WONDERFI TECHNOLOGIES INC.

– and –

DEAN SKURKA
ROBERT HALPERN
BEN SAMAROO
EVAN KUHN
CONG LY
CHRIS MARSH

INVESTOR RIGHTS AGREEMENT

April 2, 2023

TABLE OF CONTENTS

THIS INVESTOR RIGHTS AGREEMENT is made as of the 2nd day of April, 2023.

BETWEEN:

WONDERFI TECHNOLOGIES INC.

(the "**Company**")

-and-

DEAN SKURKA
ROBERT HALPERN
BEN SAMAROO
EVAN KUHN
CONG LY
CHRIS MARSH

(collectively, the "**WonderFi Group**")

WHEREAS the Company, Coinsquare Ltd. and Coinsmart Financial Inc. (collectively, the "**Transaction Parties**") have entered into or propose to enter into the Business Combination Agreement (as defined herein) in connection with the Transaction (as defined herein).

AND WHEREAS the Transaction Parties are seeking the support of the Transaction by each member of the WonderFi Group.

AND WHEREAS the Parties desire to set forth their agreements regarding the WonderFi Group's rights, collectively, as significant Shareholders of the Company following completion of the Transaction.

IN CONSIDERATION of the mutual promises, covenants and agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION AND EFFECTIVE DATE

1.1 Definitions

In this Agreement, the following terms have the following meanings:

"**Affiliate**" means, as to any specified Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the specified Person. For this purpose the term "control" (including the terms "controlling", "controlled by", and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise;

“**Applicable Securities Laws**” means the securities legislation in each of the provinces and territories of Canada, including all rules, regulations, instruments, policies, notices, published policy statements and blanket orders thereunder or issued by one or more of the Canadian Securities Regulatory Authorities;

“**BCBCA**” means the *Business Corporations Act* (British Columbia);

“**Board**” means the board of directors of the Company following completion of the Transaction;

“**Business Combination Agreement**” means the business combination agreement dated the date hereof between the Company, Coinsquare Ltd. and Coinsmart Financial Inc., as the same may be amended and/or amended and restated from time to time;

“**Business Day**” means a day on which banks are open for business in the City of Vancouver, British Columbia, other than a Saturday, Sunday or statutory holiday;

“**Canadian Securities Regulatory Authorities**” means, collectively, the securities regulatory authorities in each of the provinces and territories of Canada;

“**Coinsmart Group**” means Justin Hartzman, Jeremy Koven, and Michael Koral;

“**Coinsmart Group IRA**” means the investor rights agreement dated the date hereof between the Company and the Coinsmart Group;

“**Coinsmart Group Nominee**” means the one (1) Nominee selected by the Coinsmart Group from time to time in accordance with the Coinsmart Group IRA;

“**Company**” has the meaning set out in the preamble to this Agreement;

“**Director**” means a director on the Board;

“**Director Election Meeting**” means any meeting of the shareholders of the Company at which Directors are to be elected to or proposed to be removed from the Board;

“**Mogo**” means Mogo Inc. and any Permitted Transferee of Mogo Inc.;

“**Mogo IRA**” means the investor rights agreement dated the date hereof between the Company and Mogo;

“**Mogo Nominee**” means one (1) Nominee selected by Mogo from time to time in accordance with the Mogo IRA;

“**Nominee**” means, with respect to a Director Election Meeting, a nominee proposed for election as Director by the Company and included as a nominee for election as Director in the management information circular of the Company relating to such Director Election Meeting;

“**Notice**” has the meaning set out in Section 4.9 hereto;

“**Party**” or “**Parties**” means one or more of the parties to this Agreement;

“**Permitted Holder**” means any Affiliate of Mogo for the purposes of the Mogo IRA;

“**Person**” means an individual, partnership, limited partnership, corporation, company, unlimited liability company, trust, unincorporated organization, association, government, or any department or agency thereof and the successors and assigns thereof or the heirs, executors, administrators or other legal representatives of an individual;

“**Regulatory Approvals**” means any approvals required under Applicable Securities Laws, including any approval by the Toronto Stock Exchange and any successor thereto, with respect to this Agreement and the Company's obligations hereunder;

“**Shareholders**” means holders of Shares of the Company following completion of the Transaction;

“**Shares**” means the common shares in the capital of the Company;

“**Subsidiary**” means, with respect to any Person, any corporation or other entity of which the majority of voting power of (a) the voting equity securities or (b) the outstanding equity interests (calculated on a fair market value basis) is owned, directly or indirectly, by such Person;

“**Transaction**” has the meaning set out in the recitals to this Agreement; and

“**WonderFi Group Directors**” means the two (2) directors designated by the WonderFi Group for election pursuant to Article 2.

1.2 Rules of Construction

Unless the context otherwise requires, in this Agreement:

(a) “**Agreement**”, “**this Agreement**”, “**the Agreement**”, “**hereto**”, “**hereof**”, “**herein**”, “**hereby**”, “**hereunder**” and similar expressions mean or refer to this Agreement, as amended, supplemented or amended and restated from time to time, including the Schedules attached hereto or to any amendment to this Agreement, and any agreement or instrument supplemental hereto, and unless otherwise expressly stated herein, the expressions “**Article**”, “**Section**” and “**Schedule**” followed by a number or a letter mean and refer to the specified Article, Section or Schedule of this Agreement;

(b) the division of this Agreement into Articles, Sections, subsections and clauses and the insertion of headings and a table of contents are provided for convenience of reference only and shall not affect the construction or interpretation thereof and all references to designated Articles, Sections or other subdivisions or to Schedules, are references to Articles, Sections or other subdivisions or to Schedules of this Agreement;

(c) words importing the singular number only shall include the plural and *vice versa*, and words importing the use of any gender shall include all genders;

(d) the words “includes” and “including”, when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as referring to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;

(e) if any date on which any action is required to be taken under this Agreement is not a Business Day, such action will be required to be taken on the next succeeding Business Day; and

(f) reference to any statute shall be deemed to be a reference to such statute as amended, re-enacted or replaced from time to time, including every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time, and any statute or regulation which supplements or supersedes such statute or any such regulation.

1.3 Effective Date

Notwithstanding the date of execution and delivery of this Agreement by the Parties, this Agreement shall only become effective and binding upon the Parties at the Effective Time (as such term is defined in the Business Combination Agreement).

1.4 Regulatory Approvals

Notwithstanding anything to the contrary herein, the Company's obligations under this Agreement are subject to the Company's prior receipt of the Regulatory Approvals, to the satisfaction of the Company, acting reasonably.

ARTICLE 2
BOARD NOMINATION RIGHTS

2.1 Size and Composition of the Board

(a) On completion of the Transaction the Board shall initially consist of nine (9) Directors, as set forth in the Business Combination Agreement.

(b) As set forth in the Business Combination Agreement, the initial Directors, effective on completion of the Transaction shall be Michael Wekerle, Jason Theofilos, Nick Thadaney, Robert Halpern, Dean Skurka, Jeffrey Orridge, Justin Hartzman, G. Scott Paterson and Wendy Rudd, unless otherwise agreed in accordance with the Business Combination Agreement.

(c) Until the later of: (x) the date that is twenty four (24) months following date of this Agreement, and (y) the second annual general meeting of the Company following the Effective Date of the Transaction, at which directors are elected to the Board, each member of the WonderFi Group shall vote, or cause to be voted, all Shares owned by such member of the WonderFi Group, or over which such member of the WonderFi Group has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that, at each Director Election Meeting or pursuant to any written resolution of the Shareholders, the size of the Board shall be set and remain at nine (9) Directors and the Company agrees to maintain the number of Directors at nine (9) during such period; and

(d) Each member of the WonderFi Group acknowledges that the Company has or will concurrently with the execution of this Agreement enter into the Coinsmart Group IRA and the Mogo IRA in connection with the Coinsmart Group Nominee and the Mogo Nominee, respectively.

2.2 Designation of Nominees

In respect of any Director Election Meeting, for so long as the WonderFi Group, collectively, owns, controls or directs, directly or indirectly, in aggregate, 15,000,000 or more of the outstanding Shares (inclusive of Shares underlying convertible securities of the Company individually held by members of the WonderFi Group), the WonderFi Group, shall be entitled to nominate two (2) Nominees (which are initially expected to be Dean Skurka and Robert Halpern). For greater certainty, upon the first instance whereby the WonderFi Group, collectively, owns, controls or directs, directly or indirectly, in aggregate, less than 15,000,000 of the outstanding Shares (inclusive of Shares underlying convertible securities of the Company individually held by members of the WonderFi Group), the WonderFi Group shall no longer be entitled to designate Nominees pursuant to this Section 2.2.

2.3 Nomination Procedures

(a) As long as the WonderFi Group has a right to designate Nominees under Section 2.2, the Company shall notify the WonderFi Group of any Director Election Meeting at least 75 calendar days prior to the date of such Director Election Meeting, or as soon as practicable in the event of any Director Election Meeting not initiated by the Company.

(b) Within seven (7) Business Days of receipt of notice from the Company pursuant to Section 2.3(a), the WonderFi Group shall provide the Company with such documentation as reasonably required to demonstrate that the WonderFi Group holds sufficient Shares pursuant to Section 2.2, to entitle it to nominate two (2) Nominees.

(c) As long as the WonderFi Group has a right to designate two (2) Nominees under Section 2.2, the WonderFi Group may notify the Company of its Nominees at any time following receipt of the notice provided by the Company in accordance with Section 2.3(a), but no less than 60 calendar days prior to the date of any Director Election Meeting provided the WonderFi Group is provided with at least 75 calendar days' notice of such Director Election Meeting. If the WonderFi Group is provided less than 75 calendar days' notice of any Director Election Meeting, it shall have 15 calendar days to notify the Company of its Nominees at any time following receipt of such notice. If, prior to the Director Election Meeting, either Nominee (or both) designated by the WonderFi Group under Section 2.2 is unable or unwilling to serve as a Director, then the WonderFi Group will be entitled to designate a replacement or replacements, provided that such designation is provided in advance of the issuance of any management information circular relating to any Director Election Meeting or any written consent submitted to Shareholders of the Company for the purpose of electing Directors and except where the WonderFi Group would have otherwise ceased to be entitled to designate such Nominees pursuant to Section 2.2.

(d) If the WonderFi Group fails to deliver notice to the Company of its designated Nominees at least 60 calendar days prior to the date of any Director Election Meeting or within 15 calendar days following notice of a Director Election Meeting where the WonderFi Group has not been provided at least 75 calendar days' notice of such Director Election Meeting, the WonderFi Group shall be deemed to have designated the same Nominees previously designated by it that serve as the WonderFi Directors at such time, provided that such Nominees have agreed to stand for nomination.

(e) The Company shall (i) nominate for election and include in any management information circular relating to any Director Election Meeting (or submit to Shareholders by written consent, if applicable) the Persons designated as Nominees under Section 2.2, (ii) recommend (and reflect such recommendation in any management information circular relating to any Director Election Meeting or in any written consent submitted to Shareholders of the Company for the purpose of electing Directors) that the Shareholders vote to elect such Nominees as Directors for a term of office expiring at the subsequent annual meeting of the Shareholders, (iii) use reasonable commercial efforts to solicit, obtain proxies in favour of and otherwise support the election of such Nominees at the applicable Director Election Meeting, each in a manner no less favourable than the manner in which the Company supports its own Nominees for election at the applicable Director Election Meeting, and (iv) take all other reasonable steps which may be necessary or appropriate to recognize, enforce and comply with the rights of the WonderFi Group under this Article 2.

(f) The selection of Nominees, other than the Nominees designated by the WonderFi Group pursuant to Section 2.2 (including when the designation right of the WonderFi Group has not been exercised pursuant thereto), shall rest with the Board, or any committee determined by the Board.

2.4 Replacement Appointment

If either (or both) of the WonderFi Group Directors resigns, is removed or is unable to serve for any reason prior to the expiration of his or her term as a Director, then the WonderFi Group shall, subject to Section 2.3, be entitled to designate a replacement Director or Directors to be appointed by the Board as soon as reasonably practicable, except where the WonderFi Group would have otherwise ceased to be entitled to designate such Nominee or Nominees pursuant to Section 2.2.

2.5 Qualifications

Notwithstanding anything to the contrary in this Agreement, all Directors (including the WonderFi Group Directors) shall, at all times while serving on the Board, meet the qualification requirements to serve as a Director under the BCBCA, Applicable Securities Laws and the rules of any stock exchange on which the Shares are listed.

2.6 Written Consent or Resolutions

The provisions of this Article 2 applicable to Director Election Meetings shall apply *mutatis mutandis* to any written consent or resolutions of Shareholders relating to the election of Directors.

2.7 Reimbursement and Insurance

(a) The Company agrees and undertakes that, so long as the WonderFi Group has a right to nominate Directors under Section 2.2, each WonderFi Group Director shall be reimbursed by the Company for the reasonable travel and other expenses incurred by him/her to attend Board meetings consistent with Company's practices for director reimbursement. Without duplication of the foregoing, the WonderFi Group Directors shall be entitled to all compensation and reimbursement rights that are generally available to all non-employee Directors of the Company (if they are not, at the relevant time, an employee of the Company or a Subsidiary of the Company).

(b) The Company shall obtain and/or maintain from financially sound and reputable insurers Directors and Officers liability insurance in an amount and on terms and conditions reasonably determined by the Board to be adequate and will be consistent with the market practice, and will use commercially reasonable efforts to cause such insurance policies to be maintained until such time as the Board determines that such insurance should be discontinued, which in any event shall last for the term of the WonderFi Group’s Nominees’ office as Directors. In addition, the Company shall indemnify and hold harmless all of its Directors and former Directors who served as Directors at any time following the date of this Agreement, and their respective heirs and legal representatives, from and against any loss or damage incurred by them for any act or omission taken or suffered by the Director Nominee(s) in connection with acting as a Director, to the fullest extent permitted by the *Business Corporations Act* (British Columbia) (or any equivalent statute of a jurisdiction to which the Company has been continued or under which it is otherwise governed) and applicable law.

ARTICLE 3
AMENDMENTS

3.1 Amendments and Modifications

This Agreement may not be amended or modified except by an agreement in writing executed by the Parties.

3.2 Changes in Capital of the Company

At all times after the occurrence of any event which results in a change to the Shares, this Agreement will forthwith be amended and modified as necessary in order that it will apply with full force and effect, with appropriate changes, to all new securities into which the Shares are so changed, and the Parties will execute and deliver a supplemental agreement giving effect to and evidencing such necessary amendments and modifications.

ARTICLE 4
GENERAL

4.1 Application of this Agreement

The terms of this Agreement shall apply *mutatis mutandis* to any shares or other securities of the Company or any Subsidiary thereof or any successor entity that may be received by members of the WonderFi Group on a merger, amalgamation, arrangement or other reorganization of or including the Company or any Subsidiary thereof and, prior to any such action being taken, the Parties shall give due consideration to any changes that may be required to this Agreement in order to give effect to the intent of this Section 4.1.

4.2 Termination

This Agreement will automatically terminate upon the earliest to occur of the following events:

(a) the first date on which the WonderFi Group, collectively, owns, controls or directs, directly or indirectly, in aggregate, less than 15,000,000 of the outstanding Shares of the Company (inclusive of Shares underlying convertible securities of the Company individually held by members of the WonderFi Group);

(b) the Agreement is terminated by written agreement of the Parties; and

(c) the dissolution or liquidation of the Company.

4.3 Assignment

(a) This Agreement is not assignable by members of the WonderFi Group without the Company's prior written consent; and

(b) This Agreement is not assignable by the Company, except with the prior written consent of the WonderFi Group.

4.4 Specific Performance

The Parties agree that irreparable harm would occur, for which money damages would not be an adequate remedy at law, in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties may seek injunctive relief, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement without the proof of actual damages and without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law, equity or under this Agreement.

4.5 Further Assurances

Each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.6 Time

Time is of the essence of this Agreement.

4.7 Enurement

This Agreement is binding upon and enures to the benefit of the Parties and their respective successors and permitted assigns.

4.8 Public Filing

The Parties hereby consent to the public filing of this Agreement if any Party is required to do so by law or by applicable regulations or policies of any regulatory agency of competent jurisdiction or any stock exchange.

4.9 Notices to Parties

Any notice, approval, consent, information, payment, request or other communication (in this Section, a "**Notice**") to be given under or in connection with this Agreement shall be effective if in writing and (i) delivered personally, (ii) sent by e-mail, or (iii) sent by overnight courier, in each case, addressed as follows:

(a) if to the Company:

[Redacted - Confidential contact information for individuals]

(b) if to the WonderFi Group:

[Redacted - Confidential contact information for individuals]

Unless otherwise specified herein, such notices or other communications shall be deemed effective (i) on the date received, if personally delivered, (ii) on the date received if delivered by e-mail on a Business Day, or if not delivered on a Business Day, on the first Business Day thereafter and (iii) two (2) Business Days after being sent by overnight courier. Each of the Parties hereto shall be entitled to specify a different address by giving notice as aforesaid to each of the other Parties hereto.

An accidental omission in the giving of, or failure to give, a Notice required by this Agreement will not invalidate or affect in any way the legality of any meeting or other proceeding in respect of which such Notice was or was intended to be given.

4.10 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral agreements between such Parties, in connection with the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, relating to the subject matter hereof except as specifically set forth in this Agreement.

4.11 Waiver

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

4.12 Consent

Where a provision of this Agreement requires an approval or consent by a Party and written notification of such approval or consent is not delivered within the applicable time in accordance with this Agreement, then the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

4.13 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and shall be treated, in all respects, as a British Columbia contract. Each Party to this Agreement agrees (a) that any action or proceeding arising out of or relating to this Agreement may be instituted in the courts of the Province of British Columbia, waives any objection which it may have now or hereafter to the venue of any such action or proceeding, irrevocably submits to the non-exclusive jurisdiction of such courts in any such action or proceeding; (b) to be bound by any judgment of such courts and agrees not to seek, and hereby waives, any review of the merits of any such judgment by the courts of any other jurisdiction; and (c) not to commence or maintain any action, claim, cause of action or suit (in contract, delict or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof or thereof other than before the above-named court nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit (in contract, delict or otherwise), inquiry, proceeding or investigation to any court other than the above-named court whether on the grounds of inconvenient forum or otherwise. Notwithstanding the foregoing, to the extent that any Party is or becomes a party in any litigation in connection with which it may assert indemnification rights set forth in this Agreement, the court in which such litigation is being heard shall be deemed to be included in clause (a) above. Notwithstanding the foregoing, any Party may commence and maintain an action to enforce a judgment of the above-named court in any court of competent jurisdiction. Each Party hereby consents to service of process in any such proceeding in any manner permitted by the laws of British Columbia, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 4.9 is reasonably calculated to give actual notice. Any Party that commences an action hereunder in the above-named court shall not be required to post any bond in connection therewith.

4.14 Severability

If any term or other provision of this Agreement shall be determined by a court, administrative agency or arbitrator in any jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not render the entire Agreement invalid and shall not affect the validity, legality or enforceability of such term or other provision in any other jurisdiction. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent permitted under applicable law.

4.15 Counterparts

This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by a Party by facsimile or electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such Party.

[Signature page follows]

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

WONDERFI TECHNOLOGIES INC.

Per: *(signed) "Dean Skurka"*
Dean Skurka
Interim CEO

I have the authority to bind the corporation.

By: *(signed) "Dean Skurka"*
Dean Skurka

By: *(signed) "Robert Halpern"*
Robert Halpern

By: *(signed) "Ben Samaroo"*
Ben Samaroo

By: *(signed) "Evan Kuhn"*
Evan Kuhn

By: *(signed) "Cong Ly"*
Cong Ly

By: *(signed) "Chris Marsh"*
Chris Marsh