

AMALGAMATION AGREEMENT

among

FINTECHWERX INTERNATIONAL SOFTWARE SERVICES INC.

and

1378871 B.C LTD.

and

SMARTWERX SOLUTIONS INC.

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT (this “**Agreement**”) is made effective as of the 13th day of March, 2024.

AMONG:

FINTECHWERX INTERNATIONAL SOFTWARE SERVICES INC., a company incorporated under the laws of the Province of British Columbia and having its registered office at 315 – 1275 West 6th Avenue, Vancouver, B.C., V6H 1A6

(“**FintechWerx**”)

AND:

1378871 B.C LTD., a company incorporated under the laws of the Province of British Columbia and having an office at 315 – 1275 West 6th Avenue, Vancouver, B.C., V6H 1A6

(“**NumberCo**”)

AND:

SMARTWERX SOLUTIONS INC., a company incorporated under the laws of the Province of British Columbia and having an office at 315 – 1275 West 6th Avenue, Vancouver, B.C., V6H 1A6

(“**SmartWerx**”)

WHEREAS:

- A. The common shares of FintechWerx are listed for trading on the Canadian Securities Exchange (the “**Exchange**”) under the symbol “**WERX**”;
- B. NumberCo is a private company that owns certain intellectual property pertaining to email money transfers that is currently being licensed by SmartWerx (the “**Technology**”);
- C. SmartWerx is a wholly-owned subsidiary of FintechWerx and is currently a party to a licensing arrangement with NumberCo whereby SmartWerx has the right to distribute the Technology to third parties;
- F. FintechWerx, NumberCo and SmartWerx propose a business combination whereby NumberCo and SmartWerx will amalgamate under Section 269 of the BCBCA on the terms described in this Agreement, and will continue as Amalco, a wholly-owned subsidiary of FintechWerx and in connection therewith, FintechWerx proposes to issue

securities of FintechWerx to the securityholders of NumberCo as hereinafter provided; and

- G. NumberCo and SmartWerx will each require the approval of their respective shareholders for the Amalgamation and this Agreement pursuant to the requirements of the BCBCA.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby covenant and agree each with the others as follows:

ARTICLE 1 DEFINITIONS, INTERPRETATION AND SCHEDULES

1.1 Definitions

In this Agreement, including the preamble hereto, unless the context otherwise requires, the following words shall have the following meanings:

“**Affiliate**” has the meaning ascribed to it under the BCBCA;

“**Agreement**” means this amalgamation agreement, together with the schedules attached hereto, as amended, restated or supplemented from time to time;

“**Amalco**” means the corporation resulting from the Amalgamation;

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

“**Amalgamation**” means the amalgamation of NumberCo and SmartWerx pursuant to Section 269 of the BCBCA on the terms and conditions set forth in this Agreement, subject to any amendment thereto in accordance herewith;

“**Amalgamation Application**” means the amalgamation application that will be filed with the Registrar under subsection 275(1)(a) of the BCBCA in order to give effect to the Amalgamation;

“**Applicable Securities Laws**” means the securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders having the force of law, in force from time to time in any applicable jurisdiction, including without limitation, the Provinces of British Columbia;

“**Articles of Amalco**” means the articles of Amalco, substantially in the form attached hereto as Schedule B;

“**Authorization**” means, with respect to any Person, any order, permit, approval, grant, consent, waiver, license, certificate, judgment, writ, award, determination, exemption, direction, decision, decree, bylaw, rule, regulation, registration or similar authorization of, from or required by any Governmental Entity having jurisdiction over the Person;

“**BCBCA**” means the *Business Corporations Act* (British Columbia), and the regulations promulgated thereunder, as amended from time to time;

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

“**Certificate of Amalgamation**” means the certificate of amalgamation to be issued by the Registrar in respect of the Amalgamation in accordance with Subsection 281 of the BCBCA;

“**Claim**” means any claim, demand, complaint, action, grievance, proceeding, investigation, suit, cause of action, assessment or reassessment, charge, judgment, order, writ, injunction, decree, debt, liability, expense, cost, damage or loss, contingent or otherwise, judicial, administrative or otherwise (including legal fees on a solicitor and his or her own client basis and other professional fees and all costs incurred in investigating or pursuing any of the foregoing or any proceeding);

“**Closing**” means the completion of the transactions contemplated by this Agreement, including the Amalgamation set forth herein and the issuance of securities of FintechWerx to securityholders of NumberCo, which shall take place on the Effective Date;

“**Contract**” means any note, mortgage, indenture, non-governmental permit or license, franchise, lease or other contract, agreement, commitment or arrangement binding upon FintechWerx or NumberCo, as the case may be;

“**Effective Date**” means the date shown on the Certificate of Amalgamation, which shall be no less than five Business Days after the date of this Agreement;

“**Effective Time**” means the earliest moment in time (Vancouver time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date;

“**EMT License Agreement**” means the license agreement, as amended and restated, between NumberCo and SmartWerx, dated August 1, 2023;

“**Encumbrance**” means any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, Contract or otherwise) capable of becoming any of the foregoing;

“**Exchange**” means the Canadian Securities Exchange;

“**Exchange Ratio**” means 1.25 FintechWerx Shares for each NumberCo Share;

“**FintechWerx**” has the meaning ascribed thereto on the first page of this Agreement;

“**FintechWerx Board**” means the board of directors of FintechWerx, as constituted from time to time;

“**FintechWerx Parties**” means, collectively, FintechWerx and SmartWerx;

“**FintechWerx Public Disclosure Record**” means the entirety of the public documents filed by FintechWerx on SEDAR+ under FintechWerx’s SEDAR+ profile;

“**FintechWerx Resolution**” means the resolution of the FintechWerx Board authorizing entry into the Agreement;

“**FintechWerx Shareholders**” means, at any time, the holders of outstanding FintechWerx Shares;

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

“**Governmental Entity**” means any applicable (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) subdivision, agent, commission, board or authority of any of the foregoing; (c) quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) stock exchange, including the Exchange;

“**IFRS**” means International Financial Reporting Standards, as adopted by the International Accounting Standards Board, as amended from time to time;

“**Indebtedness**” means, with respect to any Person, without duplication, as of the date of determination: (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all lease obligations of such Person capitalized on the books and records of such Person, (iv) all Indebtedness of others secured by a Lien on property or assets owned or acquired by such Person, whether or not the Indebtedness secured thereby have been assumed, (v) all letters of credit, bank guarantees, surety bonds or performance bonds issued for the account of such Person, to the extent drawn upon, (vi) all guarantees of such Person of any Liabilities of any other Person other than a wholly owned subsidiary of such Person, (vii) all obligations (including accrued interest) without duplication under a contract that is or would be recorded on a balance sheet pursuant to IFRS, (viii) all cash overdrafts and payments in process; (ix) any unfunded pensions or deferred compensation to any employee; (x) Liabilities relating to or arising out of any interest rate swap, forward contract or other hedging or derivative arrangement (assuming such arrangements were terminated on the date of determination); (xi) refundable grants from any Governmental Entity and (xii) accrued and unpaid interest, prepayment fees or penalties, expenses, make-whole payments, termination costs, breakage costs or other amounts owing in respect of all items in clauses (i) through (xi) above;

“**Laws**” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, statutory body or self-regulatory authority, and the term “applicable” with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity (or any other Person) having jurisdiction over the aforesaid Person or Persons or its or their business, undertaking, property or securities;

“**Liability**” means any and all debts, liabilities, claims, demands, losses, costs, damages and obligations, whether known or unknown, fixed, contingent or absolute, matured or unmatured, accrued or not accrued, determined or determinable, secured or unsecured, disputed or undisputed, subordinated or unsubordinated, or otherwise;

“**Liens**” means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances, encroachments, options, adverse rights or claims or other third Person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

“**Material Adverse Change**” means any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or would reasonably be expected to have, a Material Adverse Effect on the FintechWerx Parties or NumberCo, as applicable, on a consolidated basis;

“**Material Adverse Effect**” means any change, effect, event, occurrence or state of facts that, individually or in the aggregate, with other such changes, effects, events, occurrences or states of facts, is or would reasonably be expected to be material and adverse to the business, properties, operations, results of operations or financial condition of the FintechWerx Parties or NumberCo, as applicable, on a consolidated basis, except any change, effect, event, occurrence or state of facts resulting from or relating to:

- (a) the announcement of the execution of this Agreement or any transactions contemplated herein, or communication by the applicable Party of its plans or intentions with respect to the other Party and/or any of its subsidiaries;
- (b) changes in the United States and Canadian economies in general or the United States and Canadian capital or currency markets in general;
- (c) the threat, commencement, occurrence or continuation of any war, armed hostilities, acts of environmental groups, civil strife, or acts of terrorism;
- (d) any change in applicable Laws or in the interpretation thereof by any Governmental Entity;
- (e) any change in IFRS;
- (f) any natural disaster;
- (g) any change relating to foreign currency exchange rates; or
- (h) changes affecting the Party’s industry generally,

provided that, in the case of any changes referred to in clauses (b) to (h) above, such changes do not have a materially disproportionate effect on the applicable Party relative to comparable companies;

“**Material Contract**” means any Contract entered into by NumberCo or the FintechWerx Parties, as applicable, (i) which has payment obligations on the part of such Party that exceed \$5,000, (ii) which has been entered into out of the ordinary course of business, (iii) for which breach, non-performance, cancellation or failure to renew could reasonably be expected to have a Material Adverse Effect on such Party, (iv) pursuant to which any payment or third party consent may be triggered in connection with such Party entering into this Agreement or carrying out the

transactions contemplated thereby, or (v) which can reasonably be regarded as material to a securityholder of such Party;

“**NumberCo**” has the meaning ascribed thereto on the first page of this Agreement;

“**NumberCo Board**” means the board of directors of NumberCo, as constituted from time to time;

“**NumberCo Dissent Rights**” means the dissent rights exercisable by the NumberCo Shareholders in connection with the Amalgamation pursuant to Section 272 of the BCBCA;

“**NumberCo Intellectual Property**” means domestic and foreign: (a) patents, applications for patents and reissues, divisions, continuations, renewals, extensions, and continuations-in-part of patents and patent applications; (b) proprietary and non-proprietary business information, including inventions, improvements, trade secrets, know-how, methods, processes, designs, technology, technical data and documentation relating to any of the foregoing; (c) trade-marks (both registered and unregistered), trade names, business names, corporate names, domain names, website names and website addresses, trade dress and logos, and the goodwill associated with any of the foregoing; (d) copyrights, copyright registrations and applications for copyright registrations; and (e) any other proprietary information or intellectual property owned or controlled by NumberCo;

“**NumberCo Resolution**” means the unanimous consent resolution of the NumberCo Shareholders approving the Amalgamation;

“**NumberCo Shareholder Approval**” means the unanimous consent approval of the NumberCo Shareholders for the NumberCo Resolution;

“**NumberCo Shareholders**” means the holders of NumberCo Shares as set forth in Schedule A of this Agreement;

“**NumberCo Shares**” means the authorized common shares without par value in the capital of NumberCo;

“**Party**” means, as the context requires, either NumberCo, FintechWerx or SmartWerx, and “**Parties**” means two or more of them, as applicable;

“**Person**” means any individual, firm, partnership, joint venture, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

“**Privacy Laws**” means all Laws relating to privacy or data protection, including without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada);

“**Proceeding**” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted, heard by or before, or otherwise involving, any Governmental Entity;

“**Registrar**” means the registrar appointed under section 400 of the BCBCA;

“Representatives” means, collectively, in respect of a Person and its subsidiaries, its and their directors, officers, employees, agents, representatives and any financial advisor, law firm, accounting firm or other;

“Securities Act” means the *Securities Act* (British Columbia);

“Securities Authorities” means the federal, state and provincial securities commissions and/or other securities regulatory authorities in Canada and any stock exchanges or other self-regulatory agencies having authority over FintechWerx or NumberCo (as applicable), including the Exchange;

“Securities Laws” means the Securities Act, together with all other applicable Canadian provincial securities laws, rules and regulations and published policies thereunder, as now in effect and as they may be promulgated or amended from time to time;

“SEDAR+” means the Canadian System for Electronic Document Analysis and Retrieval;

“SmartWerx” has the meaning ascribed thereto on the first page of this Agreement;

“SmartWerx Board” means the board of directors of SmartWerx;

“SmartWerx Resolution” means the unanimous consent resolution of the sole shareholder of SmartWerx approving the Amalgamation;

“SmartWerx Shares” means common shares in the capital of SmartWerx;

“Tax” and **“Taxes”** means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes (including, without limitation, taxes relating to the transfer of interests in real property or entities holding interests therein), franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, Canada Pension Plan contributions, excise, severance, social security, workers’ compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

“Tax Act” means the *Income Tax Act* (Canada);

“Technology” has the meaning ascribed to it in Recital B; and

“Transfer Agent” means Endeavor Trust Company, the transfer agent for the FintechWerx Shares.

In addition, words and phrases used herein and defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.2 Headings, Original Agreement, etc.

The division of this Agreement into articles, sections and subsections and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions refer to this Agreement and the schedules attached hereto and not to any particular article, section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto or thereto.

1.3 Number and Gender

In this Agreement, unless the context otherwise requires, words importing the singular only shall include the plural and vice versa and words importing the use of either gender shall include both genders and neuter.

1.4 Date for any Action

If the date on which any action required to be taken hereunder by any Party is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.5 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute or regulation in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation.

1.6 Currency

Unless otherwise stated, all references in this Agreement to dollar amounts are expressed in Canadian currency.

1.7 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under, and all determinations of an accounting nature required to be made hereunder shall be made in a manner consistent with, IFRS.

1.8 Meaning of “Ordinary and Regular Course of Business”

In this Agreement the phrase “in the ordinary and regular course of business” shall mean and refer to those activities that are normally conducted by management of corporations engaged in the businesses of NumberCo or FintechWerx, as applicable, without any need for the approval of the board of directors thereof.

1.9 Schedules

The following schedules are attached to, and are deemed to be incorporated into and form part of, this Agreement:

Schedule "A" - NumberCo Shareholders

Schedule "B" - Articles of Amalco

ARTICLE 2 THE AMALGAMATION

2.1 Terms of Amalgamation

FintechWerx, SmartWerx and NumberCo hereby covenant and agree to implement the Amalgamation in accordance with the terms and subject to the conditions of this Agreement, as follows:

- (a) as soon as reasonably practicable following execution and delivery of this Agreement, FintechWerx shall, in its capacity as the sole shareholder of SmartWerx, approve and execute the SmartWerx Resolution;
- (b) as soon as reasonably practicable following the execution and delivery of this Agreement, NumberCo shall obtain the NumberCo Shareholder Approval for the NumberCo Resolution;
- (c) following approval of (i) the SmartWerx Resolution by FintechWerx and (ii) the NumberCo Resolution by the NumberCo Shareholders, NumberCo and SmartWerx shall jointly complete and file the Amalgamation Application with the Registrar to give effect to the Amalgamation in accordance with the requirements of the BCBCA;
- (d) at the Effective Time, SmartWerx and NumberCo shall amalgamate and continue as one company, being Amalco, pursuant to the provisions of Section 269 of the BCBCA;
- (e) at the Effective Time:
 - (i) all of the holders of NumberCo Shares outstanding immediately prior to the Effective Time, as set forth in Schedule "A" of this Agreement, shall receive, in exchange for their NumberCo Shares, such number of FintechWerx Shares that is equal to the Exchange Ratio; and
 - (ii) all of the SmartWerx Shares outstanding immediately prior to the Effective Time shall be exchanged for an equal number of Amalco Shares and the SmartWerx Shares shall be deemed to have been cancelled as of the Effective Time;
- (f) with respect to each NumberCo Share exchanged in accordance with Section 2.1(e)(i):
 - (i) the NumberCo Shareholders shall cease to be the holders of such NumberCo Shares and the name of such NumberCo Shareholder shall be removed from the applicable register of holders of such NumberCo Shares, as the case may be;

- (ii) the Numberco Shares shall be deemed to have been cancelled as of the Effective Date, and any and all rights the Numberco Shareholders may have in or to any securities of Numberco shall automatically (without any further action) be absolutely terminated and cancelled; and
 - (iii) the Numberco Shareholders thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to exchange or transfer such securities in accordance with Section 2.1(f); and
- (g) the Articles of Amalco shall be in the form attached hereto as Schedule "A".

2.2 Fractional Shares

No fractional FintechWerx Shares will be issued in connection with the Amalgamation. Where a NumberCo Shareholder would otherwise be entitled to receive a fraction of a FintechWerx Share, the number of FintechWerx Shares to be issued to such NumberCo Shareholder will be rounded down to the nearest whole number.

2.3 Effective Date

The Amalgamation shall be completed on the Effective Date and shall be effective at the Effective Time.

2.4 Effecting the Amalgamation

Subject to the rights of termination contained in Article 8, and the other conditions contained in Article 7 being complied with or waived, NumberCo and SmartWerx shall file with the Registrar the Amalgamation Application and deliver such other documents as may be required in order to effect the Amalgamation as soon as practicable after NumberCo obtains the NumberCo Shareholder Approval and FintechWerx approves the SmartWerx Resolution.

2.5 Name of Amalco

The Parties agree that the name of Amalco shall be "SmartWerx Solutions Inc.".

2.6 Registered Office of Amalco

The Parties agree that the address of the registered and records office of Amalco shall be 315 - 1275 West 6th Avenue, Vancouver, B.C., V6H 1A6.

2.7 Authorized Capital of Amalco

The Parties agree that Amalco shall be authorized to issue an unlimited number of common shares (being the Amalco Shares) and an unlimited number of preferred shares.

2.8 Fiscal Year

The fiscal year end of Amalco shall be April 30 of each calendar year.

2.9 Initial Directors of Amalco

The number of directors of Amalco, until changed in accordance with the Articles of Amalco, will be five. The Parties agree that the first directors of Amalco shall be the following individuals:

| <u>Name</u> | <u>Municipality of Residence</u> |
|------------------------------|----------------------------------|
| Francisco Kent Carasquero | Vancouver, BC, Canada |

2.10 Initial Officers of Amalco

The first officers of Amalco shall be the person whose name and position appears below:

| <u>Name</u> | <u>Position</u> |
|------------------------------|-------------------------|
| Francisco Kent Carasquero | Chief Executive Officer |
| Nafees Khan | President |
| Vikash Reddy | Chief Technical Officer |

2.11 Withholding Taxes

FintechWerx and SmartWerx will be entitled to deduct and withhold from the FintechWerx Shares deliverable to any former NumberCo Shareholder such amounts as FintechWerx or SmartWerx may be required to deduct and withhold therefrom under any provision of applicable Laws in respect of Taxes. To the extent that any amounts are so deducted and withheld, such amounts will be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid. FintechWerx or SmartWerx may sell or otherwise dispose of (or direct the disposition or sale of) any portion of the FintechWerx Shares issuable to a former NumberCo Shareholder as is necessary to provide sufficient funds to enable FintechWerx or SmartWerx to comply with such deduction and/or withholding requirements, and the former NumberCo Shareholder will co-operate to complete any such sale or disposition and will lose all rights in respect of the FintechWerx Shares if they do not co-operate as requested.

2.12 Acknowledgement of Escrow Conditions

NumberCo further agrees that the NumberCo Shareholders will enter into an escrow arrangement in respect of the FintechWerx Shares such that the FintechWerx Shares issued to each NumberCo Shareholder shall be held in escrow by FintechWerx and released from escrow as follows:

- (a) 10% of the FintechWerx Shares released on the Effective Date; and
- (b) 15% of the remaining balance of FintechWerx Shares released every six months following the Effective Date,

or as otherwise determined by FintechWerx and agreed to in writing by the NumberCo Shareholders.

2.13 Resale Restrictions

Each NumberCo Shareholder will receive seven certificates representing the FintechWerx Shares issued in exchange for such NumberCo Shareholder's NumberCo Shares. The certificates will bear legends substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY SHALL NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED BEFORE [MARCH 28, 2024 OR THE DATE THAT IS 6 MONTHS, 12 MONTHS, 18 MONTHS, 24 MONTHS, 30 MONTHS, or 36 MONTHS, AS APPLICABLE] FOLLOWING [THE EFFECTIVE DATE] UNLESS CONSENTED TO BY THE COMPANY."

2.14 Actions to Satisfy Conditions

Each of NumberCo and FintechWerx shall take all such actions as are within its power to control and to use commercially reasonable efforts to cause other actions to be which are not within its power or control, so as to ensure compliance with all of the applicable conditions precedent as set forth in this Agreement.

2.15 Vesting of Assets and Assumption of Liabilities

From the Effective Date, Amalco is seized of and holds and possesses all the property, rights and interests and is subject to all the debts, liabilities and obligations of each of NumberCo and SmartWerx without further deeds, transfers or conveyances, as fully and effectually and to all intents and purposes as if held or borne by each of NumberCo and SmartWerx respectively immediately prior to the Effective Date, and the directors of Amalco will have full power to carry the amalgamation into effect and to perform such acts as are necessary or proper for such purposes, including satisfying any obligations to dissenting shareholders, and each shareholder of SmartWerx and NumberCo will be bound by the terms of this Agreement.

2.16 Creditors' Rights, Liens

The rights of creditors against the property, rights and assets of NumberCo and SmartWerx and all liens upon their respective property, rights and assets, will be unimpaired by the Amalgamation, and all debts, contracts, liabilities and duties of each of NumberCo and SmartWerx will from the Effective Date attach to Amalco and may be enforced against it.

ARTICLE 3 SHAREHOLDER CONSENT

3.1 NumberCo Consent Resolution

The Parties acknowledge and agree that NumberCo may obtain shareholder approval of this Agreement by way of consent resolution.

3.2 SmartWerx Consent Resolution

The Parties acknowledge and agree that SmartWerx may obtain shareholder approval of this Agreement by way of consent resolution signed by FintechWerx as the sole shareholder of SmartWerx.

3.3 Preparation of Filings

The Parties will co-operate in the preparation of any application for any required Authorization and any other orders, registrations, consents, filings, rulings, exemptions, no-action letters and approvals, and in the preparation of any documents, reasonably deemed by any of the Parties to be necessary to discharge its respective obligations under this Agreement or otherwise advisable under Applicable Laws.

ARTICLE 4 MUTUAL ACKNOWLEDGEMENT

4.1 Obligations under the EMT License Agreement

The FintechWerx Parties and NumberCo mutually agree that any present and future obligations of the FintechWerx Parties and NumberCo under the EMT License Agreement shall be of no further force or effect as of the Effective Date.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of FintechWerx Parties

FintechWerx hereby represents and warrants to NumberCo and hereby acknowledges that NumberCo is relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Amalgamation, that:

- (a) Each of FintechWerx and SmartWerx has been incorporated and validly exists under the laws of the jurisdiction of its incorporation and is in good standing under applicable corporate laws and has full corporate and legal power and authority to own its property and assets and to conduct its business as currently owned and conducted. FintechWerx and SmartWerx are duly qualified to conduct business and are in good standing in each jurisdiction in which the character of their properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have a Material Adverse Effect in respect of FintechWerx or SmartWerx;
- (b) FintechWerx is the registered and beneficial owner of all of the issued and outstanding shares of SmartWerx. Other than as disclosed in the FintechWerx Public Disclosure Record, neither FintechWerx nor SmartWerx has any other subsidiaries and does not hold any shares or securities of any other entity and is not affiliated with, nor is it a holding corporation of, any other body corporate;
- (c) FintechWerx and SmartWerx has all necessary corporate power, authority and capacity to enter into this Agreement, and to perform its obligations hereunder. The execution and

delivery of this Agreement by FintechWerx and SmartWerx and the completion by FintechWerx and SmartWerx of the transactions contemplated hereby have been authorized by the FintechWerx Board and the SmartWerx Board, and subject to obtaining approval of the Registrar, no other corporate proceedings on the part of FintechWerx or SmartWerx are necessary to authorize this Agreement or the filing of the Amalgamation Application with the Registrar. This Agreement has been executed and delivered by FintechWerx and SmartWerx and constitutes a legal, valid and binding obligation of FintechWerx and SmartWerx, enforceable against FintechWerx and SmartWerx in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by FintechWerx and SmartWerx of this Agreement and the performance by each of FintechWerx and SmartWerx of its obligations hereunder and the completion of the transactions contemplated hereby, do not and will not:

- (i) result in a violation, contravention or breach, constitute a default under, or entitle any third party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of:
 - (A) the notice of articles and articles of FintechWerx or SmartWerx or the constating documents of FintechWerx or SmartWerx;
 - (B) any applicable Law or rule or policy of the Exchange (except that the approval of the Exchange, which is required for the completion by FintechWerx of the transactions contemplated hereby, will be applied for by FintechWerx but has not been obtained as of the date hereof); or
 - (C) any Material Contract to which FintechWerx or SmartWerx is bound or is subject to or of which FintechWerx and SmartWerx is the beneficiary,

in each case, which would, individually or in the aggregate, have a Material Adverse Effect on FintechWerx or SmartWerx;
- (d) No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by FintechWerx or SmartWerx in connection with the execution and delivery of this Agreement or the consummation by FintechWerx and SmartWerx of the transactions contemplated hereby other than:
 - (i) the approval of the SmartWerx Resolution;
 - (ii) filings required under the BCBCA;
 - (iii) such registrations and other actions required under Applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of Amalco; and

- (iv) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on FintechWerx;
- (e) The FintechWerx Board has:
 - (i) determined that the Amalgamation is in the best interests of FintechWerx; and
 - (ii) authorized the entering into of this Agreement and authorized the performance of FintechWerx's obligations hereunder by approving the FintechWerx Resolution;
- (f) FintechWerx is a reporting issuer in good standing in the province of British Columbia. The FintechWerx Shares are listed on the Exchange and, to the knowledge of FintechWerx, FintechWerx is in material compliance with the rules and regulations of the Exchange; and
- (g) The FintechWerx Shares will, upon issuance in accordance with the terms of this Agreement, be duly and validly issued, fully paid and non-assessable.

5.2 Representations and Warranties of NumberCo

NumberCo hereby represents and warrants to FintechWerx and SmartWerx, and hereby acknowledges that the FintechWerx Parties are relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Amalgamation, as follows:

- (a) NumberCo is a corporation duly incorporated or an entity duly created and validly existing under the applicable Laws of its jurisdiction of incorporation, continuance or creation and has all necessary power and authority to own its property and assets and to conduct its business as now owned and conducted. NumberCo is duly qualified to conduct business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have a Material Adverse Effect in respect of NumberCo;
- (b) The authorized capital of NumberCo consists of an unlimited number of common shares without par value of which, as of the date of this Agreement, only the NumberCo Shares set forth in schedule "A" of this Agreement were outstanding as fully paid and non-assessable shares in the capital of NumberCo;
- (c) As of the date of this Agreement, NumberCo has no options, warrants, stock appreciation rights, restricted stock units, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by NumberCo of any securities of NumberCo (including NumberCo Shares), or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of NumberCo (including NumberCo Shares);

- (d) All outstanding NumberCo Shares have been duly authorized and validly issued and are fully paid and non-assessable. The NumberCo Shares have been issued in compliance with all applicable Laws and Securities Laws;
- (e) There are no securities of NumberCo outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the holders of the outstanding NumberCo Shares on any matter. There are no outstanding contractual or other obligations of NumberCo to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any of its outstanding securities. There are no outstanding bonds, debentures or other evidences of Indebtedness of NumberCo having the right to vote with the holders of the outstanding NumberCo Shares on any matters;
- (f) NumberCo is not a party to any shareholder, pooling, voting trust or other similar agreement or arrangement relating to the issued and outstanding shares in the capital of NumberCo or pursuant to which any Person may have any right or claim in connection with any existing or past equity interest in NumberCo and NumberCo has not adopted a shareholder rights plan;
- (g) NumberCo has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by NumberCo as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by NumberCo and the completion by NumberCo of the transactions contemplated by this Agreement have been authorized by the NumberCo Board, and subject to obtaining the NumberCo Shareholder Approval in the manner contemplated herein, no other corporate proceedings on the part of NumberCo are necessary to authorize this Agreement or the completion by NumberCo of the transactions contemplated hereby. This Agreement has been executed and delivered by NumberCo and constitutes a legal, valid and binding obligation of NumberCo, enforceable against NumberCo in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by NumberCo of this Agreement and the performance by it of its obligations hereunder and the completion of the transactions contemplated hereby, do not and will not:
 - (i) result in a violation, contravention or breach, or constitute a default under, or entitle any third party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of:
 - (A) its constating documents;
 - (B) any Laws, regulation, order, judgment or decree applicable to NumberCo or its or its properties or assets; or
 - (C) any Material Contract to which NumberCo is bound or is subject to or of which NumberCo is the beneficiary,

- in each case, which would, individually or in the aggregate, have a Material Adverse Effect on NumberCo;
- (ii) give rise to any right of purchase or sale, right of first refusal or right of first offer, trigger any change in control provision or any restriction or limitation under, any provision of any Material Contract of NumberCo or any material Authorization to which NumberCo is a party or to which NumberCo' properties or assets are bound;
 - (iii) give rise to any right of termination, cancellation, suspension or acceleration, allow any Person to exercise any material right, or cause or permit the termination, cancellation, suspension, acceleration or other change of any material right or obligation or the loss of any material benefit to which NumberCo is entitled under, any provision of any Material Contract of NumberCo or any material Authorization to which NumberCo is a party or to which NumberCo' properties or assets are bound; or
 - (iv) result in the imposition of any Lien upon any of the property or assets of NumberCo (whether owned or leased), or restrict, hinder, impair or limit the ability of NumberCo to conduct its business as and where it is now being conducted, except as would not, individually or in the aggregate, have a Material Adverse Effect in respect of NumberCo;
- (h) The execution, delivery and performance by NumberCo of its obligations under this Agreement and the consummation by NumberCo of the Amalgamation and the other transactions contemplated by this Agreement do not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by NumberCo other than:
- (i) the NumberCo Shareholder Approval;
 - (ii) filings required under the BCBCA and the issuance of the Certificate of Amalgamation; and
 - (iii) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on NumberCo;
- (i) The NumberCo Board has unanimously:
- (i) determined that the Amalgamation is in the best interests of NumberCo;
 - (ii) determined to recommend that the NumberCo Shareholders vote in favour of the NumberCo Resolution; and
 - (iii) authorized the entering into of this Agreement, and the performance of NumberCo's obligations hereunder;

- (j) NumberCo has performed in all material respects all of its obligations required to be performed by it under the Material Contracts of NumberCo. All such Material Contracts are in full force and effect, and NumberCo is entitled to all rights and benefits thereunder in accordance with the terms thereof. NumberCo has not waived any material rights under such Material Contracts and no material default or breach exists in respect thereof on the part of NumberCo, to the knowledge of NumberCo, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, would constitute such a default or breach or trigger a right of termination of any of such Material Contracts;
- (k) No consents, approvals or notices are required to be obtained from, or given to, any third party under any Material Contract of NumberCo in order for NumberCo to proceed with the execution and delivery of this Agreement and the consummation of the Amalgamation and the other transactions contemplated by this Agreement;
- (l) There are no waivers, consents, notices or approvals required to complete the transactions contemplated under this Agreement from other parties to the Material Contracts of NumberCo;
- (m) There is no Claim, audit, indictment or investigation against or involving NumberCo or any of its properties or assets pending or, to the knowledge of NumberCo, threatened which, if adversely determined, would reasonably be expected to have a Material Adverse Effect in respect of NumberCo or would significantly impede the ability of NumberCo to consummate the Amalgamation and, to the knowledge of NumberCo, no event has occurred which would reasonably be expected to give rise to any such Claim, audit, indictment or investigation. Neither NumberCo nor any of its assets or properties is subject to any outstanding judgment, order, writ, injunction or decree material to NumberCo taken as a whole;
- (n) NumberCo has obtained and is in compliance with all material Authorizations necessary for the ownership, operation and use of the assets of NumberCo or otherwise required in connection with carrying on the business and operations of NumberCo. All such Authorizations are in full force and effect, and, to the knowledge of NumberCo, no suspension or cancellation thereof has been threatened, except for cancellation of such Authorizations as would not, individually or in the aggregate, have a Material Adverse Effect in respect of NumberCo. There is no action, investigation or proceeding pending or, to the knowledge of NumberCo threatened, regarding any such Authorizations, which if successful would, individually or in the aggregate, have a Material Adverse Effect in respect of NumberCo. Neither NumberCo nor, to the knowledge of NumberCo, any of its directors or officers, has received any notice, whether written or oral, of revocation or non-renewal or material amendments of any such Authorizations except for revocations, non-renewals or amendments which would not, individually or in the aggregate, have a Material Adverse Effect in respect of NumberCo. None of such Authorizations will in any way be affected by, or terminate or lapse by reason of, or require notice as a result of, the execution and delivery of this Agreement by NumberCo or the consummation by NumberCo of the Amalgamation or the other transactions contemplated by this Agreement;

- (o) To the knowledge of NumberCo, NumberCo has complied with, and is not in violation of, any applicable Laws, other than such non-compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on NumberCo;
- (p) NumberCo has not received any written notices or other written correspondence from any Governmental Entity regarding any material violation (or any investigation, inspection, audit, or other proceeding by any Governmental Entity involving allegations of any material violation) of any Law. To the knowledge of NumberCo, no investigation, inspection, audit or other proceeding by any Governmental Entity involving allegations of any material violation of any Law is threatened or contemplated;
- (q) The operations of NumberCo are and have been conducted at all times in compliance, in all material respects, Privacy Laws and no Claim by or before any Governmental Entity involving NumberCo with respect to the Privacy Laws is pending or, to the knowledge of NumberCo, threatened;
- (r) NumberCo is not a party to any Contract providing for termination notice, payment in lieu of termination notice, change of control payments, or severance payments to, or any employment or consulting agreement with, any director, officer or employee of NumberCo other than such arising from any applicable Law;
- (s) Other than employment or compensation arrangements entered into in the ordinary course of business, no director, officer, employee, independent contractor or agent of NumberCo or a holder of record or beneficial owner of 10% or more of the NumberCo Shares or an associate or an Affiliate of any such Person, is a party to, or beneficiary of, any loan, guarantee, Contract, arrangement or understanding or other transaction with NumberCo;
- (t) There is no Contract or Authorization binding upon NumberCo that has or could reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of NumberCo or any of its Affiliates or the conduct of business by NumberCo or any of its Affiliates (including following consummation of the Amalgamation) other than any Contract or Authorization containing any such prohibition or restriction which has not had and would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect in respect of NumberCo;
- (u) NumberCo has reasonable grounds for believing that no creditor of NumberCo will be prejudiced by the Amalgamation;
- (v) To the knowledge of NumberCo, the NumberCo Intellectual Property is subsisting, valid and enforceable, and NumberCo has received notice of any Proceeding challenging the extent, validity or enforceability of, or NumberCo's ownership of, any NumberCo Intellectual Property, in whole or in part, and in the case of pending applications for NumberCo Intellectual Property, NumberCo has received notice of any Proceeding seeking to oppose any such application, or have any such application canceled, re-examined or found invalid, in whole or in part;
- (w) NumberCo has not permitted or licensed any other Person to use any of the NumberCo Intellectual Property, other than in connection with the EMT License Agreement.

NumberCo has not agreed to indemnify any Person against any charge of infringement or other violation with respect to NumberCo Intellectual Property, other than in the EMT License Agreement;

- (x) NumberCo is the sole and exclusive legal and beneficial owner of all right, title and interest in and to the NumerCo Intellectual Property;
- (y) Except as otherwise disclosed in this Agreement, the consummation of this Agreement will not result in the loss or impairment of, or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, NumberCo's right to own, use or hold for use any NumberCo Intellectual Property as owned, used or held for use in the conduct of NumberCo's business;
- (z) NumberCo's rights in the NumberCo Intellectual Property are valid, subsisting and enforceable;
- (aa) To the knowledge of NumberCo, all of the NumberCo Intellectual Property is owned solely by NumberCo, free and clear of any Encumbrances. To the knowledge of NumberCo, NumberCo is not obligated to provide any consideration (whether financial or otherwise) to any other Person nor is any other Person otherwise entitled to any consideration, with respect to any exercise of rights by NumberCo or the FintechWex Parties in the NumberCo Intellectual Property;
- (bb) To the knowledge of NumberCo, there is no Proceeding (including any oppositions, interferences or re-examinations) settled, pending or threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution or violation of the NumberCo Intellectual Property of any Person by NumberCo; (ii) challenging the validity, enforceability, registrability or ownership of any NumberCo Intellectual Property or NumberCo's rights with respect to any NumberCo Intellectual Property; or (iii) by NumberCo or any other Person alleging any infringement, misappropriation, dilution or other violation by any Person of the NumerCo Intellectual Property, and NumberCo is not a party to any other Proceeding with respect to any NumberCo Intellectual Property or any other rights arising with respect to any Intellectual Property; and
- (cc) NumberCo is not required to pay any royalty or other fees to any other Person in respect of the NumberCo Intellectual Property.

5.3 Survival of Representations and Warranties

The representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and shall expire and be terminated and extinguished at the Effective Time.

ARTICLE 6 COVENANTS

6.1 Covenants of the FintechWerx Parties

FintechWerx and SmartWerx hereby covenant and agree with NumberCo as follows:

- (a) the FintechWerx Parties shall furnish promptly to NumberCo a copy of any dealings or communications with any Governmental Entity or Securities Authority in connection with, or in any way affecting, the transactions contemplated by this Agreement;
- (b) the FintechWerx Parties shall:
 - (i) not take any action, or refrain from taking any action or permit any action to be taken or not taken (subject to a commercially reasonable efforts qualification) inconsistent with the provisions of this Agreement, or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that would reasonably be expected to render, any representation or warranty made by FintechWerx in this Agreement untrue or inaccurate in any material respect at any time on or before the Effective Date if then made, or that would have a Material Adverse Effect on FintechWerx; and
 - (ii) promptly notify NumberCo of any material information, change or event in the business, operations, financial condition or other affairs of FintechWerx prior to Closing;
- (c) the FintechWerx Parties shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:
 - (i) obtain all consents, approvals and authorizations as are required to be obtained by FintechWerx and SmartWerx under any applicable Laws or from any Governmental Entity or Security Authority that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on FintechWerx or SmartWerx;
 - (ii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities or Securities Authorities required to be effected by it in connection with the transactions contemplated by this Agreement and participate and appear in any proceedings of any Party hereto before any Governmental Entity;
 - (iii) fulfill all conditions and satisfy all provisions of this Agreement required to be fulfilled or satisfied by FintechWerx; and

- (iv) co-operate with NumberCo in connection with the performance by it of its obligations hereunder, provided however that the foregoing shall not be construed to obligate FintechWerx or SmartWerx to pay or cause to be paid any monies to cause such performance to occur, other than as contemplated in this Agreement;
- (d) the FintechWerx Parties shall execute and deliver, or cause to be executed and delivered, at Closing such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by NumberCo, all in form satisfactory to NumberCo, acting reasonably;
- (e) In its capacity as the sole shareholder of SmartWerx, FintechWerx shall take all such action as is necessary or desirable to cause SmartWerx to satisfy its obligations hereunder, including without limitation, passing a resolution approving the Amalgamation, on or prior to the Effective Date, or such other date as may be agreed to by FintechWerx and NumberCo, acting reasonably;
- (f) At the Effective Time, FintechWerx will issue the FintechWerx Shares to the NumberCo Shareholders who are entitled to receive the FintechWerx Shares pursuant to the Amalgamation in accordance with the terms hereof; and
- (g) FintechWerx shall, effective as of the Effective Date, provide to the Transfer Agent a direction authorizing and directing the Transfer Agent to issue the FintechWerx Shares issuable under the Amalgamation to the NumberCo Shareholders and shall direct the Transfer Agent to distribute such FintechWerx Shares to the NumberCo Shareholders in accordance with the terms of the Amalgamation.

6.2 Covenants of NumberCo

NumberCo hereby covenants and agrees with the FintechWerx Parties as follows:

- (a) As promptly as practicable after the date hereof, NumberCo shall take all steps necessary to obtain the NumberCo Shareholder Approval;
- (b) Until the earlier of the Effective Time or the termination of this Agreement in accordance with Section 8.2, NumberCo shall, except as required by this Agreement or as otherwise expressly contemplated by this Agreement or as required by Laws or any Governmental Entity or as consented to by FintechWerx (in its sole discretion), conduct its business in the ordinary course of business and use commercially reasonable efforts to maintain and preserve its business organization, assets, goodwill and business relationships with its customers, suppliers, vendors, creditors and employees it currently maintains. NumberCo shall promptly notify FintechWerx of any material information, change or event in the business, operations, financial condition or other affairs of NumberCo prior to Closing;
- (c) Until the earlier of the Effective Time or the termination of this Agreement in accordance with Section 8.2, NumberCo shall not:

- (i) take any action, or refrain from taking any action or permit any action to be taken or not taken (subject to a commercially reasonable efforts qualification), inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that would reasonably be expected to render, any representation or warranty made by NumberCo in this Agreement untrue or inaccurate in any material respect at any time on or before the Effective Date if then made or that would have a Material Adverse Effect on NumberCo;
- (ii) except as provided for in this Agreement, issue, grant, deliver, sell or pledge, or agree to issue, grant, deliver, sell or pledge, any shares or other debt securities or equity securities of NumberCo or its subsidiaries, or any rights convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares or other debt securities or equity securities of NumberCo or its subsidiaries, other than the issuance of NumberCo Shares issuable on the exercise of convertible securities existing as of the date hereof;
- (iii) incur, create, assume or otherwise become liable for, any Indebtedness or any other Liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person, or make any loans, capital contributions, investments or advances or prepay any Indebtedness before its scheduled maturity or amend, terminate, waive or otherwise modify the definitive documentation in respect of any Indebtedness;
- (iv) sell, assign, lease, exclusively license, abandon or permit to lapse, transfer or otherwise dispose of any NumberCo Intellectual Property that is material to NumberCo or its subsidiaries, other than the expiration of NumberCo Intellectual Property at the end of its statutory term;
- (v) adopt a plan of liquidation or resolution providing for the liquidation or dissolution, restructuring, recapitalization or reorganization of NumberCo or any of its subsidiaries; or
- (vi) other than as is necessary to comply with Laws or any contract in effect as of the date hereof:
 - (A) grant to, or agree or promise to grant to, any current or former officer, director, manager, employee, independent contractor or consultant of NumberCo or any of its subsidiaries an increase in salary or other form of compensation or benefits or grant any new form of compensation or benefits, except for wage and/or salary increases to non-directors, non-executives, and non-officers made in the ordinary course;
 - (B) make any loan to any officer, employee, consultant or director of NumberCo or any of its subsidiaries;
 - (C) take any action with respect to the grant of, acceleration of, or increase of, any severance, change of control, transaction, retention, bonus or

termination pay to, or enter into, establish, amend or terminate any employment agreement, service agreement, deferred compensation or other similar agreement with, or hire, or terminate employment or service (except for just cause or poor performance, and the backfill of those positions in the ordinary course) of, any current or former officer, director, employee, manager, independent contractor, or consultant of NumberCo or any of its subsidiaries; or

- (D) increase bonus levels or other benefits payable to any director, executive officer, consultant or employee of NumberCo or any of its subsidiaries;
- (d) NumberCo shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all of the conditions precedent to its obligations to the extent the same is within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:
- (i) obtain the NumberCo Shareholder Approval in accordance with the BCBCA and the requirements of any applicable regulatory authority;
 - (ii) promptly advise FintechWerx of the number of NumberCo Shares for which NumberCo receives notices of dissent or written objections to the Amalgamation;
 - (iii) have a senior officer execute an Affidavit to be delivered in connection with the Amalgamation Application and take all actions required in relation to the swearing of such Affidavit;
 - (iv) obtain all other consents, approvals and authorizations as are required to be obtained by NumberCo under any applicable Laws or from any Governmental Entity, Security Authority or other third parties, including any third party consents and the filing of any notices, that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on NumberCo;
 - (v) effect all necessary registrations, filings and submissions of information requested by Governmental Entities or Securities Authorities required to be effected by it in connection with the transactions contemplated by this Agreement and participate, and appear in any proceedings of, any Party hereto before any Governmental Entity;
 - (vi) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement or the transactions contemplated hereby, or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, subject to the NumberCo Board determining in good faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under applicable Laws, and provided that, immediately upon receipt of such advice,

NumberCo advises FintechWerx in writing that it has received such advice and provides written details thereof to FintechWerx;

- (vii) fulfill all conditions and satisfy all provisions of this Agreement required to be fulfilled or satisfied by NumberCo; and
- (viii) co-operate with the FintechWerx Parties in connection with the performance by FintechWerx of its obligations hereunder, provided however that the foregoing shall not be construed to obligate NumberCo to pay or cause to be paid any monies to cause such performance to occur, other than as contemplated in this Agreement;
- (e) NumberCo shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws;
- (f) NumberCo shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of NumberCo contained herein shall be true and correct on and as of the Effective Date as if made on and as of such date; and
- (g) NumberCo shall execute and deliver, or cause to be executed and delivered, at Closing such customary agreements, certificates, opinions, resolutions and other closing documents as may be required by FintechWerx, all in form satisfactory to FintechWerx, acting reasonably.

6.3 Mutual Covenants of NumberCo and FintechWerx

- (a) Each of NumberCo and the FintechWerx Parties hereby agrees from the date hereof until the earlier of the Effective Time or the termination of this Agreement in accordance with Section 8.2:
 - (i) not to take any action that would prevent the Amalgamation from being consummated on the terms contemplated by this Agreement; and
 - (ii) to cooperate fully with each other and to use their reasonable efforts to complete the Amalgamation.

ARTICLE 7 CONDITIONS

7.1 Mutual Conditions in Favour of NumberCo and FintechWerx

The respective obligations of FintechWerx, SmartWerx and NumberCo to complete the transactions contemplated herein are subject to the fulfillment of the following conditions at or before the Effective Time or such other time as is specified below:

- (a) the SmartWerx Shareholder Approval and the NumberCo Shareholder Approval shall have been obtained in accordance with the provisions of the BCBCA and the requirements of any applicable regulatory authority;

- (b) each of the FintechWerx Parties and the NumberCo shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by FintechWerx, SmartWerx and NumberCo, to permit the consummation of the Amalgamation and all other matters contemplated in this Agreement;
- (c) the Parties shall have obtained all consents, approvals and authorizations as are required to be obtained under any applicable Laws or from any Governmental Entity or Security Authorities that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement;
- (d) the number of NumberCo Shares that are the subject of a notice of NumberCo Dissent Rights that has not been withdrawn shall not exceed 10% of the total number of NumberCo Shares issued and outstanding prior to the Effective Time;
- (e) there shall be no material legal proceedings or threatened material legal proceedings involving NumberCo, FintechWerx, SmartWerx and/or the Amalgamation;
- (f) the distribution of the FintechWerx Shares pursuant to the Amalgamation shall be exempt from prospectus and registration requirements under Applicable Securities Laws of Canada; and
- (g) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Amalgamation.

The foregoing conditions are for the mutual benefit of the Parties and may be waived by mutual consent of NumberCo and the FintechWerx Parties in writing at any time. No such waiver shall be of any effect unless it is in writing signed by both Parties.

7.2 FintechWerx Conditions

The obligation of the FintechWerx Parties to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Effective Time or such other time as is specified below:

- (a) the representations and warranties made by NumberCo in this Agreement shall be true in all material respects at the Effective Time with the same effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality which representations and warranties shall be true and correct;
- (b) from the date of this Agreement to the Effective Date, there shall not have occurred a Material Adverse Change in respect of NumberCo;
- (c) NumberCo shall have complied in all material respects with its covenants herein;
- (d) the FintechWerx Parties shall be satisfied that following the closing of the Amalgamation there will be no outstanding rights to acquire NumberCo Shares and FintechWerx and its Affiliates or any amalgamated issuer will own, or be amalgamated with, 100% of the NumberCo Shares, free and clear of all claims, liens and encumbrances;

- (e) the NumberCo Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by NumberCo and FintechWerx to permit the consummation of the Amalgamation and the transactions to be completed by NumberCo pursuant to the terms of this Agreement;
- (f) NumberCo shall have furnished the FintechWerx Parties with:
 - (i) certified copies of the resolutions duly passed by the NumberCo Board approving this Agreement and the consummation of the transactions contemplated hereby;
 - (ii) certified copy of the NumberCo Resolution approved by the NumberCo Shareholders;
 - (iii) a certificate of NumberCo addressed to FintechWerx and SmartWerx and dated the Effective Date, signed on behalf of NumberCo by a senior officer of NumberCo, confirming that the conditions in Section 7.2(a), 7.2(b) and 7.2(c) have been satisfied; and
 - (iv) such other closing documents as may be requested by FintechWerx, acting reasonably.

The foregoing conditions are for the benefit of FintechWerx and may be waived, in whole or in part, by FintechWerx in writing at any time. No such waiver shall be of any effect unless it is in writing signed by FintechWerx.

7.3 NumberCo Conditions

The obligation of NumberCo to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Effective Time or such other time as is specified below:

- (a) the representations and warranties made by the FintechWerx Parties in this Agreement shall be true in all material respects at the Effective Time with the same effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality which representations and warranties shall be true and correct;
- (b) from the date of this Agreement to the Effective Date, there shall not have occurred a Material Adverse Change in respect of the FintechWerx Parties;
- (c) the FintechWerx Parties shall have complied in all material respects with its covenants herein;
- (d) the FintechWerx Board shall have adopted the FintechWerx Resolution and any other necessary resolutions and all other necessary corporate action shall have been taken by FintechWerx to permit the consummation of the Amalgamation and the transactions to be completed by FintechWerx pursuant to the terms of this Agreement;
- (e) the FintechWerx Parties shall have furnished NumberCo with:

- (i) certified copies of the resolutions duly passed by the boards of directors of FintechWerx and SmartWerx approving this Agreement and the consummation of the transactions contemplated hereby;
- (ii) certified copies of the resolutions of FintechWerx, as the sole shareholder of SmartWerx, approving this Agreement and the consummation of the transactions contemplated hereby;
- (iii) a certificate of FintechWerx and SmartWerx, respectively, addressed to NumberCo and dated the Effective Date, signed on behalf of FintechWerx by a senior officer of FintechWerx, confirming that the conditions in Section 7.3(a), 7.3(b) and 7.3(c) have been satisfied; and
- (iv) such other closing documents as may be requested by NumberCo, acting reasonably.

The foregoing conditions are for the benefit of NumberCo and may be waived, in whole or in part, by NumberCo in writing at any time. No such waiver shall be of any effect unless it is in writing signed by NumberCo.

ARTICLE 8 AMENDMENT AND TERMINATION

8.1 Amendment

This Agreement may, at any time and from time to time be amended by mutual written agreement of the Parties without, subject to applicable Laws, further notice to or authorization on the part of the FintechWerx Shareholders or the NumberCo Shareholders, and any such amendment may, without limitation:

- (a) change the time for the performance of any of the obligations or acts of any of the Parties;
- (b) waive any inaccuracies in, or modify, any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with, or modify, any of the covenants herein contained and waive or modify the performance of any of the obligations of any of the parties hereto; and
- (d) waive compliance with, or modify, any condition herein contained,

provided, however, that, no such amendment shall change materially the provisions hereof regarding the consideration to be received by the NumberCo Shareholders without approval by such NumberCo Shareholders given in the same manner as required for the approval of the Amalgamation.

8.2 Termination

This Agreement may be terminated at any time prior to the Effective Time:

- (a) by mutual written agreement by FintechWerx, NumberCo and SmartWerx;

- (b) by FintechWerx, if any condition in Section 7.2 is not satisfied or waived in accordance with such section;
- (c) by NumberCo, if any condition in Section 7.3 is not satisfied or waived in accordance with such section;
- (d) by FintechWerx or by NumberCo, if any of the conditions in Section 7.1 for the benefit of the terminating party is not satisfied or waived in accordance with such Section 7.1;
- (e) by NumberCo if there is a material breach of the covenants of the FintechWerx Parties contained herein by the FintechWerx Parties or any of its directors, officers, employees, agents, consultants or other Representatives, in each case on or before the Effective Date, which breach cannot be cured; or
- (f) by FintechWerx if there is a material breach of the covenants of NumberCo contained herein by NumberCo or any of its directors, officers, employees, agents, consultants or other Representatives, in each case on or before the Effective Date, which breach cannot be cured,

provided that any termination by a Party in accordance with the paragraphs above shall be made by such Party delivering written notice thereof to the other Parties prior to the Effective Date and specifying therein in reasonable detail the matter or matters giving rise to such termination right.

ARTICLE 9 CLOSING

9.1 Closing Matters

The Amalgamation will be completed on the Effective Date, at such location and time as is mutually agreed to by FintechWerx and NumberCo. Notwithstanding the location of the Closing, each Party agrees that the Closing may be completed by undertakings or the email exchange of documents between the respective legal counsel for FintechWerx and NumberCo, provided such undertakings and exchanges are satisfactory to each Party's respective legal counsel.

ARTICLE 10 GENERAL

10.1 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party shall be in writing and shall be delivered by hand to the Party or Parties to which the notice is to be given at the following address or sent by electronic means to the following numbers or to such other address or email address as shall be specified by such other Party or Parties by like notice. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day or, if not, then the next succeeding Business Day) and if sent by electronic means be deemed to have been given

and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 5:00 p.m. (local time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day.

The address for service of each of the Parties shall be as follows:

If to FintechWerx or SmartWerx:

Fintechwerx International Software Services Inc.
315 – 1275 West 6th Avenue
Vancouver, British Columbia, V6H 1A6
Attention: Nafees Khan
Email: nafees@fintechwerx.com

With a copy to (which will not constitute notice):

Clark Wilson LLP
900 – 885 West Georgia Street
Vancouver, British Columbia, V6C 3H1
Attention: Virgil Hlus
Email: VHlus@cwilson.com

If to NumberCo or the NumberCo Shareholders:

1378871 B.C. Ltd.
315 – 1275 West 6th Avenue
Vancouver, British Columbia, V6H 1A6
Attention: Francisco Carasquero
Email: lookingglassMLTD@gmail.com

10.2 Expenses

The Parties agree that each Party shall pay for its costs incurred in connection with this Agreement and the transactions contemplated hereby, including legal and accounting fees, printing costs, financial advisor fees and all disbursements by advisors, and that nothing in this Agreement shall be construed so as to prevent the payment of such expenses, whether or not the Amalgamation is completed. The provisions of this Section 10.2 shall survive the termination of this Agreement.

10.3 Time of the Essence

Time shall be of the essence in this Agreement.

10.4 Entire Agreement

This Agreement together with any agreements and other documents herein or therein referred to, constitutes the sole and entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained herein.

10.5 Schedules

The schedules attached hereto are incorporated herein and expressly intended to be part of this Agreement.

10.6 Severability

If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other covenant or other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable covenant or provision had never been contained in this Agreement. All other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect, and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.

10.7 Further Assurances

Each Party shall, from time to time, and at all times hereafter, at the request of the other of them, but without further consideration, do, or cause to be done, all such other acts and execute and deliver, or cause to be executed and delivered, all such further agreements, transfers, assurances, instruments or documents as shall be reasonably required in order to fully perform and carry out the terms and intent hereof including, without limitation, the Amalgamation.

10.8 Governing Law

This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

10.9 Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall conclusively be deemed to be an original and all such counterparts collectively shall be conclusively deemed to be one and the same. Delivery of an executed counterpart of the signature page to this Agreement by facsimile, email or other functionally equivalent electronic means of transmission shall be effective as delivery of a manually executed counterpart of this Agreement, and any Party delivering an executed counterpart of the signature page to this Agreement by facsimile, email or other functionally equivalent electronic means of transmission to any other Party shall thereafter also promptly deliver a manually executed original counterpart of this Agreement to such other Party, but the failure to deliver such manually executed original counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

10.10 Waiver

No waiver or release by any Party shall be effective unless in writing and executed by the Party granting such waiver or release and any waiver or release shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence.

Waivers may only be granted upon compliance with the provisions governing amendments set forth in Section 8.1.

10.11 No Personal Liability

No director, officer or employee of FintechWerx shall have any personal liability to NumberCo under this Agreement. No director, officer or employee of NumberCo shall have any personal liability to FintechWerx under this Agreement.

10.12 Enurement and Assignment

This Agreement shall enure to the benefit of the Parties and their respective successors and permitted assigns and shall be binding upon the Parties and their respective successors. This Agreement may not be assigned by any Party without the prior written consent of the other Parties.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

**FINTECHWERX INTERNATIONAL
SOFTWARE SERVICES INC.**

Per:  _____
F4C65808F84D4BB...
Nafees Khan
Authorized Signatory

SMARTWERX SOLUTIONS INC.

Per:  _____
F4C65808F84D4BB...
Nafees Khan
Authorized Signatory

1378871 B.C. LTD.

Per:  _____
D1D6C7BB479449C...
Francisco Kent Carasquero
Authorized Signatory

SCHEDULE A
NUMBERCO SHAREHOLDERS

| Name and Address of Target Shareholder | NumberCo Shares Held Prior to the Effective Date | Percentage of NumberCo Shares held Prior to the Effective Date (%) | Number of FintechWerx Shares Issuable to NumberCo Shareholder on the Effective Date |
|--|---|---|--|
| Looking Glass Media Limited 315-1275 West 6 th Avenue Vancouver, BC, V6H 1A6 | 150,100 | 2.83% | 187,625 |
| Gary Berar 9511 No 6 Rd Richmond BC V6W1E5 | 50,000 | 0.94% | 62,500 |
| 1429185 B.C. Ltd. 2802-838 West Hastings Street, Vancouver, BC V6C 1C8 | 2,000,000 | 37.69% | 2,500,000 |
| SWE BUSINESS SOLUTIONS INC 5492-131 Street, Surrey, BC V3X 0G4 | 650,000 | 12.24% | 812,500 |
| Raincity Media Corporation 6329 Chester Street, Vancouver, BC, V5W 3C4 | 500,000 | 9.42% | 625,000 |
| Stephanie Stewart 3102 1495 Richards Street, Vancouver, BC V6Z 3E3 | 312,500 | 5.89% | 390,625 |
| Susan Sherbuck #907 - 638 Beach Cres., Vancouver, BC, V6Z 3H4 | 312,500 | 5.89% | 390,625 |
| 1369001 B.C. Ltd. 504-55 East Cordova Street, Vancouver, BC, V6A 0A5 | 312,500 | 5.89% | 390,625 |

| | | | |
|---|------------------|-------------|------------------|
| 1217200 B.C. Ltd. <i>612 Nicola Avenue, Coquitlam, BC, V3J 7T7</i> | 312,500 | 5.89% | 390,625 |
| Behanced Design Ltd. <i>613 – 1571 W 57th Avenue, Vancouver, BC, V6P 0H7</i> | 150,000 | 2.83% | 187,500 |
| Secure Digital Payments Corp. <i>445 Adelaide St West, Toronto, ON, M5V 1T1</i> | 160,000 | 3.01% | 200,000 |
| 0980659 BC Ltd. <i>1220 Frederick Road, North Vancouver, BC V7K 1J2</i> | 397,000 | 7.48% | 496,250 |
| TOTAL: | 5,307,100 | 100% | 6,633,875 |
| | | | |

B-1

SCHEDULE B

Articles of Amalco

[see attached]

C-1

SCHEDULE C

Amalgamation Application

[see attached]