requests. On March 18, 2019, VoPay confirmed there were no longer concerns regarding chargebacks, but that they were continuing to receive threatening communications from Affected Users and accordingly requested an indemnity be provided prior to returning funds to the Monitor. VoPay also expressed concern that Quadriga had previously believed the balance held by VoPay was higher than indicated by their account statements.
77. Counsel to the Monitor confirmed that Quadriga was not in a position to provide an indemnity to VoPay and confirmed that it was preparing motion materials seeking an order to direct VoPay to return \$116,262.17 to the Monitor representing the undisputed amount of Quadriga funds which VoPay has confirmed it is holding. The correspondence between the Monitor and VoPay is attached as **Appendix “W”**.

Alto Bureau de Change

78. On February 11, 2019, the Monitor wrote to Mr. Leo Stella of 9133-8079 Quebec Inc. (d/b/a Alto Bureau de Change) (“**Alto**”) requesting the return of any property of the Applicants held by Alto and information and documentation related to any property held by Alto. On March 9, 2019, the Monitor sent a follow up letter as Mr. Stella had not replied to the Monitor’s initial correspondence.
79. On March 9, 2019, Mr. Stella requested that the Monitor produce copies of the relevant agreements between Alto and the Applicants as Alto believed it had never done business with any of the Applicants. In response, the Monitor confirmed its understanding that:

- (a) Arrangements on behalf of Quadriga were made between Anthony Varvaro of Flexepin and Mr. Stella;
 - (b) Two funding advances totalling \$190,000 were delivered by Quadriga to Alto:
 - i. \$160,000 cryptocurrency transfer of bitcoin; and
 - ii. \$30,000 fiat transfer processed on behalf of Quadriga by N.B. Inc.
80. Quadriga's records indicated that Alto disbursed either \$153,787.03 or \$169,123.22 of the funds to Quadriga's customers from two Alto store locations. An excel listing of the Quadriga customer transactions was also provided to Mr. Stella. The information available to the Monitor and provided to Mr. Stella indicates that Alto currently holds either \$20,876.78 or \$36,212.97 of Quadriga funds. Mr. Stella has not responded to the latest communication from the Monitor.
81. A business name registration for Alto is attached as **Appendix "X"** showing that 9133-8079 Quebec Inc. operates as Alto Bureau de Change. The correspondence between Alto and the Monitor is attached as **Appendix "Y"**. A copy of the emails from Anthony Varvaro received by a Quadriga contractor detailing the \$160,000 cryptocurrency transfer and general arrangements with Alto is attached as **Appendix "Z"**. A copy of the bank statement from N.B. Inc. showing the additional \$30,000 transfer to Alto is attached as **Appendix "AA"**. A redacted listing of Quadriga customers who received funds from Alto is attached as **Appendix "AB"**.

Robertson Nova Consulting

82. Following the Filing Date, the Monitor became aware from Affected Users that Robertson Nova Consulting Inc. (“**RNCI**”) acted as a Third Party Payment Processor for Quadriga. Ms. Jennifer Robertson is the sole director of RNCI. On February 22, 2019, the Monitor wrote to Ms. Robertson’s counsel making the same demands on RNCI as the other Third Party Payment Processors. The Monitor was informed by counsel for Ms. Robertson that Mr. Gerald Cotten had used bank accounts of RNCI to make payments on behalf of Quadriga but the company was not currently holding any Quadriga property. Counsel for Ms. Robertson also indicated that Ms. Robertson would work to obtain final statements from the financial institutions that held accounts for RNCI and would provide them to the Monitor once available. Ms. Robertson has confirmed that she is prepared to deliver all bank account statements in respect of the RNCI accounts to the Monitor as part of the broader disclosure requirements contained in the Asset Preservation Order.
83. With each of the Third Party Payment Processors above, the Monitor advised them in advance of the Motion that materials were being prepared and would be pursued if satisfactory disclosure or terms were not obtained. The Monitor attempted to avoid the cost of bringing this motion requiring information and documentation from the Third Party Payment Processors along with the return of Quadriga property, however, it is now necessary given the various issues and delay that the Monitor has encountered. The Monitor is prepared to continue working with the Third Party Payment Processors to avoid a hearing on the relief requested in the Third Party Payment Processor Order if the parties can reach satisfactory arrangements and disclosure prior to the return of the Monitor’s motion on April 8, 2019.

MONITOR'S RECOMMENDATIONS

84. For the reasons set out in this Fourth Report, the Monitor recommends that the Court fapprove the transition of the CCAA administration into bankruptcy proceedings under the BIA and grant the Transition Order, the Asset Preservation Order and the Third Party Payment Processor Order, each in the form sought by the Monitor.

All of which is respectfully submitted this 1st day of April 2019.

ERNST & YOUNG INC.

acting in its capacity as the Court-appointed Monitor
in the matter of the proposed compromise and arrangement of
Quadriga Fintech Solutions Corp, Whiteside Capital Corporation and 0984750 B.C. Ltd.



George Kinsman, CPA, CA, CIRP, LIT
Senior Vice President

Appendix “A” – Letter of Representative Counsel to Justice Wood

[Attached]



MILLER THOMSON
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March 18, 2019

Delivered via Letter

The Honorable Justice Michael J. Wood
Judges Reception Office
The Law Courts
1815 Upper Water St.
Halifax, NS B3J 1S7

Gregory Azeff
Direct Line: 416.595.2660
gazeff@millerthomson.com

Asim Iqbal
Direct Line: 416.597.6008
aiqbal@millerthomson.com

Dear Mr. Justice Wood:

**Re: Docket: HFX484742 (the “CCAA Proceedings”)
Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C.
Ltd. (dba QuadrigaCX and Quadriga Coin Exchange) (collectively, the “Applicants”)**

Pursuant to the Order of the Honourable Mr. Justice Michael J. Wood of the Supreme Court of Nova Scotia (the “**Court**”) dated February 5, 2019, among other things, Ernst & Young Inc. was appointed as Monitor (in such capacity, the “**Monitor**”) of the Applicants in the CCAA Proceedings.

Pursuant to the Order of the Court dated February 19, 2019 (the “**Representative Counsel Appointment Order**”): (i) Miller Thomson LLP and Cox & Palmer were appointed as representative counsel (together, “**Representative Counsel**”) to the approximately 115,000 users affected by the shutdown of the QuadrigaCX cryptocurrency exchange platform (collectively, the “**Affected Users**”); and (ii) Representative Counsel was directed, in consultation with the Monitor, to establish the Official Committee of Affected Users (the “**Official Committee**”).

Representative Counsel, in consultation with the Monitor, developed a process (the “**Selection Process**”) to call for applications from Affected Users who wished to be considered for a spot on the Official Committee, to interview applicants and to select successful candidates. The purpose of this letter is to report to the Court about the results of the Selection Process. A detailed summary of the Selection Process is set out below.

Following the Selection Process, Representative Counsel sent to the Monitor a shortlist of successful candidates (the “**Shortlist Candidates**”) for approval. The Monitor approved nine (9) Shortlist Candidates. From these approved Shortlist Candidates, Representative Counsel selected seven (7) candidates to serve of the Official Committee of Affected Users (the “**Committee Members**”) and two (2) alternate Committee Members (the “**Alternates**”).

The purpose of having Alternates is to streamline the selection process in the future should any of the Committee Members resign or be duly removed from the Official Committee. Alternates will still be required to execute the same confidentiality agreements and other committee documents as Committee Members; however, Alternates will only receive meeting minutes summarizing the contents of Official Committee meetings and will not participate in the meetings themselves.

Representative Counsel, with the approval of the Monitor, submits to this Court for approval the following Affected Users to serve as Committee Members on the Official Committee:

- Parham Pakjou;
- David Ballagh;
- Eric Bachour;
- Ryan Kneer;
- Magdalena Gronowska;
- Eric Stevens; and
- Nicolas Deziel.

Representative Counsel, with the Monitor's approval, submits Marian Drumea and Richard Kagerer as Alternates.

Chronology of the Selection Process

Representative Counsel sent by email and posted on its website (www.millerthomson.com/en/quadrigacx) two (2) communications calling for applications ("**Official Committee Applications**") from Affected Users wishing to be considered for a spot on the Official Committee (the "**Official Committee Applicants**").

In addition, we understand the Monitor posted the prescribed notice calling for Official Committee Applications in accordance with the Representative Counsel Appointment Order.

The deadline to submit an application was 5:00 p.m. (EST) on March 8, 2019 (the "**Application Deadline**"). Representative Counsel received a total of 119 Official Committee Applications. Out of these Official Committee Applications, Representative Counsel received nine (9) after the Application Deadline (the "**Late Applications**"). Representative Counsel reviewed all Official Committee Applications, including the Late Applications.

Representative Counsel created a short list of 27 candidates who were extended invitations for an interview. The interviews were conducted by teleconference or videoconference between March 9 and March 12, 2019 (the "**Interviews**"). For consistency in evaluating Official Committee Applications: (i) all of the interviews followed the same structure and were approximately the same length (about half an hour); and (ii) substantially similar questions were posed to each interviewee.

Following the Interviews, Representative Counsel selected 10 Official Committee Applicants (the "**Shortlist Candidates**") who, in Representative Counsel's judgment, were the best candidates to serve as either Committee Members or Alternates. In determining the Shortlist Candidates, Representative Counsel considered, among other things, the following factors: (i) experience with governance, cryptocurrency or formal Canadian insolvency proceedings; (ii) education; (iii) answers to interview questions; and (iv) the nature and quantum of the Official Committee Applicants' respective claims against the Applicants.

On March 13, 2019, Representative Counsel submitted to the Monitor for approval the Shortlist Candidates along with each candidate's Official Committee Application. The Monitor approved nine (9) of the Shortlist Candidates. From these nine (9) Shortlist Candidates, Representative Counsel selected seven (7) Committee Members and two (2) Alternates. A summary of each Committee Member and Alternate and their respective qualifications is enclosed at Schedule "A".

Should this Honourable Court require anything further in order to finalize the Committee Members, Representative Counsel is available to assist.



Yours truly,

MILLER THOMSON LLP

Per:

Gregory Azeff
Partner
GA/as



SCHEDULE "A"

Committee Members

Full Name	Summary
1. Parham Pakjou	Mr. Pakjou is an account executive at a highly specialized cyber-security consulting firm, with nine years of experience in sales management in technology and finance. He studied at Queens' University in business, and has a certificate in Key Account Management and Client Development from the Schulich School of Business at York University.
2. David Ballagh	Mr. Ballagh is a retired professional engineer who formerly worked for SaskPower. Mr. Ballagh's experience includes a placement at the Department of the Environment where he sat on a number of national committees. Mr. Ballagh also has experience stakeholder consultations with NGOs and affected organizations. Mr. Ballagh has approximately five years of governance experience.
3. Eric Bachour	Mr. Bachour worked in financial services as a banker and at one point was a senior executive at one of Australia's largest banks. Mr. Bachour has experience with risk management through his career. He retired early and, post-retirement, has worked full-time as a cryptocurrency trader. Mr. Bachour is also a creditor of Mt. Gox in 2013, and has direct experience with arbitrage and market trading in cryptocurrency. Through the Mt. Gox process he gained exposure to the legal side of bankruptcy and insolvency.
4. Ryan Kneer	Mr. Kneer is a professional market-maker in the cryptocurrency industry, and has used QuadrigaCX daily since April 2017, trading in volume over 50 million CAD. Prior to his interest in algorithmic software, he completed a partial computer science degree. He has followed news sources on the QuadrigaCX matter and is familiar with the proceedings.
5. Magdalena Gronowska*	Ms. Gronowska has 10 years of advisory experience in economic policy development for the Government of Ontario. She is a member of a blockchain consultancy, MetaMesh Group, has helped build a cryptocurrency start-up, and volunteers with the National Crowdfunding and Fintech Association, and the Blockchain for Climate Institute. She has spoken at conferences and events across Canada on cryptocurrency and blockchain, and has used cryptocurrency since May 2017.
6. Eric Stevens	Mr. Stevens is the founder of a software development company that specializes in blockchain integration and web development, with an emphasis on Ethereum technology. He has worked with clients ranging from NGOs to Fortune 500s to architect and build blockchain based enterprise systems. He has extensive experience with cryptocurrencies, distributed ledgers, and blockchains.



Full Name	Summary
7. Nicolas Deziel	Mr. Deziel has experience investing in QuadrigaCX and through other various exchanges. During the cryptocurrency bull run he built three mining rigs, and by 2018 learned how to trade technically by using short sells. He works as a professional VFX artist but is a cryptocurrency trader on the side. He accumulated experience with risk management through his participation in the Montreal Trading Group. He was also involved with the management committee of a condominium complex for several years.

Alternates

Full Name	Summary
1. Richard Kagerer*	Mr. Kagerer holds a Bachelor of Electrical Engineering from Carleton University, and founded a software consultancy business with experience in product design, project management and business analysis. He has prior experience with the Mt. Gox insolvency proceedings
2. Marian Drumea	Mr. Drumea began using QuadrigaCX in 2017. He is currently a Senior Consultant with InRule Technology and has worked previously for companies like Deloitte, Ceridian, Telus, and BCMS. Mr. Drumea holds a Bachelor of Computer Science and has over twenty years of experience with Information Technology. As a consultant, he has been working with large companies around the world and has a good understanding of legal matters relevant to this case.

**Note that Ms. Gronowska and Mr. Kagerer describe themselves as “partners” in a personal sense. However, each has a separate account with the Applicants and submitted a separate application. Representative Counsel does not consider this to be problematic*



Appendix “B” – Order Appointing the Official Committee

[Attached]

MAR 19 2019

HALIFAX, N.S.

FORM 78.05

2019

Hfx No. 484742



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" and the "Applicant"), for
relief under the Companies' Creditors Arrangement Act

Sgd.
MJW, J.

ORDER

(Appointing the Official Committee of Affected Users)

BEFORE THE HONOURABLE JUSTICE MICHAEL J. WOOD IN CHAMBERS

WHEREAS on February 28, 2019 the Court issued its Order appointing Miller Thomson LLP and Cox & Palmer as Representative Counsel (the "**Representative Counsel Order**");

AND WHEREAS the Representative Counsel Order required, among other things, that Representative Counsel, in consultation with Ernst & Young Inc. in its capacity as court-appointed Monitor of the Applicants, establish the Official Committee of Affected Users (the "**Official Committee**") comprising of five to seven users affected by the shutdown of the QuadrigaCX cryptocurrency exchange platform ("**Affected Users**");

AND WHEREAS, Representative Counsel, in consultation with the Monitor, conducted a process (the "**Selection Process**") to call for applications from Affected Users wishing to serve on the Official Committee, to interview applicants and to select the Committee Members (as defined below) for approval by the Monitor;

AND WHEREAS through the Selection Process, Representative Counsel has identified seven candidates for appointment to the Official Committee, as well as two alternate candidates, which are identified on Schedule "2" (the "**Committee Members**" or "**Alternates**", as the context requires);

AND WHEREAS the Monitor has approved the Committee Members and the Alternates;

AND UPON MOTION OF Representative Counsel to appoint the Official Committee;

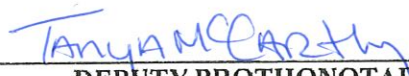
IT IS HEREBY ORDERED AND DECLARED THAT:

1. Terms used but not otherwise defined herein are defined in the Representative Counsel Order, attached at Schedule "1".
2. The Official Committee is hereby constituted.
3. The Committee Members may change from time to time, including by resignation or, with the consent of the Monitor or further order of the Court, removal and replacement from the Official Committee.
4. Representative Counsel, the Official Committee and the Committee Members shall have no personal liability or obligations as a result of the performance of their duties in carrying out the provisions of

the Representative Counsel Order and any subsequent orders of the Court in the CCAA Proceedings, save and except for liability arising out of negligence or actionable misconduct.

5. A Committee Member shall not disclose any data, communication or information that either Representative Counsel or the Monitor advises is confidential or privileged.
6. Committee Members shall be paid their reasonable out-of-pocket expenses provided such expenses are necessary in order to fulfill the duties of such Committee Member and are approved by the Monitor in advance.
7. No action or other proceeding may be commenced against Representative Counsel or the Official Committee or a Committee Member in respect of the performance of their duties without leave of this Court on seven (7) calendar days' notice to the Applicants, the Monitor, and Representative Counsel.
8. This Order and all of its provisions are effective as of 12:01 Atlantic Standard Time on the 18th day of March, 2019.

Issued at Halifax, Province of Nova Scotia, this 18th day of March, 2019.

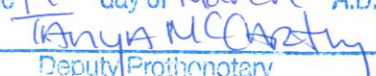

DEPUTY PROTHONOTARY

TANYA MCCARTHY
Deputy Prothonotary

IN THE SUPREME COURT OF NOVA SCOTIA

I hereby certify that the foregoing document,
identified by the Seal of the Court, is a true
copy of the original document on file herein.

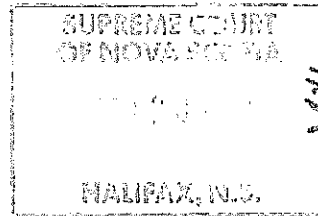
Dated the 19th day of March A.D., 2019


Deputy Prothonotary

- 3 -

SCHEDULE "I"

2019



Hfx No. 484742

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. d/b/a Quadriga CX and Quadriga Coin Exchange (collectively referred to as the "**Companies**" and the "**Applicants**"), for relief under the *Companies' Creditors Arrangement Act*



ORDER

(Representative Counsel Appointment Order)

BEFORE THE HONOURABLE JUSTICE MICHAEL J. WOOD

UPON MOTION, in the proceedings of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation, and 0984750 B.C. Ltd. dba Quadriga CX and Quadriga Coin Exchange (collectively, the "**Applicants**"), under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**"), by certain of the users of the Quadriga platform holding significant balances in their personal accounts, representing obligations payable in the form of: (i) cash obligations; and (ii) obligations to hold cryptocurrency coins (the "**Affected Users**") for an order, among other things, appointing counsel to represent the interests of the Affected Users and establishing an official committee of Affected Users;

UPON READING the Affidavit of Xitong Zou sworn February 4, 2019, the Affidavit of Amanda McLachlan sworn February 11, 2019, the Affidavit of Parham Pakjou sworn February 7, 2019, the Affidavit of Giuseppe Burtini sworn February 8, 2019, the Affidavit of Ryan Kneer sworn February 8, 2019, the Affidavit of Richard Kagerer sworn February 11, 2019, and the First Report of Ernst & Young Inc., in its capacity as Court-appointed Monitor of the Applicants (the "**Monitor**");

AND UPON HEARING counsel to the Applicants, counsel for the Monitor, Bennett Jones LLP and McInnes Cooper, Miller Thomson LLP and Cox & Palmer, and Osler, Hoskin & Harcourt LLP and Patterson Law, each as proposed representative counsel for the Affected Users and such other individuals who appeared and were heard on the Motion;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. If necessary, the service of the Notice of Motion, the Motion Record and supporting documents are hereby abridged and service is hereby deemed adequate notice so that the Motion is properly returnable today and further service thereof is hereby dispensed with.
2. Miller Thomson LLP, as lead counsel, and Cox & Palmer, as local counsel, are hereby appointed as representative counsel (collectively, "**Representative Counsel**") to represent the interests of the Affected Users (the "**Purpose**") by discharging the following duties and activities:
 - (a) communicating with the Official Committee of Affected Users and the Affected Users regarding the CCAA Proceedings through any medium of communication in Representative Counsel's discretion, including, the establishment of a website located at www.millerthomson.com/en/quadrige (the "**Representative Counsel's Website**"), conference calls, email, Reddit, or other form of electronic communication;
 - (b) communicating and liaising with the Applicants, the Monitor or other third parties (as the case may be) in respect of the CCAA Proceedings and the interests of Affected Users therein;
 - (c) representing and advocating for the interests of Affected Users (other than Opt-out Individuals), including, Affected Users' privacy interests, preparing court materials and attending any court hearings in respect of these CCAA Proceedings, negotiating and commenting on behalf of Affected Users on any plan of arrangement of the Applicants, and representing and assisting Affected Users (other than Opt-out Individuals) in any claims process commenced by the Applicants;
 - (d) identifying potential conflicts of interest among Affected Users and taking any steps necessary to address such conflicts of interest; and
 - (e) such other activities and duties that ancillary to the Purpose, with the consent of the Monitor or as otherwise ordered by this Court.
3. Without a further Order of this Court, the following activities are not consistent with the Purpose:
 - (a) undertaking an independent investigation with respect to the Applicants and their assets; and
 - (b) commencing legal proceedings against the Applicants' directors and officers. For greater certainty, Representative Counsel may, subject to receiving instructions from the Official Committee of Affected Users and the appropriateness thereof, oppose any relief sought within these CCAA Proceedings.

4. Representative Counsel shall not be required to perform or complete any instruction, activity or duty unless, in the Representative Counsel's view, such activity or duty is consistent with or ancillary to the Purpose. Representative Counsel shall have no obligation to consult with, follow the instructions of, or provide an opinion to any individual Affected User in connection with the discharge of its mandate under this Order.
5. A committee of Affected Users (the "**Official Committee of Affected Users**"), comprised of a minimum of five (5), and no more than seven (7), individuals holding claims against the Applicants (the "**Committee Members**") shall be determined by Representative Counsel, in consultation with the Monitor, to act as representatives of all Affected Users (excluding Opt-Out Individuals (as defined below), if any) in the CCAA Proceedings, to act in the overall best interests of the Affected Users, and to advise and where appropriate instruct Representative Counsel. Representative Counsel may rely upon the advice and instructions received from the Official Committee of Affected Users in carrying out the mandate of the Representative Counsel without further communication with or instructions from Affected Users, except as may be recommended by Representative Counsel or ordered by this Court.
6. The Representative Counsel and Monitor are directed to make best efforts to appoint at least five (5) Committee Members to the Official Committee of Affected Users without delay. Prior to the appointment of the Official Committee of Affected Users, Representative Counsel is hereby authorized to take steps or actions on behalf of the Affected Users consistent with the Purpose in their sole discretion and without instruction from the Official Committee of Affected Users or any Committee Members.
7. The Committee Members shall be identified to the Court by the Monitor as soon as practicable following the selection of the Committee Members by Representative Counsel, in consultation with the Monitor, and such report shall be posted on the Monitor's case website located at www.ey.com/ca/quadrige (the "**Monitor's Website**").
8. Any Committee Member may resign from the Official Committee of Affected Users by giving seven (7) calendar days' notice to Representative Counsel. In consultation with the Monitor, Representative Counsel shall select a replacement Committee Member following any such resignation. If the number of Committee Members falls below five (5) due to resignations or otherwise, Representative Counsel may continue to receive instruction from the remaining Committee Members.
9. Subject to the provisions of this Order or any further Order of this Court, the Official Committee of Affected Users shall establish procedures with Representative Counsel for its own governance, including, procedures for instructing Representative Counsel and for the removal and addition of Committee Members provided that any addition of new Committee Members shall be determined in consultation with the Monitor.
10. With the exception of Opt-Out Individuals, (a) the Official Committee of Affected Users and Representative Counsel shall represent all Affected Users in the CCAA Proceedings; (b) the Affected Users shall be bound by the actions of the Official Committee of

Affected Users and Representative Counsel in the CCAA Proceedings; and (c) the Official Committee of Affected Users shall be entitled, on advice of Representative Counsel, to reach any settlement agreements, advocate on behalf of the Affected Users and compromise any rights, entitlements or claims of the Affected Users, subject to approval of the Court.

11. The Applicants shall provide to Representative Counsel, subject to confidentiality arrangements satisfactory to the Applicants and the Monitor, each acting reasonably, without charge, in machine-readable format, the names, last known addresses and last known email addresses (if any) of all the Affected Users (the "**Affected User Information**"), excluding Opt-Out Individuals, if any, who have opted out prior to delivery of the Affected User Information. The Affected User Information shall be kept confidential by Representative Counsel and shall not be disclosed to any other person, including the Official Committee of Affected Users and the Committee Members, unless ordered otherwise by the Court.
12. Subject to confidentiality arrangements satisfactory to the Applicants and the Monitor, each acting reasonably, and any claim of privilege by the Applicants or the Monitor, the Applicants and the Monitor have the obligation to provide Representative Counsel with such documents and data as may be reasonably relevant to matters relating to the issues affecting the Affected Users in the CCAA Proceedings (the "**Information**"), without charge.
13. The provision of the Information to the Representative Counsel pursuant to paragraph 12 of this Order constitutes a limited waiver of any applicable privilege which may attach to the Information in respect of the Representative Counsel only (the "**Limited Waiver**").
14. The Limited Waiver is solely for the purpose of permitting the Representative Counsel to access the Information and for no other purpose.
15. The Limited Waiver applies only in respect of the Representative Counsel and shall under no circumstances be extended to, or apply to any other person or for any other purpose, and any privilege of the Monitor and any persons attaching to the Information is expressly confirmed and preserved as against any other persons and for any other purpose.
16. In providing the Affected User Information and the Information, the Applicants are not required to obtain express consent from such Affected Users authorizing disclosure of the Affected User Information or the Information to Representative Counsel and, further, in accordance with section 7(3) of the *Personal Information Protection and Electronic Documents Act*, this Order shall be sufficient to authorize the disclosure of the Affected User Information or the Information, without knowledge or consent of the individual Affected Users. The Affected User Information and Information shall only be used for the Purpose in the CCAA Proceedings and for no other or improper purpose.
17. Notice of the granting of this Order substantially in the form attached hereto as Schedule "A" ("**Notice**") shall hereby be:

- (a) posted by the Monitor or the Applicants on (i) the Monitor's Website; (ii) the Applicants' website located at www.quadrigacx.com; and (iii) the Applicants' subreddit located at www.reddit.com/r/quadrigacx, in each case, within two (2) business days of the date of this Order;
 - (b) published by the Monitor, in the Globe and Mail, within seven (7) calendar days of the date of this Order; and
 - (c) sent by the Monitor to Affected Users who have claims against the Applicants in excess of \$1,000 according to the Applicants' books and records via email at the last known email addresses for such Affected Users in the Applicants' books and records, within seven (7) calendar days of the date of this Order.
18. Any individual Affected User who does not wish to be represented by Representative Counsel and the Official Committee of Affected Users shall, within sixty (60) calendar days of the date of this Order, notify the Monitor, in writing, that he or she is opting out of representation by the Official Committee of Affected Users and Representative Counsel by delivering to the Monitor an English or French opt-out notice substantially in the form attached hereto as Schedule "B" (each an "**Opt-Out Notice**"), and shall thereafter not be bound by the actions of the Official Committee of Affected Users or Representative Counsel and shall represent himself or herself or be represented by any counsel that he or she may retain exclusively at his or her own expense in the CCAA Proceedings (any such persons who deliver an Opt-Out Notice in compliance with the terms of this paragraph, "**Opt-Out Individuals**"). The Monitor shall keep confidential the identity of the Opt-Out Individuals but shall deliver copies of all Opt-Out Notices received to counsel for the Applicants and Representative Counsel as soon as practicable following receipt of the Opt-Out Notices. In accordance with section 7(3) of the *Personal Information Protection and Electronic Documents Act*, this Order shall be sufficient to authorize the disclosure of the Opt-Out Notices to counsel for the Applicants and Representative Counsel, without knowledge or consent of the Opt-Out Individuals. For greater certainty, the Official Committee of Affected Users and Representative Counsel have no obligation to represent the interests of the Opt-Out Individuals.
19. The form of Opt-Out Notice shall be posted by the Monitor or the Applicants on (i) the Monitor's Website; (ii) the Applicants' website located at www.quadrigacx.com; (iii) the Representative Counsel's Website located at www.millerthomson.com/en/quadrigacx and (iii) Applicants' subreddit located at www.reddit.com/r/quadrigacx, in each case, within two (2) business days of the date of this Order.
20. All written notices required to be given to the Monitor and/or Representative Counsel shall be given by hand delivery, courier or email as follows:
- (b) to the Monitor:

Ernst & Young Inc.
Court-appointed Monitor of the Applicants
RBC Waterside Centre

1871 Hollis Street Suite 500
 Halifax, Nova Scotia B3J 0C3
 Attn: George Kinsman
 Email: george.c.kinsman@ca.ey.com

with a copy to:

Stikeman Elliot LLP
 5300 Commerce Court West
 199 Bay Street
 Toronto, ON M5L 1B9

Attn: Liz Pillon / Lee Nicholson
 Email: lpillon@stikeman.com / leenicholson@stikeman.com

(c) to Representative Counsel:

Miller Thomson LLP
 Scotia Plaza
 40 King Street West, Suite 5800
 P.O. Box 1011
 Toronto, ON M5H 3S1

Attn: Asim Iqbal / Greg Azeff
 Email: aiqbal@millerthomson.com / gazeff@millerthomson.com

21. Representative Counsel shall be given notice of all motions in these CCAA Proceedings and notice of any motion provided to Representative Counsel shall be deemed to be notice to all of the Affected Users except for the Opt-Out Individuals.
22. With the consent of the Monitor or further order of the Court, the Official Committee of Affected Users and Representative Counsel may retain advisors, experts and consultants ("Advisors") to provide advice to and to assist the Official Committee of Affected Users and Representative Counsel in the exercise of their duties in relation to the Purpose.
23. Subject to funding being available in the Disbursement Account (as defined in the Initial Order of Justice Wood dated February 5, 2019 (the "Initial Order")), and without prejudice to any claim of Representative Counsel against the Applicants and their property for unpaid fees and disbursements, Representative Counsel shall be paid its reasonable and documented fees and disbursements (including disbursements relating to Advisors retained by Representative Counsel) by the Applicants to an aggregate maximum of \$250,000, excluding disbursements (the "Initial Fee Cap"), which shall subject to adjustments in accordance with paragraph 24 of this Order. Representative Counsel shall be paid on a weekly or bi-weekly basis upon rendering its accounts to the Monitor for fulfilling its mandate in accordance with this Order, and subject to such redactions to the invoices as are necessary to maintain solicitor-client privilege between Representative Counsel and the Official Committee of Affected Users. Representative Counsel or the Monitor are at liberty to bring another motion before the Court at any time

to seek any amendment or modification to the funding arrangements set forth in this Order. In the event of any disagreement with respect to such fees and disbursements, such disagreement may be remitted to this Court for determination.

24. In consultation with the Monitor, Representative Counsel shall prepare a budget from time to time (or as requested by the Monitor or directed by this Court) for anticipated fees and disbursements (the "**Budget**"), and, as necessary or desirable, the Budget shall be provided to the Monitor and the Court for the purpose of determining whether the Initial Fee Cap or other funding arrangements should be amended or modified. A motion for the modification of the Initial Fee Cap may be conducted by way of teleconference on seven (7) calendar days' notice to the Service List.
25. Nothing contained in this Order shall require Representative Counsel to incur any disbursement unless Representative Counsel is satisfied that funds are available for reimbursement of the same.
26. Representative Counsel shall pass their accounts from time to time before a judge of the Court or a referee appointed by a judge of the Court.
27. Representative Counsel shall be entitled to the benefit of the Administration Charge (as defined in the Initial Order) and shall rank *pro-rata* with the other beneficiaries of the Administrative Charge.
28. Payments made by the Applicants pursuant to this Order do not and will not constitute preferences, fraudulent conveyances, transfers of undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable laws.
29. Representative Counsel and the Official Committee of Affected Users are hereby authorized to take all steps and do all acts necessary or desirable to carry out the terms of this Order, including, posting relevant non-confidential information and documents to the Representative Counsel's Website for the Affected Users.
30. The Applicants, the Monitor and Representative Counsel shall be at liberty, and are hereby authorized, at any time, to apply to this Court for advice and directions in respect of the fulfillment and scope of the duties of Representative Counsel under the provisions of this Order or any variation of the powers and duties of Representative Counsel under this Order, which shall be brought on notice to the Applicants, the Monitor, Representative Counsel and other interested parties listed on the service list posted on the Monitor's Website, unless this Court orders otherwise.
31. Representative Counsel and the Committee Members shall have no personal liability or obligations as a result of the performance of their duties in carrying out the provisions of this Order and any subsequent orders of the Court in the CCAA Proceedings, save and except for liability arising out of negligence or actionable misconduct.
32. No action or other proceeding may be commenced against Representative Counsel or the Official Committee of Affected Users in respect of the performance of their duties under this Order without leave of this Court on seven (7) calendar days' notice to the

Applicants, the Monitor, Representative Counsel and the Official Committee of Affected Users.

33. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States is requested to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
34. Costs to the Representative Counsel for the motion to appoint representative counsel shall be fixed at \$25,000 plus disbursements and applicable taxes and shall not form part of the fees and disbursements addressed under the Initial Fee Cap.
35. This Order and all of its provisions are effective as of 12:01 a.m. Atlantic Standard Time on the 19th day of February, 2019. For greater certainty, any timelines set out in this Order by when actions or notices must be performed or delivered shall commence from the date that this Order is issued.

Issued at Halifax, Province of Nova Scotia, this 28 day of February, 2019.


AMANDA HAWBOLDT
Deputy Prothonotary

SCHEDULE "A"

NOTICE OF REPRESENTATIVE COUNSEL ORDER

QUADRIGA FINTECH SOLUTIONS CORP., WHITESIDE CAPITAL CORPORATION,
AND 0984750 B.C. LTD. D/B/A QUADRIGA CX AND QUADRIGA COIN EXCHANGE
(COLLECTIVELY, THE "APPLICANTS")

NOTICE TO AFFECTED USERS:

On February 5, 2019, the Applicants commenced proceedings under the *Companies' Creditors Arrangement Act* ("CCAA") pursuant to an Order (the "**Initial Order**") of the Supreme Court of Nova Scotia (the "**Court**"). Ernst & Young Inc. has been appointed by the Court as monitor in the Applicants' CCAA proceedings (the "**Monitor**").

TAKE NOTICE THAT, pursuant to an Order of the Court, Miller Thomson LLP, as lead counsel, and Cox & Palmer, as local counsel (collectively, "**Representative Counsel**"), were appointed as representative counsel to represent the interests of users of the Applicants' cryptocurrency exchange platform (the "**Affected Users**") in the CCAA proceedings.

IF YOU WISH TO SERVE on the committee of Affected Users (the "**Official Committee of Affected Users**") which will provide information to and instruct Representative Counsel in connection with the CCAA proceedings, please deliver a package containing (i) your name and address; (ii) your client-ID for the Applicants' cryptocurrency exchange platform (iii) the amount of your claim against the Applicants, (iv) the nature of such claim (fiat currency, cryptocurrency, "pending" withdrawal and/or "completed" withdrawal) owed to you by the Applicants; (v) a statement of no more than 200 words expressing your interest in becoming a Committee Member and summarizing your qualifications; and (v) your resume or PDF copy of your LinkedIn profile, and (vi) such other information or documentation as may be requested by Representative Counsel or the Monitor, to Representative Counsel by email at CommitteeApplications@millerthomson.com by ●, 2019. **IF YOU SERVE ON THE OFFICIAL COMMITTEE OF AFFECTED USERS YOUR NAME WILL BE PUBLICALLY IDENTIFIED TO THE COURT AND OTHER AFFECTED USERS.** Service on the Official Committee of Affected Users will also be a significant time commitment.

IF YOU DO NOT WISH TO BE REPRESENTED by Representative Counsel and the Official Committee of Affected Users, you must, before ●, 2019, provide an Opt-Out Notice (a copy of which can be obtained from the Monitor's website located at www.ey.com/ca/quadriga) indicating that you wish to opt-out of such representation and send the completed Opt-Out Notice to:

To the Monitor:

Ernst & Young Inc. acting in its capacity
as Court-appointed Monitor of the
Applicants

RBC Waterside Centre
1871 Hollis Street Suite 500
Halifax, Nova Scotia B3J 0C3

Fax: 902-420-0503

With a copy to Representative Counsel:

Miller Thomson LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, ON M5H 3S1

Attn: Asim Iqbal / Greg Azeff
Email: quadrigaCX@millerthomson.com

Email: quadriga.monitor@ca.ey.com

Persons requiring further information should review the website established by the Monitor at www.ey.com/ca/quadriga or email the Monitor at quadriga.monitor@ca.ey.com.

SCHEDULE "B"

OPT-OUT NOTICE

QUADRIGA FINTECH SOLUTIONS CORP., WHITESIDE CAPITAL CORPORATION,
AND 0984750 B.C. LTD. D/B/A QUADRIGA CX AND QUADRIGA COIN EXCHANGE
(COLLECTIVELY, THE "APPLICANTS")

TO: Ernst & Young Inc. acting in its capacity as Court-appointed Monitor of Quadriga
Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd.
RBC Waterside Centre
1871 Hollis Street Suite 500
Halifax, Nova Scotia B3J 0C3

Fax: 902-420-0503

Email: quadriga.monitor@ca.ey.com

I hereby provide written notice that I do not wish to be represented by Miller Thomson LLP and Cox & Palmer, representative counsel ("**Representative Counsel**") for users of the Applicants' cryptocurrency exchange platform (the "**Affected Users**") in their proceedings under the *Companies' Creditors Arrangement Act* before the Supreme Court of Nova Scotia (the "**CCAA Proceedings**"). I understand that, by opting out of representation, if I wish to take part in the CCAA Proceedings, I would need to do so as an independent party. I am responsible for retaining my own legal counsel should I choose to do so, and that I would be personally liable for the costs of my own legal representation.

I understand that a copy of this Opt-Out Notice will be provided to the Representative Counsel and to the Applicants.

Date

Signature

Name (please print):

Address:

Telephone:

E-mail

SCHEDULE "2"

Committee Members

Full Name	Summary
1. Parham Pakjou	Mr. Pakjou is an account executive at a highly specialized cyber-security consulting firm, with nine years of experience in sales management in technology and finance. He studied at Queens' University in business, and has a certificate in Key Account Management and Client Development from the Schulich School of Business at York University.
2. David Ballagh	Mr. Ballagh is a retired professional engineer who formerly worked for SaskPower. Mr. Ballagh's experience includes a placement at the Department of the Environment where he sat on a number of national committees. Mr. Ballagh also has experience stakeholder consultations with NGOs and affected organizations. Mr. Ballagh has approximately five years of governance experience.
3. Eric Bachour	Mr. Bachour worked in financial services as a banker and at one point was a senior executive at one of Australia's largest banks. Mr. Bachour has experience with risk management through his career. He retired early and, post-retirement, has worked full-time as a cryptocurrency trader. Mr. Bachour is also a creditor of Mt. Gox in 2013, and has direct experience with arbitrage and market trading in cryptocurrency. Through the Mt. Gox process he gained exposure to the legal side of bankruptcy and insolvency.
4. Ryan Kneer	Mr. Kneer is a professional market-maker in the cryptocurrency industry, and has used QuadrigaCX daily since April 2017, trading in volume over 50 million CAD. Prior to his interest in algorithmic software, he completed a partial computer science degree. He has followed news sources on the QuadrigaCX matter and is familiar with the proceedings.
5. Magdalena Gronowska	Ms. Gronowska has 10 years of advisory experience in economic policy development for the Government of Ontario. She is a member of a blockchain consultancy, MetaMesh Group, has helped build a cryptocurrency start-up, and volunteers with the National Crowdfunding and Fintech Association, and the Blockchain for Climate Institute. She has spoken at conferences and events across Canada on cryptocurrency and blockchain, and has used cryptocurrency since May 2017.
6. Eric Stevens	Mr. Stevens is the founder of a software development company that specializes in blockchain integration and web development, with an emphasis on Ethereum technology. He has worked with clients ranging from NGOs to Fortune 500s to architect and build blockchain based enterprise systems. He has extensive experience with cryptocurrencies, distributed ledgers, and blockchains.
7. Nicolas Deziel	Mr. Deziel has experience investing in QuadrigaCX and through other various exchanges. During the cryptocurrency bull run he built three mining rigs, and by 2018 learned how to trade technically by using short sells. He works as a professional VFX artist but is a cryptocurrency trader on the side. He accumulated experience with risk management through his participation in the Montreal Trading Group. He was also involved with the management committee of a condominium complex for several years.

Alternates

1. Richard Kagerer Mr. Kagerer holds a Bachelor of Electrical Engineering from Carleton University, and founded a software consultancy business with experience in product design, project management and business analysis. He has prior experience with the Mt. Gox insolvency proceedings
2. Marian Drumea Mr. Drumea began using QuadrigaCX in 2017. He is currently a Senior Consultant with InRule Technology and has worked previously for companies like Deloitte, Ceridian, Telus, and BCMS. Mr. Drumea holds a Bachelor of Computer Science and has over twenty years of experience with Information Technology. As a consultant, he has been working with large companies around the world and has a good understanding of legal matters relevant to this case.



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 18, 2019

Delivered via Letter

The Honorable Justice Michael J. Wood
Judges Reception Office
The Law Courts
1815 Upper Water St.
Halifax, NS B3J 1S7

Gregory Azeff
Direct Line: 416.595.2660
gazeff@millerthomson.com

Asim Iqbal
Direct Line: 416.597.6008
aiqbal@millerthomson.com

Dear Mr. Justice Wood:

**Re: Docket: HFX484742 (the "CCAA Proceedings")
Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C.
Ltd. (dba QuadrigaCX and Quadriga Coin Exchange) (collectively, the "Applicants")**

Pursuant to the Order of the Honourable Mr. Justice Michael J. Wood of the Supreme Court of Nova Scotia (the "**Court**") dated February 5, 2019, among other things, Ernst & Young Inc. was appointed as Monitor (in such capacity, the "**Monitor**") of the Applicants in the CCAA Proceedings.

Pursuant to the Order of the Court dated February 19, 2019 (the "**Representative Counsel Appointment Order**"): (i) Miller Thomson LLP and Cox & Palmer were appointed as representative counsel (together, "**Representative Counsel**") to the approximately 115,000 users affected by the shutdown of the QuadrigaCX cryptocurrency exchange platform (collectively, the "**Affected Users**"); and (ii) Representative Counsel was directed, in consultation with the Monitor, to establish the Official Committee of Affected Users (the "**Official Committee**").

Representative Counsel, in consultation with the Monitor, developed a process (the "**Selection Process**") to call for applications from Affected Users who wished to be considered for a spot on the Official Committee, to interview applicants and to select successful candidates. The purpose of this letter is to report to the Court about the results of the Selection Process. A detailed summary of the Selection Process is set out below.

Following the Selection Process, Representative Counsel sent to the Monitor a shortlist of successful candidates (the "**Shortlist Candidates**") for approval. The Monitor approved nine (9) Shortlist Candidates. From these approved Shortlist Candidates, Representative Counsel selected seven (7) candidates to serve of the Official Committee of Affected Users (the "**Committee Members**") and two (2) alternate Committee Members (the "**Alternates**").

The purpose of having Alternates is to streamline the selection process in the future should any of the Committee Members resign or be duly removed from the Official Committee. Alternates will still be required to execute the same confidentiality agreements and other committee documents as Committee Members; however, Alternates will only receive meeting minutes summarizing the contents of Official Committee meetings and will not participate in the meetings themselves.

Representative Counsel, with the approval of the Monitor, submits to this Court for approval the following Affected Users to serve as Committee Members on the Official Committee:

- Parham Pakjou;
- David Ballagh;
- Eric Bachour;
- Ryan Kneer;
- Magdalena Gronowska;
- Eric Stevens; and
- Nicolas Deziel.

Representative Counsel, with the Monitor's approval, submits Marian Drumea and Richard Kagerer as Alternates.

Chronology of the Selection Process

Representative Counsel sent by email and posted on its website (www.millerthomson.com/en/quadrigracx) two (2) communications calling for applications ("**Official Committee Applications**") from Affected Users wishing to be considered for a spot on the Official Committee (the "**Official Committee Applicants**").

In addition, we understand the Monitor posted the prescribed notice calling for Official Committee Applications in accordance with the Representative Counsel Appointment Order.

The deadline to submit an application was 5:00 p.m. (EST) on March 8, 2019 (the "**Application Deadline**"). Representative Counsel received a total of 119 Official Committee Applications. Out of these Official Committee Applications, Representative Counsel received nine (9) after the Application Deadline (the "**Late Applications**"). Representative Counsel reviewed all Official Committee Applications, including the Late Applications.

Representative Counsel created a short list of 27 candidates who were extended invitations for an interview. The interviews were conducted by teleconference or videoconference between March 9 and March 12, 2019 (the "**Interviews**"). For consistency in evaluating Official Committee Applications: (i) all of the interviews followed the same structure and were approximately the same length (about half an hour); and (ii) substantially similar questions were posed to each interviewee.

Following the Interviews, Representative Counsel selected 10 Official Committee Applicants (the "**Shortlist Candidates**") who, in Representative Counsel's judgment, were the best candidates to serve as either Committee Members or Alternates. In determining the Shortlist Candidates, Representative Counsel considered, among other things, the following factors: (i) experience with governance, cryptocurrency or formal Canadian insolvency proceedings; (ii) education; (iii) answers to interview questions; and (iv) the nature and quantum of the Official Committee Applicants' respective claims against the Applicants.

On March 13, 2019, Representative Counsel submitted to the Monitor for approval the Shortlist Candidates along with each candidate's Official Committee Application. The Monitor approved nine (9) of the Shortlist Candidates. From these nine (9) Shortlist Candidates, Representative Counsel selected seven (7) Committee Members and two (2) Alternates. A summary of each Committee Member and Alternate and their respective qualifications is enclosed at Schedule "A".

Should this Honourable Court require anything further in order to finalize the Committee Members, Representative Counsel is available to assist.



Yours truly,

MILLER THOMSON LLP

Per:

Gregory Azeff
Partner
GA/as

✕

SCHEDULE "A"

Committee Members

Full Name	Summary
1. Parham Pakjou	Mr. Pakjou is an account executive at a highly specialized cyber-security consulting firm, with nine years of experience in sales management in technology and finance. He studied at Queens' University in business, and has a certificate in Key Account Management and Client Development from the Schulich School of Business at York University.
2. David Ballagh	Mr. Ballagh is a retired professional engineer who formerly worked for SaskPower. Mr. Ballagh's experience includes a placement at the Department of the Environment where he sat on a number of national committees. Mr. Ballagh also has experience stakeholder consultations with NGOs and affected organizations. Mr. Ballagh has approximately five years of governance experience.
3. Eric Bachour	Mr. Bachour worked in financial services as a banker and at one point was a senior executive at one of Australia's largest banks. Mr. Bachour has experience with risk management through his career. He retired early and, post-retirement, has worked full-time as a cryptocurrency trader. Mr. Bachour is also a creditor of Mt. Gox in 2013, and has direct experience with arbitrage and market trading in cryptocurrency. Through the Mt. Gox process he gained exposure to the legal side of bankruptcy and insolvency.
4. Ryan Kneer	Mr. Kneer is a professional market-maker in the cryptocurrency industry, and has used QuadrigaCX daily since April 2017, trading in volume over 50 million CAD. Prior to his interest in algorithmic software, he completed a partial computer science degree. He has followed news sources on the QuadrigaCX matter and is familiar with the proceedings.
5. Magdalena Gronowska*	Ms. Gronowska has 10 years of advisory experience in economic policy development for the Government of Ontario. She is a member of a blockchain consultancy, MetaMesh Group, has helped build a cryptocurrency start-up, and volunteers with the National Crowdfunding and Fintech Association, and the Blockchain for Climate Institute. She has spoken at conferences and events across Canada on cryptocurrency and blockchain, and has used cryptocurrency since May 2017.
6. Eric Stevens	Mr. Stevens is the founder of a software development company that specializes in blockchain integration and web development, with an emphasis on Ethereum technology. He has worked with clients ranging from NGOs to Fortune 500s to architect and build blockchain based enterprise systems. He has extensive experience with cryptocurrencies, distributed ledgers, and blockchains.



Full Name	Summary
7. Nicolas Deziel	Mr. Deziel has experience investing in QuadrigaCX and through other various exchanges. During the cryptocurrency bull run he built three mining rigs, and by 2018 learned how to trade technically by using short sells. He works as a professional VFX artist but is a cryptocurrency trader on the side. He accumulated experience with risk management through his participation in the Montreal Trading Group. He was also involved with the management committee of a condominium complex for several years.

Alternates

Full Name	Summary
1. Richard Kagerer*	Mr. Kagerer holds a Bachelor of Electrical Engineering from Carleton University, and founded a software consultancy business with experience in product design, project management and business analysis. He has prior experience with the Mt. Gox insolvency proceedings
2. Marian Drumea	Mr. Drumea began using QuadrigaCX in 2017. He is currently a Senior Consultant with InRule Technology and has worked previously for companies like Deloitte, Ceridian, Telus, and BCMS. Mr. Drumea holds a Bachelor of Computer Science and has over twenty years of experience with Information Technology. As a consultant, he has been working with large companies around the world and has a good understanding of legal matters relevant to this case.

**Note that Ms. Gronowska and Mr. Kagerer describe themselves as "partners" in a personal sense. However, each has a separate account with the Applicants and submitted a separate application. Representative Counsel does not consider this to be problematic*



Appendix “C” – SM Letter

[Attached]



Purdy's Wharf Tower One, 900 – 1959 Upper Water Street, P.O. Box 997
Halifax NS B3J 2X2 Canada tel: 902.420.3200 fax: 902.420.1417 stewartmckelvey.com

File Reference: SM055740-1

March 13, 2019

Maurice P. Chiasson, Q.C.
Direct Dial: 902.420.3300
Direct Fax: 902.420.1417
mchiasson@stewartmckelvey.com

Via Facsimile and Email

Caroline McInnes
Prothonotary
Supreme Court of Nova Scotia
1815 Upper Water Street
Halifax, NS B3J 1S7

Dear Ms. McInnes:

Re: 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” or the “Applicants”), for relief under the *Companies’ Creditors Arrangement Act* - Hfx No. 484742

We have been counsel for Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. dba Quadriga CX and Quadriga Coin Exchange, the Applicant companies in the above noted CCAA proceeding. We would ask that this letter be placed before His Lordship, the Honourable Justice Wood.

We are writing to respond to concerns expressed by Monitor and Representative Counsel in recent days that there may now be a potential conflict in relation to our firm’s representation of the Applicant companies in the CCAA matter and the Estate of Gerald Cotten. We have been advised that the concerns regarding a potential conflict have arisen as a result of information which has come to the attention of the Monitor since the start of the CCAA process, although such information has not been disclosed to us or to our respective clients. We acknowledge that the Monitor or Representative Counsel may be constrained by confidentiality obligations from disclosing the basis for the expressed concern.

Notwithstanding that no information has been disclosed which provides a basis to conclude there has been or is the potential for conflict, we are of the view that the appropriate course in these circumstances is to withdraw from our representation of the Applicant companies in the CCAA process effective immediately.

We have advised Peter Wedlake, as CRO for the Applicant companies, of this decision. Directions may be sought from the Court in due course, if necessary.

The firm will be continuing its representation of the Estate and Jennifer Robertson.

Yours respectfully,



 Maurice P. Chiasson, Q.C.

MPC/SLS/lms

c. Service List

Appendix “D” – Draft Transition Order

[Attached]

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. d/b/a Quadriga CX and Quadriga Coin Exchange (collectively referred to as the “**Companies**” and the “**Applicants**”), for relief under the *Companies’ Creditors Arrangement Act*

ORDER

(Re Termination and Bankruptcy Assignment Order)

BEFORE THE HONOURABLE JUSTICE MICHAEL J. WOOD

UPON MOTION, in the proceedings of Quadriga Fintech Solutions Corp. (“**Fintech**”), Whiteside Capital Corporation (“**Whiteside**”), and 0984750 B.C. Ltd. dba Quadriga CX (“**Quadriga**”) and Quadriga Coin Exchange (“**Exchange**”) under the *Companies’ Creditors Arrangement Act* (the “**CCAA Proceedings**”), by Ernst & Young Inc. (“**EY**”), in its capacity as Court-appointed Monitor of the Applicants (the “**Monitor**”);

UPON READING the Fourth Report of the Monitor dated April 1, 2019;

AND UPON HEARING the submissions of counsel to the Applicants, counsel for the Monitor, Representative Counsel (as defined below), Grant Thornton Limited in its capacity as the Chief Restructuring Officer of the Applicants (the “**CRO**”), counsel to Jennifer Robertson, and such other individuals who appeared and were heard on the Motion;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. If necessary, the service of the Notice of Motion, the Motion Record and supporting documents are hereby abridged and service is hereby deemed adequate notice so that the Motion is properly returnable today and further service thereof is hereby dispensed with.

Termination of the CCAA Proceedings

2. The Monitor shall establish a reserve (the “**Post-filing Reserve**”) from the funds held in the Disbursement Account (as defined in the Initial Order dated February 5, 2019 (the “**Initial Order**”)) to pay: (a) any outstanding fees and disbursements of the CRO, the Monitor, counsel to the Applicants, counsel to the Monitor and Representative Counsel

(collectively, the “**Professional Fees**”); and (b) any fees, expenses and disbursements properly incurred by the Monitor, Representative Counsel or the Applicants following the date of the Initial Order (the “**Post-filing Expenses**”). In the name and on behalf of the Applicants, the Monitor shall pay the Professional Fees and Post-filing Expenses in accordance with the procedures set out in prior orders of this Court in these CCAA proceedings in respect of payment thereof.

3. The Monitor, in the name of and on behalf of the Applicants, is authorized and directed to make a payment from the funds in the Disbursement Account to the Trustee (as defined below) appointed in respect of Whiteside in the amount of \$25,000 to serve as a third party deposit to guarantee the costs of administration of the trustee, without any personal liability to the Monitor in connection therewith.
4. The Monitor shall have no personal liability to make any payments contemplated herein, and nothing in this Order shall be construed as obligating the Monitor to make any such payment, unless and until the Monitor is in receipt of funds adequate to effect any such payment in full.
5. Jose Reyes shall be entitled to the benefit of and is hereby granted a charge (the “**Reyes Charge**”) on the Property (as defined in the Initial Order), which charge shall not exceed \$778,213.94 (plus interest accruing thereon at the rate established by the relevant bank for the bank account referenced in this paragraph) as security for payment of funds held in account 100-845-7 (Transit #00004) (the “**Separate Account**”), to the extent it is finally determined by this Court that Jose Reyes is entitled to some or all of such funds. The Reyes Charge shall rank behind the Directors’ Charge (as defined in the Initial Order). The Reyes Charge shall be subject to all the terms and conditions and be entitled to all the benefits outlined in paragraphs 38-42 of the Initial Order. Jose Reyes or his assignee shall have no right to take any enforcement steps as a secured creditor in respect of the Reyes Charge unless and until a final order is made by this Court entitling Jose Reyes to payment of all or a portion of the funds secured by the Reyes Charge. For greater certainty, the Reyes Charge shall not be rendered invalid or unenforceable by any bankruptcy Order made in respect of the Applicants. The Reyes Charge shall be terminated, discharged and released effective on (a) consent of Jose Reyes and the Monitor or Trustee (as defined below) of Quadriga, or (b) a further Order of this Court.
6. Upon the filing of a certificate of the Monitor substantially in the form attached hereto as Schedule "A" (the “**Monitor's Discharge Certificate**”) certifying that, to the best of the knowledge and belief of the Monitor, the Post-filing Expenses and the Professional Fees have been satisfied, the within CCAA Proceedings shall be terminated without any other act or formality (the “**CCAA Termination Time**”).
7. The Stay Period as set out in paragraph 11 of the Initial Order is extended up to and including the CCAA Termination Time subject to the rights of the creditors of the Applicants to request a review and reconsideration of this Order.
8. The Monitor shall, at least seven (7) days prior to the proposed CCAA Termination Time, provide notice to the E-Service List of the Monitor's intention to file the Monitor's

Discharge Certificate.

9. The Administration Charge and Directors' Charge (as defined in the Initial Order) shall be terminated, released and discharged effective at the CCAA Termination Time.
10. Effective at the CCAA Termination Time, EY shall be discharged and relieved from any further obligations, liabilities, responsibilities or duties in its capacity as Monitor pursuant to the Initial Order and any other Orders of this Court in these CCAA proceedings.
11. Effective at the CCAA Termination Time, Grant Thornton Limited shall be discharged and relieved from any further obligations, liabilities, responsibilities or duties in its capacity as CRO in these CCAA proceedings.
12. Effective at the CCAA Termination Time, in addition to the protections in favour of the Monitor in any Order of this Court in these CCAA proceedings or the CCAA, EY, the Monitor, the Monitor's legal counsel, the CRO, and each of their respective affiliates and officers, directors, partners, employees and agents (collectively, the "**Released Parties**") are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the CCAA Termination Date in any way relating to, arising out of or in respect of the within CCAA Proceedings or with respect to their respective conduct in the within CCAA Proceedings (collectively, the "**Released Claims**"), and any such Released Claims are hereby released, stayed, extinguished and forever barred and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any negligence or actionable misconduct on the part of the Released Parties.

Assignment in Bankruptcy

13. The stay of proceedings is lifted or amended insofar as may be necessary to allow the present motion to be brought and heard.
14. The CRO is authorized and directed to cause the Applicants to file assignments in bankruptcy pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in the City of Halifax, Province of Nova Scotia naming EY as the trustee in bankruptcy (in such capacity, the "**Trustee**"), and in that regard to sign such documents in the names of the Applicants and take all such steps as are necessary to make the assignment in bankruptcy and commence proceedings under the BIA (the "**BIA Proceedings**"). For greater certainty, no resolutions or other authorizations from the directors, officers or shareholders of the Applicants will be required to commence the BIA Proceedings.
15. The Monitor shall transfer to the Trustee of Quadriga, Whiteside and Fintech, as applicable, the funds remaining in the Disbursement Account, the Wallet (as defined in the Initial Order), and the Separate Account following establishment of the Post-filing Reserve as soon as commercially possible after the commencement of the BIA Proceedings.

16. Following the payment of the Post-filing Expenses and the Professional Fees, the Monitor shall transfer to the Trustee of Quadriga, Whiteside and Fintech, as applicable, the funds remaining in the Post-filing Reserve.
17. The Applicants, their present and former officers, directors, solicitors, agents, servants, shareholders, contractors, any persons acting on their instructions and all other persons having notice of this Order are hereby restrained and enjoined from disturbing or interfering with the Trustee and with the exercise by the Trustee of its powers and the performance by the Trustee of its duties pursuant to the BIA and any order made in the BIA Proceedings.
18. All parties and all other persons having notice of this order shall forthwith provide access to the Trustee of all books, records, and documents, including but not limited to, all records and data whether stored electronically or magnetically or in any other form for use by a computer or audio or visual system, and all property of every nature and kind whatsoever, wheresoever situated, that is in their possession, power, or control related to or used in connection with any of the past, present and future undertaking, property and assets of whatsoever nature and kind, and wherever situate, of the Applicants including all legal and beneficial interests therein.

Bankruptcy Proceedings Administration

19. The time periods for the Trustee to perform its statutory obligations prescribed by Sections 16 and 21 of the BIA are hereby extended until further Order of this Court, and until such Order is made, the Trustee shall be relieved from performing any such obligations.
20. Miller Thomson LLP, as lead counsel, and Cox & Palmer, as local counsel, shall continue to act as representative counsel (collectively, “**Representative Counsel**”) to represent the interests of the Affected Users (as defined in the Order of this Court dated February 28, 2019 (as amended, the “**Rep Counsel Order**”) in the BIA Proceedings on the same terms and conditions outlined in the Rep Counsel Order. The committee of Affected Users (the “**Official Committee of Affected Users**”) appointed to act as representatives of Affected Users pursuant to the terms of the Order appointing the Official Committee of Affected Users dated March 19, 2019 (the “**Official Committee Order**”) shall continue to act and in accordance with its mandate and subject to the terms and conditions outlined in the Rep Counsel Order and the Official Committee Order. All of the terms of the Rep Counsel Order, including with respect to payment of the fees and disbursements of the Representative Counsel, shall continue to apply to the Representative Counsel and the Official Committee of Affected Users in the BIA Proceedings *mutatis mutandis*.
21. The Trustee shall be deemed to satisfy its obligations under Section 102 of the BIA by, within 5 days of the commencement of the BIA Proceedings: (a) sending an electronic version of this Order to the Service List in the CCAA Proceedings, any Opt-out Individuals (as defined in the Rep Counsel Order as at the date of the Applicants’ assignments in bankruptcy), and any other known creditors of the Applicants; (b) providing a copy of this Order to the Representative Counsel for circulation to the Affected Users; (c) posting a copy on the website of Quadriga (www.quadrigacx.com); (d) posting a copy on the

Monitor's website for these proceedings (www.ey.com/quadriga); (e) posting a copy on www.reddit.com/r/quadrigacx; and (f) no later than 5 days before the first meeting of creditors, publishing a notice of this Order and the commencement of the BIA Proceedings in the Globe and Mail.

22. All matters referred to in Section 192 of the BIA, including the passing of the accounts of the Trustee, the Trustee's counsel and Representative Counsel, shall be directed to a Judge of this Court.
23. For purposes of satisfying its obligations under Section 102(2) of the BIA, the list of creditors prepared by the Trustee shall contain a single line noting the number of Affected Users and the aggregate amount of the Affected Users claims. For greater clarity, the Trustee shall keep the identity and any other personal or identifiable information of individual Affected Users confidential.
24. At the first meeting of creditors of the Applicants, the Representative Counsel shall be entitled to file an omnibus proof of claim on behalf of all of the Affected Users (other than the Opt-out Individuals) and vote the claims of the Affected Users (other than the Opt-out Individuals) pursuant to direction from the Official Committee of Affected Users without the need for individual proxies.
25. Pending further Order of the Court, the Trustee shall maintain the identities of any Affected Users that submit claims for the purposes of voting at the first meetings of creditors of the Applicants (by proxy or otherwise) confidential and shall not disclose them to any third party.
26. The Trustee is authorized and empowered, but not obligated, to continue the investigation commenced as Monitor under the CCAA, obtain legal services, take or commence such Court proceedings, and/or conduct such examinations under section 163 of the BIA as it considers necessary for the recovery or preservation of the Applicants' property prior to the first meetings of creditors of the Applicants.
27. All of the terms of the Platform Access Order dated March 5, 2019 shall continue to apply in the BIA Proceedings *mutatis mutandis* and Amazon Web Services Inc. and any of its affiliates shall continue to be bound by the terms of the Platform Access Order pending further Order of the Court.
28. All of the terms of the Banking Arrangements Order dated February 22, 2019 shall continue to apply in the BIA Proceedings *mutatis mutandis*.
29. All of the terms of the Preservation Order dated April 8, 2019 shall continue to apply in the BIA Proceedings *mutatis mutandis*.
30. All of the terms of the Third Party Processor Order dated April 8, 2019 shall continue to apply in the BIA Proceedings *mutatis mutandis*.

General

31. Notwithstanding the discharge of EY as Monitor and the termination of the CCAA Proceedings, this Court shall remain seized of any matter arising from these CCAA Proceedings, and each of the Applicants, EY, Representative Counsel and any interested party that has served a Notice of Appearance in these CCAA Proceedings, shall have the authority from and after the date of this Order to apply to this Court to address matters ancillary or incidental to these CCAA Proceedings notwithstanding the termination thereof. EY is authorized to take such steps and actions as Monitor following date of this order until the CCAA Termination Time. In completing or addressing any such ancillary or incidental matters, EY shall continue to have the benefit of all Orders made in the CCAA Proceedings in relating to its capacity as Monitor, including approvals, protections, and stays of proceedings in favour of EY in its capacity as Monitor.
32. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction outside of Nova Scotia is requested to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
33. This Order and all of its provisions are effective as of 12:01 a.m. Atlantic Standard Time on the 8th day of April, 2019.

Issued at Halifax, Province of Nova Scotia, this ____ day of April, 2019.

SCHEDULE “A”

2019

Hfx No. 484742

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. d/b/a Quadriga CX and Quadriga Coin Exchange (collectively referred to as the “**Companies**” and the “**Applicants**”), for relief under the *Companies’ Creditors Arrangement Act*

Monitor’s Certificate (Re Termination and Bankruptcy Assignment Order)

RECITALS

- A. Pursuant to an Order of the Honourable Justice Michael J. Wood of the Nova Scotia Supreme Court (the “**Court**”) dated February 5, 2019, Ernst & Young Inc. (“**EY**”) was appointed as the monitor (the “**Monitor**”) of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. (“**Quadriga**” or the “**Company**”) (collectively, the “**Applicants**”). The proceedings commenced by the Applicants under the CCAA will be referred to herein as the “**CCAA Proceedings**”.
- B. The CCAA Proceedings have been completed in accordance with the Orders of this Court and under the supervision of the Monitor.
- C. Pursuant to the Order of this Court dated April 8, 2019 (the “**Termination Order**”), the Monitor may be discharged and the CCAA Proceedings may be terminated upon filing of this Monitor’s Certificate with the Court.
- D. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Termination Order.

THE MONITOR CERTIFIES the following:

1. To the best of the knowledge and belief of the Monitor, the Post-filing Expenses and the Professional Fees have been satisfied.

DATED at Halifax, Nova Scotia this _____ day of _____, 2019.

ERNST & YOUNG INC., solely in its capacity as
Monitor of Quadriga Fintech Solutions Corp., Whiteside
Capital Corporation and 0984750 B.C. Ltd. and not in its
personal or corporate capacity

By: _____

Name: George C. Kinsman
Title: Partner, Senior Vice President

IN THE MATTER OF APPLICATION BY QUADRIGA FINTECH SOLUTIONS CORP.,
WHITESIDE CAPITAL CORPORATION AND 0984750 B.C. LTD. D/B/A QUADRIGA CX
AND QUADRIGA COIN EXCHANGE UNDER THE COMPANIES' CREDITORS
ARRANGEMENT ACT

Hfx No. 484742

**IN THE SUPREME COURT
OF NOVA SCOTIA**

Proceeding commenced in Halifax

**ORDER
RE: TERMINATION AND BANKRUPTCY
ASSIGNMENT ORDER**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Elizabeth Pillon LSO#: 35638M
Tel: (416) 869-5623
Email: lpillon@stikeman.com

Lee Nicholson LSO#: 66412I
Tel: (416) 869-5604
E-mail: leenicholson@stikeman.com
Fax: (416) 947-0866

Lawyers for Ernst & Young Inc., Monitor

Appendix “E” – Variance Analysis

[Attached]

QUADRIGA FINTECH SOLUTIONS CORP.**Appendix E**

Cash Flow Forecast to Actual (Variance Analysis)

Unaudited - see Notice to Reader

All figures in nominal C\$, unless otherwise noted

	Actual	Forecast	Variance
Date - beginning of period	02-Mar-19	02-Mar-19	
Date - end of period	29-Mar-19	29-Mar-19	
Opening available cash balance	\$24,728,039	\$24,728,039	—
<u>Receipts</u>			
Cash on hand	—	—	—
Third party payment processors	—	\$589,388	(\$589,388)
Bank Drafts - BMO	—	—	—
Bank Drafts - Other	—	\$5,824,340	(\$5,824,340)
Advance from Shareholder	—	—	—
Interest earned	\$4,232	—	\$4,232
Total receipts	\$4,232	\$6,413,728	(\$6,409,496)
<u>Disbursements</u>			
Independent Contractors	\$80,922	\$68,000	\$12,922
Amazon Web Services (server hosting)	\$15,386	\$17,000	(\$1,614)
Sendgrid (email provider)	—	\$1,000	(\$1,000)
Freshdesk (support system)	\$1,076	\$1,000	\$76
Fastmail (email services)	—	\$50	(\$50)
DomainSure	—	\$800	(\$800)
Cloudflare	—	\$300	(\$300)
Repayment of shareholder advances	—	\$300,000	(\$300,000)
Jose Reyes personal funds	—	—	—
Transfer to Disputed Amount Account	—	—	—
Miscellaneous	\$5,319	\$20,000	(\$14,681)
<u>Professional fees</u>			
Court-appointed Monitor	\$374,953	\$250,000	\$124,953
Monitor Counsel	\$346,626	\$300,000	\$46,626
Company Counsel	\$436,707	\$339,842	\$96,866
Representative Counsel	—	\$25,000	(\$25,000)
Chief Restructuring Officer	\$6,095	\$30,000	(\$23,905)
Other consultants	\$22,782	—	\$22,782
HST on disbursements	\$173,994	\$141,726	\$32,268
Total disbursements	\$1,463,860	\$1,494,718	(\$30,857)
Net cash flow	(\$1,459,628)	\$4,919,010	(\$6,378,638)
Closing available cash balance	\$23,268,411	\$29,647,049	(\$6,378,638)

Appendix “F” – Amended Cash Flow

[Attached]

QUADRIGA FINTECH SOLUTIONS CORP. - DISBURSEMENT ACCOUNT

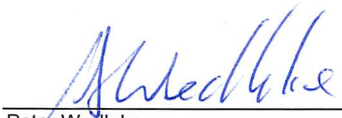
Appendix F

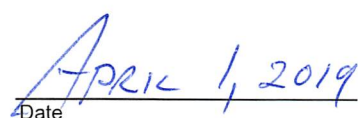
Cash Flow Forecast for the period of 30 March 2019 to 12 April 2019

Unaudited - see Notice to Reader

All figures in nominal C\$, unless otherwise noted

Period	Actual	Notes	Forecast	Forecast
Date - beginning of period	05-Feb-19		Week 1	Week 2
Date - end of period	29-Mar-19		05-Apr-19	12-Apr-19
Opening Available Cash Balance	-		\$23,268,411	\$23,270,143
Receipts				
Cash on hand	\$254,180		-	-
Third party payment processors (others)	\$5,000	1	-	\$436,262
Third party payment processors (BMO drafts)	\$25,272,089		-	-
Bank Drafts - Other	-	2	-	\$5,824,340
Interim financing	\$150,000		-	-
Interest earned	\$4,232		\$4,232	-
Total Receipts	\$25,685,501		\$4,232	\$6,260,602
Disbursements				
Independent Contractors	\$127,803	3	-	-
Amazon Web Services (server hosting)	\$15,386		-	\$15,119
Sendgrid (email provider)	-		-	-
Freshdesk (support system)	\$1,076		-	\$1,000
Fastmail (email services)	-		-	-
DomainSure	-		-	-
Cloudflare	-		-	-
Repayment of shareholder advances	-	4	-	-
Jose Reyes personal funds	\$60,959		-	-
Transfer to Disputed Amount Account	\$778,214		-	-
Miscellaneous	\$5,387		\$2,500	\$2,500
Professional fees				
Court-appointed Monitor	\$374,953	5	-	\$190,000
Monitor Counsel	\$396,626	5	-	\$275,000
Company Counsel	\$436,707	5	-	\$15,000
Representative Counsel	-	5	-	\$300,000
Chief Restructuring Officer	\$6,095	5	-	\$25,000
Other consultants	\$37,659		-	-
HST on disbursements	\$176,226		-	\$121,125
Total Disbursements	\$2,417,091		\$2,500	\$944,744
Net Cash Flow	\$23,268,411		\$1,732	\$5,315,858
Closing Available Cash Balance - Disbursement Account	\$23,268,411		\$23,270,143	\$28,586,000
Quadriga - Disputed Account Balance	\$778,214		\$778,214	\$778,214


 Peter Wedlake
 Chief Restructuring Officer


 Date

QUADRIGA

Cash Flow Forecast for the period of 30 March 2019 to 12 April 2019

Unaudited - see Notice to Reader

Notes to the Cash Flow Projection

Management of Quadriga have prepared this forecasted cash flow statement based on probable and hypothetical assumptions detailed in the notes below.

The forecast has been prepared solely for the Company's CCAA filing to determine liquidity requirements. Since the projections are based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material. Consequently, readers are cautioned that it may not be appropriate for other uses.

Note 1: It is anticipated that funds held by various third party payment processors, as described in the Fourth Report of the Monitor, will be received in due course. The receipt has been earmarked for the week of 12 April 2019, however exact timing of the receipts is unknown.

Note 2: It is anticipated that the Bulk Drafts, as described in the Fourth Report of the Monitor, will be received in due course. The receipt has been earmarked for the week of 12 April 2019, however the exact timing of the receipt is unknown.

Note 3: The Company has terminated all of its independent contractors.

Note 4: The Third Report of the Monitor cash flow forecast assumed repayment of interim funding from the most significant shareholder. It was subsequently acknowledged that the repayment of the \$300,000 advance would be deferred on consent of the parties.

Note 5: Professional fees payable to the Court-appointed Monitor, Monitor Counsel, Company Counsel, Representative Counsel and the Chief Restructuring Officer at standard hourly rates.

Appendix “G” – Draft Asset Preservation Order

[Attached]

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. d/b/a Quadriga CX and Quadriga Coin Exchange (collectively referred to as the “**Companies**” and the “**Applicants**”), for relief under the *Companies’ Creditors Arrangement Act*

ORDER

(Asset Preservation Order)

BEFORE THE HONOURABLE JUSTICE MICHAEL J. WOOD

UPON MOTION, in the proceedings of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation, and 0984750 B.C. Ltd. dba Quadriga CX and Quadriga Coin Exchange (collectively, the “**Applicants**”), under the *Companies’ Creditors Arrangement Act* (the “**CCAA Proceedings**”), by Ernst & Young Inc. (“**EY**”), in its capacity as Court-appointed Monitor and/or trustee-in-bankruptcy of the Applicants in respect of any proceedings under the *Bankruptcy and Insolvency Act* (Canada) (the “**Monitor**”);

UPON READING the Fourth Report of the Monitor dated April 1, 2019 and on being advised by counsel that the Preserving Parties have consented to the terms hereof;

AND UPON HEARING counsel to the Preserving Parties (as herein defined), counsel for the Monitor, Representative Counsel of the Affected Users (“**Representative Counsel**”), counsel to Jennifer Robertson and such other individuals who appeared and were heard on the Motion;

IT IS HEREBY ORDERED AND DECLARED THAT:

Preservation Order

1. Except as specifically authorized by this Order, pending further Order of this Court, Jennifer Robertson as executor of the estate of Gerald Cotten (the “**Estate**”), Jennifer Robertson (“**Robertson**”), Robertson Nova Consulting Inc. (“**RNC**”), Robertson Nova Property Management Inc. (“**RNPM**”), and Jennifer Robertson as Trustee of The Seaglass Trust (“**Seaglass**” and together with the Estate, Robertson, RNC, RNPM, the “**Preserving Parties**”) and their respective servants, employees, agents, assigns, officers, directors, trustees, and anyone else acting on their behalf or in conjunction with any of

them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets or property of the Preserving Parties, wherever situate;
 - (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
 - (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.
2. Paragraph 1 applies to all of the Preserving Parties' assets whether or not they are in the names of the respective parties and whether they are solely or jointly or beneficially owned, including, without limitation, assets of the Estate (the "**Estate Assets**"), assets of RNC, assets of RNPM (collectively, "**Corporate Assets**") and assets of Jennifer Robertson personally and/or held through Seaglass (the "**Personal Assets**" and together with the Estate Assets and Corporate Assets, the "**Preserved Assets**"). For the purpose of this Order, the Preserving Parties' assets include any asset which any of the Preserving Parties has the power, directly or indirectly, to dispose of or deal with as if it were their own. The Preserving Parties are to be regarded as having such power if a third party holds or controls the assets in accordance with these parties' direct or indirect instructions.
3. Three trust accounts are to be established and maintained by Stewart McKelvey for each of the Estate Assets, Corporate Assets and Personal Assets (collectively the "**Preservation Accounts**") for the exclusive purposes of collecting and preserving: (a) surplus funds from current Estate Assets, Personal Assets and Corporate Assets, as determined by consultation between the Monitor and the Preserving Parties or as determined by further Order of the Court; (b) proceeds arising from any dispositions of assets of the Preserving Parties with the Monitor's consent in accordance with this Order; and (c) excess working capital assets, if any, of RNPM at year end. For greater certainty the Preservation Accounts shall not form part of the Applicants' Property pending further Order of the Court, if necessary.
4. Stewart McKelvey may distribute funds from the Preservation Accounts in accordance with the terms of this Order, with the consent of the Monitor or further Order of this Court.
5. The Preserving Parties may deal with, sell, alienate, transfer, assign, encumber, or otherwise monetize Estate Assets, Corporate Assets or Personal Assets only with the consent of the Monitor, or further Court Order, provided that any net proceeds arising from such disposition of assets by the Preserving Parties shall be deposited into the respective Preservation Accounts.
6. The Monitor and Preserving Parties are authorized to identify and monetize any assets which may depreciate in value if not monetized during the term of this Order. The

Preserving Parties shall have no liability if assets of a depreciating or volatile nature decline in value while the subject of this Order.

7. This Order shall be without prejudice to each of the Applicants and Preserving Parties' respective rights, entitlements, claims and defences in respect of ownership or entitlement to the Preserved Assets.

Ordinary Living Expenses and Legal Expenses and Property Preservation Expenses

8. Robertson shall continue to receive her drawings from RNPM in accordance with current levels, for the purposes of satisfying ordinary living expenses. In addition, Robertson shall be entitled to access cash from the Personal Assets for purposes of satisfying property preservation and maintenance costs of the Personal Assets, in an amount to be agreed upon in consultation with the Monitor and satisfied through disbursement from the Preservation Account for Personal Assets established in accordance with paragraph 3 of this Order.
9. Reasonable costs of legal advice and representation of the Preserving Parties shall be paid from the respective Preservation Accounts.
10. Robertson shall be entitled to direct RNPM to utilize its cash or further income from the Corporate Assets for the purposes of satisfying reasonable corporate expenses of RNPM including in respect of property preservation and maintenance expenses, and reasonable general operating costs of RNPM ("**Property Preservation Expenses**") in accordance with past practices. RNPM will continue to be managed in the normal course of business, including the incurring and payment of Property Preservation Expenses and reasonable salary/payments as determined in consultation with the Monitor or further Order of the Court, but no special distributions by way of dividends, bonus or extraordinary salary shall be paid to Robertson or any other party. RNPM shall not be entitled to encumber any of its property without the prior written consent of the Monitor. For greater certainty, any net rental or investment income earned by RNPM shall remain in the corporate bank accounts of RNPM and be used to satisfy Property Preservation Expenses, subject to the terms of this Order.
11. Where additional funds are required by the Preserving Parties above the amounts contemplated in paragraphs 8 - 10 of this Order, the Preserving Parties or any of them may seek the written consent of the Monitor and/or apply for an Order of the Court, on at least seventy-two (72) hours notice to the Monitor seeking authorization to receive additional amounts of the Preserved Assets from the applicable Preservation Account that the Preserving Party may be entitled to receive in respect of costs to be incurred by the applicable Preserving Party.

Disclosure of Information

12. Robertson shall prepare and provide to the Monitor, within [●] [**To be added prior to return of motion**] days of the date of service of this Order: (a) a sworn statement describing the nature, value, and location of the assets worldwide of the Preserving Parties, including cash on hand balances wherever situated, whether in their respective

names or not and whether solely or jointly or beneficially owned; (b) answers to any outstanding questions from the Monitor's letters to RNC, Robertson and the Estate dated February 22, 2019 and February 25, 2019; and (c) copies of Robertson's personal income tax return, and the income tax return for each of RNC, RNPM, and Seaglass, for the past three (3) years.

Third Parties

13. [●] **[To be added prior to return of motion]** (the "**Banks**") to forthwith freeze and prevent any removal or transfer of monies or assets of the Preserving Parties held in any account or on credit on behalf of the Preserving Parties with the Banks, except as outlined pursuant to the terms of this Order, in particular transfers to the Preservation Accounts contemplated by paragraph 3 of this Order, or with a written direction from the Monitor and the applicable Preserving Party, or further Order of the Court.
14. The Preserving Parties consent to all Banks holding assets of the Preserving Parties held in any account or on credit on behalf of the Preserving Parties with the Banks to disclosure and delivery to the Monitor by the Banks of any and all records held by the Banks concerning the Preserving Parties' assets and accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, and the Banks shall forthwith provide such information and documentation to the Monitor.

Cryptocurrency

15. All cryptocurrency exchanges (the "**Exchanges**") to forthwith freeze and prevent any removal or transfer of currency or assets of the Preserving Parties held in any account or on credit on behalf of the Preserving Parties, with the Exchanges, except as outlined pursuant to the terms of this Order, or with a written direction of the Monitor and the applicable Preserving Party, or further Order of the Court.
16. The Preserving Parties consent to all Exchanges holding assets of the Preserving Parties held in any account or on credit on behalf of the Preserving Parties with the Exchanges to disclosure and delivery to the Monitor by the Exchanges of any and all records held by the Exchanges concerning the Preserving Parties' assets and accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, and the Exchanges shall forthwith provide such information and documentation to the Monitor.
17. Any cryptocurrency accounts determined to be held in the name of any of the Preserving Parties on any Exchanges, shall be returned to the Monitor to form part of the Applicants' property. Any Exchanges holding cryptocurrency on behalf of any of the Preserving Parties shall be entitled to rely on the directions of the Monitor in respect of the transfer of such assets.

Sale of Assets

18. Where assets have been monetized in accordance with the terms of this Order and with the written approval of the Monitor and Representative Counsel, the Applicants' and

Affected Users release all claims as against title to the assets sold to a bonafide third party purchaser (the “**Purchased Assets**”). For the purposes of determining the nature and priority of any claims as against any Purchased Assets, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold.

Variation, Discharge or Extension of Order

19. Anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this Order on at least four (4) days’ notice to the Monitor and the Preserving Parties.

General

20. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction outside Nova Scotia is requested to give effect to this Order and to assist the Monitor, the Preserving Parties and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, and the Preserving Parties and their respective agents as may be necessary or desirable to give effect to this Order, or to assist the Monitor, Preserving Parties and their respective agents in carrying out the terms of this Order.
-

CONSENTED TO:

Richard Niedermayer, on behalf of each of
the Preserving Parties
Stewart McKelvey
Purdy's Wharf Tower One
1959 Upper Water Street
Suite 900
Halifax, NS B3J 3N2

Direct: 902-420-3339
Email: rniedermayer@stewartmckelvey.com

Counsel to Jennifer Robertson, in her
personal capacity, as Executor of the Estate
of Gerald Cotten, and as Trustee of The
Seaglass Trust, Robertson Nova Consulting
Inc., and Robertson Nova Property
Management Inc.

Appendix “H” – Draft Third Party Payment Processors Order

[Attached]

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. d/b/a Quadriga CX and Quadriga Coin Exchange (collectively, the “**Applicants**”), for relief under the *Companies’ Creditors Arrangement Act*

ORDER

(Re Third Party Payment Processors)

BEFORE THE HONOURABLE JUSTICE MICHAEL J. WOOD

UPON MOTION, in the proceedings of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation, and 0984750 B.C. Ltd. dba Quadriga CX and Quadriga Coin Exchange (collectively, the “**Applicants**”), under the *Companies’ Creditors Arrangement Act* (the “**CCAA Proceedings**”) by Ernst & Young Inc. (“**EY**”), in its capacity as Court-appointed Monitor and/or trustee-in-bankruptcy of the Applicants in respect of any proceedings under the *Bankruptcy and Insolvency Act* (Canada) (the “**Monitor**”);

UPON READING the Fourth Report of the Monitor dated April 1, 2019;

AND UPON HEARING counsel to the Applicants, counsel for the Monitor, Representative Counsel of the Affected Users and such other individuals who appeared and were heard on the Motion;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. If necessary, the service of the Notice of Motion, the Motion Record and supporting documents are hereby abridged and service is hereby deemed adequate notice so that the Motion is properly returnable today and further service thereof is hereby dispensed with.

Vopay International

2. Within five (5) business days of this Order, Vopay International Inc. shall deliver \$116,262.17 to the Monitor.

Alto Bureau de Change

3. Within five (5) business days of this Order, 9133-8079 Quebec Inc. (d/b/a Alto Bureau de Change) (“**Alto**”) shall deliver any assets, undertakings or property of the Applicants (the “**Property**”) in the possession of Alto to the Monitor.

1009926 B.C. Ltd

4. 1009926 B.C. Ltd (“**B.C. Ltd**”) shall forthwith deliver all books, documents, and accounting records, and any other papers, records and information related to Property that B.C. Ltd holds or previously held, including account statements in respect of bank accounts that hold or held Property, deposit and withdraw transaction information related to the Property that B.C. Ltd holds or held, the identities of depositors of Property and recipients of Property that B.C. Ltd holds or held, directions received by B.C. Ltd from the Applicants in respect of distributions of Property and other information and documents reasonably required to ascertain the location of the Applicants’ Property.
5. Within five (5) business days of the Order, B.C. Ltd shall deliver any Property in the possession of B.C. Ltd to the Monitor.

BillerFY and ePADregistry

6. BillerFY Labs Inc. (“**BillerFY**”) and ePADregistry Inc. (“**ePAD**”) shall forthwith deliver all books, documents, and accounting records, and any other papers, records and information related to Property that BillerFY or ePAD hold or previously held, including account statements in respect of bank accounts that hold or held Property, deposit and withdraw transaction information related to the Property that BillerFY or ePAD hold or held, the identities of depositors of Property and recipients of Property that BillerFY or ePAD hold or held, directions received by BillerFY and/or ePAD from the Applicants in respect of distributions of Property and other information and documents reasonably required to ascertain the location of the Applicants’ Property.
7. Within five (5) business days of the Order, BillerFY and ePAD shall deliver any Property in the possession of BillerFY and ePAD to the Monitor.

POSConnect

8. POSConnect Inc. (“**POSConnect**”) shall forthwith deliver all books, documents, and accounting records, and any other papers, records and information related to Property that POSConnect holds or previously held, including account statements in respect of bank accounts that hold or held Property, deposit and withdraw transaction information related to the Property that POSConnect holds or held, the identities of depositors of Property and recipients of Property that POSConnect holds or held, directions received by POSConnect from the Applicants in respect of distributions of Property and other information and documents reasonably required to ascertain the location of the Applicants’ Property.
9. Within five (5) business days of the Order, POSConnect shall deliver any Property in the possession of POSConnect to the Monitor.

WB21

10. WB21 Pte. Ltd. and Black Banx Inc. (collectively, “**WB21**”) shall forthwith deliver all books, documents, and accounting records, and any other papers, records and information related to any accounts that hold or held Property, including account statements in respect

of CAD account #1903319383 and USD account #1903319384, deposit and withdraw transaction information in respect of such accounts, the identities of depositors into such accounts and recipients of Property from such accounts, and other information and documents reasonably required to ascertain the location of the Applicants' Property.

11. Within five (5) business days of the Order, WB21 shall deliver any Property in the possession of WB21 to the Monitor.

General

12. Any dispute regarding the amount of Property held by Alto, BillerFY, ePAD, POSConnect, and WB21 shall be determined by this Court on a motion returnable on at least seven (7) days' notice to the applicable parties in respect of the dispute.
13. All of the terms of this Order shall continue to apply in any proceedings in respect of the Applicants under the *Bankruptcy and Insolvency Act* (Canada) *mutatis mutandis*.
14. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction outside of Nova Scotia, including the United States or Singapore, is requested to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
15. This Order and all of its provisions are effective as of 12:01 a.m. Atlantic Standard Time on the 8th day of April, 2019.

Issued at Halifax, Province of Nova Scotia, this ____ day of April, 2019.

Appendix “I” – Assignment Agreement between B.C. Ltd. and N.B. Inc.

[Attached]

THIS ASSIGNMENT OF FINANCIAL INSTRUMENTS is dated January 25, 2019

BETWEEN:

1009926 B.C. LTD., a corporation incorporated under the laws of British Columbia
(the “**Assignor**”)

OF THE FIRST PART

- and -

700964 N.B. INC., a corporation incorporated under the laws of New Brunswick
(the “**Assignee**”)

OF THE SECOND PART

WHEREAS the Assignor is the person entitled to receive payments under the bank drafts and other financial instruments more specifically described in Schedule “A” attached hereto in the overall principal amount of \$5,824,339.79 (the “**Financial Instruments**”);

AND WHEREAS the Assignor is indebted to Quadriga CX (“**Quadriga**”) in the same amount as the Financial Instruments (the “**Obligations**”);

AND WHEREAS the Assignor has agreed to assign the Financial Instruments to the Assignee to settle the Obligations;

NOW THEREFORE in consideration of the premises and the mutual covenants herein contained, the sum of One Dollar (\$1.00) now paid by each party hereto to the other party and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee all of its right, title and interest to the Financial Instruments, including the right, title and interest of the Assignor to any and all amounts payable thereunder for principal, interest or otherwise in full settlement of the Obligations.
2. The Assignor covenants that the Financial Instruments have not been assigned and that it has not done any act whereby the Financial Instruments have been amended, negotiated or surrendered.
3. The Assignor will, at any time and from time to time, upon the request of the Assignee, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such further acts, deeds, assignments, transfers, conveyances, powers of attorney and other assurances as may be required for the purpose of fulfilling its obligations pursuant to this Assignment, including the specific assignment referenced in “Schedule “B”.
4. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. This Assignment shall be governed and construed in accordance with the laws of the Province of New Brunswick.

IN WITNESS WHEREOF the Assignor has executed this Assignment as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

)
)
)
)
)
)
)
)

1009926 B.C. LTD.

Per:

Name: Aaron Vaithilingam

Title: Director

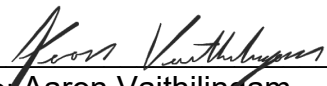
SCHEDULE "A"
Particulars of Financial Instruments Being Assigned

SCHEDULE "B"
Specific Assignment

FOR VALUE RECEIVED, 1009926 B.C. LTD. hereby assigns and transfers to **700964 N.B. INC.** its right, title and interest to the financial instrument(s) more particularly described in Appendix "1" hereto attached.

DATED January 25, 2019.

1009926 B.C. LTD.

Per: 
Name: Aaron Vaithilingam
Title: Director

Appendix “1”
Particulars of Financial Instruments Being Assigned

Appendix “J” – Bare trust executed by N.B. Inc.

[Attached]

Declaration of Bare Trust

This declaration of bare trust is made as of the 18th day of January, 2019, by 700964 N. B. Inc. (the "Nominee").

1. The Nominee hereby declares that the Nominee's interest in the following assets:
 - (a) all bank drafts or other negotiable instruments endorsed or assigned to the Nominee by 1009926 B.C. Ltd;

(together the "property") and any property substituted therefor is held in bare trust for 0984750 B.C. Ltd carrying on business as Quadriga CX (the "Owner").
2. The property is fully owned by the Owner. The Nominee has, and will have, no beneficial interest in it.
3. The Nominee agrees to deal with the property and the income from it in such manner as the Owner may direct from time to time.
4. The Nominee will not encumber, sell or transfer the Nominee's interest in the property except with the Owner's consent in writing.
5. This declaration shall be binding on the Nominee and the Nominee's successors and assigns and be available to the Owner and the Owner's successors and assigns.

In Witness Whereof the Nominee has executed this declaration of bare trust as of the day and year first above written.

SIGNED in the presence of:

700964 N. B. Inc



Witness

Per: Aaron Matthews, Director

Appendix “K” – Correspondence sent to B.C. Ltd.

[Attached]

Keisha Lackpatiah-Sealy

From: Lee Nicholson
Sent: Sunday, March 31, 2019 3:11 PM
To: Lee Nicholson
Subject: FW: 1009926 B.C. Ltd. - Quadriga CX
Attachments: 1009926 BC Ltd. Endorsement and Assignment of Bank Drafts.pdf

From: Robbie MacKeigan
Sent: Monday, March 04, 2019 2:16 PM
To: 'vets@protonmail.com' <vets@protonmail.com>
Subject: RE: 1009926 B.C. Ltd. - Quadriga CX

Aaron:

I refer to my earlier emails and my voice message of today.

I am now sending a draft of the complete document with the two schedules attached. The only change from the Assignment document itself is the change in the month of signing.

I am hoping that I will be able to make arrangements for you to sign at the offices of Stikeman Elliott in Vancouver or, if you prefer, I will arrange for a lawyer from that office to attend at your office or residence in Burnaby.

The detailed list of financial instruments in Schedule "B" does not include any identifying names or account numbers. That has been removed from the listing although as you know certain of that information is contained on the drafts and money orders themselves.

I look forward to the opportunity of discussing this further with you in the hopes that we will be able to complete the execution before too long.

Regards,

Robbie



Robert G. MacKeigan, Q.C.
D: 902.444.1771
robbie@stewartmckelvey.com
www.stewartmckelvey.com

Purdy's Wharf Tower One
900 - 1959 Upper Water Street
P.O. Box 997
Halifax, NS B3J 2X2
P: 902.420.3200
F: 902.420.1417

From: Robbie MacKeigan
Sent: Thursday, February 21, 2019 2:44 PM
To: 'vets@protonmail.com' <vets@protonmail.com>
Subject: 1009926 B.C. Ltd. - Quadriga CX

Aaron:

I refer to my earlier email and I attach a copy of the requested Assignment, without the Schedules. Schedule B will contain a listing of the bank drafts, money orders etc. without any reference to the name or account number noted on those instruments. If you wish, I will send the list now.

The attached draft assignment follows the form of the Assignment executed last month. This office reviewed the drafts in detail and we calculate that we have received 1,004 bank drafts totaling \$5,838,425.92, a small difference from the amount in last month's assignment.

We are hoping that we will be able to make arrangements convenient to you to execute the document and obtain an original with complete schedules attached.

There may be certain other ancillary documents for your execution as well.

Will you be in British Columbia for a period of time? If so, I would be grateful if you would let me know when it would be convenient to arrange for execution.

As you know, your company has been dissolved by the B.C. Registrar and I attach a copy of the search report which I received on Tuesday. We would like to take steps to restore the company for a minimum period – perhaps two years. We should be able to do that without any documents signed by you although a notice would be sent by mail to the addresses shown on the attached printout. If you would prefer to make the application and arrange for the permanent restoration we could certainly discuss that.

I understand that the temporary restoration does not require the payment of any past amounts owing to the BC Registrar.

I look forward to hearing from you.

Regards,

Robbie



Robert G. MacKeigan, Q.C.
D: 902.444.1771
robbie@stewartmckelvey.com
www.stewartmckelvey.com

Purdy's Wharf Tower One
900 - 1959 Upper Water Street
P.O. Box 997
Halifax, NS B3J 2X2
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Appendix “L” – Restoration Certificate

[Attached]

DUPLICATE

Number: BC1009926



CERTIFICATE OF RESTORATION

BUSINESS CORPORATIONS ACT

I Hereby Certify that 1009926 B.C. LTD., which was recognized on August 5, 2014 at 12:45 PM Pacific Time under certificate number BC1009926, and was dissolved on January 22, 2018 at 11:20 PM Pacific Time, has on March 25, 2019 at 09:44 AM Pacific Time been restored for a period of 2 years ending March 25, 2021 under the *Business Corporations Act*.

*Issued under my hand at Victoria, British Columbia
On March 25, 2019*

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada



Appendix “M” – Letter sent from Monitor to B.C. Ltd.

[Attached]



Dieppe
11 Englehart Street
Dieppe, NB E1A 7Y7
Tel: +1 506 853 3097
Fax: +1 506 859 7190

Fredericton
527 Queen Street
Suite 110
Fredericton, NB E3B 3T2
Tel: +1 506 455 8181
Fax: +1 506 455 8141

Halifax
RBC Waterside Centre
1871 Hollis Street
Suite 500
Halifax, NS B3J 0C3
Tel: +1 902 420 1080
Fax: +1 902 420 0503

Saint John
Red Rose Tea Building
5th floor
12 Smythe Street
Saint John, NB E2L 5G5
Tel: +1 506 634 7000
Fax: +1 506 634 2129

St. John's
Fortis Place
5 Springdale Street
Suite 800
St. John's, NL A1E 0E4
Tel: +1 709 726 2840
Fax: +1 709 726 0345

Ernst & Young Inc.
Atlantic Canada
ey.com

February 6, 2019

VIA COURIER

1009926 B.C. Ltd.
Attention: Mr. Aaron Vaithilingam
3961 William Street, Burnaby, BC V5C 3J2

Dear Mr. Vaithilingam:

Re: Funds of QuadrigaCX held by 1009926 B.C. Ltd. ("1009926" or "you")

As you many know, Ernst & Young Inc. was appointed as Court-appointed Monitor (the "**Monitor**") of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. d/b/a Quadriga CX and Quadriga Coin Exchange (collectively, the "**Applicants**") pursuant to the Initial Order dated February 5, 2019 (the "**Initial Order**") of Justice Wood of the Supreme Court of Nova Scotia (the "**Court**"). A copy of the Initial Order is attached as Schedule "A" of this letter. Capitalized terms not otherwise defined in this letter have the meaning ascribed to them in the Initial Order.

We understand from the Applicants that 1009926 acts as a third party payment processor on behalf of the Applicants. We further understand from the Applicants that 1009926 is currently holding cash or cash equivalents on behalf of the Applicants (the "**Funds**") that constitutes Property under the Initial Order. Paragraph 27(b) and 28 of the Initial Order provide:

27. ... the Monitor shall be empowered on behalf of the Applicants to take any and all steps... to take possession of the following Property of the Applicants:

...

- (b) the proceeds held in any bank account maintained by or financial instrumented issued in the name of, or standing to the credit of, any third [sic] payment providers, including the Third Party Payment Providers, held on behalf of the Applicants...

28. Any person in possession of any of the Property wherever situate, including any Third Party Payment Provider, shall forthwith advise the Applicants and the Monitor of the existence of any Property in such person's possession or control, shall grant immediate and continued access to the Property and information and documentation related thereto to the Applicants and the Monitor.

Pursuant to these paragraphs of the Initial Order, the Monitor hereby requests that:

1. You immediately deliver all Funds or other Property of the Applicants in your possession or in the possession of any affiliated person or entity directly to the Monitor by wiring such Funds to the account listed on Schedule "B" to this letter. If you hold any Property other than Funds we will make alternative arrangements with you to take possession of the Property; and

2. You subsequently deliver all information and documentation related to any accounts under which you hold Funds or other Property on behalf of the Applicants, including all account statements, deposit and withdraw transaction information, the identities of persons or entities depositing such Funds or other Property into the account, the identities of persons or entities receiving withdraws and/or transfers of such Funds or other Property from the account, know-your-client information collected in respect of the Applicants, and any documentation in respect of the foregoing (collectively, the **"Requested Information"**).

If you do not believe you are holding any Funds or other Property of the Applicants, the Monitor maintains its request for the Requested Information related to any accounts under which you held Funds and other Property of the Applicants at any time in the past. Additionally, if you have an objection to delivering any Funds or other Property of the Applicants or the Requested Information we request that you provide reasons for any such refusal within five (5) business days of this letter. The Monitor reserves its rights to seek further relief from the Court if it determines or believes that you or any affiliated person or entity are holding Funds, other Property or Requested Information or you refuse to deliver any Funds, other Property or Requested Information in your possession or the possession of any affiliated person or entity to the Monitor.

If you have any questions in respect of the above, please feel free to contact me.

ERNST & YOUNG INC.

acting in its capacity as the Court-appointed monitor
of Quadriga Fintech Solutions Corp; Whiteside
Capital Corporation and 0984750 B.C. Ltd.



George Kinsman, CPA, CA, CIRP, LIT

Senior Vice President

cc. E. Pillon, Stikeman Elliott LLP
M. Chiasson, Stewart McKelvey

Appendix “N” – Corporate profile report for WB21 Canada

[Attached]



Government
of Canada

Gouvernement
du Canada

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→ [Corporations Canada](#) → [Search for a Federal Corporation](#)

Federal Corporation Information - 1056335-8

[Buy copies of corporate documents](#)

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

1056335-8

Business Number (BN)

777253113RC0001

Corporate Name

Black Banx Inc.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2018-01-02

Registered Office Address

88 Queens Quay West
Toronto ON M5J 0B8
Canada

i Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors**Minimum** 1**Maximum** 15

Phillip Daniel Michael Gastauer
 88 Queens Quay West
 Toronto ON M5J 0B8
 Canada

i Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings**Anniversary Date (MM-DD)**

01-02

Date of Last Annual Meeting

Not available

Annual Filing Period (MM-DD)

01-02 to 03-03

Type of Corporation

Not available

Status of Annual Filings

2019 - Due to be filed

Corporate History**Corporate Name History**

2018-01-02 to 2019-01-09	WB21 Inc.
2019-01-09 to 2019-01-16	Blackbnk Inc.
2019-01-16 to Present	Black Banx Inc.

Certificates and Filings**Certificate of Incorporation**

2018-01-02

Certificate of Amendment *

2019-01-09

Amendment details: Corporate name

Certificate of Amendment *

2019-01-16

Amendment details: Corporate name

* Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, [contact Corporations Canada](#).

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Date Modified:

2019-01-16

Appendix “O” – Correspondence between the Monitor and WB21

[Attached]



Dieppe
11 Englehart Street
Dieppe, NB E1A 7Y7
Tel: +1 506 853 3097
Fax: +1 506 859 7190

Fredericton
527 Queen Street
Suite 110
Fredericton, NB E3B 3T2
Tel: +1 506 455 8181
Fax: +1 506 455 8141

Halifax
RBC Waterside Centre
1871 Hollis Street
Suite 500
Halifax, NS B3J 0C3
Tel: +1 902 420 1080
Fax: +1 902 420 0503

Saint John
Red Rose Tea Building
5th floor
12 Smythe Street
Saint John, NB E2L 5G5
Tel: +1 506 634 7000
Fax: +1 506 634 2129

St. John's
Fortis Place
5 Springdale Street
Suite 800
St. John's, NL A1E 0E4
Tel: +1 709 726 2840
Fax: +1 709 726 0345

Ernst & Young Inc.
Atlantic Canada
ey.com

February 6, 2019

By E-mail mg@wb21.com

Black Banx Inc.
Attention: Mr. Michael Gastauer
88 Queens Quay West, Toronto, ON M5J 0B8

Dear Mr. Gastauer:

Re: Funds of QuadrigaCX held by Black Banx Inc. ("Black Banx" or "you")

As you many know, Ernst & Young Inc. was appointed as Court-appointed Monitor (the "**Monitor**") of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. d/b/a Quadriga CX and Quadriga Coin Exchange (collectively, the "**Applicants**") pursuant to the Initial Order dated February 5, 2019 (the "**Initial Order**") of Justice Wood of the Supreme Court of Nova Scotia (the "**Court**"). A copy of the Initial Order is attached as Schedule "A" of this letter. Capitalized terms not otherwise defined in this letter have the meaning ascribed to them in the Initial Order.

We understand from the Applicants that Black Banx acts as a third party payment processor on behalf of the Applicants. We further understand from the Applicants that Black Banx is currently holding cash or cash equivalents on behalf of the Applicants (the "**Funds**") that constitutes Property under the Initial Order. Paragraph 27(b) and 28 of the Initial Order provide:

27. ... the Monitor shall be empowered on behalf of the Applicants to take any and all steps... to take possession of the following Property of the Applicants:

...

- (b) the proceeds held in any bank account maintained by or financial instrumented issued in the name of, or standing to the credit of, any third [sic] payment providers, including the Third Party Payment Providers, held on behalf of the Applicants...

28. Any person in possession of any of the Property wherever situate, including any Third Party Payment Provider, shall forthwith advise the Applicants and the Monitor of the existence of any Property in such person's possession or control, shall grant immediate and continued access to the Property and information and documentation related thereto to the Applicants and the Monitor.

Pursuant to these paragraphs of the Initial Order, the Monitor hereby requests that:

1. You immediately deliver all Funds or other Property of the Applicants in your possession or in the possession of any affiliated person or entity directly to the Monitor by wiring such Funds to the account listed on Schedule "B" to this letter. If you hold any Property other than Funds we will make alternative arrangements with you to take possession of the Property; and

2. You subsequently deliver all information and documentation related to any accounts under which you hold Funds or other Property on behalf of the Applicants, including all account statements, deposit and withdraw transaction information, the identities of persons or entities depositing such Funds or other Property into the account, the identities of persons or entities receiving withdraws and/or transfers of such Funds or other Property from the account, know-your-client information collected in respect of the Applicants, and any documentation in respect of the foregoing (collectively, the **"Requested Information"**).

If you do not believe you are holding any Funds or other Property of the Applicants, the Monitor maintains its request for the Requested Information related to any accounts under which you held Funds and other Property of the Applicants at any time in the past. Additionally, if you have an objection to delivering any Funds or other Property of the Applicants or the Requested Information we request that you provide reasons for any such refusal within five (5) business days of this letter. The Monitor reserves its rights to seek further relief from the Court if it determines or believes that you or any affiliated person or entity are holding Funds, other Property or Requested Information or you refuse to deliver any Funds, other Property or Requested Information in your possession or the possession of any affiliated person or entity to the Monitor.

If you have any questions in respect of the above, please feel free to contact me.

ERNST & YOUNG INC.

acting in its capacity as the Court-appointed monitor
of Quadriga Fintech Solutions Corp; Whiteside
Capital Corporation and 0984750 B.C. Ltd.



George Kinsman, CPA, CA, CIRP, LIT

Senior Vice President

cc. E. Pilon, Stikeman Elliott LLP
M. Chiasson, Stewart McKelvey



OUR REF.: 022019CD-1402

BY EMAIL: George.c.kinsman@ca.ey.com

Ernst & Young Inc.
RBC Waterside Centre
1871 Hollis Street
Suite 500
Halifax
Nova Scotia B3J 0C3
Canada

F.A.O. Mr George Kinsman

7 February 2019

Dear Mr Kinsman

We refer to your letter dated 6 January 2019.

By way of clarification, on 29 March 2017, 0984750 BC Ltd opened accounts with WB21 Pte Ltd in USD and CAD currency. WB21 Pte Ltd is an entity incorporated in Singapore under Reg. No. 201618887H. On 31 December 2018, WB21 PTE Ltd closed the accounts of 0984750 BC Ltd.

There is a contractual relationship between 0984750 BC Ltd and WB21 Pte Ltd. 0984750 BC Ltd has agreed to our terms and conditions during the account opening process. Under the terms and conditions, WB21 Pte Ltd is entitled to freeze accounts and withhold funds if there is reasonable doubt that the user has engaged in fraudulent or suspicious activity. At present, WB21 Pte Ltd is investigating the accounts and it is necessary to withhold those funds pending finalisation of the investigation.

For your information, Black Banx Inc has never entered into a contractual relationship with 0984750 BC Ltd and it has never held any funds belonging to this Applicant.

We will keep you informed as and when it is possible to do so.

Yours sincerely,

WB21 Pte. Ltd.
Compliance Team



Dieppe
11 Englehart Street
Dieppe, NB E1A 7Y7
Tel: +1 506 853 3097
Fax: +1 506 859 7190

Fredericton
527 Queen Street
Suite 110
Fredericton, NB E3B 3T2
Tel: +1 506 455 8181
Fax: +1 506 455 8141

Halifax
RBC Waterside Centre
1871 Hollis Street
Suite 500
Halifax, NS B3J 0C3
Tel: +1 902 420 1080
Fax: +1 902 420 0503

Saint John
Red Rose Tea Building
5th floor
12 Smythe Street
Saint John, NB E2L 5G5
Tel: +1 506 634 7000
Fax: +1 506 634 2129

St. John's
Fortis Place
5 Springdale Street
Suite 800
St. John's, NL A1E 0E4
Tel: +1 709 726 2840
Fax: +1 709 726 0345

Ernst & Young Inc.
Atlantic Canada
ey.com

March 9, 2019

Black Banx Inc.
88 Queens Quay West
Toronto, ON Canada
M5J 0B8

WB21 Pte. Ltd.
80 Raffles Place,
UOB Plaza 1, Signapore 04862

Attention: Phillip Daniel Michael Gastauer

Attention: WB21 Compliance Team

Dear Mr. Gastauer and WB21 Compliance Team:

Re: In the matter of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. dba Quadriga CX and Quadriga Coin Exchange (collectively, the "Applicants") under the Companies' Creditors Arrangement Act (the "CCAA")

We are writing in response to your letter dated February 7, 2019 (the "**February 7 Letter**"). Further to the February 7 Letter, we request that you provide all agreements between WB21 Pte. Ltd. ("**WB21 Singapore**") and any of the Applicants. Please also provide us with information regarding the relationship between WB21 Singapore and Black Bank Inc. ("**WB21 Canada**") and together with WB21 Singapore and their affiliates, "**WB21**"). We note that each of the Applicants are Canadian companies and WB21 appears to have a Canadian presence including an office located in Toronto. Additionally, it appears that the terms and conditions located at www.wb21.com are an agreement with WB21 Canada. As such, we expect that WB21 will abide by orders issued by the Nova Scotia Supreme Court (the "**Court**") in the CCAA proceedings.

Further, the February 7 Letter was not responsive to any of our requests in our letter to you dated February 6, 2019, a copy of which is attached for your ease of reference. The Initial Order of the Court dated February 5, 2019 (the "**Initial Order**") provides that every person shall grant the Monitor "immediate and continued access to the Property and information and documentation related thereto." Based on the February 7 Letter we understand the Applicants had accounts with WB21 which were closed on December 31, 2018. Any funds deposited into those accounts should be immediately delivered to the Monitor along with all the Requested Information (as defined in our letter dated February 6, 2019), including the account statements in respect of the accounts with WB21.

We understand from the Applicants that you continue to hold significant funds which are Property (as defined by the Initial Order) of the Applicants and to date you have refused to return the funds or provide any information with respect to such funds, except vaguely noting that WB21 is investigating "fraudulent or suspicious activity."

The Monitor is an independent third party appointed by the Court in proceedings under the CCAA. The Monitor is tasked with investigating the business and affairs of the Applicants and together with the Applicants, recovering funds for the benefit of the Applicants' stakeholders. If you do not respond to our requests for the Requested Information and return of any funds of the Applicants, we will seek further relief from the Court to enforce the terms of the Initial Order and recover Property and the Requested Information from you.



Should you believe you have a valid reason to withhold funds kindly confirm and advise of the specifics of your position for the Monitors consideration and potentially for the consideration of the Court. If necessary, all Property of the Applicants held by WB21 should be preserved pending a determination by the Court.

Yours truly,

ERNST & YOUNG INC.

in its capacity as Court-appointed Monitor
in the matter of the proposed compromise and
arrangement of Quadriga Fintech Solutions Corp.,
Whiteside Capital Corporation and 0984750 B.C. Ltd.

Per:

A handwritten signature in blue ink, appearing to be 'GK', is located below the 'Per:' text.

George Kinsman CPA, CA, CIRP, LIT

cc. E. Pillon and L. Nicholson, Stikeman Elliott LLP
Peter Wedlake, Grant Thornton LLP
Maurice Chiasson, Stewart McKelvey



OUR REF.: 022019CD-1402

BY EMAIL: George.c.kinsman@ca.ey.com

Ernst & Young Inc.
RBC Waterside Centre
1871 Hollis Street
Suite 500
Halifax
Nova Scotia B3J 0C3
Canada

F.A.O. Mr George Kinsman

18 March 2019

Dear Mr Kinsman

We refer to your letter dated 9 March 2019.

As explained previously, on 29 March 2017, 0984750 BC Ltd opened accounts with WB21 Pte Ltd in USD and CAD currency. On 31 December 2018, WB21 PTE Ltd closed the accounts of 0984750 BC Ltd.

However, you are mistaken in your belief that we "continue to hold significant funds which are the Property of the Applicants". The balance as at 31 December 2019 in the accounts of 0984750 BC Ltd. has been 11.77 CAD and 5.53 USD.

The accounts have been frozen and are under investigation. Upon conclusion of the investigation, WB21 PTE Ltd might be able to provide further information.

None of the Applicants have entered into any contractual relationship with Black Banx Inc. Black Banx Inc. does not hold, possess or oversee any accounts on behalf of the Applicants. It does not hold any information or documentation related to the Applicants.

Yours sincerely,

WB21 Pte. Ltd.
Compliance Team

Elizabeth Pillon
Direct: 416 869 5623
Email: LPillon@stikeman.com

March 20, 2019

By E-mail

Black Banx Inc.
88 Queens Quay West
Toronto, ON Canada M5J 0B8

WB21 Pte. Ltd.
80 Raffles Place,
UOB Plaza 1, Signapore 04862

Attention: Phillip Daniel Michael Gastauer

Attention: Paulius Markevicius

Dear Mr. Gastauer and Mr. Markevicius:

Re: In the matter of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. dba Quadriga CX and Quadriga Coin Exchange (collectively, the "Applicants") under the Companies' Creditors Arrangement Act (the "CCAA")

We are in receipt of your letter dated March 18, 2019. The Initial Order dated February 5, 2019 granted by the Nova Scotia Supreme Court (the "**Court**") ordered that every person shall grant the Monitor "immediate and continued access to the Property and information and documentation related thereto." We note that you have continued not to provide Ernst & Young Inc., in its capacity as Monitor of the Applicants (the "**Monitor**") with (a) your alleged agreement between WB21 Pte. Ltd. ("**WB21 Singapore**") and 0984750 B.C. Ltd. ("**Quadriga**"); (b) account statements in respect of Quadriga's account with WB21 Singapore and/or Black Banx Inc. ("**WB21 Canada**"); (c) the relationship between WB21 Singapore and WB21 Canada.

We will be seeking further orders of the Court directing WB21 Singapore and WB21 Canada to immediately deliver all property of the Applicants that they are holding to the Monitor and all information and documentation related thereto, including account statements in respect of Quadriga's account and details regarding any disbursements made from such account.

In the interim please ensure you take all reasonable steps to preserve all documents in the possession of WB21 Singapore, WB21 Canada and their affiliates, directors and officers which may be potentially relevant to this matter. Please ensure that all such documents are not modified and remain accessible. In particular, please ensure documents are not destroyed as part of any routine or automated document destruction process.

We will serve you with copies of our motion materials seeking such orders.

Yours truly,



Elizabeth Pillon
EP/

cc: G. Kinsman and S. Hamilton, Ernst & Young Inc.
L. Nicholson, Stikeman Elliott LLP

Appendix “P” – Corporate profile report for BillerFY

[Attached]



Jobs

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Business

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Federal Corporation Information

Federal Corporation Information - 959987-8

[Glossary of Terms used on this page](#)

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number 959987-8

Business Number (BN) 786576322RC0001

Corporate Name BILLERFY LABS INC.

Status Active

Governing Legislation *Canada Business Corporations Act - 2016-01-27*

Registered Office Address

70 Forest Manor Road
Unit # 202
Toronto ON M2J 0A9
Canada

Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 10

Jose E. Reyes
70 Forest Manor Road
Unit # 202
Toronto ON M2J 0A9
Canada

Note

Active CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)	01-27
Date of Last Annual Meeting	2018-03-05
Annual Filing Period (MM-DD)	01-27 to 03-27
Type of Corporation	Non-distributing corporation with 50 or fewer shareholders
Status of Annual Filings	2019 - Due to be filed 2018 - Filed 2017 - Filed

Corporate History

Corporate Name History

2016-01-27 to Present	BILLERFY LABS INC.
-----------------------	--------------------

Certificates and Filings

Certificate of Incorporation	2016-01-27
-------------------------------------	------------

Start New Search

Date Modified: 2019-01-16

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Public service and military

News

Treaties, laws and regulations

Government-wide reporting

Prime Minister

How government works

Open government

**Appendix “Q” – Payment Services and Custody of Funds Agreement
between Quadriga and BillerFY**

[Attached]

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
223-2055 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-
65 Shuter St, Toronto, ON M5B 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

- (A) 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.

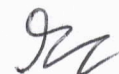
WHEREBY IT IS AGREED as follows:

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:
- | | |
|---------------------|---|
| "Authorised 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



of this Agreement

- 2.3 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, RBC 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.
- 2.4 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

- 3.1 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 given instructions and so act on behalf of the Client as aforesaid until the Custodian receives written notice from the Client to the contrary.
- 3.2 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.
- 3.3 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.

- 3.4 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

- 5.4 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

de

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.

8.2 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;

- (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

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 of 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.

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.

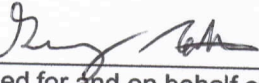
19. Governing Law

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 
duly authorised for and on behalf of the Client in the
presence of:

) Gerald Cotten
) Name
)
) CEO
) Title

Witness

)
)
)

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

)
)
)

Name

)
)

Title

Witness

)
)
)

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	Fee (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

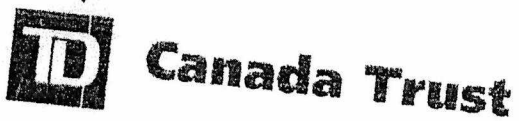
	- To cover legal and financial risk. - No payout transactions until the required Floating Reserve has been met.
Monthly maintenance and support fee	\$ 500.00 per month
EFT Item Origination - Pre-Authorized Debit and IOP-Customer Wire - Collections	1.5 percent on top of per transaction amount. - \$ 50,000 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.	1.5 percent on top of per transaction amount - \$ 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 (IPO)	One-time setup, monthly and per transaction fees
Setup Fee	\$ 150.00 one-time fee
Monthly Fee	\$ 25.00 monthly
Bank Deposits	\$ 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: - 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 A I M 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

Appendix “R” – Affected Users receipts showing deposits being made with ePAD

[Attached]



Branch: 1340 DUNDAS & JARROW
1540 DUNDAS ST E
MISSISSAUGA, ON

Date: Jan 25, 2019, 06:24 PM

From: [REDACTED]
Debit Memo Transfer

10,001.00

To: [REDACTED]
Credit Transfer
EPAD

10,001.00

Banking can be this comfortable



Branch: 1340 DUNDAS & JARROW
1540 DUNDAS ST E
MISSISSAUGA, ON

Date: Jan 25, 2019, 06:24 PM

From: [REDACTED]
Debit Memo Transfer

10,001.00

To: [REDACTED]
Credit Transfer
EPAD

10,001.00

Banking can be this comfortable

ROYAL BANK OF CANADA
TOR ON-PRIV BKG TORONTO

ROYAL FUNDS TRANSFER
2018 DEC 18

Branch Ref No...	03426-18352-199961	Value Date.....	2018 DEC 18
ICN.....	From	Send Ref....	
Payment Amount.....\$	39,999.00 CAD	Charges For... Sender	
Client Rate.....	1.00000000	Serial No.....	
Conversion Amount.....\$			
Wire Payment Fee Sep Dr \$	45.00 CAD		
Not Present Fee.....\$	0.00 CAD		
IBAN Fee.....\$	0.00 CAD		
Total Fees.....\$	45.00 CAD		
Client Pays (Princ).....\$	39,999.00 CAD		
Sender Pays (Fees).....\$	45.00 CAD		

Ordering Customer:

Remittance Information:

Debit Branch Name (Princ)...

Account

Debit Branch Name (Fees)...

Intermediary Institution:

Account With Institution:

(00004 03072)
THE TORONTO-DOMINION BANK
NEWMARKET
130 DAVIS DRIVE
NEWMARKET

ON CA

Beneficiary Account: 030725247209

Beneficiary Customer:

Sender To Receiver Information:

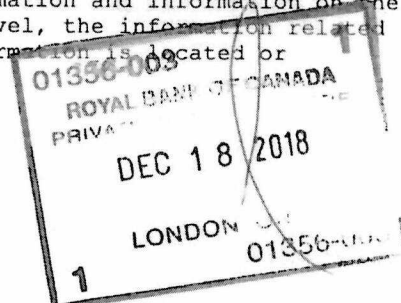
EPAD REGISTRY INC.
8133 WARDEN AVENUE, FLOOR 602
UNIONVILLE ON CANADA

Instruction Code:

Additional charges may be deducted from the payment amount by the receiving bank and/or its intermediaries ("Receiving Bank"). If this payment cannot be completed for any reasons beyond the control of Royal Bank of Canada ("RBC") you may ask RBC for a refund and RBC shall make best efforts to secure a refund from Receiving Bank and return those amounts to you. If conversion of funds is requested, the rate of exchange will be RBC's rate established at the time the refund is converted. If you need to make an inquiry regarding this payment or if you ask that RBC attempt to amend or cancel this payment, additional charges will apply (except in cases where an error has been established on the part of RBC or the Receiving Bank). RBC may, in its discretion and without notice to you, delay in making the payment or decide not proceed with the payment, in which case RBC shall refund of the payment amount and any applicable fees.

RBC will not be responsible for any loss or damage suffered by you except where there has been negligence on the part of RBC, and in any such case RBC will not be liable for any indirect, consequential or exemplary damages (including but not limited to loss of profits), regardless of the cause of action. In making the payment, your personal or business information and information on the recipient, may be revealed to third parties. Since the payment will travel, the information related to it will be subject to the laws of the jurisdiction in which the information is located or processed at that time.

SIGNATURE(S): _____



December 18, 2018



As per your request, this letter serves to confirm that the following electronic funds transfer was debited from your no fee [REDACTED] on December 14, 2018. The details are as follows:

Amount: \$40,007.50

Beneficiary Name: EPAD Registry Inc

Beneficiary account number: 030725247209

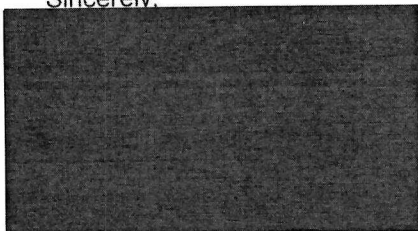
Destination Bank: The Toronto Dominion Bank, transit #03072, FI #004

We note that the terms and conditions to which you agreed prior to Simplii Financial agreeing to make this wire transfer on your behalf are contained both in the "Legal Conditions" brochure provided to you when you opened your Simplii Financial account and online by selecting "Legal and Privacy" at simplii.com. We further note that while we are confirming that the funds for the wire were debited from your account as noted above, as the funds are being remitted to a corresponding bank, we cannot guarantee the arrival of the funds. The terms and conditions provide that in the event that we are unable to carry out your instructions within a reasonable time, we will refund to the amount you have prepaid, less any fees, charges or other unpaid amount, but only if and to the extent that we have in the meantime been reimbursed by any correspondent for funds forwarded by us.

We trust this information is satisfactory.

Should you require additional information, please call us[†] at [REDACTED]. A Personal Banking Representative will be happy to assist you.

Sincerely,



Simplii Financial™

We expressly disclaim any liability to you and any third parties due to our providing the above information, including if there are any errors in the information.

Appendix “S” – Correspondence from the Monitor to BillerFY and ePAD

[Attached]



Dieppe
11 Englehart Street
Dieppe, NB E1A 7Y7
Tel: +1 506 853 3097
Fax: +1 506 859 7190

Fredericton
527 Queen Street
Suite 110
Fredericton, NB E3B 3T2
Tel: +1 506 455 8181
Fax: +1 506 455 8141

Halifax
RBC Waterside Centre
1871 Hollis Street
Suite 500
Halifax, NS B3J 0C3
Tel: +1 902 420 1080
Fax: +1 902 420 0503

Saint John
Red Rose Tea Building
5th floor
12 Smythe Street
Saint John, NB E2L 5G5
Tel: +1 506 634 7000
Fax: +1 506 634 2129

St. John's
Fortis Place
5 Springdale Street
Suite 800
St. John's, NL A1E 0E4
Tel: +1 709 726 2840
Fax: +1 709 726 0345

Ernst & Young Inc.
Atlantic Canada
ey.com

February 6, 2019

By E-mail jose.reyes@costodian.com

Billerfly Labs Inc.
Attention: Mr. Jose Reyes
70 Forest Manor Road, Unit #202, Toronto, ON M2J 0A9

Dear Mr. Reyes:

Re: Funds of QuadrigaCX held by Billerfly Labs Inc. ("Billerfly" or "you")

As you many know, Ernst & Young Inc. was appointed as Court-appointed Monitor (the "**Monitor**") of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. d/b/a Quadriga CX and Quadriga Coin Exchange (collectively, the "**Applicants**") pursuant to the Initial Order dated February 5, 2019 (the "**Initial Order**") of Justice Wood of the Supreme Court of Nova Scotia (the "**Court**"). A copy of the Initial Order is attached as Schedule "A" of this letter. Capitalized terms not otherwise defined in this letter have the meaning ascribed to them in the Initial Order.

We understand from the Applicants that Billerfly acts as a third party payment processor on behalf of the Applicants. We further understand from the Applicants that Billerfly is currently holding cash or cash equivalents on behalf of the Applicants (the "**Funds**") that constitutes Property under the Initial Order. Paragraph 27(b) and 28 of the Initial Order provide:

27. ... the Monitor shall be empowered on behalf of the Applicants to take any and all steps... to take possession of the following Property of the Applicants:

...

- (b) the proceeds held in any bank account maintained by or financial instrumented issued in the name of, or standing to the credit of, any third [sic] payment providers, including the Third Party Payment Providers, held on behalf of the Applicants...

28. Any person in possession of any of the Property wherever situate, including any Third Party Payment Provider, shall forthwith advise the Applicants and the Monitor of the existence of any Property in such person's possession or control, shall grant immediate and continued access to the Property and information and documentation related thereto to the Applicants and the Monitor.

Pursuant to these paragraphs of the Initial Order, the Monitor hereby requests that:

1. You immediately deliver all Funds or other Property of the Applicants in your possession or in the possession of any affiliated person or entity directly to the Monitor by wiring such Funds to the account listed on Schedule "B" to this letter. If you hold any Property other than Funds we will make alternative arrangements with you to take possession of the Property; and

2. You subsequently deliver all information and documentation related to any accounts under which you hold Funds or other Property on behalf of the Applicants, including all account statements, deposit and withdraw transaction information, the identities of persons or entities depositing such Funds or other Property into the account, the identities of persons or entities receiving withdraws and/or transfers of such Funds or other Property from the account, know-your-client information collected in respect of the Applicants, and any documentation in respect of the foregoing (collectively, the **"Requested Information"**).

If you do not believe you are holding any Funds or other Property of the Applicants, the Monitor maintains its request for the Requested Information related to any accounts under which you held Funds and other Property of the Applicants at any time in the past. Additionally, if you have an objection to delivering any Funds or other Property of the Applicants or the Requested Information we request that you provide reasons for any such refusal within five (5) business days of this letter. The Monitor reserves its rights to seek further relief from the Court if it determines or believes that you or any affiliated person or entity are holding Funds, other Property or Requested Information or you refuse to deliver any Funds, other Property or Requested Information in your possession or the possession of any affiliated person or entity to the Monitor.

If you have any questions in respect of the above, please feel free to contact me.

ERNST & YOUNG INC.

acting in its capacity as the Court-appointed monitor
of Quadriga Fintech Solutions Corp; Whiteside
Capital Corporation and 0984750 B.C. Ltd.



George Kinsman, CPA, CA, CIRP, LIT

Senior Vice President

cc. E. Pillon, Stikeman Elliott LLP
M. Chiasson, Stewart McKelvey



Dieppe
11 Englehart Street
Dieppe, NB E1A 7Y7
Tel: +1 506 853 3097
Fax: +1 506 859 7190

Fredericton
527 Queen Street
Suite 110
Fredericton, NB E3B 3T2
Tel: +1 506 455 8181
Fax: +1 506 455 8141

Halifax
RBC Waterside Centre
1871 Hollis Street
Suite 500
Halifax, NS B3J 0C3
Tel: +1 902 420 1080
Fax: +1 902 420 0503

Saint John
Red Rose Tea Building
5th floor
12 Smythe Street
Saint John, NB E2L 5G5
Tel: +1 506 634 7000
Fax: +1 506 634 2129

St. John's
Fortis Place
5 Springdale Street
Suite 800
St. John's, NL A1E 0E4
Tel: +1 709 726 2840
Fax: +1 709 726 0345

Ernst & Young Inc.
Atlantic Canada
ey.com

March 9, 2019

By E-mail: pcarey@loonix.com

Loopstra Nixon LLP
Woodbine Place
135 Queens Plate Drive, Suite 600
Toronto, ON M9W 6V7

Attention: Peter Carey

Re: In the matter of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. ("Quadriga") dba Quadriga CX and Quadriga Coin Exchange (collectively, the "Applicants") under the Companies' Creditors Arrangement Act (the "CCAA")

We are writing to follow up on our letter to Mr. Jose Reyes dated February 6, 2019, a copy of which is attached, where we requested delivery of the Requested Information (as defined in our letter dated February 6, 2019) pursuant to paragraph 28 of the Initial Order of the Nova Scotia Supreme Court. The Monitor requires the Requested Information as part of its ongoing investigation of the Applicants' business, affairs and assets.

In particular, we understand BillerFly Labs Inc. ("**BillerFly**") held an account with the Royal Bank of Canada that disbursed significant funds on behalf of Quadriga and also received significant funds on behalf of Quadriga from Costodian Inc. and/or Quadriga customers (the "**RBC Account**"). As part of the Requested Information, we require account statements, transaction information and an accounting in respect of the RBC Account. Kindly confirm when we can expect to receive the Requested Information.

If you have any questions in respect of the above, please feel free to contact me.

Yours truly,

ERNST & YOUNG INC.

in its capacity as Court-appointed Monitor
in the matter of the proposed compromise and
arrangement of Quadriga Fintech Solutions Corp.,
Whiteside Capital Corporation and 0984750 B.C. Ltd.

Per:

George Kinsman CPA, CA, CIRP, LIT

cc. E. Pillon and L. Nicholson, Stikeman Elliott LLP
Peter Wedlake, Grant Thornton LLP
Maurice Chiasson, Stewart McKelvey

Stikeman Elliott

Stikeman Elliott LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, ON Canada M5L 1B9

Main: 416 869 5500
Fax: 416 947 0866
www.stikeman.com

Elizabeth Pillon
Direct: 416 869 5623
Email: LPillon@stikeman.com

March 21, 2019

By E-mail

Loopstra Nixon LLP
Woodbine Place
135 Queens Plate Drive
Suite 600
Toronto, ON M9W 6V7

Attention: Peter Carey

Dear Mr. Carey:

Re: In the matter of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. ("Quadriga") dba Quadriga CX and Quadriga Coin Exchange (collectively, the "Applicants") under the Companies' Creditors Arrangement Act (the "CCAA")

We refer to the letters to Billerfy Labs Inc. ("**Billerfy**") dated February 6, 2019 and March 9, 2019 from Mr. Kinsman of Ernst & Young Inc., in its capacity as Monitor of the Applicants (the "**Monitor**"). The Monitor has repeatedly requested that Billerfy provide the Monitor with the Requested Information (as defined in our letter dated February 6, 2019) and delivery of any property of the Applicants in the possession of Billerfy or its affiliates. To date we have not received a response to our requests and Billerfy has not provided any of the Requested Information.

It has also recently come to our attention that ePADregistry Inc. ("**ePAD**"), a company of which Mr. Jose Reyes is the sole director, acted as a payment processor for the Applicants. We find it surprising that Mr. Reyes did not make the Monitor aware of that fact given our correspondence on other issues in these proceedings and the Initial Order of the Nova Scotia Supreme Court (the "**Court**") directing "[a]ny person in possession of any the Property wherever situate, including any Third Party Payment Provider, shall forthwith advise... the Monitor of the existence of the Property." We hereby request that ePAD forthwith deliver to the Monitor any Funds or Property of the Applicants in the possession of ePAD and the Requested Information in respect of such Funds or Property or any Funds or Property it previously held for the Applicants (as each of those terms are defined in our letter dated February 6, 2019).

We will be seeking further orders of the Court directing Billerfy and ePAD to immediately deliver all property of the Applicants that they are holding to the Monitor and all information and documentation related thereto, including account statements in respect of Quadriga's accounts with Billerfy and ePAD and details regarding any disbursements made from such account.

In the interim please ensure you take all reasonable steps to preserve all documents in the possession of Billerfy, ePAD and their affiliates, directors and officers which may be potentially relevant to this matter. Please ensure that all such documents are not modified and remain accessible. In particular, please ensure documents are not destroyed as part of any routine or automated document destruction process.

We will serve you with copies of our motion materials seeking such orders.

Yours truly,

A handwritten signature in black ink, appearing to be 'EP' with a stylized flourish.

Elizabeth Pilon
EP/

cc: G. Kinsman and S. Hamilton, Ernst & Young Inc.
L. Nicholson, Stikeman Elliott LLP

Appendix “T” – Correspondence between the Monitor and POSConnect

[Attached]



Dieppe
11 Englehart Street
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Tel: +1 506 853 3097
Fax: +1 506 859 7190

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Fax: +1 506 455 8141

Halifax
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Fax: +1 902 420 0503

Saint John
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Tel: +1 506 634 7000
Fax: +1 506 634 2129

St. John's
Fortis Place
5 Springdale Street
Suite 800
St. John's, NL A1E 0E4
Tel: +1 709 726 2840
Fax: +1 709 726 0345

Ernst & Young Inc.
Atlantic Canada
ey.com

February 6, 2019

By E-mail jmurray@POSconnect.com

POSConnect
Attention: Mr. Jeremy Murray
648 Ossington Ave., Toronto, ON M6G 3T7

Dear Mr. Murray:

Re: Funds of QuadrigaCX held by POSConnect (“POSConnect” or “you”)

As you many know, Ernst & Young Inc. was appointed as Court-appointed Monitor (the “**Monitor**”) of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. d/b/a Quadriga CX and Quadriga Coin Exchange (collectively, the “**Applicants**”) pursuant to the Initial Order dated February 5, 2019 (the “**Initial Order**”) of Justice Wood of the Supreme Court of Nova Scotia (the “**Court**”). A copy of the Initial Order is attached as Schedule “A” of this letter. Capitalized terms not otherwise defined in this letter have the meaning ascribed to them in the Initial Order.

We understand from the Applicants that POSConnect acts as a third party payment processor on behalf of the Applicants. We further understand from the Applicants that POSConnect is currently holding cash or cash equivalents on behalf of the Applicants (the “**Funds**”) that constitutes Property under the Initial Order. Paragraph 27(b) and 28 of the Initial Order provide:

27. ... the Monitor shall be empowered on behalf of the Applicants to take any and all steps... to take possession of the following Property of the Applicants:

...

- (b) the proceeds held in any bank account maintained by or financial instrumented issued in the name of, or standing to the credit of, any third [sic] payment providers, including the Third Party Payment Providers, held on behalf of the Applicants...

28. Any person in possession of any of the Property wherever situate, including any Third Party Payment Provider, shall forthwith advise the Applicants and the Monitor of the existence of any Property in such person's possession or control, shall grant immediate and continued access to the Property and information and documentation related thereto to the Applicants and the Monitor.

Pursuant to these paragraphs of the Initial Order, the Monitor hereby requests that:

1. You immediately deliver all Funds or other Property of the Applicants in your possession or in the possession of any affiliated person or entity directly to the Monitor by wiring such Funds to the account listed on Schedule “B” to this letter. If you hold any Property other than Funds we will make alternative arrangements with you to take possession of the Property; and

2. You subsequently deliver all information and documentation related to any accounts under which you hold Funds or other Property on behalf of the Applicants, including all account statements, deposit and withdraw transaction information, the identities of persons or entities depositing such Funds or other Property into the account, the identities of persons or entities receiving withdraws and/or transfers of such Funds or other Property from the account, know-your-client information collected in respect of the Applicants, and any documentation in respect of the foregoing (collectively, the **"Requested Information"**).

If you do not believe you are holding any Funds or other Property of the Applicants, the Monitor maintains its request for the Requested Information related to any accounts under which you held Funds and other Property of the Applicants at any time in the past. Additionally, if you have an objection to delivering any Funds or other Property of the Applicants or the Requested Information we request that you provide reasons for any such refusal within five (5) business days of this letter. The Monitor reserves its rights to seek further relief from the Court if it determines or believes that you or any affiliated person or entity are holding Funds, other Property or Requested Information or you refuse to deliver any Funds, other Property or Requested Information in your possession or the possession of any affiliated person or entity to the Monitor.

If you have any questions in respect of the above, please feel free to contact me.

ERNST & YOUNG INC.

acting in its capacity as the Court-appointed monitor
of Quadriga Fintech Solutions Corp; Whiteside
Capital Corporation and 0984750 B.C. Ltd.



George Kinsman, CPA, CA, CIRP, LIT

Senior Vice President

cc. E. Pilon, Stikeman Elliott LLP
M. Chiasson, Stewart McKelvey



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Fax: +1 506 634 2129

St. John's
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Tel: +1 709 726 2840
Fax: +1 709 726 0345

Ernst & Young Inc.
Atlantic Canada
ey.com

March 9, 2019

By E-mail jmurray@POSconnect.com

POSConnect Inc.
648 Ossington Ave
Toronto, ON M6G 3T7

Attention: Jeremy Murray

Re: In the matter of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. ("Quadriga") dba Quadriga CX and Quadriga Coin Exchange (collectively, the "Applicants") under the *Companies' Creditors Arrangement Act* (the "CCAA")

We are writing to follow up on our letter to you dated February 6, 2019, a copy of which is attached, where we requested delivery of all Property of the Applicants that you hold to be delivered to the Monitor and delivery of the Requested Information (as defined in our letter dated February 6, 2019) pursuant to paragraph 28 of the Initial Order (the "**Initial Order**") of the Nova Scotia Supreme Court (the "**Court**"). To date we have not received a response to our requests contained in the letter.

The Court has directed that you provide the Monitor with immediate access to any Property of the Applicants and information and documentation related thereto. If you do not respond to our requests in a timely manner we will seek further relief from the Court to enforce the Initial Order and recover Property and the Requested Information from you. We will serve you with motion materials in connection with any further relief sought.

We hope that it will not be necessary to involve the Court further and we remain available to discuss if you have any questions regarding the requests in our letter dated February 6, 2019.

Yours truly,

ERNST & YOUNG INC.

in its capacity as Court-appointed Monitor
in the matter of the proposed compromise and
arrangement of Quadriga Fintech Solutions Corp.,
Whiteside Capital Corporation and 0984750 B.C. Ltd.

Per:

George Kinsman CPA, CA, CIRP, LIT

cc. E. Pillon and L. Nicholson, Stikeman Elliott LLP
Peter Wedlake, Grant Thornton LLP
Maurice Chiasson, Stewart McKelvey

FRED TAYAR & ASSOCIATES

PROFESSIONAL CORPORATION
BARRISTERS & SOLICITORS

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fred@fredtayar.com

FILE NO. 19-3010
WRITER'S EXTENSION: 200

March 12, 2019

VIA EMAIL

Mr. George Kinsman
Senior Vice President
Ernst & Young Inc.
1871 Hollis Street
Halifax, Nova Scotia, B3J 0C3

Dear Mr. Kinsman:

Re: POSConnect Inc. ("POSConnect") and QuadrigaCX

We acknowledge receipt of your letter of March 9, 2019 and its February 6 attachment, addressed to Jeremy Murray, an employee of our client POSConnect.

There are no "Funds" as you have defined that term in your February 6 letter which are held by POSConnect. POSConnect has a binding enforceable agreement between it and QuadrigaCX which gives the latter contractual rights to payments from POSConnect Inc.

Those payments are subject to the terms of the written agreement between the parties dated May 2, 2017, as amended by a written addendum effective from November 20, 2018.

Under the terms of the addendum, customers of QuadrigaCX are at liberty to register "a dispute with their bank, [in which case POSConnect Inc.] will require [QuadrigaCX] to attempt to recover the funds as quickly and fully as possible".

Under the May 2, 2017 agreement, POSConnect Inc. is indemnified by QuadrigaCX against "any liabilities, losses, damages, costs and expenses (including but not limited to legal fees) incurred by [POSConnect Inc.] arising out of any action taken or omitted to be taken ..."

Under paragraph 11.4, there is no obligation upon our client to deliver or transfer any monies to QuadrigaCX "until payment of all amounts owed to [our client] ... have been made". See also paragraphs 4.1 and 9.6.

Consequently, until the rights of customers to register disputes with their bank have been determined,

and until all fees payable to our clients have been quantified and deducted from what is due to QuadrigaCX, POSConnect is not in a position to remit anything to you. Such disputes occurred with QuadrigaCX's customers on a regular and frequent basis.

In your February 6 letter, you quote paragraphs 27 and 28 of the February 5, 2019 Order.

We note that the Order contains the following provisions:

"4. The Applicants shall remain in possession and control of their current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their respective businesses (the "**Business**") and Property. The Applicants shall be authorized and empowered to continue to retain and employ consultants, agents, experts, accountants, counsel, and such other persons (collectively "**Assistants**") and the employees and contractors currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

...

5. The Applicants may pay the following expenses whether incurred prior to or after this Order:

- (a) all current and future fees, wages, salaries, employee and pension benefits, vacation pay, and expenses payable to employees, independent contractors and consultants who continue to provide service on or after the date of this Order ("**Active Employees**"), in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

...

6. Except as otherwise provided to the contrary herein, the Applicants may pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

...

- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

...

20. Except as set out in paragraph 22 or in paragraph 25, the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or

supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business of Property, or any part thereof.”

Subject to the quantification of the customer disputes, our client will endeavour to calculate the net claim that QuadrigaCX has under its agreement and will contact you once that claim is ascertained.

Yours very truly,

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

Per:



Fred Tayar
/mp

FRED TAYAR & ASSOCIATES

PROFESSIONAL CORPORATION
BARRISTERS & SOLICITORS

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FILE NO. 19-3010
WRITER'S EXTENSION: 200

March 20, 2019

VIA EMAIL

Ms. Elizabeth Pillon

Stikeman Elliott
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Dear Ms. Pillon:

Re: POSconnect Inc. and QuadrigaCX

I am writing to you in response to your email of last Friday, March 15, 2019.

As reflected in the CCAA Order, Quadriga was authorized to and continued to operate in the ordinary course of business after the Order was made. There is a POSconnect website that Quadriga is able to enter and view its accounts with my client. I will find out precisely when that logging in to the account activity ceased. I suggest that you contact the company, or that your client, the Monitor do so, to ascertain who was viewing the account after the Order was made.

POSconnect does not provide "banking" services for Quadriga. Consequently, my client does not have any bank account or any similar account held for the benefit of Quadriga. POSconnect does not accept "funds" from Quadriga and has never done so. POSconnect receives money electronically from clients of Quadriga in the form of *Interac* Online (eCommerce) or Canada Post (in-person) payments. POSconnect then fulfills the terms of the contract in accordance with its terms. To that end, I enclose herewith the contract between Quadriga and POSconnect, together with an Amending Agreement. To be clear, there are no "bank statements related to processing for Quadriga". Payments that come in to my client from *Interac* Online transactions on behalf of all POSconnect clients are reflected in a single line item. The same is true for incoming payments from Canada Post. Payments sent out by POSconnect on behalf of its customers also appear on a single line in the bank statement because they are sent to the bank as one bulk file.

I understand that the approximate amount that will be owed to Quadriga under the contract is \$300,000.

Under the terms of the contract with Quadriga, there is a hold period, the last of which will expire on April 28, 2019. The balance then owed, which is approximated above, will then be remitted to Quadriga. If the company or the Monitor have a preference as to where that money ought to be sent, please let me know.

In one of your recent emails you asked for a copy of the contract between Quadriga and POSconnect. I am attaching that with the Amending Agreement for your benefit. Is your question indicative of the fact that Quadriga did not turn over to the Monitor a copy of its contract with POSconnect, in the face of the Court Order? If so, the company which sought and obtained relief from the Court, has not bothered to comply with that Court Order. If I am correct, I trust that the Monitor will so apprise the Court.

Yours very truly,

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

Per:



Fred Tayar
/mp

Encl.

cc: Client

Elizabeth Pillon
Direct: 416 869 5623
Email: lpillon@stikeman.com

March 27, 2019
File No.: 121128.1016

By E-mail

Fred Tayar & Associates
65 Queen Street W, Suite 1200
Toronto, ON M5H 2M5

Attention: Fred Tayar

Dear Fred:

Re: **In the matter of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. ("Quadriga") dba Quadriga CX and Quadriga Coin Exchange (collectively, the "Applicants") under the Companies' Creditors Arrangement Act (the "CCAA")**

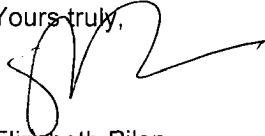
We are in receipt of your letter dated March 20, 2019. Thank you for providing us with the Custody of Funds and Payment Services Agreement dated May 2, 2017 between POSConnect Inc. ("POSConnect") and Quadriga (the "**Agreement**").

Please provide the login credentials for the POSConnect website as soon as possible. As set out in our latest two letters, in addition to login credentials to the POSConnect website, we require accounts statements for the funds that POSConnect held on behalf of Quadriga, including a listing of all receipts and disbursements of Quadriga funds (whether reflected as single line items or otherwise). These statements should be supported by bank statements of the accounts in which POSConnect held funds on behalf of Quadriga. As set out in the Agreement, POSConnect should have maintained "an escrow account(s) for the deposit and receipt of Fund [sic]..." which was to be maintained at a "depository or clearance system." POSConnect was also obligated to "hold the Custody Assets in segregated accounts in its books... and to record the amounts and locations thereof" and provide Quadriga or its authorized agent with "with reports, transaction advice and/or statements of accounts relating to the Custody Assets..." Given the terms of the Agreement, we expect the requested information to be readily available and in any event, the Monitor requested this information on February 6, 2019 and the request has been outstanding for over 45 days.

We disagree that POSConnect may continue to hold Quadriga funds until April 28, 2019. The Monitor was tasked in these CCAA proceedings with investigating the business and affairs of the Applicants and together with the Applicants, recovering funds for the benefit of the Applicants' stakeholders. Any funds that POSConnect is holding on behalf of Quadriga should be immediately delivered to the Monitor for the benefit of the Applicants' stakeholders. The Agreement provides that the funds that POSConnect is holding shall be distributed in accordance with instructions provided by Quadriga. The Monitor originally requested delivery of any funds that POSConnect was holding on February 6, 2019. Counsel to Quadriga was copied on that request and the Monitor was acting with the company with respect to that that request. To date your client has not cooperated with those instructions by delivering the funds to the Monitor. As noted above, the request has now been outstanding for over 45 days and we cannot find any hold period under the Agreement which extends beyond that timeframe.

We are preparing motion materials to request an order from the Nova Scotia Supreme Court requiring delivery of the information requested by the Monitor and return of the Quadriga property that POSConnect continues to hold. We will serve you with those motion materials when available. If you are agreeable to delivering the requested information and returning Quadriga property immediately, we will remove POSConnect from our requested relief prior to the hearing.

Yours truly,

A handwritten signature in black ink, appearing to be 'EP', written over the words 'Yours truly,'.

Elizabeth Pilon
EP/

cc: P. Wedlake, CRO Quadriga
G. Kinsman and S. Hamilton, Ernst & Young Inc.
L. Nicholson, Stikeman Elliott LLP

FRED TAYAR & ASSOCIATES

PROFESSIONAL CORPORATION
BARRISTERS & SOLICITORS

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FILE NO. 19-3010
WRITER'S EXTENSION: 200

March 29, 2019

VIA EMAIL

Ms. Elizabeth Pillon

Stikeman Elliott
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Dear Ms. Pillon:

Re: POSconnect Inc. and QuadrigaCX

I acknowledge with thanks your letter of March 27, 2019.

In your letter, you suggest that the Monitor was “acting with the company with respect to that [sic] request”. You should know, firstly, that my client was not made aware of the CCAA Order of February 5 until the Monitor sent it a copy on March 12, 2019. Secondly, the correspondence received both from you and from your client clearly states that Ernst & Young Inc. is the Monitor of Quadriga, and that Stikeman Elliott is counsel to the Monitor, rather than counsel to the company.

Our client cannot simply “provide the login credentials for the POSconnect website”. Our client has very strict anti-money laundering legislation with which it must comply, and cannot allow unknown persons access to its website. Compliance necessitates that your client nominate one individual (perhaps an Ernst & Young partner to whom you report) for access. That individual would then have to be cleared by my client through a series of anti-money-laundering searches. The clearance will take a day or two, once we have the name of the nominated individual. If cleared, that individual (and no one else) would be authorized for, and given the means to, access the website. Please see the attached application form for the nominated individual to fill out. Consent of Quadriga to the nominee having access will be required.

Reports and some transaction information concerning Quadriga are accessible on the website. However, you appear to be requesting a list of *all* transactions conducted by Quadriga through POSconnect. I am advised that this comes to perhaps 500,000 transactions, recorded on two distinct

systems. No such global list exists, or could be easily prepared. No customer of POSconnect has ever made such a request. The staff time required to assemble such a list would be substantial, as would the cost associated with that assembly. Please advise as to whether your client will undertake to pay those costs.

As I indicated in my March 20 letter, there is no bank account designated for Quadriga.

The company remains, under the terms of that Order, in possession of its assets and entitled to operate its business. However, in your March 27th letter, you intimate that the company would like to wind-down or terminate its relationship with POSconnect. (I note that your request for access to the website is inconsistent with a desire to terminate the relationship.) If Quadriga (not the Monitor) would like to terminate the POSconnect contract pursuant to its terms, we ask that the company so advise us in writing. Please ensure that Quadriga, not its Monitor or anyone else, provides that notice of termination, if and when it wishes to terminate the contract. I trust that if the company elects to terminate the contract, the clearance of a new individual for access to the website will be unnecessary.

Yours very truly,

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

Per:

Fred Tayar
/mp

Encl.

cc: Client





April 1, 2019

Fred Tayar & Associates
65 Queen Street W.
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Toronto, ON M5H 2M5

Grant Thornton Limited
6940 Mumford Road
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Halifax, Nova Scotia
B3L 0B7

T (902) 453-6600
F (902) 453-9257
www.GTDebtSolutions.com

Attention: Fred Tayar

Re: In the matter of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. ("Quadriga") dba Quadriga CX and Quadriga Coin Exchange (collectively, the "Applicants") under the Companies' Creditors Arrangement Act (the "CCAA")

Mr. Tayar:

In the matter of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. ("Quadriga") dba Quadriga CX and Quadriga Coin Exchange (collectively, the "Applicants") under the Companies' Creditors Arrangement Act (the "CCAA")

I am the Court appointed Chief Restructuring Officer of the Applicants. A copy of my appointment is attached. The Court appointed Monitor has provided me with a copy of the correspondence between POS Connect/yourself and the Monitor and its counsel, including the initial correspondence with your client on February 6, 2019 where it was advised of the CCAA Proceedings which had been commenced the previous day.

To avoid any further delay in respect of your and your client's questions regarding the ability of the Court appointed Monitor to seek the information that it has requested from your client, I on behalf of the Quadriga Applicants confirm:

- a) the Monitor and its counsel Stikeman Elliott are authorized to communicate with POS Connect and its counsel on behalf of the Quadriga Applicants for the purposes of the CCAA Proceedings generally and more particularly in seeking data and asset recovery from your client;
- b) George Kinsman of EY will be the individual authorized to have access on behalf of the Quadriga Applicants. Please see attached completed Authorized Persons Form, for your records. Please provide Mr. Kinsman the login credential asap.

If you require any additional information in order to permit the Monitor or its counsel to speak with you or your client, I ask that you confirm immediately.

At this point in time, I would suggest we start by providing Mr. Kinsman with access to the online information that you indicated POS has available and statements for the final periods December 2018 to date relating to all accounts utilized by POS on behalf of Quadriga Applicants. We also require the immediate return of all balances remaining on behalf of Quadriga. As you know the Quadriga Platform has not been operational since January and as such there should not be any recent transactions through POS. The balances should be returned at this time.

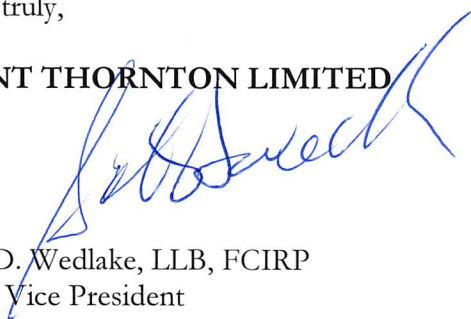
We note your request for compensation in respect of providing reporting information, however this appears inconsistent with the terms of the service agreement which provides for POS to provide reporting information as may be required. In any event, we can address this issue once we determine if the online access provided to Mr. Kinsman and the December 2018 to date statements requested above are sufficient to respond to initial questions.

Bank wire details for the monitor are attached.

Yours truly,

GRANT THORNTON LIMITED

Per:

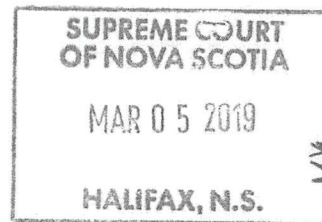


Peter D. Wedlake, LLB, FCIRP
Senior Vice President

/saw

Form 78.05

2019



Hfx No. 484742

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" and the "Applicant"), for relief under the Companies' Creditors Arrangement Act



ORDER APPOINTING A CHIEF RESTRUCTURING OFFICER

Before the Honourable Justice Michael J. Wood in Chambers

The Applicants, Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. dba Quadriga CX and Quadriga Coin Exchange (hereinafter collectively referred to as the "**Companies**"), have brought a motion requesting the following relief:

- (i) that Grant Thornton Limited be appointed as Chief Restructuring Officer for the Companies.

The following parties received notice of this motion:

- The Service List attached at Schedule "A" to the Notice of Motion, filed on February 25, 2019.

On motion of the Companies, the following is ordered and declared:

1. The service of the notice of motion, and the supporting documents, as set out in the affidavit of service is hereby deemed adequate notice so that the motion is properly returnable today and further service thereof is hereby dispensed with.

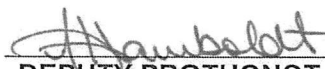
APPOINTMENT OF CHIEF RESTRUCTURING OFFICER

2. The engagement of Grant Thornton Limited as the Chief Restructuring Officer (the "**CRO**") be and is hereby authorized and approved and the Companies are authorized and directed to accept the terms set out in the letter of Mr. Peter Wedlake of Grant Thornton Limited dated February 24, 2019 and attached to the Second Affidavit of Jennifer Robertson at Exhibit "A".
3. Subject to the provisions of the CCAA, the CRO shall have full access to the Property of each of the Applicants in order to assess the Business of the Applicants and their financial affairs and shall have the following powers and duties, subject to the prior direction and authorization from the Monitor:

- (a) the power to perform or ensure that the Applicants perform the duties and obligations set out in the order issued herein on February 5, 2019 (the "**Initial Order**");
 - (b) the power to pay on behalf of the Applicants or ensure that the Monitor pays on behalf of the Applicants all expenses and expenditures provided for in the Initial Order;
 - (c) the power to represent the Applicants and each of them in negotiations with third parties, including creditors and other stakeholders of the Applicants;
 - (d) the power to negotiate and enter into agreements on behalf of the Companies, including any sales process approved by the Court and the power, in consultation with the Monitor, to negotiate and enter into agreements or arrangements to facilitate or implement same;
 - (e) the power to direct the Companies to apply to the Court for any order which may be necessary or appropriate in order to convey the property and assets of the Companies to a purchaser;
 - (f) the power to communicate with and provide information to the Monitor and other stakeholders regarding the business and affairs of the Applicants and the duty to provide information in the possession of the Applicants as may be reasonably requested by the Monitor or its counsel;
 - (g) the power to prepare the cash flow statements of the Applicants;
 - (h) in consultation with counsel, the power to direct the Companies to commence any proceeding and seek any order, or respond to any motion or application brought by any other person, in the CCAA proceedings or otherwise;
 - (i) the power to take steps to have an officer or nominee of the CRO appointed as a director of any of the Companies; and
 - (j) such powers as are incidental to and necessary for the completion of the CCAA proceedings and the sales process;
4. The CRO shall consult with the Monitor regarding all material issues relating to the business of the Companies, as defined in the Initial Order and the CRO may, if considered necessary or desirable, agree to the Monitor's performance of any of the obligations of the Applicants under the Initial Order.
5. In the course of acting as CRO, the CRO may, if considered necessary or advisable to do so, engage independent legal counsel and other advisors.
6. In addition to the rights and protections afforded to the CRO as an officer of the Court, the CRO may be appointed as an officer or director if the CRO agrees to such appointment. To the extent the CRO is found liable as a director or officer of any of the Companies, the CRO is entitled to the benefit of the Directors' Charge, as defined in the Initial Order.

7. Neither the CRO nor any officer, director, employee, or agent of the CRO shall incur any liability or obligation as a result of the fulfilment of its duties, save and except for any liability or obligation arising from the negligence or actionable misconduct of the CRO, and no action or proceedings may be commenced against the CRO its officers, directors, employees or agents relating to its appointment or its conduct as CRO, except with prior leave of this Court obtained on at least 7 days' notice to the Companies, the Monitor and the CRO and provided that any liability of the CRO hereunder shall not in any event exceed the quantum of the fees and disbursements paid to or incurred by the CRO in connection herewith, subject to further order of the Court.
8. The CRO shall be paid its fees and disbursements not less frequently than monthly or as otherwise agreed by the CRO, and is entitled to the benefit of the Administration Charge, as defined in the Initial Order, as security in respect of its fees and disbursements incurred in connection herewith.
9. Any interested party, including the Applicants, the Monitor and Representative Counsel, may apply to this Court to vary or amend this Order on such notice required under the *Civil Procedure Rules* or as this Court may order.
10. This Order is effective as at 12:01 a.m. on March 5, 2019.

Issued March 5, 2019


DEPUTY PROTHONOTARY

AMANDA HAWBOLDT
Deputy Prothonotary

**Appendix “U” – Custody of Funds and Payment Services Agreement
between Quadriga and POSConnect**

[Attached]

FINCONNECT™
Custody of Funds and Payment
Services Agreement

V.110, April 2017

Between:

0984750 BC LTD DBA

QuadrigaCX

as Client

-and-

POSCONNECT Inc.

as Custodian

THIS AGREEMENT is made the 2nd Day of May 2017 regardless of the date of signing.

BETWEEN

0984750 BC LTD DBA QuadrigaCX, a company incorporated under the laws of the country of India and having its registered office at: 223-2055 Commercial Drive, Vancouver, B.C, V5N 4B1(the "Client"). The Client is in business as a crypto-currency exchange and DLT service provider.

AND

POsconnect Inc. a company incorporated in Canada and having its registered mailing address at 648 Ossington Avenue, Toronto, ON Canada M6G 3T7 (the "Custodian").

FINconnect.online acts as the software platform and the agent with respect to the custody of funds between payees and payors, the Custodian is a Treasury, Business Deposit Service & Payment Solutions Provider. Custodian enables Clients to collect payments from payors, hold funds in an Escrow Account(s) and then make payments to third parties. Custodian also provides payment gateway and billing services. Custodian is an independent contractor for all purposes, except that Custodian acts as the Cash Management software platform working in concert with financial institutions and debit and credit card acquirers and issuers. 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

- (A) The Client wishes to appoint the Custodian to provide online payment services, custodial services, billing services and application program interfaces for money movement and day-to-day cash management. 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 Save where the context requires otherwise, the following expressions shall have the following meanings in Agreement:

"Authorised Person" has the meaning

ascribed thereto in clause 4.1;

"Escrow Account"

has the meaning ascribed thereto in clause 3.1;

"Custody Assets"

has the meaning ascribed thereto in clause 3.2;

"Instructions"

has the meaning ascribed thereto in clause 4.2;

- 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 authorizes the Custodian (and the Custodian so agrees) to establish and maintain on the terms of this Agreement an escrow account(s) for the deposit or receipt of Fund in USD (United States), GBP (British Pounds), AUD (Australia), NZD (New Zealand), HKD (Hong Kong), SGD (Singapore) and having CAD (Canada) currency as the default holding cash account (the "Escrow 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 of this Agreement

- 2.3 The Custodian is authorized 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 to BMO Bank of Montreal, RBC Royal Bank of Canada, TD Canada Trust in Canada, Scotiabank in Canada and in the United States and Globally via the Custodian's affiliates and correspondent banks). 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
- 2.4 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 3.4 hereof, provided that any such person so appointed will be an international reputable and creditworthy financial institution.
- 2.5 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
- 3.1 The Client shall provide the Custodian and 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 given instructions and so act on behalf of the

Client as aforesaid until the Custodian receives written notice from the Client to the contrary.

- 3.2 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.

- 3.3 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.
- 3.4 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 Escrow 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 Custodian for all services pursuant to this Agreement in the amounts and at the intervals set out in the attached "Schedule A - Fee Schedule", including the Custodian's out of pocket or incidental expenses (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, foreign exchange fees, tax payment fees, cash in and cash out fees using IOP/EFT/Wire, excluding cheques and cash (for greater certainty, the Custodian will not accept cash and/or cheques deposits) directly to and from accounts. The Custodian may upon 60 days' written notice adjust and readjust the amounts and/or intervals, except those fees that are adjusted automatically by system as explicitly described in "Schedule A - Custodian Fee Schedule" 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 shall have, without prejudice to any other of its rights hereunder or otherwise, full and irrevocable authority firstly to debit the Escrow Account, and to the extent of any deficiency in the Escrow Account, the Custody Account, in payment of same.
- 4.2 The Client and Custodian agree to charge fees for the subscription and usage of any prepaid cards and be paid any commissions due, if applicable.
- 4.3 Custodian shall not pay interest to the Client on amounts standing to the Escrow Account unless so mutually 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 as part of this agreement.
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 Escrow 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 and/or reserves attached to the Custody Assets of which the Custodian is or becomes aware and of any fees and expenses owing to the Custodian; and

- 5.4 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 and POSCONNECT, 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 of Custodian and, if required those of TheAMLSShop.com.
- 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 agrees to provide a copy of any relevant "Electronic Debit/Credit Agreements" with any third parties including any PAD Agreements that have 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 to Custodian.

7. Reporting and Information

Custodian shall provide the Client or its authorized agent with 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 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 its obligations appearing therein.

8. Representations and Warranties

- 8.1 The Custodian and the Client represent and warrant to each other that each party is:

- (a) (unless it is an individual in which case this sub-clause shall not apply) duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;
- (b) 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) all obligations under this Agreement (and under any other documentation as aforesaid) constitute legal, valid and binding obligations.

- 8.2 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 duties under this Agreement but shall not be responsible for any loss or damage suffered by the Client as a result of such duties unless the same results from an act of fraud, willful default or gross negligence on the part of the Custodian in which event the liability of the Custodian in connection with the Custody Assets so affected by the 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 10.1 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 Escrow Account, and to the extent of any deficiency in the Escrow 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 10.1 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;
- (b) errors in the source data submitted by Client to Custodian via email, FTP, FINconnect.online or facsimile;
- (c) cash deposits made without the authorization of Custodian or in violation of the terms of this Agreement;
- (d) 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
- (e) 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 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 are for the time being subject to any regulatory requirements (whether made by the Government of Canada or otherwise) in relation to 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 12.2
- 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 persons specified as aforesaid, until payment of all amounts owed to the Custodian hereunder have been made.
- 11.5 The Custodian shall be entitled to receive fees as provided for herein until the 30 days after the actual delivery or transfer of the Custody Assets to the persons specified as aforesaid.

12. Disclosure, Use and Sharing of Information

The Client and 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 of 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 organization (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.

The Client agrees to share KYC information with Custodian and Custodian's downstream banks and/or payment processing providers when requested by Custodian, under the terms of this agreement.

13. Successors and Assignment

This Agreement shall bind and ensure 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.

16. Entire Agreement

This Agreement, including its Schedules A, B, C, D, E, F and G constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes any and all prior oral communications and/or 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.

POSCONNECT INC.

per: _____

Name:

Title:

WITNESS: _____

COMPANY: _____

per: _____

Name:

Title:

WITNESS: _____

SCHEDULE A

This is a Schedule A to the POSconnect™ Custody of Funds and Cash Management Services Agreement (the “**Master Agreement**”). All capitalized terms not defined in this Schedule shall have the meaning given to them in the Master Agreement or in any other applicable Schedule. In addition to the terms and conditions in the Master Agreement, the Customer agrees to the following. This schedule defines the Client's allowed transactions using the Depository Bank’s designated secured system to originate, create and/or deliver Pre-Authorized Debit Pull, Credit Push EFT-formatted files, and Wire Transfer 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, rolling reserve, uploads, bill payments, tax payment, foreign exchange, letter of payment direction, and prepaid card fees. This Schedule itemizes the features, fees and maximum dollar limits for EFT, IOP, Wire, Foreign Exchange, Bulk *Interac* e-Transfer and other payment solutions provided by Banks for the POSconnect services:

ONE-TIME SETUP AND MONTHLY MAINTENANCE

Cash Management, Treasury, Business Deposits & Payment Solutions	Fee <i>(is quoted in USD or in CAD depending on the account currency used by payment transactions at the bank and does not include sales tax*)</i> <i>*sales tax subject to Client location</i>
- Account Setup and API-based system Integration support - EFT Debit pull & Credit push APIs with PAD H1 rule - Manual EFT Debit Pull and Credit push - EFT reports - Branded SMTP out email notification server - Branded SMS Notification gateway (optional) - Wire Payment - Tax Payment - Bill Payment - Foreign Exchange Platform - Transaction API IOP - Prepaid card load API - Client originated Operational wires in (initial account load and re balancing as required)	CAD \$ 5000.00 one-time setup fee. ACH Set up: \$10,000 one time. Note: <i>The one-time setup fee must be paid in full before service integration can begin.</i>
Monthly maintenance, support fee, Cash Management, Treasury, Business Deposits & Payment Solutions for USD/CAD default escrow account.	\$500.00 per month per USD/CAD default escrow account.

FEE SCHEDULE A (CONT'D) DEDICATED ESCROW ACCOUNTS

Description	Plan Fee
Dedicated USD/CAD Escrow Account with unique Cash Management originator ID, and Treasury, Business Deposits & Payment Solutions for USD/CAD accounts exceeding \$5 million monthly volumes per escrow account.	*Plan 1: CAD/USD \$ 3000.00 per month (\$5+ million monthly volumes) *Plan 2: CAD/USD \$ 5000.00 per month (\$15+-million monthly volumes) *Plan 3: CAD/USD \$ 20000.00 per month (\$20+ million and no monthly volume limits) *If you exceed your monthly maximum in your present plan for any given month, in the next month your Monthly Plan will be automatically changed to the level in accordance with your monthly activity and you will be billed accordingly. Similarly, if your monthly transactions fall below your present plan, in the next month you will be billed for that month according to the previous month's volume. In other words, your plan is automatically adjusted to the appropriate level at the beginning of each month. If you do not execute any transactions for a given month, you will be billed for that month at the lowest plan level. Plan 1 is the default service and must be paid monthly with or without volumes (zero transactions).

FEE SCHEDULE A (CONT'D)
MINIMUM OPENING AND ROLLING RESERVES

Description	Plan Fee
Minimum Opening Reserve and Rolling Reserves per Escrow Account per currency	*1) \$ 50,000.00 - minimum reserve is required per USD and/or CAD account. The minimum opening reserve is a specific minimum amount of money that is required to be kept in the Client's account at all times. The minimum reserve is taken as an upfront amount deposited all at once in the reserve balance account. *2) A 5% rolling reserve. This a percentage of transactions received in each account which is held in the reserve balance for 180 days.

FEE SCHEDULE A (CONT'D)

INCOMING AND OUTGOING PAYMENTS

Description	Plan Fee
EFT Item Origination - Pre-Authorized Debit Pull Payments, IOP - Collections from payors	*1.50% percent on top of per transaction amount. \$20 per batch file upload \$.75 per line item
Domestic CAD/USD incoming customer Wires/Operational wires.	*1.50% percent per wire receipt.
EFT/ACH Item Origination - Pre-Authorized Credit Push Payments - Payout to Customer's beneficiary bank accounts.	*1.50% percent on top of per transaction amount \$20.00 per batch upload \$.75 per line item.
Outbound wires	*1.50% percent on top of wire fee.
EFT Chargeback Fee	*\$30.00 CAD/USD <i>per item</i> .
EFT NSF Fee	*\$30. 00 CAD/USD <i>per item</i> . *\$50.00 CAD/USD <i>to re-repost NSF fee</i> .
EFT Batch file cancellation	*\$75.00 CAD/USD <i>per file</i> .
EFT per item cancellation	*\$30.00 CAD/USD <i>per item</i> .
EFT per item recall	*\$60.00 CAD/USD <i>per item</i> .
EFT per item trace	*\$30.00 CAD/USD <i>per item</i> .

FEE SCHEDULE A (CONT'D)

WIRE TRANSFERS

Description	Fixed Fee per Wire transaction
Maintenance Fee	*\$50.00 CAD/USD <i>per month</i> .
Wire Transfer from USD/CAD escrow accounts	*\$50.00 CAD/USD <i>per transfer</i> .
Wire template creation and wire transfer using the Foreign Exchange Platform for tradable currencies and for outgoing wire transfers without an escrow holding account.	*\$100.00 CAD/USD <i>per transfer</i> . Note: <i>As a reminder, we encourage you allow 24 hours to create the wire template and execute the wire transfer or submit the wire payment instructions early on or before 2:00 PM EST to avoid missing the cut-off time.</i>
Wire Letter of Direction	\$60.00 CAD per letter
Wire Trace	\$60.00 CAD per wire
Amendment or Cancellation requests	\$60.00 CAD per request (plus any applicable foreign bank payment charges)
Incoming Wire Payment Notification Service (Includes free e-mail advices)	\$4.00 CAD per End of Day File Notification
Note: <i>All fees quoted in CAD or USD dollars depending on the account currency used at the bank. Wire Payments Service Fees are in addition to the Bank's account service charges and any charges levied by other financial institutions.</i>	

FEE SCHEDULE A (CONT'D)

FOREIGN EXCHANGE

Foreign Exchange Tier-based Fee Structure

Monthly Plan	Max. Monthly Activity	Monthly Fees
Bronze	\$200,000	\$280.00
Silver	\$400,000	\$520.00
Gold	\$700,000	\$840.00
Platinum	no maximum	\$1,000.00

- Bronze is the default plan and fee to start using the Foreign Exchange platform.
- Amounts are in USD or CAD depending on the source of fund.
- You may use any tradable currencies in your transactions, provided that you have enough money in the bank to execute the transaction.
- There are no limits to the number of foreign exchange transactions you may do.
- If you exceed your monthly maximum in your present plan for any given month, in the next month your Monthly Plan will be automatically changed to the level in accordance with your monthly activity and you will be billed accordingly. Similarly, if your monthly transactions fall below your present plan, in the next month you will be billed for that month according to the previous month's volume. In other words, your plan is automatically adjusted to the appropriate level at the beginning of each month. If you do not execute any transactions for a given month, you will be billed for that month at the lowest plan level.
- The cut-off time to trade is from 9:00 AM to 5:00 PM EST during business days only, excluding weekends and holidays.

Tradable Currencies

Currency Code	Currency Name	Currency Code	Currency Name
AED	United Arab Emirates Dirham	MXN	Mexican Peso
AUD	Australian Dollar	NOK	Norwegian Kroner
CAD	Canadian Dollar	NZD	New Zealand Dollar
CHF	Swiss Franc	PHP	Philippines Peso
CNH	Chinese Renminbi	PKR	Pakistan Rupee
CZK	Czech Koruna	PLN	Polish Zloty
DKK	Danish Kroner	SAR	Saudi Riyal
EUR	Euro Dollars	SEK	Swedish Kroner
GBP	Great British Pound	SGD	Singapore Dollar
HKD	Hong Kong Dollar	THB	Thailand Baht
HUF	Hungarian Forint	TRY	Turkish (new) Lira
ILS	Israel Shekel	USD	United States Dollar
INR	Indian Rupee	XCD	East Caribbean Dollar
JPY	Japanese Yen	ZAR	South African Rand

SCHEDULE B

PRE-AUTHORIZED DEBIT AGREEMENT

I/WE acknowledge that this Authorization is provided for the benefit of POSconnect Inc. and our financial institution and is provided in consideration of our financial institution agreeing to process debits against our account in accordance with the Rules of the Canadian Payments Association.

I/WE will notify POSconnect Inc. in writing of any changes to the account information or termination of this authorization at least thirty days in advance of the change.

I/WE understand that termination of this authorization does not affect my/our obligation to pay for goods or services contracted for/with POSconnect Inc.

My/Our financial institution will treat each debit as if I/WE had personally issued a written direction authorizing POSconnect Inc. to debit the amount(s) specified to my/our account and need not verify that payments are drawn in accordance with this authorization.

I/WE understand that any debits charged to my/our account will be reimbursed if: The debit was not drawn in accordance with this authorization, this authorization has been terminated, or the debit was posted to the wrong account due to invalid/incorrect account information supplied by POSconnect Inc. by giving notice in writing to my/our branch of account within ten (10) business days of the debit to my/our account.

I/WE acknowledge that delivery of this authorization to POSconnect Inc. constitutes delivery to my/our financial institution.

I/WE agree with POSconnect Inc. to waive the requirement under the CPA Rules to receive a written pre-notification prior to each EFT as set out in the Rules.

I/WE acknowledge our financial institution is not required to verify that any purpose of payment for which the EFT was issued has been fulfilled by POSconnect Inc. as a condition to honoring an EFT issued or caused to be issued by POSconnect Inc. on our account.

I/WE warrant and guarantee that all persons whose signatures are required to sign on this account have signed this authorization.

SIGNED by _____
duly authorized for and on behalf of the Client.

Name

Title

Date

SCHEDULE C

CLIENT ONBOARDING CHECKLIST

This is a Schedule C to the POSconnect™ Custody of Funds and Cash Management Services Agreement (the “**Master Agreement**”). All capitalized terms not defined in this Schedule shall have the meaning given to them in the Master Agreement or in any other applicable Schedule. In addition to the terms and conditions in the Master Agreement, the Client agrees to the following. This schedule defines the onboarding checklist the Client must adhere into before using POSconnect services. At POSconnect, we take our roles in helping to identify and prevent fraud and money laundering very seriously. To this end, the Payment Processing process will include conducting an enhanced Due Diligence on every potential client we board, in order to meet and exceed FINTRAC and FinCEN Corporate Due Diligence and KYC requirements.

1. The Client must fill out the KYC and AML Compliance onboarding forms using the 3rd-party Payment-Processing-AML Policies_and_Procedures_v1.03 document. Email the completed forms to compliance@POSconnect.com.
2. The Client must sign the PAYEE LETTER OF UNDERTAKING for Business and/or Personal Pre-Authorized Debit (“PAD”) plan to ensure the Client is following the CPA H1 Rule. Email the completed copy for compliance@POSconnect.com.
3. The Client pays the required one-time setup fee plus applicable taxes to POSconnect Labs Inc. before integration activities begin. Payment options: PAD EFT Pull, Wire in or *interac* Email Money Transfer to eft@POSconnect.com.
4. The Client funds the minimum opening reserve per USD and CAD account before live transactions can begin. The minimum opening reserve is a specific minimum amount of money that you’re required to keep in your reserve balance at all times. The minimum opening reserve is taken as an upfront amount deposited all at once in the reserve balance account. Payment options: PAD EFT Pull, Wire in.

The person whose signature affixed below have signed this authorization and in agreement with the Client Onboarding Checklist listed above.

SIGNED by _____
duly authorized for and on behalf of the Client.

Name

Title

Date

SCHEDULE D

WIRE PAYMENT SERVICE SCHEDULE

This is a Schedule D to the POSconnect Custody of Funds and Cash Management Services Agreement (the “**Master Agreement**”). All capitalized terms not defined in this Schedule shall have the meaning given to them in the Master Agreement or in any other applicable Schedule. In addition to the terms and conditions in the Master Agreement, the Client agrees to the following:

1. DEFINITIONS

Bank Maintained Template(s): electronically stored sets of data POSconnect administers and maintains according to Client Profile(s) and Bank Maintained Template requests submitted to POSconnect, which the Client accesses to instruct POSconnect to make Wire Payments on behalf of the Client or a Related Client;

Client Profile(s): information the Client provides to POSconnect or forms the Client completes and submits to POSconnect;

Funding Account(s): account(s) of the Client designated by the Client and set up for POSconnect to debit in accordance with Wire Payment Instructions;

LVTS: the Large Value Transfer System owned and operated by the CPA;

Related Account(s): the account(s) of a Related Client(s) designated by the Client and by the Related Client set up for POSconnect to debit in accordance with Wire Payment Instructions;

Related Client: a separate legal entity affiliated with the Client including the Client’s wholly-owned subsidiaries;

Wire Payment(s): the transfer of funds from the Funding Account(s) or Related Account(s) to the account of the party named in the Wire Payment Instructions as beneficiary; and

Wire Payment Instructions: the Client’s instructions to POSconnect for Wire Payments, or any other request in connection with the transaction, including cancellations, amendments and administrative messages.

2. WIRE PAYMENT SERVICE

The Client may use Online Banking for Business to initiate, approve or release Wire Payment Instructions or may transmit Wire Payment Instructions in a manner otherwise acceptable to POSconnect (the “**Wire Payment Service**”). Optional features, which will be indicated in the Client Profile or otherwise, may include viewing LVTS confirmation numbers and the ability to view details of wire payments sent to the Client, and alternative data retention periods.

3. FUNDING ACCOUNTS

3.1 The Client will ensure that adequate funding arrangements are available for the Funding Account. In the event of inadequate funding being available by cut-off times POSconnect establishes from time to time, POSconnect will be under no obligation to execute any Wire Payment Instructions.

3.2 The Client will repay POSconnect for any funds advanced on the Client’s behalf or on behalf of a Related Client in order to execute Wire Payment Instructions.

3.3 The Client represents that the parties signing or submitting any Bank Maintained Template requests or other Wire Payment Instructions are signing officers for the Funding Account and hereby authorizes POSconnect to debit the designated Funding Account, Related Account or other any other account indicated by the Client in writing, in accordance with Wire Payment Instructions. POSconnect has no obligation to verify the identity of such parties.

4. RESPONSIBILITIES

4.1 The Client accepts sole responsibility for the accuracy, completeness, and authorization of all Wire Payment Instructions.

4.2 POSconnect will have no responsibility for any Claim arising out of the unauthorized use of the Wire Payment Service by any person.

4.3 POSconnect may act on and may process Wire Payment Instructions in the form POSconnect receives from the Client without the need for POSconnect to confirm or verify with the Client the completeness or correctness of the Wire Payment Instructions or the authority of any person sending such Wire Payment Instructions to POSconnect.

5. CONDITIONS FOR WIRE PAYMENTS

5.1 The Client authorizes POSconnect to debit the Funding Account or Related Account (subject to the appropriate authorization to POSconnect from the Related Client) or any other account indicated by the Client in writing and to transfer funds on receipt of Wire Payment Instructions from the Client, whether or not sufficient funding exists in the Funding Accounts or Related Accounts, at POSconnect's sole discretion.

5.2 Any action POSconnect takes on the Client's Wire Payment Instructions will have the same legal effect and will bind the Client as fully and effectually as if the instructions had been given in writing and signed by the Client's duly authorized officer(s), regardless of howsoever or by whomsoever such instructions have been given, or whether the person(s) purporting to give such instructions was or was not the Client's officer(s) or employee(s).

5.3 Wire Payment Instructions executed by POSconnect are irrevocable. POSconnect cannot guarantee a return of funds or a return of funds without charge or fee to the Client. If POSconnect is able to obtain a return of funds, POSconnect will credit the Client's account less any applicable charges or fees at POSconnect's quoted rate of exchange (where the Client has requested foreign currency exchange) on the date such funds are returned to POSconnect.

5.4 To execute the Client's Wire Payment Instructions, POSconnect has the right to modify or update Bank Maintained Templates as conditions change within the various payment networks, including amendments to interbank address codes, payment networks or correspondent banking arrangements, without prior notice to the Client.

5.5 The Client acknowledges that POSconnect may delay the sending of a Wire Payment in the event that any restrictions applicable to POSconnect in any clearing system used to effect the Wire Payment, including, without limitation, insufficient credit or other limits, delay POSconnect from sending the Wire Payment.

5.6 The Client acknowledges that POSconnect and other financial institutions involved in processing Wire Payments may rely solely on any account or identification number(s) or codes provided and will not seek to confirm whether the numbers specified corresponds with the name of the beneficiary or the beneficiary's financial institution provided in the Wire Payment Instructions and are not obliged in any other way to verify the information contained in the Wire Payment Instructions.

5.7 Wire Payments are subject to cut-off times, time zone differences and local laws and regulations of the destination country and Canada. POSconnect reserves the right to change specific cut-off times from time to time as POSconnect deems necessary without prior notice to the Client.

5.8 POSconnect has the right to refrain from acting on any Wire Payment Instructions that appear to contravene any law or regulation, including those related to terrorist financing or money laundering.

6. PAYMENT DEADLINES AND CUT-OFF TIMES

7.1 Payment due date (value date). When the funds arrive at the account, the funds are on hold for 24 hours minimum and then +2 business days ahead of the upload date or the submit date to Credit the beneficiary's bank account - the date that you want the funds deposited into the payee's account;

6.2 No payout during weekends and statutory holidays.

6.3 You may do many payout transactions, provided that you have enough money in the bank to execute the transaction.

7. FEES

7.1 The Client will pay any of POSconnect's charges or fees and reimburse POSconnect for any fees or deductions charged by other financial institutions including, but not limited to, withholding or other taxes, interest and penalties that may be paid by POSconnect in connection with any Wire Payments. The Client acknowledges that other financial institutions may charge or deduct a fee for processing Wire Payments (including fees for refund requests and corrections) and that POSconnect may receive remuneration from the other financial institutions.

8. INDEMNIFICATION

8.1 In addition to the indemnification provided for in the Master Agreement or in any other agreement between POSconnect and the Client, the Client will indemnify and save POSconnect and its Representatives harmless against any and all Claims, directly or indirectly incurred by or taken against POSconnect or its Representatives which are the direct or indirect result of any Wire Payment, whether by reason of:

- a. unauthorized use of the Wire Payment Service;
- b. systems failure, malfunction or delay;
- c. failure to provide the Wire Payment Service for any reason outside POSconnect's control, including, without limitation, the acts or omissions of or the insolvency or bankruptcy of other financial institutions, or
- d. for any incorrect or improper payment to any person arising out of the processing of any Wire Payment Instructions,

except if such Claims are caused solely by POSconnect's gross negligence or wilful misconduct.

The person whose signature affixed below have signed this authorization and in agreement with the Wire Payment Service Schedule listed above.

SIGNED by _____

duly authorized for and on behalf of the Client.

Name

Title

Date

SCHEDULE E

ELECTRONIC FUNDS TRANSFER SERVICE SCHEDULE

This is a Schedule E to the POSCONNECT™ Custody of Funds and Cash Management Services Master Agreement (the “**Master Agreement**”). All capitalized terms not defined in this Schedule shall have the meaning given to them in the Master Agreement or in any other applicable Schedule. In addition to the terms and conditions in the Master Agreement, the Client agrees to the following:

1. EFT SERVICE

1.1 The Client engages POSconnect to transfer funds electronically to or from specified accounts using POSconnect’s Electronic Funds Transfer Service (the “**EFT Service**”). The Client will provide POSconnect with the instructions and the information needed to debit or credit the accounts of the Client’s clients and credit or debit the Client’s account, including the information POSconnect specifies in any User Documentation or other instructions or manuals POSconnect provides (collectively “**File Transfer Information**”). POSconnect is not required to verify or confirm the File Transfer Information.

2. ACCOUNTHOLDER PAYMENT OBLIGATIONS

2.1 The Client will pay to POSconnect, promptly upon request, the total amount POSconnect is to credit to other accounts.

2.2 POSconnect is not obliged to make any payments or to provide any of the services hereunder unless and until such time as POSconnect receives the payments specified.

3. PRE-FUNDING OPTION

3.1 Where the Client selects the Pre-Funding Option in connection with credits processed to accounts of the Client’s clients (collectively, the “**Payees**”) from the Client’s account, the Client acknowledges that:

- POSconnect will place a hold on the amount of funds in the Client’s account equal to the amount(s) to be credited to the Payee(s) as specified in the File Transfer Information (collectively, the “**Credit Amounts**”). The hold will last from the date POSconnect receives the File Transfer Information until the date that the Credit Amounts are to be withdrawn from the Client’s account as specified in the File Transfer Information;
- during the hold period, the Client will not have access to the Credit Amounts in the Client’s account.

3.2 POSconnect will not process any payments from the Client’s account or be obliged to provide the EFT Service unless the Credit Amount is available in the Client’s account on the date POSconnect receives the File Transfer Information. POSconnect will not be liable for any damages, direct or indirect, incurred as a result of its refusal to process any payments from the Client’s account due to the Client’s account balance on the date POSconnect receives the File Transfer Information being less than the Credit Amount.

4. DEBITS FROM OTHER ACCOUNTS

4.1 This section applies where the Client processes Pre-Authorized Debits (“**PAD(s)**”) from the accounts of the Client’s clients (collectively, the “**Payors**”), as described in the CPA Rules.

4.2 In accordance with the CPA Rules, the Client will sign a Payee Letter of Undertaking in the form POSconnect approves and will obtain from each of the Client’s clients a Payor’s PAD Agreement authorizing the Client to issue each PAD.

4.3 Without limiting the foregoing, the Client will sign and obtain from the Client's clients any further documentation as POSconnect may request or as prescribed by the CPA Rules.

4.4 The Client will abide by the CPA Rules pertaining to PADs and all other Applicable Law.

5. PAYMENT DEADLINES AND CUT-OFF TIMES

5.1 Payment due date (value date). When the funds arrive at the account, the funds are on hold for 24 hours minimum and then +2 business days ahead of the upload date or the submit date to Credit the beneficiary's bank account - the date that you want the funds deposited into the payee's account;

5.2 No payout during weekends and statutory holidays.

5.3 You may do many payout transactions, provided that you have enough money in the bank to execute the transaction.

6. INDEMNITY

6.1 In addition to the indemnification provided in the Master Agreement or in any other agreement between POSconnect and the Client, the Client will indemnify and save POSconnect and its Representatives harmless against any and all Claims directly or indirectly incurred by or taken against POSconnect or its Representatives which are the direct or indirect result of:

(a) incorrect transit and account numbers provided to POSconnect;

(b) incorrect name of the account payee (which the Client acknowledges POSconnect is not required to confirm or verify);

(c) any claim made by a Payor in accordance with the CPA Rules; and

(d) any claim POSconnect pays as a result of a stop payment or declaration filed by a Payor alleging that a PAD has been improperly debited from the Payor's account.

The Client will also reimburse any other processing institution for any payment made for a claim under this section.

The person whose signature affixed below have signed this authorization and in agreement with the Electronic Funds Transfer Service Schedule listed above.

SIGNED by _____
duly authorized for and on behalf of the Client.

Name

Title

Date

SCHEDULE F

POSCONNECT IOP SERVICE SCHEDULE

This is a Schedule F to the POSCONNECT™ Custody of Funds and Cash Management Services Master Agreement (the “**Master Agreement**”). All capitalized terms not defined in this Schedule shall have the meaning given to them in the Master Agreement or in any other applicable Schedule. In addition to the terms and conditions in the Master Agreement, the Client agrees to the following:

1. IOP (INTERAC ONLINE PAYMENT) SUPPORT

1.1 All support, funding or billing inquiries are to be directed to the POSconnect dedicated support channel:

Email: support@POSconnect.com

Phone: +14164790378 (Global) or 1-888- 380-5413 (North America)

1.2 Support times:

- Phone support is available Monday through Friday, 9am-5pm EST.
- 24/7 emergency support is also available on a case by case basis.
- Email support will be responded to within a business day.
- All support incidents may be billable at the discretion of POSconnect.

2. IOP FUNDING SCHEDULE

2.1 IOP transactions are batched and settled each business day. This settlement includes all transactions completed prior to the most recent midnight (Eastern Time).

2.2 Funds are transferred to the merchant’s bank account two business days after the settlement is performed.

2.3 The merchant is provided an email report of the settlement which includes the expected date of bank account funding.

2.4 Merchants may opt for a weekly settlement schedule which is only done each Monday.

3. InterPay Payment Gateway Availability

3.1 The InterPay Payment Gateway uptime availability is at least 99.99% based on the past five years of operation.

3.2 The InterPay gateway relies on the availability of upstream service providers and cannot guarantee their uptime.

3.3 The Interac Axxcys network, which is the upstream provider for IOP, maintains its own SLA which can be found on the Interac website: [http://interac.ca/en/interac-online- merchant.html](http://interac.ca/en/interac-online-merchant.html)

3.4 Any scheduled service and or maintenance of the InterPay gateway will be, whenever possible, staggered between the gateway nodes to avoid any downtime. In the extremely unlikely event of the requirement to perform maintenance on all gateway nodes simultaneously, merchants will be notified a minimum of 48 hours in advance.

3.5 If a merchant has not properly implemented an automatic failover system between the InterPay gateway nodes then

POSconnect cannot provide any gateway uptime assurance.

3.6 Any maintenance or service disruption notifications received by POSconnect from upstream providers will be communicated to the affected merchants.

4. IOP Fraudulent Transaction Notification

4.1 FAS notification ('Fraud Alert') emails are provided to POSconnect by the Interac Network.

4.2 POSconnect will forward a copy of these notifications to the merchant email on record within a business day of receipt.

4.3 All FAS Fraudulent activity notifications/reports will include the unique Primary Account

4.4 Number (PAN) generated for each Interac Online transaction as well as the date and time of the transaction. This should allow the merchant to match reported fraud with the original purchase.

4.5 Where a fraudulent activity notification has been provided prior to shipment of goods or delivery of services, then any delivery must be stopped and POSconnect notified. POSconnect will then issue a refund to the cardholder

**ADDENDUM TO THE
FINCONNECT CUSTODY OF FUNDS AND PAYMENT SERVICES AGREEMENT**

Between:

**POsconnect Inc. (the "Custodian")
and 0984750 BC Ltd o/a QuadrigaCX (the "Client")
originally dated the 2nd day of May 2017.**

whereas

The Client wishes to make use of an additional account funding method recently made available by the Custodian which is called "In-Person Payments".

In-Person Payments ("IPP") allows the customers of the Client to send funds to the Client's FINconnect account by presenting an identifying QR code and then paying with cash or Interac® Debit at participating retail locations. The Client is then notified of the payment electronically in near real-time by either a push notification from FINconnect or by polling FINconnect for new payment notifications.

IPP is a "guaranteed funds" payment model in that once the IPP notification is issued then the Custodian warrants that the funds will be paid to the Client according the settlement schedule.

The customer cannot simply charge-back a payment however, in the event of a customer registering a dispute with their bank, the Custodian will require the Client to attempt to recover the funds as quickly and fully as possible.

In the event of a technical or administrative error that results in a IPP notification to be rendered *invalid* then the Custodian will inform the Client immediately and the Client will recover the funds from the affected customer. Conversely, if the receipt of a payment message from the retailer is delayed or missed for any reason then the Client will be issued the IPP notification as soon as the delayed payment is confirmed by the Custodian (*usually the next morning*).

The Client will at all times adhere to any instructions issued by the Custodian in relation to the IPP service including, but not limited to:

- i. retailer's branding rules regarding logos, trademarks or other restrictions;
- ii. QR code formats and guidelines to be provided to customers for using the IPP service;
- iii. press releases, announcements, website information, social media posts or any other public communications referring to the IPP service *must be approved by the Custodian before release*; and
- iv. the presentation of the IPP service on the Client's website must be approved by the Custodian.

The Custodian will make a single entry to the Client's FINconnect account the day that the funds are received by the Custodian from the retailer's representative. At this time the funds are typically received 4 banking days after the IPP occurs, if this timetable changes the Custodian will inform the Client.

Any fees charged to the Client's customer by the retailer are separate from the IPP amount and will not be credited to the Client. For example, if the retailer's fee is \$3.95 and the customer pays \$500.00 to the retailer, then the Client will receive \$496.05. Therefore, if the customer wants to send \$500.00 to the Client, they would need to pay the retailer \$503.95. The retailer's fee amount will not be included in any IPP notifications or reports.

The Client is required to update their systems to implement the Push Payments API before they can accept IPP transactions. This implementation must be tested and approved by POsconnect before the Client allows any of their customers to use the IPP service.

The Custodian reserves the right to suspend the IPP service at any time.

In-Person Payment Rates and Fees	
Description	Fee*
Settlement of Funds to FINconnect Account	0.25% 0.75 percent of batch value \$20.00 per batch
Processing Fee	\$1.25 \$1.75 per transaction
Setup and Integration Support	\$1000.00 one-time

*all fees are in CAD

This addendum becomes part of the original agreement between the parties as of the date below. In the case of any contradiction between this addendum and the original agreement then the terms in this addendum will take precedence.

Effective date: Nov 20th, 2018

POScconnect Inc. ("Custodian")

0984750 BC Ltd o/a QuadrigaCX ("Client")

Per: 

Per: _____

Name: Will Gravlev

Name: Gerald Cotton

Title: President

Title: CEO

Date: November 30, 2018

Date: _____

Appendix “V” – Interact E-Transfer Services Agreement

[Attached]



INTERAC E-TRANSFER SERVICES AGREEMENT

INTERAC E-TRANSFER SERVICES AGREEMENT

THIS INTERAC E-TRANSFER SERVICES AGREEMENT is made as of the 5 day of March 2018 (the "Commencement Date").

BETWEEN:

0984750 B.C. LTD. (operating as a trade name QuadrigaCX) a company incorporated under the laws of British Columbia, Canada (the "**Client**"); and Incorporate Number: BC0984750

VoPay International Inc., a money services business under the laws of Canada (the "**VoPay**"). VoPay is Registered with FINTRAC (Financial Transactions and Reports Analysis Centre of Canada) Registration Number M15693674.

(VoPay, together with the Client, the "**Parties**", each individually a "**Party**").

RECITALS

- A. VoPay is a Canadian financial technology company active in money services business, among other things, of providing payment services including E-Transfers.
- B. VoPay has agreed to provide payment services for Client.
- C. VoPay and the Client wish to enter into an agreement with respect to providing Interac E-Transfer payment services to the Client.

For good and valuable consideration, the Parties agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement the words and expressions have the following meaning or the meaning assigned to them in the annexed agreements.

- 1.1.1 "**Agreement**" means this Interac E-Transfer Services Agreement, along with any schedules or exhibits attached hereto;
- 1.1.2 "**Applicable Law**" means any law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, directive, network rule or network regulation or other requirement or guideline published or in force at any time during the Term which applies to or is otherwise intended to govern or regulate a Party;
- 1.1.3 "**E-Transfers**" mean transfers on the Interac Network from, accounts held by the Client at VoPay to accounts held by third parties at various financial institutions;
- 1.1.4 "**Interac**" means the Interac Association/L'Association Interac, being an unincorporated association continued under the memorandum of association of the Interac Association made as of November 5, 1996 (as amended) and includes its affiliates such as ACXSYS Corporation as well as successor or assignee of that association;

1.1.5 “**Interac Network**” means a national payment network operated by Interac, ACXSYS Corporation or their respective affiliates allowing for transactions at automated banking machines and point-of-sale terminals across Canada;

1.1.6 “**Party**” means each party to this Agreement; and

1.1.7 “**Scheduled Documents**” the Schedules attached hereto:

Schedule A - Fee Schedule

Schedule B - E-Transfer Terms and Conditions

Schedule C - Compliance Certificate

1.2 Headings in this Agreement are for ease of reference only and do not affect its interpretation.

2. **Fees and Expenses**

The Client shall pay to VoPay all applicable fees set forth in Schedule A, such Schedule to be subject to review and revision by VoPay on each yearly anniversary of this Agreement.

3. **Obligations of the Contracting Parties**

- 3.1 Each of the Parties will ensure that it has all necessary authorizations or licenses mandated by Applicable Law that are required by such Party for the performance of its the duties and obligations pursuant to this Agreement. Each Party will carry out, in good faith, its obligations as set out in this Agreement.
- 3.2 The Client shall provide, or shall have provided, a verification of identity & third party documentation in a form satisfactory to VoPay.
- 3.3 The Client shall provide, or shall have provided, an Account Application to VoPay, in such form as may be updated by VoPay from time to time, and shall maintain an account in good standing with VoPay for the duration of the Initial Term or the Renewal Period, as applicable, complete with any required documentation for the account as may be requested by VoPay.
- 3.4 Client shall abide by VoPay compliance policies and procedures, which may updated from time to time and will, when requested by VoPay, provide written confirmation that it is in compliance with all legal and regulatory requirements relating to anti-money laundering by issuing an AML Compliance Certificate in a form satisfactory VoPay.

4. **E-Transfer Terms and Conditions**

In addition to the other provisions in this agreement, the Client agrees that all E-Transfers hereunder shall be sent from dedicated, pre-funded accounts with VoPay and the Client further agrees to all of the terms, conditions and restrictions regarding E-Transfers set out in Schedule B and any imposed by the Interac Network or VoPay from time to time.

5. **Security**

- 5.1 The Client agrees that all cash received from the Client by VoPay may be used for any of the following purposes:

5.1.1 to be applied to satisfy the settlement obligations of the Client under any applicable card Interac Network rules in respect of any transactions authorized under this Agreement or the Scheduled Documents;

5.1.2 to satisfy any fees payable to VoPay (including any GST component) under this Agreement or any of the Scheduled Documents.

6. Liability and Indemnities

6.1 In addition to and without limiting any other protection of VoPay or otherwise under Applicable Laws, the Client shall indemnify and save harmless VoPay, any service providers to VoPay and each of their respective, directors, officers and employees (the “**Indemnitees**”) from and against all liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs, expenses and disbursements including any and all reasonable legal and advisor fees and disbursements of whatever kind or nature (referred to herein as a “**Loss**”) which may at any time be suffered by, imposed on, incurred by or asserted against any of the Indemnitees, howsoever arising, from:

6.1.1 the performance or non-performance of the obligations performed or required to be performed hereunder by VoPay;

6.1.2 any breach by the Client of its agreements, representations and warranties contained herein, including the procedures set out on Schedule B;

6.1.3 any failure by the Client in maintaining the security or other authentication methods used to communicate with VoPay or used to authorize VoPay to carry out transactions (including any misuse of such passwords, etc. by employees or operators of the Client); and

6.1.4 any actions taken by VoPay in reliance upon instructions or information communicated by the Client;

provided, however, that such liability to and indemnification of VoPay shall not extend to include any part of the Loss, if any, directly arising from or directly caused by the negligence of the Indemnitees or by any breach of this Agreement by VoPay.

6.2 The aggregate liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) of VoPay to the Client in respect of all causes of action arising under this Agreement or the Scheduled Documents, or any representation statement or tortious act or omission including negligence arising under or in connection with this Agreement or the Scheduled Documents shall be limited to the lesser of (i) an amount equal to the total of all fees payable by the Client to VoPay pursuant to this Agreement for the two (2) months prior to the event giving rise to the cause of action, and (ii) \$15,000.

7. Term

7.1 Initial Term

Unless terminated earlier pursuant to the provisions of this Agreement, the initial term of this Agreement and the Scheduled Documents will be for the period commencing on the Commencement Date and ending three years thereafter (the “**Initial Term**”).

7.2 Renewal Period

Unless one Party has provided a written termination notice to the other Parties pursuant to the next Section, the term of this Agreement and the Scheduled Documents shall be automatically extended for a further three years (a “**Renewal Period**”) after the end of the Initial Term or current Renewal Period (as applicable) without any further action or confirmation required from any Party.

7.3 Termination Notice at End of Term

Any Party may notify the other Parties that the term of this Agreement will not be automatically extended at the end of the then current Initial Term or Renewal Period but will terminate at the end of such period, by delivering an unconditional written notice to the other Parties not more than one hundred eighty (180) days and not less than ninety (90) days before the end of such period stating that the Party is irrevocably electing to not renew the term of this Agreement.

7.4 Early Termination

7.4.1 Notwithstanding that the Initial Term or Renewal Period has not elapsed, the Term shall end as of the dates indicated below upon the occurrence of any of the following events:

7.4.1.1 in the event that one Party commits a breach of this Agreement or the Scheduled Documents which has not been corrected to the satisfaction of the other Parties (acting reasonably) within thirty (30) days after written notice of such breach has been given to the Party who has committed the breach by another Party, the Term shall end at the expiry of such thirty (30)-day period (if the notice of breach sets out that the failure to correct the breach shall result in the ending of the Term);

7.4.1.2 if VoPay is required or ordered to cease provision of the services by any governmental authority or if by the provision of the services by VoPay is determined by VoPay to be in violation of any Applicable Law, or if it is determined by VoPay that change in Applicable Law has made the continued provision of the services by VoPay non-viable, VoPay may terminate this Agreement or any of the Scheduled Documents immediately; or

7.4.1.3 VoPay provides 30 days’ written notice of termination to the Client.

7.4.2 If this Agreement is subject to early termination, VoPay may elect to terminate any or all of the Scheduled Documents.

8. **Exclusivity**

The Client agrees to use, and to cause all affiliates of the Client to use, VoPay solely and exclusively throughout the Term to provide E-Transfers.

9. **Anti-Money Laundering and KYC Obligations of the Client**

- 9.1 The Client shall maintain a stringent “Know Your Client” framework that ensures that all underlying transactions performed by the Client shall have been carried by individuals, whose identity has been checked through the appropriate identification collected from each customer and collected in accordance with “Know Your Client” requirements as mandated by Applicable Law.
- 9.2 The Client confirms that it maintains an anti-money laundering compliance regime to ensure compliance with all legal and regulatory requirements relating to anti-money laundering in accordance with all Applicable Laws, including, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and the Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations (collectively the “**AML Regime**”). The Client will ensure that the employees of the Client comply with the AML Regime, including through regular training in accordance with the AML Regime. The Client will, when requested by VoPay, provide written certification to VoPay that it is in compliance with all legal and regulatory requirements relating to anti-money laundering by issuing an AML Compliance Certificate in the form attached hereto as Schedule C, or in such updated form provided by VoPay from time to time.
- 9.3 The Client will ensure that its officers, directors and employees comply with all of the regulations, and requirements mandated by the AML Regime. VoPay may perform any compliance audits that may be required from time to time by VoPay at the sole cost of the Client.
- 9.4 The Client will arrange for the proper completion of the necessary forms and other documents required by VoPay by individuals in relation to each payment instruction and shall set up a system a reporting and verification to VoPay of all customers that request any transaction in excess of the limits imposed by VoPay, from time to time.

10. **Assignment**

The Client shall not, without the written consent of VoPay, assign, transfer, charge or deal in any other manner with this Agreement or any of the Scheduled Documents or any of its rights under them, nor purport to do any of the same, nor sub-contract the whole or any part of its rights or obligations under this Agreement.

11. **Subcontracting**

VoPay shall be entitled to delegate or sub-contract, without consent of the Client, all or any of its obligations hereunder to any of its affiliates or any other third party.

12. **Severability**

- 12.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

13. **Entire Agreement**

- 13.1 This Agreement contains the entire agreement between the Parties with regard to its subject matter to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, notices of intention and representations.
- 13.2 This Agreement may only be varied in writing signed by a duly authorized representative of each Party.

14. **Waiver**

- 14.1 This Agreement shall not be waived in whole or in part except where agreed by all Parties in writing.
- 14.2 The delay of enforcement or the non-enforcement of any of the terms of this Agreement by any Party shall not be construed as a waiver of any of the other rights of that Party arising out of the breach or any subsequent breach of any of the terms of this Agreement and no right, power or remedy conferred upon or reserved for any Party in this Agreement is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

15. **Notices**

- 15.1 All notices, requests, demands, approvals, consents and other communications under this Agreement (“Notices”) shall be given in writing and shall be duly and validly given or made if given or served by hand or sent by facsimile transmission or pre-paid registered or recorded delivery post to the address or fax number of the relevant Party as stated herein or to any address subsequently notified by the relevant Party to the other Party in writing for such purpose.

Client

Attention:	Gerald Cotton, CEO
Address:	223-2055 Commercial Dr.
City, Postal Code	Vancouver, BC V5N 0C7
Phone:	604-243-7056
Email:	g.cotten@quadrigacx.com

VoPay

Attention:	Hamed Arbabioon, CEO & Founder
Address:	202 - 788 Copping Street
City, Postal Code	North Vancouver BC V7M3G6 Canada
Phone:	604-900-6343
Fax:	604-608-2992
Email:	hamed@vopay.com

- 15.2 Notices given or served by personal delivery shall be deemed to be given or served on the date of delivery. Notices sent by pre-paid registered or recorded delivery shall be deemed to be given or served on the first Business Day after the day of the recorded successful delivery. Any notice sent by facsimile transmission shall be deemed to have been served at the time of transmission provided that such transmission is made before 4.00 p.m. on a Business Day and where such transmission is made at any other time it shall be deemed to have been sent at 9.00 a.m. on the next following Business Day.

16. **Termination Payments**

Should VoPay be entitled to terminate this Agreement in accordance with Section 7.4.1.1, than in addition to such other non-monetary rights and remedies to which VoPay may be entitled, VoPay shall be entitled to collect from the Client, as an immediately due and payable obligation of the Client, as liquidated damages and not as a penalty, an amount equal to (X) the sum of (a) the Account Monthly Maintenance Fee and (b) the greater of (i) the sum of the average monthly Transaction Fee, Refund Transaction Fee and Declined Transaction Fee payable to VoPay in the three calendar months preceding termination of this Agreement and (ii) the Monthly Program Fee; each as set forth on Schedule A, multiplied by (Y) the number of months remaining in the Term or any Renewal Period, as applicable.

17. **Counterparts**

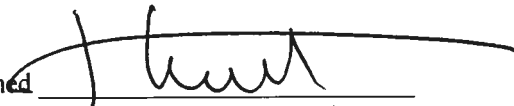
This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument.

18. **Governing Law**

This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated as a contract made in the Province of British Columbia. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the

Province of British Columbia and courts of appeal therefrom in respect of all matters arising out of this Agreement

For and on behalf of VoPay on 5th day of March,
2018:

Signed 
Hamed Arbabioun, CEO & Founder

For and on behalf of QuadrigaCX on 5th day of
March, 2018:

Signed 
Gerry Cohen

SCHEDULE "A"**FEE SCHEDULE****1. FEES PAYABLE TO VoPay:**

Description	Bulk E-Transfer (Regular)	Bulk E-Transfer (Priority)	Real-time
Initial Program Setup Fee	\$500	\$500	\$1,000
Monthly Program Fee ¹	\$500	\$500	\$500
Transaction fee (per transaction)	\$1.00	\$1.25	\$1.50
Deposit Fee (per \$1,000)	\$3.50	\$3.50	\$3.50
Transfer Fee (per \$1,000)	\$3.50	\$3.50	\$3.50
File Processing Fee	\$10	\$20	-
Service Level	Next day	1 Hour	30 mins
Min. Transactions per file (FTP)	100	50	-

¹ The greater of (a) the sum of the Deposit Fee and the Transfer Fee and (b) the Monthly Minimum Fee is charged to the customer on a monthly basis.

Schedule B

E-Transfer Terms and Conditions

1. **Introduction.** The terms and conditions of this Schedule (i) apply only when the Client uses the E-Transfer service as a sender (the Client is not permitted to use the E-Transfer service as a recipient.) and (ii) are in addition to the general terms and conditions in this Agreement. If there is a conflict between this Schedule and the general terms and conditions in this Agreement, this Schedule will apply to the extent necessary to resolve the conflict.

2. **Initiating an E-Transfer.** After the Client initiates an E-Transfer, VoPay will withdraw the E-Transfer amount from the specified Account of the Client and send an email to the recipient at the email address that is provided by the Client. The email will identify the Client as the sender, and the E-Transfer amount, the name of the recipient, and that the Client is using the E-Transfer service. VoPay will hold the value of the E-Transfer until VoPay receives notice that (i) the recipient has correctly responded to the E-Transfer question and answer and claimed the E-Transfer or (ii) the Client cancels and reclaim the E-Transfer. In order to initiate an E-Transfer, the Client must have the necessary funds in the account from which the E-Transfer is sent and VoPay shall stop transacting if funds are not available in the required account, but will resume once the required funds are deposited into the required account.

3. **No Interest.** VoPay will not pay interest on the E-Transfer amount to any sender or recipient, including on an E-Transfer amount sent by the Client for the period the E-Transfer amount was not in an account of the Client.

4. **Claiming or Declining an e-Transfer.**
 - (a) A recipient of an E-Transfer may claim or decline the E-Transfer using online banking, mobile banking, the online or mobile banking services of another financial institution, or the Interac payment service. Other financial institutions or Interac may charge an additional fee if a recipient uses its services.
 - (b) To claim or decline an E-Transfer, the recipient must respond correctly to the E-Transfer question and answer.
 - (c) A recipient who successfully claims an E-Transfer using our online banking, mobile banking or the online or mobile banking service of another financial institution should generally receive funds immediately. A recipient who successfully claims an E-Transfer using the Interac payment service should generally receive funds within 3 to 5 business days. However, the actual time to receive funds through either process will vary and may take significantly longer depending on the circumstances. VoPay makes no representations or warranties regarding the maximum time required to complete an E-Transfer.
 - (d) A recipient has 30 days from the time an E-Transfer is sent through the E-Transfer service to claim the E-Transfer amount, after which the E-Transfer will automatically expire. An E-Transfer sent from another financial institution will also expire after a certain period of time.

5. **Cancelling an E-Transfer.** A sender may cancel an E-Transfer sent using the E-Transfer service, unless the recipient has successfully claimed the E-Transfer.

6. **Declined, Cancelled or Expired e-Transfer.** If the Client sends an E-Transfer using the E-Transfer service that is declined, cancelled or that automatically expired, VoPay may attempt to redeposit the value of such E-Transfer into the account from which the funds originated. VoPay will charge an administration fee for declined or cancelled E-Transfers.
7. **VoPay is Entitled to Rely on an E-Transfer Question and Answer.** VoPay, other financial institutions participating in E-Transfer services and Interac are entitled to pay an E-Transfer to anyone who, using online banking, mobile banking, the online or mobile banking service of another financial institution, or the Interac website, claims the E-Transfer and correctly responds to the E-Transfer question and answer, whether or not the sender intended that person to receive the E-Transfer. The Client will comply with its security obligations under this Agreement and will not use email or any optional message that may accompany the E-Transfer to send the recipient of the E-Transfer Question and Answer.
8. **Interac.** If a recipient claims an E-Transfer from a sender using the Interac payment service but provides information for Interac which is insufficient or incorrect, Interac may (i) request additional or corrected information from the recipient, (ii) deposit the money directly into an account provided by the recipient to Interac, or (iii) send a cheque for the E-Transfer amount to the recipient at the street address provided by the recipient to Interac. If the recipient fails to cash a cheque sent by Interac within a time limit set by Interac may return the E-Transfer to VoPay. VoPay will return the E-Transfer, less any fees charged by Interac, to the sender.
9. **Providing the Email Address.** If you send an E-Transfer using the E-Transfer service, you are responsible for providing a correct and operational email address of the recipient and for notifying VoPay promptly of any change to the email address of the recipient.
10. **Status of E-Transfer.** The Client is responsible for reviewing the status of any E-Transfer the Client sends using the E-Transfer service by checking the payment history in of the Client using online banking.
11. **Limits.** There will be a maximum transaction limit per transaction and per day as set by VoPay, from time to time.

Schedule C
Compliance Certificate

VoPay International Inc.

The undersigned officer hereby certifies the following in respect of 0984750 and all of its subsidiaries (the "Company") and any directors, officers, employees, contractors or consultants of the Company who have any dealings with products or services offered by VoPay (the "Company Personnel"):

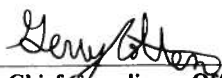
1. I have reviewed in full all of the most current version of all laws, regulations and guideline issued by relevant authorities in the jurisdiction payments originate, including (without limitation) any dealing with:
 - (a) compliance with Anti-Money Laundering Requirements, Know Your Client Requirements and Privacy Laws;
 - (b) the collection of information and verification of identification for the purposes of opening accounts;
 - (c) the proper completion of agreements and other paperwork;
 - (d) the collection, entry and electronic transmission of information to any of the VoPay Entities;
 - (e) the collection and storage of documents and agreements; and
 - (f) training and compliance programs.

(collectively, the "Statutory & Contractual Requirements ")

2. I certify and confirm the following:
 - (a) I have been trained and have assured that all Company Personnel have been trained in respect of all necessary parts of the Statutory & Contractual Requirements and that I understand the Statutory & Contractual Requirements and believe that all of the Company Personnel understand the Statutory & Contractual Requirements;
 - (b) I have evaluated, or caused to be evaluated under my supervision, the Company compliance with the Statutory & Contractual Requirements;
 - (c) The Company has had and continues to have compliance and training programs in place to assure that all the Statutory & Contractual Requirements are complied with and that the Company has devoted sufficient resources to such programs to assure continued compliance with the Statutory & Contractual Requirements; and
 - (d) The Company has fully complied with the Statutory & Contractual Requirements; except for specific instances of non-compliance which I have personally notified the VoPay of and which both the Company and VoPay have confirmed (in writing) have been remedied to the satisfaction of VoPay.

DATED at Vancouver, this 5th day of March, 2018.

Signed


Chief Compliance Officer

Appendix “W” – Correspondence between the Monitor and VoPay

[Attached]



Dieppe
11 Englehart Street
Dieppe, NB E1A 7Y7
Tel: +1 506 853 3097
Fax: +1 506 859 7190

Fredericton
527 Queen Street
Suite 110
Fredericton, NB E3B 3T2
Tel: +1 506 455 8181
Fax: +1 506 455 8141

Halifax
RBC Waterside Centre
1871 Hollis Street
Suite 500
Halifax, NS B3J 0C3
Tel: +1 902 420 1080
Fax: +1 902 420 0503

Saint John
Red Rose Tea Building
5th floor
12 Smythe Street
Saint John, NB E2L 5G5
Tel: +1 506 634 7000
Fax: +1 506 634 2129

St. John's
Fortis Place
5 Springdale Street
Suite 800
St. John's, NL A1E 0E4
Tel: +1 709 726 2840
Fax: +1 709 726 0345

Ernst & Young Inc.
Atlantic Canada
ey.com

February 6, 2019

By E-mail hamed.arbabi@vopay.com

VoPay International Inc.
Attention: Mr. Hamed Arbabi
2900 – 550 Burrard Street, Vancouver, BC V7X 1L2

Dear Mr. Arbabi:

Re: Funds of QuadrigaCX held by VoPay International Inc. (“VoPay” or “you”)

As you many know, Ernst & Young Inc. was appointed as Court-appointed Monitor (the “**Monitor**”) of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. d/b/a Quadriga CX and Quadriga Coin Exchange (collectively, the “**Applicants**”) pursuant to the Initial Order dated February 5, 2019 (the “**Initial Order**”) of Justice Wood of the Supreme Court of Nova Scotia (the “**Court**”). A copy of the Initial Order is attached as Schedule “A” of this letter. Capitalized terms not otherwise defined in this letter have the meaning ascribed to them in the Initial Order.

We understand from the Applicants that VoPay acts as a third party payment processor on behalf of the Applicants. We further understand from the Applicants that VoPay is currently holding cash or cash equivalents on behalf of the Applicants (the “**Funds**”) that constitutes Property under the Initial Order. Paragraph 27(b) and 28 of the Initial Order provide:

27. ... the Monitor shall be empowered on behalf of the Applicants to take any and all steps... to take possession of the following Property of the Applicants:

...

- (b) the proceeds held in any bank account maintained by or financial instrumented issued in the name of, or standing to the credit of, any third [sic] payment providers, including the Third Party Payment Providers, held on behalf of the Applicants...

28. Any person in possession of any of the Property wherever situate, including any Third Party Payment Provider, shall forthwith advise the Applicants and the Monitor of the existence of any Property in such person's possession or control, shall grant immediate and continued access to the Property and information and documentation related thereto to the Applicants and the Monitor.

Pursuant to these paragraphs of the Initial Order, the Monitor hereby requests that:

1. You immediately deliver all Funds or other Property of the Applicants in your possession or in the possession of any affiliated person or entity directly to the Monitor by wiring such Funds to the account listed on Schedule “B” to this letter. If you hold any Property other than Funds we will make alternative arrangements with you to take possession of the Property; and

2. You subsequently deliver all information and documentation related to any accounts under which you hold Funds or other Property on behalf of the Applicants, including all account statements, deposit and withdraw transaction information, the identities of persons or entities depositing such Funds or other Property into the account, the identities of persons or entities receiving withdraws and/or transfers of such Funds or other Property from the account, know-your-client information collected in respect of the Applicants, and any documentation in respect of the foregoing (collectively, the **"Requested Information"**).

If you do not believe you are holding any Funds or other Property of the Applicants, the Monitor maintains its request for the Requested Information related to any accounts under which you held Funds and other Property of the Applicants at any time in the past. Additionally, if you have an objection to delivering any Funds or other Property of the Applicants or the Requested Information we request that you provide reasons for any such refusal within five (5) business days of this letter. The Monitor reserves its rights to seek further relief from the Court if it determines or believes that you or any affiliated person or entity are holding Funds, other Property or Requested Information or you refuse to deliver any Funds, other Property or Requested Information in your possession or the possession of any affiliated person or entity to the Monitor.

If you have any questions in respect of the above, please feel free to contact me.

ERNST & YOUNG INC.

acting in its capacity as the Court-appointed monitor
of Quadriga Fintech Solutions Corp; Whiteside
Capital Corporation and 0984750 B.C. Ltd.



George Kinsman, CPA, CA, CIRP, LIT

Senior Vice President

cc. E. Pilon, Stikeman Elliott LLP
M. Chiasson, Stewart McKelvey



BARRISTERS + SOLICITORS

February 12, 2019

VIA E-MAIL

Reply to: Derek Frenette
Direct Line: 604.484.1780
Direct Fax: 604.484.9780
E-mail: dfrenette@ahbl.ca
Matter No.: 1139265

Ernst & Young Inc.
Suite 500 1871 Hollis Street
Halifax, NS B3J 0C3

Attention: George Kinsman, CPA, CA, CIRP, LIT

Dear Sir:

Re: Funds Held for 0984750 B.C. Ltd. dba "QuadrigaCX" by Vopay International Inc. ("Vopay")

We write to you in your capacity as Court-appointed Monitor of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation, 0984750 B.C. Ltd. dba "QuadrigaCX", and Quadriga Coin Exchange (collectively, "**Quadriga**"), pursuant to the Initial Order of Mr. Justice Wood of the Supreme Court of Nova Scotia issued on February 5, 2019 (the "**Initial Order**"), and in response to your letter to our client dated February 6, 2019.

We enclose a Statement of Account summary showing all transactions conducted by our client on behalf of Quadriga (and more specifically, on behalf of 0984750 B.C. Ltd. to whom it provided services under an Interac E-Transfer Services Agreement dated March 5, 2018 [the "**Services Agreement**"]) from July 1, 2018 to January 31, 2019.

The Statement shows that our client currently holds a balance of \$116,262.17 for Quadriga, after deduction of our client's service fees pursuant to the Services Agreement and paragraphs 5(a) and 6(b) of the Initial Order. We enclose invoices for the most recent fees charged by our client on December 20, 2018, and January 15 and 31, 2019. We understand that all invoices for fees have been provided to Quadriga, and we include these most recent invoices for ease of reference only.

We look forward to any questions you may have regarding the content of the Statement.

Our client is prepared to transfer the balance it holds for Quadriga, as requested.

However, our client received notification yesterday from the Royal Bank of Canada ("**RBC**") that one of its business accounts is subject to a 30-day hold. RBC applied this hold at the request of Interac, after a Quadriga depositor contacted their bank and alleged fraud in connection with a deposit made with our client for Quadriga. This complaint resulted in a

request from that financial institution to Interac, and a subsequent request from Interac to RBC to place a hold on our client's account.

The monies in the frozen account include some of those held for Quadriga by our client, as well as other funds which our client holds for its customers unrelated to Quadriga and which are urgently required for our client's business.

Our client is presently discussing the matter with RBC, and has provided a copy of the Initial Order to RBC in an attempt to resolve this matter. Our review suggests that the hold requested by Interac and instituted by RBC may contravene s.12(b)(v) of the Initial Order. We are hopeful that by providing a copy of the Initial Order to RBC, this will resolve the hold situation, and we will advise further following our client's discussion with RBC.

This issue was raised in our letter of February 5, 2019 to Mr. Chiasson as counsel for Quadriga. Our client remains concerned that complaints from Quadriga's depositors may result in holds and charge-backs which will cause loss to our client, and for which it may have no remedy if Quadriga does not have the funds with which to indemnify our client, as required by s.6.1 of the Services Agreement.

As you will see from the Statement, our client has processed millions of dollars of payments on behalf of Quadriga, and is concerned that such charge-backs could be made up to 90 days following the date of the transactions, thereby causing our client significant difficulty and loss.

We request written confirmation from Quadriga that our client will be indemnified for any such losses it may suffer as a result of complaints made or actions taken by depositors or others with respect to Quadriga's funds. We are pleased to discuss this issue with you further, and with Mr. Chiasson as counsel for Quadriga, including the specific terms of such indemnification.

We look forward to your response.

Yours truly,

ALEXANDER HOLBURN BEAUDIN + LANG LLP

Per:



Derek Frenette

DAF

Encl.

cc. Maurice Chiasson, Q.C.



Dieppe
11 Englehart Street
Dieppe, NB E1A 7Y7
Tel: +1 506 853 3097
Fax: +1 506 859 7190

Fredericton
527 Queen Street
Suite 110
Fredericton, NB E3B 3T2
Tel: +1 506 455 8181
Fax: +1 506 455 8141

Halifax
RBC Waterside Centre
1871 Hollis Street
Suite 500
Halifax, NS B3J 0C3
Tel: +1 902 420 1080
Fax: +1 902 420 0503

Saint John
Red Rose Tea Building
5th floor
12 Smythe Street
Saint John, NB E2L 5G5
Tel: +1 506 634 7000
Fax: +1 506 634 2129

St. John's
Fortis Place
5 Springdale Street
Suite 800
St. John's, NL A1E 0E4
Tel: +1 709 726 2840
Fax: +1 709 726 0345

Ernst & Young Inc.
Atlantic Canada
ey.com

March 9, 2019

By E-mail: dfrenette@ahbl.ca

Alexander Holburn Beaudin + Lang LLP
Suite 2700-700 West Georgia St
Vancouver BC V7Y 1B8

Attention: Mr. Derek Frenette

Re: In the matter of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. ("Quadriga") dba Quadriga CX and Quadriga Coin Exchange (collectively, the "Applicants") under the Companies' Creditors Arrangement Act (the "CCAA")

We are writing in response to your letter dated February 12, 2019. Thank you for providing the Monitor with statements for the Quadriga account with VoPay International Inc. ("**VoPay**"). We understand based on your letter that VoPay has concerns regarding distributing funds held by VoPay on behalf of Quadriga due to potential chargebacks. Based on the account statements provided, the payments received by VoPay were processed by Interac Money Requests. Our understanding is that Interac payments cannot result in chargebacks in the same manner as credit card payments. Further, none of the account statements contain any references to chargebacks in the past. There are references to reversals which we understand can only occur where a customer cancels the transaction prior to the deposit being completed by VoPay.

Further, based on a review of a sampling of these reversals from the account statements, it appears a reversal will typically only occur the same day or following day as the initiation of the transaction. We have been unable to find any example of a reversal that occurred five (5) business days following VoPay crediting Quadriga's account. Given that the last credit of Quadriga's account occurred on January 28, 2019 we trust there is no longer a concern with transferring the account balance to the Monitor. We also note that the stay of proceedings contained in paragraph 12(b)(v) of the Initial Order should prevent any potential reversals and/or chargebacks.

We would also appreciate an update on the status of the freezing of the Quadriga account by Royal Bank of Canada ("**RBC**"). We have been addressing other matters in these CCAA proceedings with RBC and may be able to assist in unfreezing the account in order for the funds to be transferred to the Monitor.

We are available to discuss any remaining concerns that you may have.

Yours truly,

ERNST & YOUNG INC.

in its capacity as Court-appointed Monitor
in the matter of the proposed compromise and
arrangement of Quadriga Fintech Solutions Corp.,
Whiteside Capital Corporation and 0984750 B.C. Ltd.

Per:

George Kinsman CPA, CA, CIRP, LIT

cc. E. Pillon and L. Nicholson, Stikeman Elliott LLP
Peter Wedlake, Grant Thornton LLP
Maurice Chiasson, Stewart McKelvey



BARRISTERS + SOLICITORS

March 18, 2019

VIA E-MAIL

Reply to: Derek Frenette
Direct Line: 604.484.1780
Direct Fax: 604.484.9780
E-mail: dfrenette@ahbl.ca
Matter No.: 1139265

Ernst & Young Inc.
Suite 500 1871 Hollis Street
Halifax, NS B3J 0C3

Attention: George Kinsman, CPA, CA, CIRP, LIT

Dear Sir:

Re: Funds Held for 0984750 B.C. Ltd. dba "QuadrigaCX" by Vopay International Inc. ("Vopay")

We write in response to your letter of March 9, 2019.

We confirm your prior advice that Quadriga disagreed with our client's statement and accounting with respect to its account.

This was discussed in our email correspondence on February 12-13, 2019. We understood that Quadriga's management would review our client's accounting, and would provide a response with specific items with which they disagreed, and their own accounting of the balance held for Quadriga by Vopay.

Your letter does not address this, and we ask you to kindly clarify whether Quadriga accepts our client's accounting of the balance as your letter suggests, or whether is still reviewing and will identify issues or discrepancies between its accounting of the balance, and Vopay's accounting.

If the latter, we ask that Quadriga provide a response to our client's accounting which identifies with specificity the disagreements, and an accounting of your client's calculations of its account balance.

Thank you for addressing the issue with chargebacks. We are advised by our client that it has recently managed to remove the hold placed on its account by RBC. However, the bank has advised that this could happen again. We understand that that the majority of the transactions processed for Quadriga were with the Bank of Montreal, such that there is a significant risk that our client's accounts with that institution may be frozen.

Our client agrees that in the normal course, chargebacks or the reversal of transactions would not be made now, so long after a transaction date. However, our client continues to receive aggressive and threatening communications from Quadriga's depositors who are attempting to recover their monies. This includes phone calls, emails, and social media posts naming our client and its principal, and making threats against them.

The threats focus on allegations of fraud by Quadriga, the alleged participation of our client in the alleged fraud, and threaten a class-action lawsuit against VoPay and the other payment processors involved in the Quadriga matter in connection with services it provided to Quadriga.

In the circumstances, our client remains concerned about the possibility of litigation which is not precluded by the terms of the Order of Justice Steeves, and about the possibility of charge-backs and freezes imposed by financial institutions, in response to the forceful demands of Quadriga's depositors.

VoPay requests an indemnity agreement with Quadriga, which will protect our client against any charge-backs, account freezes, and additional costs which may arise from the activities of Quadriga's depositors. Our client understands that Quadriga has negotiated a similar indemnity agreement with another payment processor, and requests the same protection that has been afforded to this other service provider.

If you have a form of agreement which our client could consider, kindly forward to the writer.

We look forward to your response.

Yours truly,

ALEXANDER HOLBURN BEAUDIN + LANG LLP

Per:



Derek Frenette

DAF

cc. Maurice Chiasson, Q.C.

Stikeman Elliott

Stikeman Elliott LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, ON Canada M5L 1B9

Main: 416 869 5500
Fax: 416 947 0866
www.stikeman.com

Elizabeth Pillon
Direct: 416 869 5623
Email: LPillon@stikeman.com

March 20, 2019

By E-mail

Alexander Holburn Beaudin + Lang LLP
Suite 2700-700 West Georgia St
Vancouver BC V7Y 1B8

Attention: Mr. Derek Frenette

Dear Mr. Frenette:

Re: In the matter of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. ("Quadriga") dba Quadriga CX and Quadriga Coin Exchange (collectively, the "Applicants") under the Companies' Creditors Arrangement Act (the "CCAA")

Thank you for letter dated March 18, 2019 to George Kinsman. Given that there is no longer a concern regarding chargebacks, we hereby request that you deliver the \$116,262.17 of the Applicants' property that Vopay International Inc. ("**Vopay**") is holding. Quadriga is not in a position to provide any indemnity or assurance to Vopay in respect of any claims which may exist against Vopay.

The Monitor is currently in the process of preparing motion materials to require delivery of property and information from Quadriga's third party payment processors. As part of that motion, we will be seeking an order directing Vopay to deliver \$116,262.17 to the Monitor unless Vopay delivers the funds to the Monitor prior to the filing of the materials. We will serve you with copies of our motion materials seeking such order.

Thank you for your continued cooperation in this matter.

Yours truly,



Elizabeth Pillon
EP/

cc: G. Kinsman and S. Hamilton, Ernst & Young Inc.
L. Nicholson, Stikeman Elliott LLP

Appendix “X” – Business Name Registration for Alto Bureau de Change

[Attached]



Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2019-04-01 11:39:54

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1161760005
Nom	9133-8079 QUÉBEC INC.

Adresse du domicile

Adresse	5774 rue Sherbrooke O Montréal (Québec) H4A1X1 Canada
---------	---

Adresse du domicile élu

Nom de l'entreprise	9133-8079 Quebec Inc
Nom de la personne physique	
Nom de famille	Muccari
Prénom	Giuseppe

Adresse	5774 rue Sherbrooke O Montréal (Québec) H4A1X1 Canada
---------	---

Immatriculation

Date d'immatriculation	2003-09-22
Statut	Immatriculée
Date de mise à jour du statut	2003-09-22
Date de fin de l'existence	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	2003-09-16 Constitution
Régime constitutif	QUÉBEC : Loi sur les compagnies partie 1A, RLRQ, C. C-38
Régime courant	QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1)

Dates des mises à jour

Date de mise à jour de l'état de renseignements	2018-11-16
Date de la dernière déclaration de mise à jour annuelle	2017-10-25 2017
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2019	2020-03-01
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2018	2019-03-01

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés**1^{er} secteur d'activité**

Code d'activité économique (CAE)	7129
Activité	Autres sociétés de financement des entreprises
Précisions (facultatives)	SERVICE FINANCIER

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec

De 1 à 5

Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir

Actionnaires

Premier actionnaire

Le premier actionnaire est majoritaire.

Nom de famille	Muccari
Prénom	Giuseppe
Adresse	5774 rue Sherbrooke O Montréal (Québec) H4A1X1 Canada

Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires.

Liste des administrateurs

Nom de famille	Muccari
Prénom	Giuseppe
Date du début de la charge	2014-03-01
Date de fin de la charge	
Fonctions actuelles	Président, Secrétaire, Trésorier
Adresse	5774 rue Sherbrooke O Montréal (Québec) H4A1X1 Canada

Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents**Documents conservés**

Type de document	Date de dépôt au registre
Déclaration de mise à jour courante	2018-11-16
Déclaration de mise à jour courante	2018-11-12
Déclaration de mise à jour courante	2018-07-18
Déclaration de mise à jour courante	2018-07-18
Déclaration de mise à jour courante	2018-06-18
DÉCLARATION DE MISE À JOUR ANNUELLE 2017	2017-10-25
DÉCLARATION DE MISE À JOUR ANNUELLE 2016	2017-08-04
DÉCLARATION DE MISE À JOUR ANNUELLE 2015	2017-05-30
Déclaration de mise à jour courante	2016-04-12
Déclaration de mise à jour courante	2015-07-27
DÉCLARATION DE MISE À JOUR ANNUELLE 2014	2015-07-27
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2015-07-27
Déclaration de mise à jour courante	2014-04-12
Déclaration de mise à jour courante	2014-03-01
Déclaration de mise à jour courante	2013-04-29
Déclaration de mise à jour courante	2013-03-24
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-12-11
Déclaration annuelle 2011	2011-11-30
État et déclaration de renseignements 2010	2010-12-07
État et déclaration de renseignements 2009	2009-12-12
État et déclaration de renseignements 2008	2009-07-10
Avis de défaut	2009-06-22
État et déclaration de renseignements 2007	2008-06-20
État et déclaration de renseignements 2006	2008-06-20
Avis de défaut	2008-06-09
Déclaration annuelle 2005	2006-02-24
Déclaration annuelle 2004	2005-03-18
Certificat de constitution	2003-09-22

Index des noms

Date de mise à jour de l'index des noms 2018-11-16

Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
9133-8079 QUÉBEC INC.		2003-09-16		En vigueur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
ALTO BUREAU DE CHANGE		2018-11-16		En vigueur
Alto bureau d'échange		2016-04-12	2018-11-16	Antérieur
Boutiques de change de devises	Money Exchange Stores	2013-03-24	2018-06-18	Antérieur
Bureau de change Multi Moneta		2018-07-18	2018-11-12	Antérieur
Devise Nationale		2013-03-24	2016-04-12	Antérieur
Devises Nationales		2013-04-29	2016-04-12	Antérieur
MultiMonnais	MultiMoneta	2018-07-18	2018-11-12	Antérieur



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Appendix “Y” – Correspondence between Alto and the Monitor

[Attached]



Dieppe
11 Englehart Street
Dieppe, NB E1A 7Y7
Tel: +1 506 853 3097
Fax: +1 506 859 7190

Fredericton
527 Queen Street
Suite 110
Fredericton, NB E3B 3T2
Tel: +1 506 455 8181
Fax: +1 506 455 8141

Halifax
RBC Waterside Centre
1871 Hollis Street
Suite 500
Halifax, NS B3J 0C3
Tel: +1 902 420 1080
Fax: +1 902 420 0503

Saint John
Red Rose Tea Building
5th floor
12 Smythe Street
Saint John, NB E2L 5G5
Tel: +1 506 634 7000
Fax: +1 506 634 2129

St. John's
Fortis Place
5 Springdale Street
Suite 800
St. John's, NL A1E 0E4
Tel: +1 709 726 2840
Fax: +1 709 726 0345

Ernst & Young Inc.
Atlantic Canada
ey.com

February 11, 2019

By E-mail: leo@multimoneta.com

Bureau de Change Alto
Attention: Mr. Leonard Stella
5774 Sherbrooke West, Montreal, Quebec H4A 1X1

Dear Mr. Stella:

Re: Funds of QuadrigaCX held by Bureau de Change Alto, Purthanol Canada Limited and 11084674 Canada Corporation (collectively, "Alto" or "you")

As you may know, Ernst & Young Inc. was appointed as Court-appointed Monitor (the "**Monitor**") of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. d/b/a Quadriga CX and Quadriga Coin Exchange (collectively, the "**Applicants**") pursuant to the Initial Order dated February 5, 2019 (the "**Initial Order**") of Justice Wood of the Supreme Court of Nova Scotia (the "**Court**"). A copy of the Initial Order is attached as Schedule "A" of this letter. Capitalized terms not otherwise defined in this letter have the meaning ascribed to them in the Initial Order.

We understand from the Applicants that Alto acts as a third party payment processor on behalf of the Applicants. We further understand from the Applicants that Alto is currently holding cash or cash equivalents on behalf of the Applicants (the "**Funds**") that constitutes Property under the Initial Order. Paragraph 27(b) and 28 of the Initial Order provide:

27. ... the Monitor shall be empowered on behalf of the Applicants to take any and all steps... to take possession of the following Property of the Applicants:

...

(b) the proceeds held in any bank account maintained by or financial instrumented issued in the name of, or standing to the credit of, any third [sic] payment providers, including the Third Party Payment Providers, held on behalf of the Applicants...

28. Any person in possession of any of the Property wherever situate, including any Third Party Payment Provider, shall forthwith advise the Applicants and the Monitor of the existence of any Property in such person's possession or control, shall grant immediate and continued access to the Property and information and documentation related thereto to the Applicants and the Monitor.

Pursuant to these paragraphs of the Initial Order, the Monitor hereby requests that:

1. You immediately deliver all Funds or other Property of the Applicants in your possession or in the possession of any affiliated person or entity directly to the Monitor by wiring such Funds to the account listed on Schedule "B" to this letter. If you hold any Property other than Funds we will make alternative arrangements with you to take possession of the Property; and

2. You subsequently deliver all information and documentation related to any accounts under which you hold Funds or other Property on behalf of the Applicants, including all account statements, deposit and withdraw transaction information, the identities of persons or entities depositing such Funds or other Property into the account, the identities of persons or entities receiving withdraws and/or transfers of such Funds or other Property from the account, know-your-client information collected in respect of the Applicants, and any documentation in respect of the foregoing (collectively, the **"Requested Information"**).

If you do not believe you are holding any Funds or other Property of the Applicants, the Monitor maintains its request for the Requested Information related to any accounts under which you held Funds and other Property of the Applicants at any time in the past. Additionally, if you have an objection to delivering any Funds or other Property of the Applicants or the Requested Information we request that you provide reasons for any such refusal within five (5) business days of this letter. The Monitor reserves its rights to seek further relief from the Court if it determines or believes that you or any affiliated person or entity are holding Funds, other Property or Requested Information or you refuse to deliver any Funds, other Property or Requested Information in your possession or the possession of any affiliated person or entity to the Monitor.

If you have any questions in respect of the above, please feel free to contact me.

ERNST & YOUNG INC.

acting in its capacity as the Court-appointed monitor
of Quadriga Fintech Solutions Corp; Whiteside
Capital Corporation and 0984750 B.C. Ltd.



George Kinsman, CPA, CA, CIRP, LIT

Senior Vice President

cc. E. Pillon, Stikeman Elliott LLP
M. Chiasson, Stewart McKelvey



Dieppe
11 Englehart Street
Dieppe, NB E1A 7Y7
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Fax: +1 506 859 7190

Fredericton
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Fax: +1 506 455 8141

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RBC Waterside Centre
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Fax: +1 506 634 2129

St. John's
Fortis Place
5 Springdale Street
Suite 800
St. John's, NL A1E 0E4
Tel: +1 709 726 2840
Fax: +1 709 726 0345

Ernst & Young Inc.
Atlantic Canada
ey.com

March 9, 2019

By E-mail: leo@multimoneta.com

Bureau de Change Alto
5774 Sherbrooke West
Montreal, QC H4A 1X1

Dear Mr. Leonard Stella:

Re: In the matter of Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. ("Quadriga") dba Quadriga CX and Quadriga Coin Exchange (collectively, the "Applicants") under the *Companies' Creditors Arrangement Act* (the "CCAA")

We are writing to follow up on our letter to you dated February 11, 2019, a copy of which is attached, where we requested delivery of all Property of the Applicants that you hold be delivered to the Monitor and delivery of the Requested Information (as defined in our letter dated February 11, 2019) pursuant to paragraph 28 of the Initial Order (the "**Initial Order**") of the Nova Scotia Supreme Court (the "**Court**"). To date we have not received any response to our earlier requests contained in the February 11, 2019 correspondence.

The Court has directed that you provide the Monitor with immediate access to any Property of the Applicants and information and documentation related thereto. If you do not respond to our requests in a timely manner we will seek further relief from the Court to enforce the terms of the Initial Order and recover Property and the Requested Information from you. We will serve you with motion materials in connection with any further relief sought.

We hope that it will not be necessary to involve the Court further and we remain available to discuss if you have any questions regarding the requests made in our letter dated February 11, 2019.

Yours truly,

ERNST & YOUNG INC.

in its capacity as Court-appointed Monitor
in the matter of the proposed compromise and
arrangement of Quadriga Fintech Solutions Corp.,
Whiteside Capital Corporation and 0984750 B.C. Ltd.

Per:

George Kinsman CPA, CA, CIRP, LIT

cc. E. Pillon and L. Nicholson, Stikeman Elliott LLP
Peter Wedlake, Grant Thornton LLP
Maurice Chiasson, Stewart McKelvey

Keisha Lackpatiah-Sealy

From: George Kinsman <george.c.kinsman@ca.ey.com>
Sent: Sunday, March 10, 2019 12:19 PM
To: leo stella
Cc: Elizabeth Pillon; Lee Nicholson; Maurice Chiasson; 'peter.wedlake@ca.gt.com'
Subject: RE: Quadriga Follow Up Correspondence
Attachments: cash_pickup.csv

Mr. Stella,

I understand from Quadriga management that arrangements on behalf of Quadriga were made between yourself and Anthony Varvaro of Flexepin. Two advances of funds were sent by Quadriga to your organization:

- \$160,000 – was initially processed by Mr. Gerry Cotten. The first QDX sale through Multimoneta was settled to: 14tXCUSaF2yhPxEPxwAvdXmY6AD5ZbLV8 (<https://www.blockchain.com/btc/tx/e58cac65135d404a97c9598f3bacd64a1d9c42709ec66ca5d3ac2a0ce2774a3b>); and
- \$30,000 CDN – was sent on January 18, 2019 by Mr. Aaron Matthews (as a Quadriga Third Party Payment Processor vis his company 700694 NB Inc..

Quadriga records indicate that their Customers retrieved cash (\$153,787.03) through two of your store locations.

Store 1:

Alto Financial
5774 Sherbrooke Street West, Montreal, H4A 1X1

Store 2:

Alto Financial
1705 Boulevard Des Laurentides, Suite 212, Laval, H7M2P5

In addition there was a small listing of additional customer withdrawals (to a maximum amount of \$15,339.19) that may have been processed.

Accordingly, the Quadriga records indicate there is a residual balance of undistributed Quadriga cash (\$20K - \$35K) which constitutes Property pursuant to the terms of the Initial Order currently in your possession.

I trust this additional information will assist with your review.

Regards,



George C Kinsman CPA, CA, CIRP, LIT | Partner

Ernst & Young Inc.
RBC Waterside Centre, 1871 Hollis Street, Suite 500, Halifax, Nova Scotia B3J 0C3, Canada
Direct: 902 421 6282 | Fax: 902 420 0503 | george.c.kinsman@ca.ey.com
Cell: 902 478 5152 | EY/Comm: 2554368
Website: <http://www.ey.com>
Linda Smith | Phone: 902 421 6294 | linda.r.smith@ca.ey.com

From: leo stella [mailto:leo@multimoneta.com]
Sent: Saturday, March 9, 2019 2:37 PM
To: George Kinsman <george.c.kinsman@ca.ey.com>
Cc: Elizabeth Pillon <LPillon@stikeman.com>; Lee Nicholson <leenicholson@stikeman.com>; Maurice Chiasson <mchiasson@stewartmckelvey.com>; 'peter.wedlake@ca.gt.com' <peter.wedlake@ca.gt.com>
Subject: RE: Quadriga Follow Up Correspondence

Dear Mr Kinsman

In order for us to validate your claim, please provide us with the agreements you are relying on between the companies mentioned and any of the companies under the court order. As far as we are concerned we never had any business relations with any of the companies under the court order.

Thank you

Leonard Stella

Sent from [Mail](#) for Windows 10

From: George Kinsman <george.c.kinsman@ca.ey.com>
Sent: Saturday, March 9, 2019 1:23:56 PM
To: leo stella
Cc: Elizabeth Pillon; Lee Nicholson; Maurice Chiasson; 'peter.wedlake@ca.gt.com'
Subject: Quadriga Follow Up Correspondence

Mr. Stella,

Please see attached. Kindly advise if you have any questions. We look forward to receiving a response at your earliest convenience.

Regards



George C Kinsman CPA, CA, CIRP, LIT | Partner

Ernst & Young Inc.
RBC Waterside Centre, 1871 Hollis Street, Suite 500, Halifax, Nova Scotia B3J 0C3, Canada
Direct: 902 421 6282 | Fax: 902 420 0503 | george.c.kinsman@ca.ey.com
Cell: 902 478 5152 | EY/Comm: 2554368
Website: <http://www.ey.com>
Linda Smith | Phone: 902 421 6294 | linda.r.smith@ca.ey.com

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1 Toronto, ON M5H 0B3. www.ey.com/ca To unsubscribe from commercial electronic messages / Pour vous désabonner des messages électroniques commerciaux : Unsubscribe@ca.ey.com

Appendix “Z” – E-mails from Anthony Varvaro

[Attached]

From: Aaron Matthews
To: Anthony Varvaro
Sent: Mon 11/19/2018 1:48:17 AM
Subject: Re: Cash on hand

Aaron,
We can start Tuesday October 20th, 2018. The payout in Montreal will be at the following location:

Bureau de Change Alto - 5774 Sherbrooke West, Montreal, Quebec H4A 1X1 Tel:

Business Hours: Monday thru Friday 10AM-6PM

This is a centrally located store in Montreal with plenty of parking available. In the next weeks we will add Cornwall, Ontario and then Toronto, Ontario.

The customer simply has to present themselves at the counter and state they are to collect funds from Quadriga. They need to supply an official ID (Drivers Licence or Medical Card) that matches name exactly as you input it on the Master Payout workbook shared on Google.

Payouts can be in any amount up to the balance you have in hand and in CAD / USD / EUR. You currently have CAD160,000.00

Master payout sheet on Google Docs

Insert on the Master Payout sheet all the details of the payment. In addition, email me directly at [REDACTED] the payouts. As an added security, the payout location with confirm with me via sms when presented with a payout. I will confirm its also on the email I received. This way we avoid any unauthorized additions to the Google docs sheet.

Once we see that this is working as we all think it should be, we will automate this through the use of an ewallet program called SmartyFunds.

Settlement

Funds available for payout will be settled by QDX with BTC. QDX will send to [REDACTED] a quote for the settlement. I will confirm the settlement and provide a BTC address for the transactions. QDX will use their best available customer rate.

Fees

The FX store charges 1% of the payout amount as a fee.

Conclusion

This facility is solely being used for QDX. The goal would be to give customers a great facility in order to collect withdrawals from QDX in a safe and fast manner.

In the next days we will outline how customers will be able to deposit funds at the same location and these will be available for your immediate use.

Let me know if this is clear and as you understood from our discussions.

Anthony

Sent from my iPad

On Nov 18, 2018, at 8:05 AM, Aaron Matthews [REDACTED] > wrote:

Anthony,

Thank you for the update, we are standing by for when you're ready.

On Sat, Nov 17, 2018, at 9:18 PM, Anthony Varvaro wrote:

Aaron

The cash was delivered to the FX store today. CAD160,000 and is available for withdrawals. I will set up the process tomorrow.

Anthony

Sent from my iPhone

Appendix “AA” – Bank statement from N.B. Inc.

[Attached]

CIBC Account Statement

Jan 1 to Jan 31, 2019

Transaction details (continued)

[illegible]

(continued on next page)

Appendix “AB” – Redacted listing of disbursements by Alto

[Attached]

Date	Client Name	Store Number	Gross Amount	Net Amount	Status
12/4/2018 0:34		1	2500	2400	complete
12/4/2018 18:05		1	2500	2400	complete
12/5/2018 10:38		1	2500	2400	complete
12/5/2018 21:12		1	2500	2400	complete
12/10/2018 14:31		1	2500	2400	complete
12/11/2018 12:24		1	2481.87	2382.59	complete
12/11/2018 12:27		1	2500	2400	complete
12/11/2018 12:25		1	500	480	complete
12/12/2018 16:42		1	2500	2400	complete
12/15/2018 13:44		1	171.55	164.68	complete
12/15/2018 16:45		1	2500	2475	complete
12/17/2018 16:03		1	1327.46	1274.36	complete
12/17/2018 16:00		1	1233.35	1221.01	complete
12/18/2018 15:59		1	2500	2400	complete
12/18/2018 15:59		1	2500	2400	complete
12/19/2018 11:30		1	2500	2400	complete
12/19/2018 11:32		1	1413.75	1357.2	complete
12/19/2018 11:34		1	2500	2400	complete
12/19/2018 15:50		1	1067.56	1024.85	complete
12/19/2018 16:17		1	1086.25	1042.8	complete
12/19/2018 21:39		1	2500	2400	complete
12/20/2018 16:47		1	2500	2400	complete
12/20/2018 16:45		1	2500	2400	complete
12/21/2018 15:52		1	529.72	508.53	complete
12/21/2018 15:50		1	1505	1444.8	complete
12/24/2018 18:32		1	100	96	complete
12/24/2018 18:31		1	2500	2400	complete
12/24/2018 18:30		1	1696.51	1628.64	complete
12/24/2018 18:28		1	2500	2400	complete
12/24/2018 18:27		1	186.69	179.22	complete
12/27/2018 20:01		1	100	96	complete
12/27/2018 19:58		1	2500	2400	complete
12/27/2018 20:00		1	1030	988.8	complete
12/27/2018 19:59		1	2500	2400	complete
12/27/2018 19:57		1	325.8	312.76	complete
12/28/2018 18:57		1	986	946.56	complete
12/28/2018 18:56		1	2500	2400	complete
12/31/2018 15:41		1	2500	2400	complete
12/31/2018 15:43		1	155.98	149.74	complete
12/31/2018 15:42		1	612.13	587.64	complete
1/2/2019 14:51		1	1042.84	1001.12	complete
1/3/2019 23:21		1	550	528	complete
1/3/2019 23:19		1	2500	2400	complete
1/3/2019 23:17		1	2500	2400	complete
1/3/2019 23:30		1	1583.66	1520.31	complete
1/9/2019 15:19		1	1403	1346.88	complete

1/8/2019 15:28		1	100	96 complete
1/8/2019 15:26		1	2500	2400 complete
1/8/2019 15:26		1	2500	2400 complete
1/8/2019 15:25		1	2500	2400 complete
1/8/2019 15:22		1	2500	2400 complete
1/9/2019 15:21		1	1200	1152 complete
1/14/2019 18:08		1	2500	2400 complete
1/14/2019 18:10		1	1625	1560 complete
1/14/2019 18:11		1	2500	2400 complete
1/14/2019 18:13		1	500	480 complete
1/15/2019 18:46		1	2500	2400 complete
1/15/2019 18:44		1	2500	2400 complete
1/8/2019 15:20		2	2500	2400 complete
1/8/2019 15:20		2	2500	2400 complete
1/8/2019 15:20		2	2500	2400 complete
1/8/2019 15:23		2	637.31	611.81 complete
1/8/2019 15:19		2	2500	2400 complete
1/8/2019 15:19		2	2500	2400 complete
1/9/2019 15:18		2	2500	2400 complete
1/9/2019 15:17		2	1500	1440 complete
1/10/2019 16:37		2	2500	2400 complete
1/11/2019 20:09		2	2500	2400 complete
1/11/2019 21:05		2	809.69	777.3 complete
1/14/2019 15:18		2	2500	2400 complete
1/14/2019 18:14		2	2500	2400 complete
1/14/2019 15:23		2	500	480 complete
1/14/2019 15:22		2	500	480 complete
1/15/2019 18:54		2	100	96 complete
1/15/2019 18:52		2	2500	2400 complete
1/15/2019 18:50		2	2500	2400 complete
1/15/2019 18:48		2	2427	2329.92 complete
1/16/2019 21:10		2	1050	1008 complete
1/16/2019 21:08		2	2500	2400 complete
1/16/2019 21:07		2	1967.93	1889.21 complete
1/18/2019 2:01		2	600	576 complete
1/18/2019 2:03		2	260.41	249.99 complete
1/18/2019 2:04		2	2500	2400 complete
1/18/2019 2:06		2	398.82	382.86 complete
1/18/2019 2:07		2	1520.83	1459.99 complete
1/18/2019 2:08		2	1167.59	1120.88 complete
1/18/2019 2:09		2	2500	2400 complete
1/18/2019 2:10		2	833.33	799.99 complete
1/20/2019 10:43		2	108	103.68 pending
1/22/2019 15:55		2	128.19	123.06 pending
1/23/2019 1:01		2	2500	2400 pending
1/23/2019 1:06		2	2500	2400 pending
1/24/2019 4:56		2	2500	2400 pending

1/25/2019 3:09	[REDACTED]	2	2500	2400 pending
1/26/2019 3:33	[REDACTED]	2	2500	2400 pending
1/26/2019 20:25	[REDACTED]	2	100	96 pending
1/28/2019 15:13	[REDACTED]	2	2500	2400 pending
		\$ 169,123.22		