

## MOGO FINANCE TECHNOLOGY INC.

### NOTICE

NOTICE IS HEREBY GIVEN that an annual and special meeting (the “**Meeting**”) of the shareholders (collectively, the “**Shareholders**” or individually, a “**Shareholder**”) of Mogo Finance Technology Inc. (the “**Company**”) will be held at the offices of the Company at 401 West Georgia Street, Suite 2100, Vancouver, British Columbia V6B 5A1 on June 8, 2016 at the hour of 1:00 pm (Pacific time) for the following purposes:

1. to receive the audited financial statements of the Company for the financial year ended December 31, 2015, together with the report of the auditor thereon;
2. to elect the directors of the Company as more fully described in the section of the Company’s management information circular for the Meeting (the “**Circular**”) entitled “Particulars of Matters to Be Acted Upon – 1. Election of Directors”;
3. to re-appoint MNP LLP, Chartered Accountants, as auditor of the Company for the ensuing year and to authorize the directors of the Company to fix its remuneration as more fully described in the section of the Circular entitled “Particulars of Matters to Be Acted Upon – 2. Appointment of Auditor”;
4. to consider and, if thought appropriate, pass, with or without variation, a resolution approving an amendment to the Company’s stock option plan, as more fully described in the section of the Circular entitled “Particulars of Matters to be Acted Upon – 3. Amendment to Stock Option Plan”; and
5. to transact such other business as may properly be brought before the Meeting or any adjournment or adjournments thereof.

The Company is sending meeting-related materials to shareholders using Notice and Access. Notice and Access is a set of rules for reducing the volume of materials that must be physically mailed to shareholders by posting the information circular and additional materials online.

The Circular, this Notice, a form of proxy, the audited annual financial statements of the Company for the year ended December 31, 2015 and the Management’s Discussion and Analysis relating to such financial statements are available on SEDAR at [www.sedar.com](http://www.sedar.com) and at <http://investors.mogo.ca/financial-reports>. Shareholders are reminded to review these online materials when voting. Shareholders may choose to receive paper copies of such materials or obtain further information about Notice and Access by contacting the Company at the toll free number 1-866-567-8077. In order for shareholders to receive the paper copies of such materials in advance of any deadline for the submission of voting instructions and the date of the Meeting it is recommended to contact the Company at the number above as soon as possible but not later than May 30, 2016.

Shareholders are requested to complete, sign and return such form of proxy or voting instruction form, as applicable.

In order for a registered shareholder to be represented by proxy at the Meeting, the shareholder must complete and submit the enclosed form of proxy or other appropriate form of proxy. Completed forms of proxy must be received by Computershare Investor Services Inc. at 100 University Ave., 8th Floor, Toronto, Ontario M5J 2Y1 attention Proxy Department, or by fax to Computershare Investor Services Inc. at 1-866-249-7775 or 1-416-263-9524, not later than 1:00 pm (Pacific time) on June 6, 2016 or may be accepted by the Chairman of the Meeting prior to the commencement of the Meeting.

Non-registered shareholders should use the enclosed voting instruction form to provide voting instructions. The voting instruction form contains instructions on how to complete the form, where to return it to and the deadline for returning it. It is important to read and follow the instructions on the voting instruction form in order to have your vote count.

DATED at Vancouver, British Columbia this 26<sup>th</sup> day of April, 2016.

BY ORDER OF THE BOARD

(*"Peter Brown"*)

Peter Brown

Chair

**MOGO FINANCE TECHNOLOGY INC.**  
**MANAGEMENT INFORMATION CIRCULAR**  
**GENERAL PROXY RELATED INFORMATION**

**Management Solicitation**

This Circular is furnished in connection with the solicitation of proxies by the management of Mogo Finance Technology Inc. (the “**Company**” or “**Mogo**”) for use at an annual and special meeting (the “**Meeting**”) of the holders of the common shares (collectively, the “**Shareholders**” or individually, a “**Shareholder**”) of the Company to be held at the offices of the Company at 401 West Georgia Street, Suite 2100, Vancouver, British Columbia V6B 5A1 on June 8, 2016 at the hour of 1:00 pm (Pacific time) for the following purposes:

1. to receive the audited financial statements of the Company for the financial year ended December 31, 2015, together with the report of the auditor thereon;
2. to elect the directors of the Company as more fully described in the section of the Company’s management information circular for the Meeting (the “**Circular**”) entitled “Particulars of Matters to Be Acted Upon – 1. Election of Directors”;
3. to re-appoint MNP LLP, Chartered Accountants, as auditor of the Company for the ensuing year and to authorize the directors of the Company to fix its remuneration as more fully described in the section of the Circular entitled “Particulars of Matters to Be Acted Upon – 2. Appointment of Auditor”;
4. to consider and, if thought appropriate, pass, with or without variation, a resolution approving an amendment to the Company’s stock option plan, as more fully described in the section of the Circular entitled “Particulars of Matters to be Acted Upon – 3. Amendment to Stock Option Plan”; and
5. to transact such other business as may properly be brought before the Meeting or any adjournment or adjournments thereof.

This solicitation is made by the management of the Company. It is expected that the solicitation will primarily be by mail. Proxies may also be solicited personally or by telephone by regular employees of and by agents engaged by the Company at nominal cost. The cost of solicitation will be borne by the Company. Except as otherwise stated, the information contained herein is given as of April 26, 2016 (the “**Record Date**”).

The form of proxy (the “**Proxy**”) forwarded to Shareholders with the Notice of Meeting confers discretionary authority upon the proxy nominees with respect to amendments or variations of matters identified in the Notice of Meeting or other matters which may properly come before the Meeting.

**Registered Shareholders – Voting by Proxy**

The persons named in the enclosed form of proxy for the Meeting are officers of the Company.

**A registered holder of Common Shares of the Company has the right to appoint some other person, who need not be a shareholder, to represent the Shareholder at the Meeting by striking out the names of the persons designated in the accompanying form of proxy and by inserting such other person’s name in the blank space provided or by executing another proper form of proxy.**

Completed forms of proxy must be received by Computershare Investor Services Inc. at 100 University Ave., 8th Floor, Toronto, Ontario M5J 2Y1 attention Proxy Department, or by fax to Computershare Investor Services Inc.

at 1-866-249-7775 or 1-416-263-9524, not later than 1:00 pm (Pacific time) on June 6, 2016 or may be accepted by the Chairman of the Meeting prior to the commencement of the Meeting.

The form of proxy affords the registered Shareholder an opportunity to specify that the shares registered in his or her name shall be voted for, against or withheld from voting in respect of the matters to come before the Meeting, as applicable.

On any ballot that may be called for, the shares represented by proxies in favour of management nominees will be voted for, against or withheld from voting in respect of the matters to come before the Meeting in accordance with the instructions given in such proxies.

In respect of proxies in which the Shareholders have not specified that the proxy nominees are required to vote for, against or withhold from voting in respect of the matters scheduled to come before the Meeting, the shares represented by the proxies in favour of management nominees will be voted **for** the matters described in the Notice of Meeting.

Management knows of no matters scheduled to come before the Meeting other than the matters referred to in the Notice of Meeting. However, if any other matters which are not now known to management should properly come before the Meeting, the shares represented by proxies in favour of management nominees will be voted on such matters in accordance with the best judgment of the proxy nominees.

A proxy given by a registered Shareholder for use at the Meeting may be revoked at any time prior to its use. In addition to revocation in any other manner permitted by law, a proxy may be revoked by an instrument in writing or, if the Shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized. Any such instrument revoking a proxy must be deposited at the registered office of the Company, at 680-375 Water Street, Vancouver, British Columbia, V6B 5C6 Attention: Chief Legal Officer, any time up to and including the last business day preceding the day of the Meeting, or an adjournment thereof, or deposited with the Chairman of the Meeting on the day of the Meeting, or any adjournment thereof. If the instrument of revocation is deposited with the Chairman on the day of the Meeting or any adjournment thereof, the instrument will not be effective with respect to any matter on which a vote has already been cast pursuant to such proxy.

#### **Non-Registered Holders – Voting Instruction Form**

- Only registered holders of Common Shares of the Company (the “**Common Shares**”) or the persons they appoint as their proxies are permitted to vote at the Meeting. Many Shareholders are not registered shareholders (the “**Beneficial Shareholders**”) because the shares they own are not registered in their names but are instead either (i) registered in the name of an intermediary (the “**Intermediary**”) that the Beneficial Shareholder deals with in respect of the Common Shares, such as, among others, brokerage firms, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered Registered Retirement Savings Plans (RRSPs), Registered Retirement Income Funds (RRIFs), Registered Education Savings Plans (RESPs) and similar plans, or (ii) in the name of a clearing agency (such as the Canadian Depository for Securities Limited) of which the Intermediary is a participant. In accordance with the requirements of National Instrument 54-101 of the Canadian Securities Administrators, the Company has distributed materials directly to non-objecting beneficial owners through Computershare Investor Services Inc.

Intermediaries are required to forward the meeting materials to Beneficial Shareholders unless a Beneficial Shareholder has waived the right to receive them. Intermediaries often use service companies to forward the meeting materials to Beneficial Shareholders. If you are a Beneficial Shareholder, your name and address will appear on the voting instruction form sent to you by an Intermediary (bank, broker or trust company). A Beneficial

Shareholder may vote or appoint a proxy by mail, phone, fax or on the Internet, as applicable, in accordance with the voting instruction form. Your Intermediary, as registered holder, will submit the vote or proxy appointment to the Company on your behalf. You must submit your voting instruction form in accordance with the instructions and within the time limits set by your Intermediary. If you or a person you designate plan to attend the meeting and vote you must appoint yourself or that person as proxy using the voting instruction form. Beneficial Shareholders should carefully follow the instructions of their Intermediary, including those regarding when and where the voting instructions form is to be delivered.

A Beneficial Shareholder may revoke a form of proxy or voting instructions form given to an Intermediary by contacting the Intermediary through which the Beneficial Shareholder's Common Shares are held and following the instructions of the Intermediary respecting the revocation of proxies. In order to ensure that an Intermediary acts upon a revocation of a proxy form or voting instruction form, the written notice should be received by the Intermediary well in advance of the Meeting.

These securityholder materials are being sent to both registered and non-registered owners of the securities. If you are a non-registered owner, and the issuer or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

#### **Notice and Access**

The Company is sending proxy-related materials to Shareholders using Notice and Access. Notice and Access is set of rules for reducing the volume of materials that must be physically mailed to shareholders by posting the information circular and additional materials online. Shareholders will still receive the Notice of Meeting, and may choose to receive a hard copy of the Circular and other materials. Details are included in the Notice of Meeting. This Circular, the Notice of Meeting, a form of proxy, the audited annual financial statements of the Company for the year ended December 31, 2015 and the Management's Discussion and Analysis relating to such financial statements are available on SEDAR at [www.sedar.com](http://www.sedar.com) and at <http://investors.mogo.ca/financial-reports>. Shareholders are reminded to review these online materials when voting. Shareholders may choose to receive paper copies of such materials or obtain further information about Notice and Access by contacting the Company at the toll free number 1-866-567-8077.

The Company does not intend to pay for intermediaries to forward to objecting beneficial owners under NI 54-101 the proxy-related materials and Form 54-101F7 -- *Request for Voting Instructions Made by Intermediary*, and that in the case of an objecting beneficial owner, the objecting beneficial owner will not receive the materials unless the objecting beneficial owner's intermediary assumes the cost of delivery.

#### **VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF**

The Company has fixed the close of business on April 26, 2016 as the Record Date for the purposes of determining Shareholders entitled to receive the Notice and vote at the Meeting. As at the Record Date, 18,280,210 Common Shares carrying the right to one vote per share at the Meeting were issued and outstanding.

In accordance with the provisions of the *Business Corporations Act* (British Columbia), the Company will prepare a list of the holders of Common Shares on the Record Date. Each holder of Common Shares named on the list will be entitled to vote the Common Shares shown opposite his, her or its name on the list at the Meeting.

To the knowledge of the directors and executive officers of the Company, as at the date hereof, the only person that beneficially owns, or controls or directs, directly or indirectly, voting securities of the Company carrying 10% or more of the voting rights attached to the Common Shares is as follows:

Name	Number of Shares Owned (Percentage of Class and Type of Ownership)	
	Common Shares	Percentage of Voting Rights
David Feller <sup>(1)</sup> Vancouver, British Columbia	1,951,992	10.7%

**Notes:**

(1) David Feller's holdings above include Common Shares owned directly or indirectly by his spouse (including her holdings in Bluestone Partners Inc.).

## PRESENTATION OF FINANCIAL STATEMENTS AND OTHER FINANCIAL INFORMATION

The Company's audited financial statements for the year ended December 31, 2015 (the "**Financial Statements**") and the auditors' report on the Financial Statements will be presented to the Shareholders at the Meeting. The Financial Statements are included in the Company's 2015 Annual Report. In accordance with the provisions of the *Business Corporations Act* (British Columbia), the Financial Statements are merely presented at the Meeting and will not be voted on.

The Company has filed an Annual Information Form (the "**AIF**") for its 2015 fiscal year and its 2015 Annual Report on SEDAR at [www.sedar.com](http://www.sedar.com) that contain, among other things, all of the financial disclosure (including copies of the Financial Statements and Management's Discussion and Analysis) required under National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators. In particular, the information that is required to be disclosed in Form 52-110F1 of National Instrument 52-110 may be found under the heading "*Information on the Audit Committee*" in the AIF. Upon request, the Company will promptly provide a copy of the AIF to Shareholders free of charge.

## STATEMENT OF EXECUTIVE COMPENSATION

### Introduction

The following discussion describes the significant elements of our executive compensation program, with particular emphasis on the process for determining compensation payable to the Company's Chief Executive Officer (the "**CEO**") and President & Chief Financial Officer (the "**CFO**") and, other than the CEO and the CFO, each of the Company's three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity whose total compensation was, individually, more than \$150,000 (collectively, the "**Named Executive Officers**" or "**NEOs**") for the year ended December 31, 2015. As of December 31, 2015, the NEOs were:

- David Feller, Chief Executive Officer
- Gregory Feller, President and Chief Financial Officer
- Eric Miles, Chief Technology Officer
- Thomas Groh, Vice President of Data

- Nathaniel Burge, Vice President of Product Development

## Overview

Our Board of Directors (the “**Board of Directors**” or “**Board**”) on its own or through the Corporate Governance, Compensation and Nominating Committee (the “**CGCNC**”) makes decisions regarding all forms of compensation, including salaries, bonuses and equity incentive compensation for our CEO and our President & CFO, as well as approves corporate goals and objectives relevant to their compensation. Our CGCNC makes decisions in conjunction with feedback from the CEO and the President & CFO regarding the performance of the Company’s other executive officers. Finally, the CGCNC in tandem with the CEO and the President & CFO also administers employee incentive compensation, including the Company’s Stock Option Plan (the “**Stock Option Plan**”) and Restricted Stock Unit Plan (the “**RSU Plan**”).

## Compensation Discussion and Analysis

### *Our Compensation Objectives*

Our compensation practices are designed to retain, motivate and reward our executive officers for their performance and contribution to our long-term success. The Board of Directors seeks to compensate executive officers by combining short-term and long-term cash and equity incentives. It also seeks to reward the achievement of corporate and individual performance objectives, and to align executive officers’ incentives with the Company’s performance. The Company seeks to tie individual goals to the area of the senior executive officer’s primary responsibility. These goals may include the achievement of specific financial or business development goals. Company performance goals are based on our financial performance during the applicable financial year.

In order to achieve our aggressive growth objectives, attracting and retaining the right team members is critical. A key part of this is a well-thought out compensation plan that attracts high performers and compensates them for continued achievements. Approximately one-third of Mogo’s team members are currently participating in the Stock Option Plan, driving retention and ownership. Communicating clear and concrete criteria and process for merit based increases and incentive payouts will also motivate the entire team to achieve individual and corporate goals.

### *Elements of Compensation Program*

Our executive compensation consists primarily of three elements: base salary, annual bonus and long-term equity incentives.

#### *Base Salary*

Base salaries for executive officers are established based on the scope of their responsibilities and their prior relevant experience, taking into account compensation paid by other companies in the industry for similar positions and the overall market demand for such executives at the time of hire. Mogo uses Towers Watson HR Tech Group salary survey information to benchmark compensation against the market. The HR Tech Group, in partnership with Towers Watson, releases the High Tech Salary Survey on an annual basis. This survey is based in British Columbia, but the data is relevant for all Canadian high tech markets. The most recent survey included data provided by 95 tech organizations including Avigilon, Builddirect, Hootsuite, Microsoft Canada, Vision Critical and UrtheCast. The survey includes cash, short and long-term incentive information and has executive benchmarks across over 30 functions. Compensation analysis is available by size and type of organization. An executive officer’s base salary is determined by reviewing the executive officer’s other compensation to ensure that the executive officer’s total compensation is in line with the Company’s overall compensation philosophy.

Base salaries are reviewed annually based on the executive's success in meeting or exceeding individual objectives and/or for market competitiveness. Additionally, base salaries can be adjusted as warranted throughout the year to reflect promotions or other changes in the scope or breadth of an executive's role or responsibilities, as well as for market competitiveness.

The annualized base salaries of the NEOs that were employed by the Company as at December 31, 2015 are set out in the table below.

• David Feller, Chief Executive Officer	\$360,000 per annum
• Gregory Feller, President and Chief Financial Officer	US\$300,000 per annum
• Eric Miles, Chief Technology Officer	US\$210,000 per annum
• Thomas Groh, Vice President of Data	US\$240,000 per annum
• Nathaniel Burge, Vice President of Product Development	US\$220,000 per annum

#### *Bonus Plans*

Our compensation program includes eligibility for annual incentive cash bonuses. In 2015, management bonuses were based 50% on corporate performance targets of \$50 million in revenue and 50% on discretionary criteria determined by the board which included new strategic partnerships, fundraising, teambuilding, the ability to manage the costs of the business and other factors. Mogo achieved \$43.6 million in revenues in 2015, which was 87% of the corporate target, and the discretionary criteria on personal performance for the NEOs listed below was calculated at an average of 45% of target.

Target bonus levels for Mogo's NEOs for the year ended December 31, 2015 were as follows:

• David Feller, Chief Executive Officer	100% of annual base salary
• Gregory Feller, President and Chief Financial Officer	100% of annual base salary
• Eric Miles, Chief Technology Officer	50% of annual base salary
• Thomas Groh, Vice President of Data	50% of annual base salary
• Nathaniel Burge, Vice President of Product Development	50% of annual base salary

#### *Long-Term Equity Incentive Plans*

Equity-based awards are a variable element of compensation that allows us to reward our executive officers for their sustained contributions to the Company. Equity awards reward performance and continued employment by an executive officer, with associated benefits to us of attracting and retaining employees.

We believe that stock options provide management with a strong link to long-term corporate performance and the creation of shareholder value. In 2015, we established the RSU Plan, which provides for the grant of restricted share units ("RSUs").

The following table summarizes the number of Common Shares authorized for issuance from treasury under the Company's equity compensation plans as at December 31, 2015.



Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	Options: 1,491,238 <sup>(1)</sup> RSUs: 99,998	Options: \$5.16 RSUs: N/A	Options: 208,759 RSUs: 100,002

(1) These securities include Common Shares issuable under Stock Option Plan but do not reflect the proposed amendment to the Stock Option Plan discussed under the heading “*Particulars of Matters to be Acted Upon – 3. Amendment to Stock Option Plan*”.

No award may be made to our insiders under the Stock Option Plan or the RSU Plan if such award would result in: (i) the number of Common Shares issued from treasury to insiders pursuant to such plans, together with all of our other share compensation arrangements, within any one year period, exceeding 10% of the outstanding Common Shares, or (ii) the number of Common Shares issuable to insiders pursuant to vested RSUs together with the number of Common Shares issuable to insiders at any time pursuant to options granted under the Stock Option Plan and all of our other security-based compensation arrangements exceeding 10% of the outstanding Common Shares. When used in this paragraph, the terms “insiders” and “security-based compensation arrangement” have the meanings ascribed thereto in the Toronto Stock Exchange (the “TSX”) rules for this purpose.

### *Stock Option Plan*

We currently have options outstanding under the Stock Option Plan. The Stock Option Plan allows for the grant of incentive stock options to the Company’s employees, directors, officers and consultants. Our Board of Directors is responsible for administering the Stock Option Plan, and the CGCNC makes recommendations to the Board of Directors in respect of matters relating to the Stock Option Plan. At the Meeting, the Shareholders are being asked to approve an amendment to the Stock Option Plan as discussed under the heading “*Particulars of Matters to be Acted Upon – 3. Amendment to Stock Option Plan*” to change the maximum number of Common Shares available for issuance upon the exercise of options granted to a rolling number. The following summary does not reflect the proposed amendment.

The aggregate number of Common Shares currently reserved for issuance under the Stock Option Plan is 1,700,000 Common Shares, which represents approximately 9.3% of the issued and outstanding Common Shares. As of the Record Date, the Company currently has options to acquire 1,353,038 Common Shares outstanding pursuant to the Stock Option Plan, which represents approximately 7.4% of the issued and outstanding Common Shares.

Unless otherwise determined by the Board of Directors, options granted under the Stock Option Plan vest as follows:  $\frac{1}{4}$  vest on the first anniversary of the date of the grant and  $\frac{1}{48}$  vest at the end of each month following the first anniversary of the date of the grant with the result that the entire option shall be vested and exercisable on the fourth anniversary of the grant. Options granted under the Stock Option Plan may be exercised during the period specified in the Stock Option Plan, which is generally eight years from the date of grant. The Stock Option Plan also provides that, unless otherwise determined by the Board of Directors, options terminate within a period of time following the termination of employment, directorship or engagement as a consultant with the Company or affiliates entities. Unless otherwise specified by the Board at the time of granting options, vested options will expire the earlier of the expiration of such options in accordance with their terms and: (a) if the holder retires, 90 days after the termination date (as defined in the Stock Option Plan), (b) if the holder dies or becomes incapacitated,

120 days after such occurrence, (c) if the holder is terminated for cause, as of the termination date, (d) if the holder resigns, 30 days after the termination date, (e) if the holder is dismissed without cause, 90 days after the termination date, (f) if the holder is a consultant and there is termination (i) by the Company for any reason other than for a material breach of the consulting agreement, (ii) by voluntary termination by the holder or (iii) due to the death or incapacity of the holder, 90 days from the termination date, (g) if the holder is a consultant and there is termination by the Company for a material breach of the consulting agreement, as of the termination date, and (h) if the holder is a director or officer, 90 days following the termination date. The exercise price for options granted under the Stock Option Plan is determined by the Board of Directors, but may not be less than the last closing price of the Common Shares on the TSX prior to the date of grant of such option.

The Stock Option Plan provides that if options granted under the Stock Option Plan would otherwise expire during a trading black-out period or within ten business days following the end of such period, the expiry date of such options are extended to the tenth business day following the end of the black-out period. Options granted under the Stock Option Plan are not transferable, subject to limited exceptions in the event of the holder's death or incapacity. The Board of Directors has overall authority for interpreting, applying, amending and terminating the Stock Option Plan without shareholder approval; provided that subject to any additional requirements of the rules of the TSX, the following amendments to the Stock Option Plan or options issued thereunder shall not be made without the prior approval of the TSX and approval of the Shareholders: i) a reduction in the exercise price of an option held by an insider of the Company, ii) an extension of the term of an option held by an insider of the Company, iii) any amendment to remove the insider participation limits described above, iv) an increase in the maximum number of Common Shares issuable pursuant to options granted under the Stock Option Plan; and v) amendments to amending provision of the Stock Option Plan.

#### *RSU Plan*

The RSU Plan allows for the grant of RSUs to the Company's directors, officers and employees. The maximum aggregate number of Common Shares issuable from treasury by the Company pursuant to the RSU Plan is 200,000, which represents approximately 1.1% of the issued and outstanding Common Shares. This maximum number is subject to adjustment for changes in the number of Common Shares outstanding through subdivision, consolidation, reclassification, amalgamation, merger or otherwise. As of the Record Date, the Company currently has RSUs to acquire 74,998 Common Shares outstanding pursuant to the RSU Plan, which represents approximately 0.4% of the issued and outstanding Common Shares.

The purpose of the RSU Plan is to enhance our ability to provide eligible directors, officers and employees with the opportunity to acquire RSUs to allow them to participate in our long-term success and to promote a greater alignment of interest between our directors, officers, employees and shareholders. Our Board of Directors, through the CGCNC, is responsible for administering the RSU Plan.

Subject to the terms of the RSU Plan, we may from time to time award to any eligible person a number of RSUs deemed appropriate in respect of services rendered to the Company by such person. RSUs shall consist of an award of units, each of which represents the right to receive one Common Share. The Board of Directors, through the CGCNC, has the discretion to determine the date upon which each RSU vests or any other vesting requirements provided, however, that each awarded RSU shall vest not later than the third anniversary of its award date. Unless otherwise determined by the Board of Directors at the time of award of an RSU, 25% of each award of RSUs will vest on the first and second anniversaries of the award date and the balance will vest on the third anniversary of the award date. The Board of Directors has overall authority for interpreting, applying, amending and terminating the RSU Plan; provided that subject to any additional requirements of the rules of the TSX, the following amendments to the RSU Plan or options issued thereunder shall not be made without the prior approval of the TSX and approval of the Shareholders: i) other than customary adjustments resulting from certain corporate changes, amendments to the RSU Plan that would increase the number of Common Shares issuable under the RSU Plan, ii)

any amendment that would increase the number of Common Shares issuable to insiders under the RSU Plan, iii) any amendment that would increase the number of Common Shares issuable to directors under the RSU Plan; and iv) amendments to amending provision of the RSU Plan.

Holders of RSUs will be entitled to accelerated vesting on certain events, including termination of service without cause or by reason of death, retirement. All unvested RSUs terminate if a holder's employment or service terminates by reason of termination for cause. Subject to obtaining any requisite approval from the TSX or other regulatory authority, our Board may take any one or more actions relating to RSUs including, without limitation, accelerating vesting or providing for the conversion or exchange of any outstanding RSUs into or for RSUs or any other appropriate securities in any entity participating in or resulting from, a change of control transaction. Except as required by law, the rights of a participant under the RSU Plan are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the participant.

The Board of Directors does not award options or RSUs according to a prescribed formula or target. The CEO recommends to the CGCNC the proposed recipients of such grants from among the eligible participants and the proposed grant size, taking into consideration such factors as their position, scope of responsibility and historic and recent performance, previous grants, the value of the awards in relation to other elements of the individual's total compensation and shareholdings, and market information. In determining the size of the grants the CGCNC may consider their payout and the competitiveness of the Company's total compensation relative to comparable companies in addition to the recommendation of the CEO. The CGCNC determines the grant size and terms to be recommended to the Board of directors in respect of the CEO.

### ***Compensation Risk***

The Board considers and assesses, as necessary, the implications of risks associated with the Company's compensation policies and practices and devotes such time and resources as it believes are appropriate given the Company's relatively limited operating history, size and straightforward method of executive compensation. Our Board of Directors and the CGCNC believe that the compensation structure for our fiscal year ended December 31, 2015, as well as compensation policies and practices for the fiscal year ending December 31, 2016, constitute a well-balanced mix of base salary, short-term incentive and long-term incentive, and are designed to mitigate risk by: (i) ensuring that the Company retains such officers; and (ii) aligning the interests of its officers with the short-term and long-term objectives of the Company and its shareholders. Accordingly, our Board of Directors and the CGCNC have not, after consideration, identified any risk arising from our compensation policies and practices that is reasonably likely to have a material adverse effect on the Company.

### **Performance Graph**

Given that the Company was not a reporting issuer in any jurisdiction in Canada for a least 12 calendar months before the end of its most recently completed fiscal year, the Company is not required to provide a graph comparing the Company's cumulative total shareholder return over the Company's five most recently completed financial years.

### **Compensation of Named Executive Officers**

#### ***Summary Compensation Table***

The following table sets out information concerning the compensation earned by the Named Executive Officers during the years ended December 31, 2015 and 2014.

**Non-equity Incentive Plan  
Compensation  
(\$)**

Name and Principal Position	Year	Salary (\$)	Share-based Awards <sup>(3)</sup> (\$)	Option-based Awards <sup>(2)</sup> (\$)	Annual incentive plans	Long-term incentive plans	All Other Compensation (\$)	Total Compensation (\$)
David Feller .....	2015	\$343,846.09	0	\$417,944.28	\$252,450.00	0	\$1,266.00	\$1,015,506.37
Chief Executive Officer	2014	\$284,615.45	0	\$74,278.00	\$150,000.00	0	\$1,209.12	\$510,102.57
Gregory Feller .....	2015	\$383,613.24	0	\$358,240.00	\$309,825.00	0	\$39,967.01	\$1,091,645.25
President & Chief Financial Officer	2014	\$331,339.92	0	\$74,278.00	\$150,000.00	0	\$31,932.32	\$587,550.24
Eric Miles .....	2015	\$267,159.56	\$250,000	0	\$97,099.00	0	\$1,496.04	\$615,754.60
Chief Technology Officer	2014	\$230,973.35	0	0	\$48,596.52	0	\$7,764.40	\$287,334.27
Thomas Groh .....	2015	\$268,529.27	\$166,660	0	\$78,732.00	0	\$14,563.88	\$528,485.15
Vice President, Data	2014	\$211,336.88	0	0	\$21,205.75	0	\$10,731.50	\$243,274.13
Nathaniel Burge .....	2015	\$233,364.75	\$166,660	0	\$69,620.00	0	\$11,910.91	\$481,555.66
Vice President, Product Development	2014	\$178,923.17	0	0	\$17,892.32	0	\$8,154.70	\$204,970.18

Note:

- (1) Gregory Feller, Eric Miles and Thomas Groh are paid in US dollars. The Canadian dollar equivalents expressed in the table above are based on the average US dollar to Canadian dollar exchange rate for posted by the Bank of Canada which was CDN\$1.10446640 = US\$1.00 for 2014 and CDN\$1.27871080 = US\$1.00 for 2015.
- (2) The fair value of these stock options has been calculated at the time of grant using the Black- Scholes option pricing model, based on the following assumptions for 2015: risk-free interest rate of 0.88%; expected life of 5 years; weighted expected stock price volatility of 40% and expected dividend yield of Nil; and for 2014: risk-free interest rate of 1.9%; expected life of 5 years; weighted expected stock price volatility of 40% and expected dividend yield of Nil
- (3) Represents grants of 25,000 and 16,666 made to Eric Miles and Thomas Groh, respectively, on June 25, 2015. Assumes an award date fair value per RSU equal to \$10.00.

***Outstanding Share-based Awards and Option-based Awards***

The following table sets out, for each of the NEOs, information concerning all option-based and share-based awards outstanding as of December 31, 2015.

Name	Option-Based Awards				Share-Based Awards		
	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised In-the-Money Options (\$) <sup>(1)</sup>	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$) <sup>(2)</sup>	Market or payout value of vested share-based awards not paid out or distributed (\$)
David Feller .....	66,667	2.10	Nov 15, 2021	122,000	-	-	-
	116,666	10.00	June 25, 2023	-			
Gregory Feller .....	66,667	2.10	Nov 15, 2021	122,000	-	-	-
	100,000	10.00	June 25, 2023	-			
Eric Miles .....	100,000	2.10	Nov 15, 2021	183,000	25,000	98,250	-
Thomas Groh .....	66,667	2.10	Nov 15, 2021	122,000	16,666	65,497	-
Nathaniel Burge .....	66,667	2.10	Nov 15, 2021	122,000	16,666	65,497	-

Notes:

- (1) The value of unexercised in-the-money options is calculated based on the difference between the strike price of the option and the closing market price of the Common Shares on December 31, 2015, being \$3.93 per share.
- (2) The market or payout value of share-based awards that have not vested is calculated based on the closing market price of the Common Shares on December 31, 2015, being \$3.93 per share. The method of settlement of these share-based awards is in shares.

### ***Value Vested or Earned During the Year***

The following table sets out, for each of the NEOs, a summary of the value of option-based and share-based awards vested or of non-equity plan incentive compensation during the fiscal year ended December 31, 2015.

	Option-based awards – Value vested during the year ended December 31, 2015 (\$) <sup>(1)</sup>	Share-based awards – Value vested during the year ended December 31, 2015 (\$) <sup>(2)</sup>	Non-equity incentive plan compensation – Value earned during the year ended December 31, 2015 (\$) <sup>(3)</sup>
<b>Name</b>			
David Feller .....	\$28,020.96	-	\$252,450.00
Gregory Feller .....	\$28,020.96	-	\$309,825.00
Eric Miles .....	\$45,742.68	-	\$97,099.00
Thomas Groh .....	\$30,500.15	-	\$78,732.00
Nathaniel Burge .....	\$30,500.15	-	\$69,620.00

Notes:

- (1) The value of the vested option-based awards is calculated based on the closing market price of the Common Shares on December 31, 2015 of \$3.93. The amounts represent the difference between the exercise price of the options and such closing market price as there was no market price for the Common Shares prior to the initial public offering and the Named Executive Officers' Common Shares were subject to a contractual lock-up until late December.
- (2) The value of the vested share-based awards is calculated based on the closing market price of the Common Shares on the date the shares vested. The amounts represent the number of vested share-based awards multiplied by the market price of the Common Shares on the vesting date.
- (3) Represents amounts earned during the year ended December 31, 2015 pursuant to the Company's annual bonus program.

### **Employee Agreements and Termination and Change of Control Benefits**

Each of the Named Executive Officers has entered into an employment agreement with the Company. Those employment agreements include provisions regarding base salary, annual bonuses, eligibility for benefits, confidentiality and ownership of intellectual property, among other things. In connection with their employment agreements Mr. David Feller and Mr. Gregory Feller entered into non-competition agreements with terms of twenty-four months following their termination of employment. Upon termination of employment without cause or by the NEO for good reason, Mr. David Feller and Mr. Gregory Feller are entitled to twenty-four months' notice or pay in lieu of notice, calculated on base salary, past year's bonus and benefits during that period. Accordingly, assuming such termination on the last business day of the Company's most recently completed financial year Mr. David Feller would have been entitled to \$720,000 of pay in lieu of notice and Mr. Gregory Feller would have been entitled to US\$600,000 of pay in lieu of notice, (ii) all eligible bonuses and commissions payable in accordance with such commission plans or policies in accordance with the term and conditions thereof, (iii) continued existing benefit coverage for twenty four months from such date, to the extent possible, and (iv) credit for the vesting of that number of options held by the Employee that would otherwise have vested during such twenty four months.

As a condition to each of the termination payments set forth above, the NEO must deliver a full and final release of all claims in favour of the Company and its officers, directors, shareholders and employees.

In connection with their employment agreements Mr. Eric Miles and Mr. Thomas Groh entered into non-competition agreements with terms of twelve months following their termination of employment. Upon termination of employment without cause, Mr. Eric Miles and Mr. Thomas Groh are not entitled to any severance amounts as their contracts are aligned with California's "at-will employment" legislation.

## Director Compensation

The directors' compensation program is designed to attract and retain qualified individuals to serve on the Board of Directors. As non-executive directors, Messrs. Patterson, Varshney and Mohamed are paid an annual retainer fee of \$24,000 plus \$500 per formal board or board committee meeting they attend. Each such director who serves as chair of a committee will receive an additional \$10,000. During the year ending December 31, 2015, Mr. Brown received compensation in the form of options only. Effective January 1, 2016, Mr. Brown will be eligible for the retainer described above, as well as an addition \$30,000 in connection with his service as Chair of the Board. All directors are entitled to reimbursement for expenses incurred by them in their capacity as directors.

### *Director Compensation Table*

The following table provides information regarding compensation paid to the Company's non-executive directors during the financial year ended December 31, 2015.

<b>Name</b>	<b>Fees earned (\$)</b>	<b>Option-based Awards<sup>(1)</sup> (\$)</b>	<b>All Other Compensation (\$)</b>	<b>Total Compensation (\$)</b>
Peter Brown .....	-	\$119,795.47	-	\$119,795.47
Minhas Mohamed .....	\$32,665.00	\$27,291.41	-	\$59,956.41
Ron Patterson .....	\$28,500.00	\$57,239.38	\$36,000.00 <sup>(2)</sup>	\$121,739.38
Praveen Varshney .....	\$31,665.00	-	-	\$31,665.00

Notes:

- (1) The fair value of these stock options has been calculated at time of issue using the Black- Scholes option pricing model, based on the following assumptions for 2015: risk-free interest rate of 0.88%; expected life of 5 years; weighted expected stock price volatility of 40% and expected dividend yield of Nil.
- (2) Represents consulting fees paid to RPJP Holding Inc., a company owned by Mr. Patterson.

### *Outstanding Share-based Awards and Option-based Awards*

The following table sets out, for each of the non-employee directors, information concerning all option-based awards outstanding as of December 31, 2015.

Option-Based Awards				
Name	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised In- the-Money Options (\$) <sup>(1)</sup>
Peter Brown .....	50,000	9.15	Dec 15, 2022	-
	33,333	10.00	May 14, 2023	-
Minhas Mohamed .....	16,667	2.10	Feb 21, 2022	30,501
	8,333	9.15	Mar 10, 2023	-
Ron Patterson .....	16,667	2.10	Feb 21, 2022	30,501
	8,333	9.15	Mar 10, 2023	-
	8,333	10.00	May 14, 2023	-
Praveen Varshney .....	16,667	2.10	Feb 21, 2022	30,501

Notes:

- (1) The value of unexercised in-the-money options is calculated based on the difference between the strike price of the option and the closing market price of the Common Shares on December 31, 2015, being \$3.93 per share.

### *Value Vested or Earned During the Year*

The following table sets out, for each of the non-employee directors, a summary of the value of option-based awards vested during the fiscal year ended December 31, 2015.

Option-based awards – Value vested during the year ended December 31, 2015 (\$) <sup>(1)</sup>	
Name	
Peter Brown .....	-
Minhas Mohamed .....	\$10,166.87
Ron Patterson .....	\$10,166.87
Praveen Varshney .....	\$7,006.17

Notes:

- (1) The value of the vested option-based awards is calculated based on the closing market price of the Common Shares on December 31, 2015 of \$3.93. The amounts represent the difference between the exercise price of the options and such closing market price as there was no market price for the Common Shares prior to the initial public offering and the directors' Common Shares were subject to a contractual lock-up until late December.

### **Indemnification and Insurance**

The Company maintains director and officer liability insurance and errors and omissions insurance. In addition, the Company has entered into indemnification agreements with each of its directors. The indemnification agreements require that the Company indemnify and hold the indemnitees harmless to the greatest extent permitted by law for liabilities arising out of the indemnitees' service to the Company as directors and officers, provided that the indemnitees acted honestly and in good faith and in a manner the indemnitees reasonably believed to be in or not opposed to the Company's best interests and, with respect to criminal and administrative actions or proceedings that are enforced by monetary penalty, the indemnitees had no reasonable grounds to believe that his or her conduct was unlawful. The indemnification agreements also provide for the advancement of defense expenses to the indemnitees by the Company.

## **INDEBTEDNESS OF DIRECTORS, EXECUTIVE OFFICERS AND SENIOR OFFICERS**

There was no indebtedness owed to the Company during the fiscal year ended December 31, 2015 by any individual who was a director, executive officer and senior officer of the Company (and any associate of the foregoing), except that Mr. David Feller borrowed \$35,000 Liquid Money at 5.9% on Oct 20<sup>th</sup>, 2015 to test the customer experience. As of Dec 31, 2015, his loan principal outstanding was \$30,800.

## **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

There are no interests of any directors, officers or holders of over 10% of the Common Shares, or any directors or officers of any holders of over 10% of the Common Shares or any affiliates or associates of any of the foregoing, in any transactions of the Company since the commencement of Company's most recently completed financial year or in any proposed transaction that have materially affected or that would materially affect the Company or any of its subsidiaries.

## **CORPORATE GOVERNANCE**

### **Board of Directors**

#### *Overview*

Our articles provide that our Board of Directors be comprised of the greater of three (3) members and that number set most recently by an ordinary resolution of the Company's shareholders. The articles also provide that the Board of Directors has the power to appoint additional directors. In accordance with the *Business Corporations Act* (British Columbia), the Board of Directors may appoint one or more additional directors who shall hold office until the close of the next annual meeting of shareholders, provided that the total number of directors so appointed may not exceed one-third of the number of directors elected at the previous annual meeting of shareholders.

Our Board of Directors is responsible for supervising the management of our business and affairs. Our Board has adopted a formal mandate setting out its stewardship responsibilities, including its responsibilities for the appointment of management, management of our Board, strategic and business planning, monitoring of financial performance, financial reporting, risk management and oversight of our policies and procedures, communications and reporting and compliance. A copy of the mandate of our Board is attached as Appendix A to this Circular.

Our Board is currently composed of six directors: David Feller, Gregory Feller, Praveen Varshney, Ron Patterson, Minhas Mohamed and Peter Brown.

Our Board has established an Audit Committee and the CGCNC, and has approved charters for each of these committees, which are described below. Our Board has delegated to the applicable committee those duties and responsibilities set out in each committee's charter. The mandate of our Board, as well as the charters of the various Board committees, set out in writing the responsibilities of our Board and the Committees for supervising the Chief Executive Officer.

#### *Independence*

The Board is composed of six directors, three of whom are independent. Under National Instrument 52-110 — *Audit Committees* ("NI 52-110"), an independent director is one who is free from any direct or indirect relationship which could, in the view of the Board, be reasonably expected to interfere with a director's exercise of independent judgment. The Board has determined that David Feller and Gregory Feller, executive officers of Mogo, and Praveen Varshney, who is considered to have a material relationship with the Company in 2014 due to the level of compensation he received for services rendered to the Company in that year, are not considered independent.



Each of Peter Brown (who serves as the Chair of the Board), Minhas Mohamed and Ron Patterson is considered independent. In addition to chairing all Board meetings, the Chair's role is to facilitate and chair discussions among the Company's independent directors, facilitate communication between the independent directors and the Company's management, and, if and when necessary, act as a spokesperson on behalf of the Board in dealing with the press and members of the public. The Chair's responsibilities and duties are described in detail in a position description developed by the Board.

Although we do not have a majority of independent directors, our Board delegates a number of responsibilities to the Audit Committee and the CGCNC. The Audit Committee is comprised solely of independent directors, and the CGCNC is comprised of a majority independent directors. In addition, where potential conflicts arise during a director's tenure on the Board, such conflicts are expected to be immediately disclosed to the Board.

We have taken steps to ensure that adequate structures and processes are in place to permit our Board to function independently of our management. Our Board holds regularly scheduled meetings as well as ad hoc meetings from time to time. In the course of meetings of the Board of Directors or committees of the Board, the independent directors hold in camera sessions at which neither non-independent directors nor officers of the Company are in attendance. During the year ended December 31, 2015, no such sessions were held as the Company was transitioning to being a public company, but the Board plans to regularly hold such sessions in 2016. .

Our Board has also approved written position descriptions for the chair of each of our Board's committees and our Chief Executive Officer.

### ***Other Directorships***

The following directors of Mogo are also directors of other reporting issuers (or the equivalent) in Canada or a foreign jurisdiction:

<b>Name of Director</b>	<b>Name of Reporting Issuer and Exchange</b>
Praveen Varshney.....	Afrasia Mineral Fields Inc., NEX Bayswater Uranium Corp., TSX Venture Exchange Bluerock Ventures Corp., NEX Canada Zinc Metals Corp., TSX Venture Exchange Hempco Food and Fiber Inc., TSX Venture Exchange Mexigold Corp., NEX Trigen Resources Inc., NEX
Peter Brown.....	The Keg Royalties Income Fund, TSX

### ***Meeting Attendance***

During the year ended December 31, 2015, the Board held 6 meetings. All directors attended all Board meetings in 2015.

### ***Orientation and Continuing Education***

Our Chief Executive Officer, Chairman of the Board and CGCNC are responsible for providing new directors with an orientation program to explain, among other things, our business, our financial situation, our strategic planning and our approach to corporate governance. New directors are given the opportunity to become familiar with the Company by meeting with other directors as well as officers and employees of the Company and all directors are allowed access to management personnel to discuss matters of interest. All new directors are provided with copies of our written charters and corporate policies. Our Chief Executive Officer is responsible for generating continuing education opportunities that are relevant to their role as directors. Management periodically makes presentations to the directors on various topics, trends and issues related to our activities during meetings of our Board or its

committees, which are be intended to help the directors to constantly improve their knowledge about the Company and our business. In addition, our directors maintain the skill and knowledge necessary to fulfill their obligations from a variety of outside advisors as new issues or opportunities arise, including with respect to corporate governance matters.

### **Code of Conduct**

Our Board of Directors has adopted a written Code of Business Conduct and Ethics (the “**Code**”) that applies to directors, officers and employees. The objective of the Code is to provide guidelines for enhancing our reputation for honesty, integrity and the faithful performance of undertakings and obligations. The Code addresses conflicts of interest, use of company assets, inventions, use of Company email and internet services, disclosure, corporate opportunities, confidentiality, fair dealing and compliance with laws. As part of our Code, any person subject to the Code is required to avoid any activity, interest (financial or otherwise) or relationship that would create or appear to create a conflict of interest.

Our directors are responsible for monitoring compliance with the Code, for regularly assessing its adequacy, for interpreting the Code in any particular situation and for approving changes to the Code from time to time.

Directors and executive officers are required by applicable law and our corporate governance practices and policies to promptly disclose any potential conflict of interest that may arise. If a director or executive officer has a material interest in an agreement or transaction, applicable law and principles of sound corporate governance require them to declare the interest in writing and where required by applicable law, to abstain from voting with respect to such agreement or transaction.

A copy of the Code may be obtained by contacting us and is available for review at <http://investors.mogo.ca> by clicking on the link entitled *Corporate Governance*.

We have also adopted an Insider Trading Policy, a Confidentiality and Disclosure Policy, and a Whistleblower Policy, which complement the obligations of our directors, officers and employees under the Code.

Under our Insider Trading Policy, our directors, officers and employees are prohibited from engaging in the following transactions with respect to our securities of the Corporation: (a) selling short; or (b) trading in call or put options.

### **Board of Directors Committees**

#### ***Audit Committee***

The Company’s Audit Committee consists of three directors, all of whom are independent. They are also all financially literate in accordance with NI 52-110. The members of the Audit Committee are Minhas Mohamed (Chair), Ron Patterson and Peter Brown.

For the purposes of NI 52-110, an individual is financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the issuer’s financial statements. All members of the Audit Committee have experience reviewing financial statements and dealing with related accounting and auditing issues. The education and experience of each member of the Audit Committee relevant to the performance of his duties as a member of the Audit Committee can be found under the heading “*Particulars of Matters to be Acted Upon – 1. Election of Directors*”.

Our Board of Directors has adopted a written charter for the Audit Committee. The mandate of the Audit Committee is to assist our Board in fulfilling its financial oversight obligations, including the responsibility: (1) to identify and monitor the management of the principal risks that could impact the financial reporting of the Company, (2) to monitor the integrity of our financial reporting process and our internal accounting controls regarding financial reporting and accounting compliance; (3) to oversee the qualifications and independence of our external auditor; (4) to oversee the work of our financial management and external auditor; and (5) to provide an open avenue of communication between the external auditors, our Board and our management.

A copy of the charter of the Audit Committee is attached as Appendix A to the AIF.

### ***Corporate Governance, Compensation and Nominating Committee***

The Board has appointed the CGCNC comprising of three directors, a majority of whom are independent. The members of the CGCNC are Praveen Varshney (Chair), Ron Patterson and Minhas Mohamed. Our Board has determined that the composition of the CGCNC is appropriate, given that the majority of the members are independent, and that Praveen Varshney, while not an independent director, provides continuity of knowledge and experience based on his tenure on our Board. As Praveen Varshney is not considered independent for purposes of NI 58-101, the Board has appointed Ron Patterson, an independent director, to act as lead independent member of the CGCNC in order to ensure that the CGCNC will successfully carry out its duties and to foster appropriate oversight management and strong governance practices.

Pursuant to the charter of the CGCNC, its mandate is to assist our directors in carrying out the Board's oversight responsibility for (i) overseeing our human resources and compensation policies and processes, (ii) demonstrating to our shareholders that the compensation of the directors who are also our employees is recommended by directors who have no personal interest in the outcome of decisions of the CGCNC and who will have due regard to the interests of all of our shareholders, (iii) ensuring that our strategic direction is reviewed annually, and (iv) ensuring that the Board and each of its committees carry out their respective functions in accordance with an appropriate process.

The primary responsibilities of the CGCNC with respect to compensation are to make recommendations to our Board in respect of: (1) compensation policies and guidelines; (2) management incentive and perquisite plans and any non- standard remuneration plans; (3) senior management, executive and officer compensation; and (4) Board compensation matters. In carrying out these responsibilities, the CGCNC will evaluate the performance of our Chief Executive Officer and all other senior executives in consideration of the respective performance goals and objectives for each such individual and recommend to our Board the amount of regular and incentive compensation to be paid to our Chief Executive Officer and all other senior executives; review and recommend to our Board our Chief Executive Officer's performance evaluations and recommendations for compensation of our officers and key employees (other than our senior executives); review our compensation philosophy and make recommendations for changes, where appropriate; review and make recommendations to our Board with respect to incentive based compensation plans and equity based plans (including stock option plans and share unit plans); review and recommend to our Board the aggregate bonus pools to be made available under our incentive compensation plans for senior management, executives and officers; prepare or review the report on executive compensation and compensation discussion and analysis required to be included in our continuous disclosure documentation; and review and make periodic recommendations to our Board regarding the compensation of our Board. More information on the process by which compensation for our directors and officers is determined as set forth under the headings "*Compensation of Named Executive Officers*" and "*Director Compensation*".

In addition, the CGCNC is responsible for overseeing and assessing the functioning of the Board of Directors, its committees and individual directors, and for the development, recommendation to the Board, implementation and assessment of effective corporate governance principles. The CGCNC is also responsible for identifying

candidates for directorship and recommending that the Board select qualified director candidates for election to the Board. There is no formal assessment process. Rather, the CGCNC is responsible for determining the appropriate assessment process.

The process by which the Board of Directors identifies new candidates for board nomination is set out in the CGCNC Charter and the Company's Diversity Policy. See "*— Board and Senior Management Diversity*".

### ***Majority Voting Policy***

The Company has adopted a majority voting policy in director elections that will apply at any meeting of our shareholders where an uncontested election of directors is held. Pursuant to this policy, if the number of proxy votes withheld for a particular director nominee is greater than the votes for such director, the director nominee will be required to submit his or her resignation as a director to the Chair of the Board promptly following the applicable shareholders' meeting. Following receipt of the resignation, the CGCNC will consider whether or not to accept the offer of resignation and make a recommendation to the Board. Within 90 days following the applicable shareholders' meeting, the Board shall publicly disclose in a news release their decision whether or not to accept the applicable director's resignation, including the reasons for rejecting the resignation, if applicable. The Board shall accept the resignation absent exceptional circumstances. A director who tenders his or her resignation pursuant to this policy will not be permitted to participate in any meeting of the Board or the CGCNC at which the resignation is considered. A copy of the majority voting policy is available for review at <http://investors.mogo.ca> by clicking on the link entitled *Corporate Governance*.

### ***Assessments***

As described above, the CGCNC is responsible for overseeing and assessing the functioning of the Board of Directors and the committees of the Board. The CGCNC must annually review and evaluate and make recommendations to the Board with regard to the size, composition and role of the Board and its committees (including the type of committees to be established) and the methods and processes by which the Board, committees and individual directors fulfill their duties and responsibilities, including the methods and processes for evaluating Board, committee and individual director effectiveness.

### ***Term Limits***

The Company has not adopted term limits for directors of the Company. The Board believes that the need to have experienced directors who are familiar with the business of the Company must be balanced with the need for renewal, fresh perspectives and a healthy skepticism when assessing management and its recommendations. In addition, as mentioned above the Board undertakes an assessment process that evaluates its effectiveness.

While term limits can help ensure the Board gains fresh perspective, imposing this restriction means the Board would lose the contributions of longer serving directors who have developed a deeper knowledge and understanding of the Company over time. The Board believes that term limits have the disadvantage of losing the contribution of directors who have been able to develop, over a period of time, increasing insight into the Company and its operations and thereby provide an increasing contribution to the Board as a whole.

### ***Board and Senior Management Diversity***

The Company recognizes and embraces the benefits of having diversity on the Board and in our senior management. Presently, the Company has one woman who is an executive officers and no women on the Board. The Company has adopted a Diversity Policy, which recognizes that it is important to ensure that members of the Board and our senior management provide the necessary range of perspectives, experience and expertise required to achieve our objectives and deliver for our stakeholders.

The Company also recognizes that the Board and its senior management appointments must be based on performance, ability, merit and potential. Therefore, the Company ensures a merit based competitive process for appointments. The Company's commitment to diversity will include ensuring that diversity is fully considered by CGCNC in identifying, evaluating and recommending Board appointees/nominees to the Board.

With respect to the Board composition, on an annual basis, the CGCNC (i) assess the effectiveness of the Board appointment/nomination process at achieving the Company's diversity objectives; and (ii) consider and, if determined advisable, recommend to the Board for adoption, measurable objectives for achieving diversity on the Board. Currently, the Board does not believe that targets or strict rules set forth in a formal policy necessarily result in the identification or selection of the best candidates. At any given time the Board may seek to adjust one or more objectives concerning its diversity and measure progress accordingly.

With respect to senior management appointments, on an annual basis, the CGCNC will (i) assess the effectiveness of the senior management appointment process at achieving the Company's diversity objectives; and (ii) consider and, if determined advisable, recommend to the Board for adoption, measurable objectives for achieving diversity in senior management. At any given time the Board may seek to adjust one or more objectives concerning senior management diversity and measure progress accordingly.

## **PARTICULARS OF MATTERS TO BE ACTED UPON**

### **1. Election of Directors**

The Board presently consists of six directors, namely David Feller, Gregory Feller, Praveen Varshney, Ron Patterson, Minhas Mohamed and Peter Brown.

Six directors are nominated for election at the Meeting. An affirmative vote of a majority of the votes cast at the Meeting is sufficient for the election of directors. Each director elected will hold office until the next annual meeting of shareholders or until his successor is duly elected or appointed pursuant to the articles of the Company.

The following table and notes thereto disclose: (i) the name and residence of each person proposed to be nominated for election as a director of the Company and all other positions and offices now held by him, if any, with the Company and any subsidiaries or affiliate thereof; (ii) his principal occupation or employment; (iii) the period or periods of services as a director of the Company; and (iv) the number of Common Shares beneficially owned, or controlled or directed, directly or indirectly by him as at the Record Date.

**IT IS INTENDED THAT THE COMMON SHARES REPRESENTED BY PROXIES IN FAVOUR OF MANAGEMENT NOMINEES WILL BE VOTED FOR THE ELECTION OF THE PROPOSED NOMINEES IN THE ABSENCE OF DIRECTION TO THE CONTRARY FROM THE SHAREHOLDERS APPOINTING THEM. MANAGEMENT DOES NOT CONTEMPLATE THAT ANY OF SUCH NOMINEES WILL BE UNABLE TO SERVE AS DIRECTORS. HOWEVER, IF FOR ANY REASON, ANY OF THE PROPOSED NOMINEES DO NOT STAND FOR ELECTION OR ARE UNABLE TO SERVE AS SUCH, PROXIES IN FAVOUR OF MANAGEMENT DESIGNEES WILL BE VOTED FOR ANOTHER NOMINEE IN THEIR DISCRETION UNLESS THE SHAREHOLDER HAS SPECIFIED IN HIS OR HER PROXY THAT HIS OR HER COMMON SHARES ARE TO BE WITHHELD FROM VOTING IN THE ELECTION OF DIRECTORS.**

Name and Province or State and Country or Residence	Position with the Company	Director Since	Principal Occupation	Number of Common Shares Beneficially Owned, Controlled or Directed
David Feller..... British Columbia, Canada	Director, Chief Executive Officer	August 26, 2003 — March 20, 2006 April 12, 2013	Chief Executive Officer of Mogo	1,951,992 <sup>(5)</sup>
Gregory Feller ..... New York, United States	Director, President & Chief Financial Officer	April 10, 2015	President & Chief Financial Officer of Mogo	1,254,194 <sup>(6)</sup>
Peter Brown <sup>(1)</sup> ..... British Columbia, Canada	Chair and Director	April 10, 2015	Self Employed Investor	149,462 <sup>(7)</sup>
Minhas Mohamed <sup>(1)(2)(3)</sup> ..... Ontario, Canada	Director	April 10, 2015	President, Chief Executive Officer and Co-Founder of MMV Financial Inc.	86,557
Ron Patterson <sup>(1)(2)</sup> ..... Ontario, Canada	Director	April 10, 2015	Executive Vice President and Co-Founder of, MMV Financial Inc.	82,314 <sup>(8)</sup>
Praveen Varshney <sup>(2)(4)</sup> ..... British Columbia, Canada	Director and Secretary	April 12, 2013	Director at Varshney Capital Corp.	114,826

Notes:

- (1) Member of the Audit Committee.
- (2) Member of the CGCNC.
- (3) Chair of the Audit Committee.
- (4) Chair of the CGCNC.
- (5) Includes 257,756 Common Shares owned directly or indirectly by David Feller's spouse (including her holdings in Bluestone Partners Inc.)
- (6) Includes 354,880 Common Shares owned directly or indirectly by Gregory Feller's spouse and 400,000 Common Shares owned directly or indirectly by a grantor retained annuity trust of which Mr. Feller is trustee.
- (7) All of which are owned by The Maclachlan Investments Corp., a corporation controlled by Mr. Brown.
- (8) Includes 1,500 Common Shares held by Mr. Patterson's RRSP, 3,500 Common Shares held by Mr. Patterson's TFSA and 3,000 owned indirectly by Mr. Patterson's spouse.

To the knowledge of the Company, the directors and executive officers of the Company as a group beneficially own, control or direct, directly or indirectly, 3,639,345 Common Shares of the Company representing approximately 19.9% of the outstanding Common Shares as of the Record Date.

### ***Biographies***

#### **David Feller, Chief Executive Officer and Director**

David Feller founded Mogo in 2003 and currently serves as the Company's Chief Executive Officer and as a member of our Board of Directors. Over the past 12 years, Mr. Feller has grown Mogo into Canada's leading digital financial platform with over 200,000 members, annual revenues exceeding \$43MM and more than 330 team members. During that time, he led the Company through equity and debt financings totaling more than \$380MM including 2 rounds of private equity financings, securing 2 credit facilities with a leading global

investment firm and the Company's IPO on the Toronto Stock Exchange. Mr. Feller is passionate about using technology and design to deliver innovative digital solutions that help consumers improve their financial health. He is a former member of the Young Entrepreneurs Organization (YEO) of Canada and is a graduate of the University of Western Ontario with a Bachelor of Arts degree. Mr. Feller's experience leading the business along with his responsibilities for the strategic direction, product innovation and management of Mogo's day-to-day operations, bring broad industry and specific institutional knowledge and experience to the Board of Directors

**Gregory Feller, President, Chief Financial Officer and Director**

Gregory Feller is a co-founder of Mogo and has served as the Company's Chief Financial Officer since August 2011, and has served as a member of our Board of Directors and President of the Company since April 2015. Prior to his appointment, Mr. Feller was a Managing Director and Co-Head of the Technology Investment Banking Group at Citadel Securities, a financial services group. From 2008 to 2010, Mr. Feller was a Managing Director at UBS Investment Bank, a global financial institution. Prior to joining UBS, Mr. Feller was a Managing Director with Lehman Brothers from 2001 to 2008 and a Vice President at Goldman Sachs & Co. from 1998 to 2000. Mr. Feller has a Bachelor of Administrative and Commercial Studies from the University of Western Ontario and a Masters of Management from the Kellogg School of Management at Northwestern University, where he graduated Beta Gamma Sigma.

**Peter Brown, Chair and Director**

Mr. Brown founded Canaccord Financial Inc. (and its predecessors) in 1968 which now operates as a publicly traded investment dealer under the name of Canaccord Genuity Group with major operations in Canada, USA and Europe. Mr. Brown is currently serving as Chairman of the Board for the Fraser Institute and the Vancouver Police Foundation and is Chairman Emeritus of the Investment Industry Association of Canada. As well, he is British Columbia's representative on the Advisory Committee to the Canadian Securities Transition Office to lead the transition to a single Canadian securities regulator and also a member of the Economic Advisory Council to the Federal Minister of Finance. Mr. Brown is the Honorary Chairman of the fund drive for the Emily Carr University of Art & Design. Peter Brown has been awarded several awards over the years including Ernst & Young's Pacific Entrepreneur of the Year, the Ernst & Young's Lifetime Achievement Award, the Order of British Columbia and Honorary Degrees from the University of British Columbia, Emily Carr University of Art & Design and The Justice Institute of British Columbia. He has been inducted into the Canadian Mining Hall of Fame, the Canadian Business Hall of Fame and the Business Laureates of BC Hall of Fame. Mr. Brown has received both the Queen's Golden and Diamond Jubilee Medals. Peter Brown has served on the boards of numerous private sector and crown corporations and currently sits on the board of Keg Restaurants Ltd. and as a Trustee of the BC Business Council.

**Minhas Mohamed, Director**

Mr. Mohamed is President, Chief Executive Officer and Co-Founder of MMV Financial Inc. which is a specialty finance company providing debt financing to emerging technology and life sciences companies across North America. Mr. Mohamed was also the founder and Managing Partner of MM Venture Partners (predecessor firm). Since its inception in 1998, MMV and the predecessor firm have invested over US\$400 million in 200+ companies across North America. Mr. Mohamed has overall management and strategic responsibility for MMV Financial. He has over 25 years of experience in the financing of technology and emerging growth companies, both in Canada and internationally. Prior to founding MM Venture Partners in August 1998, Mr. Mohamed spent 10 years as a senior partner and shareholder with Quorum Funding Corporation, one of Canada's leading technology-focused venture capital funds. Prior to Quorum, he spent several years at the venture capital subsidiary of Schroders PLC, and was also with Ernst & Young where he obtained his CA designation. He has been a director of many public companies, including Promis Systems and Quorum Funding and for 11 years an independent trustee of InnVest REIT. Mr. Mohamed is a founding member and former Chairman of the Toronto Venture Group. Mr. Mohamed

is a graduate of the University of Western Ontario and is a Chartered Accountant and a Chartered Financial Analyst.

**Ron Patterson, Director**

Mr. Patterson is a financial services and technology entrepreneur. In 2014 he co-founded and is Executive Chairman of Accur8 Software, based in Brattleboro, Vermont. Accur8 sells a software toolset, powered by data virtualization that enables software developers to build applications quickly and cost effectively. It also develops custom software applications for customers across the United States using its proprietary toolset and expertise. In 2004, Mr. Patterson co-founded and is Executive Vice President of MMV Financial Inc., a specialty finance company that provides debt to emerging technology companies across North America. MMV Financial and its predecessor firm have provided financing of over US\$400 million to 200+ technology companies. Mr. Patterson was a Partner for five years during the 1990s at Quorum Funding Corporation, a technology focused venture capital fund. Mr. Patterson began his career at Gordon Capital Corporation, a leading Canadian investment bank based in Toronto. Mr. Patterson has an Honours Business Degree from Wilfrid Laurier.

**Praveen Varshney, Secretary and Director**

Mr. Varshney is a 1987 University of British Columbia Commerce graduate who subsequently obtained his CPA, CA designation at KPMG and is now an FCPA, FCA. He is a Director of Vancouver-based Varshney Capital Corp., a family-owned venture capital, merchant banking & corporate advisory services firm. Varshney Capital invests in a wide variety of industries such as resource, real estate, alternative energy and technology. Current or past projects include Mountain Province Diamonds Inc., the largest diamond mine under development globally; Canada Zinc Metals Corp., a significant zinc deposit being developed in BC; and Carmanah Technologies Corporation, one of Canada's largest solar companies. He is a long-time member and past President of the Vancouver chapter of The Entrepreneurs' Organization and a founding director of the Vancouver chapter of The IndUS Entrepreneurs (TiE). Mr. Varshney was also on the Sauder School of Business Faculty Advisory Board for 12 years, University of British Columbia former President Stephen Toope's Strategic Advisory Council, a former Director of The Vancouver Board of Trade, and a past recipient of Business in Vancouver's 40 Under 40 Awards. He is also a director of the Varshney Family Charitable Foundation, a BC Social Venture Partner and on the advisory board of several charities such as Room to Read, OneProsper.org and Instruments Beyond Borders.

***Orders, Bankruptcies, Penalties or Sanctions***

To the knowledge of the Company, no proposed director is, as at the date of this Circular, or has been within the 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:

- (a) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, and which in all cases was in effect for a period of more than 30 consecutive days (an "**Order**"), which Order was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer of such company; or
- (b) was subject to an Order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer of such company.

Except as disclosed herein, to the knowledge of the Company, no proposed director:



- (a) is, as at the date of this Circular, or has been within 10 years before the date of this Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;
- (b) has, within 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or become subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his assets;
- (c) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (d) has been subject to any penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

## 2. Appointment of Auditor

Management proposes to nominate MNP LLP, Chartered Accountants, which firm has been auditor of the Company since 2009 as auditor of the Company to hold office until the next annual meeting of Shareholders.

**IT IS INTENDED THAT THE COMMON SHARES REPRESENTED BY PROXIES IN FAVOUR OF MANAGEMENT NOMINEES WILL BE VOTED IN FAVOUR OF THE APPOINTMENT OF MNP LLP, CHARTERED ACCOUNTANTS, AS AUDITOR OF THE COMPANY AND THE AUTHORIZING OF THE DIRECTORS TO FIX ITS REMUNERATION IN THE ABSENCE OF DIRECTION TO THE CONTRARY FROM THE SHAREHOLDER APPOINTING THEM. AN AFFIRMATIVE VOTE OF A MAJORITY OF THE VOTES CAST AT THE MEETING IS SUFFICIENT FOR THE APPOINTMENT OF THE AUDITOR.**

## 3. Amendment to Stock Option Plan

The Stock Option Plan, which is summarized above under “*Statement of Executive Compensation – Compensation Discussion and Analysis – Elements of Compensation Program – Stock Option Plan*”, was established in 2013 and amended as part of our initial public offering in 2015. A copy of the full Stock Option Plan giving effect to the proposed amendment is attached as Schedule “B” to this Circular, and the summary included herein is qualified in its entirety by reference to such Stock Option Plan as amended.

The aggregate number of Common Shares currently reserved for issuance under the Stock Option Plan is 1,700,000 Common Shares. The Company currently has options to acquire 1,353,038 Common Shares outstanding pursuant to the Stock Option Plan, leaving a total of 229,184 options available for grants.

Stock options are a key part of Mogo’s long term incentive compensation program and allow the company to attract, retain and motivate directors, officers, employees and consultants. The board of directors believes that it will soon come to the point where the 1,700,000 option pool is not sufficient to allow the Company to continue granting options. As a result, it is proposed that the Company’s option pool be amended to convert it into a “rolling” plan such that the maximum number of Common Shares that may be issued pursuant to options granted under the Stock Option Plan shall not exceed 15% of the total number of all issued and outstanding Common

Shares from time-to-time. The board of directors is focused on building the leading financial team in Canada and believes that this amendment will enable them to continue to align the team with shareholders while minimizing cash compensation.

Pursuant to the policies of the TSX, the foregoing amendment requires approval by the shareholders of the Company. In addition, if approved, the TSX will require that unallocated options under the Stock Option Plan as amended be reapproved by the Shareholders and Board every three years. Accordingly, if the Stock Option Plan as amended is approved at the Meeting, Shareholders will be asked to approve the unallocated options under the Stock Option Plan by June 8, 2019. If the Stock Option Plan as amended is not approved at the Meeting, the current Stock Option Plan without the amendment will continue to be effective in its current form. The full text of the proposed resolution to approve the amendment to the Stock Option Plan is attached as Schedule "A" to this Circular. To be effective, the resolution approving the amendment to the Stock Option Plan must be passed by a majority of the votes cast by Shareholders present in person or represented by proxy at the Meeting.

**IT IS INTENDED THAT THE COMMON SHARES REPRESENTED BY PROXIES IN FAVOUR OF MANAGEMENT NOMINEES WILL BE VOTED IN FAVOUR OF THE RESOLUTION TO AMEND THE STOCK OPTION PLAN IN THE ABSENCE OF DIRECTION TO THE CONTRARY FROM THE SHAREHOLDER APPOINTING THEM. AN AFFIRMATIVE VOTE OF A MAJORITY OF THE VOTES CAST AT THE MEETING IS SUFFICIENT FOR THE AMENDMENT OF THE STOCK OPTION PLAN.**

#### **OTHER MATTERS**

Management knows of no other matters to come before the Meeting other than the matters referred to in the Notice of Meeting, however, if any other matters which are not now known to management should properly come before the Meeting, the Proxy will be voted upon such matters in accordance with the best judgment of the person voting the Proxy.

#### **DEADLINE FOR SHAREHOLDER PROPOSALS**

If any person entitled to vote at an annual meeting of the Company's shareholders wishes to propose any matter for consideration at the next annual meeting, in order for such proposal to be considered for inclusion in the materials mailed to shareholders in respect of such meeting, such proposal must be received by the Company no longer than 90 days before the anniversary date of the Notice of Meeting that accompanied this Circular.

Our Articles contain an advance notice requirement for director nominations (the "Advance Notice Provisions"). Shareholders who wish to nominate candidates for election as directors must provide timely notice in writing to the Company at its principal executive offices at 401 West Georgia Street, Suite 2100, Vancouver, British Columbia V6B 5A1 attention: Secretary and include the information set forth in our Articles.

The notice must be made not less than 30 days and no more than 65 days prior to the date of the Meeting; provided, however, that in the event that the annual meeting is to be held on a date that is less than 50 days after the date on which the first public announcement of the date of the annual meeting was made, notice may be made not later than the close of business on the 10th day following such public announcement. In the case of a special meeting of Shareholders (which is not also an annual meeting), notice to the Company must be made not later than the close of business on the 15th day following the day on which the announcement in respect of such meeting was made. These provisions may preclude Shareholders from making nominations for directors at an annual or special meeting of Shareholders. The Board of Directors may, in its sole discretion, waive any requirement of the Advance Notice Provisions. For the purposes of the Advance Notice Provisions, "public announcement" means disclosure in a press release reported by a national news service in Canada, or in a document filed by the Company for public access under its profile on the SEDAR website maintained by the CSA at [www.sedar.com](http://www.sedar.com).

The foregoing description of the Advance Notice Provisions is intended as a summary only and does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all of the provisions of the Articles, which contain the full text of the Advance Notice Provisions, and which are available SEDAR at [www.sedar.com](http://www.sedar.com).

#### **ADDITIONAL INFORMATION**

Financial Information is provided in the Company's Financial Statements and Management's Discussion and Analysis for its most recently completed financial year. Copies of such documents can be requested by contacting Investor Relations at [investors@mogo.ca](mailto:investors@mogo.ca) or by calling 1-866-567-8077.

Additional information relating to the Company can also be found on SEDAR at [www.sedar.com](http://www.sedar.com).

#### **DIRECTORS' APPROVAL**

The undersigned hereby certifies that the directors of the Company have approved the contents and the sending of this Circular.

DATED: April 26, 2016

(*"Lisa Skakun"*)

Lisa Skakun

Chief Legal and Administrative Officer

Mogo Finance Technology Inc.

Vancouver, British Columbia

**APPENDIX A**  
**MOGO FINANCE TECHNOLOGY INC.**  
**(the “Corporation”)**

**MANDATE OF THE DIRECTORS**

**1. Purpose**

The primary function of the directors (individually a “Director” and collectively the “Board”) of the Corporation is to supervise the management of the business and affairs of the Corporation. Management is responsible for the day-to-day conduct of the business of the Corporation. The fundamental objectives of the Board are to enhance and preserve long-term shareholder value and to ensure that the Corporation conducts business in an ethical and safe manner. In performing its functions, the Board should consider the legitimate interests that stakeholders, such as employees, customers and communities, may have in the Corporation. In carrying out its stewardship responsibility, the Board, through the Corporation’s Chief Executive Officer (the “CEO”), should set the standards of conduct for the Corporation.

**2. Procedure and Organization**

The Board operates by delegating certain responsibilities and duties set out below to management or committees of the Board and by reserving certain responsibilities and duties for the Board. The Board retains the responsibility for managing its affairs, including selecting its chair (the “Chair of the Board”) and constituting committees of the Board. A majority of the members of the Board shall be independent within the meaning of National Instrument 58-101 – *Disclosure of Corporate Governance Practices* and the rules of any stock exchange or market on which the Corporation’s shares are listed or posted for trading (collectively, “Applicable Governance Rules”). In the event the Board selects a non-independent Director to serve as the Chair of the Board, it shall also select an independent Director to serve as the independent lead Director (the “Lead Director”). In this mandate, the term “independent” includes the meanings given to similar terms by Applicable Governance Rules, including the terms “non-executive”, “outside” and “unrelated” to the extent such terms are applicable under Applicable Governance Rules. The Board shall assess, on an annual basis, the adequacy of this mandate.

**3. Responsibilities and Duties**

The principal responsibilities and duties of the Board fall into a number of categories which are summarized below.

**(a) Legal Requirements**

- (i) The Board has the overall responsibility to ensure that applicable legal requirements are complied with and documents and records have been properly prepared, approved and maintained.
- (ii) The Board has the statutory responsibility to, among other things:
  - A. manage, or supervise the management of, the business and affairs of the Corporation;
  - B. act honestly and in good faith with a view to the best interests of the Corporation;

- C. declare conflicts of interest, whether real or perceived;
  - D. exercise the care, diligence and skill that a reasonably prudent individual would exercise in comparable circumstances; and
  - E. act in accordance with the obligations contained in the *Business Corporations Act* (British Columbia), the regulations thereunder, the memorandum and articles of the Corporation, applicable securities laws and policies, applicable stock exchange rules, and other applicable legislation and regulations.
- (iii) The Board has the responsibility for considering the following matters as a Board which may not be delegated to management or to a committee of the Board:
- A. any submission to the shareholders of any question or matter requiring the approval of the shareholders;
  - B. the filling of a vacancy among the directors or in the office of auditor, the appointment of any additional directors and the appointment or removal of any of the CEO, the Chair of the Board or the President of the Corporation;
  - C. the issue of securities except as authorized by the Board;
  - D. the declaration of dividends;
  - E. the purchase, redemption or any other form of acquisition of shares issued by the Corporation;
  - F. the payment of a commission to any person in consideration of the person purchasing or agreeing to purchase shares of the Corporation from the Corporation or from any other person, or procuring or agreeing to procure purchasers for any such shares except as authorized by the Board;
  - G. the approval of a management information circular;
  - H. the approval of a take-over bid circular, directors' circular or issuer bid circular;
  - I. the approval of an amalgamation of the Corporation;
  - J. the approval of an amendment to the memorandum or articles of the Corporation;
  - K. the approval of annual financial statements of the Corporation; and
  - L. any other matter which is required under the Applicable Governance Rules or applicable corporate laws to be decided by the Board as a whole.

In addition to those matters which at law cannot be delegated, the Board must consider and approve all major decisions affecting the Corporation, including all material acquisitions and

dispositions, material capital expenditures, material debt financings, issue of shares and granting of options.

(b) Strategy Development

The Board has the responsibility to ensure that there are long-term goals and a strategic planning process in place for the Corporation and to participate with management directly or through committees in developing and approving the strategy by which the Corporation proposes to achieve these goals (taking into account, among other things, the opportunities and risks of the business of the Corporation).

(c) Risk Management

The Board has the responsibility to safeguard the assets and business of the Corporation, identify and understand the principal risks of the business of the Corporation and to ensure that there are appropriate systems in place which effectively monitor and manage those risks with a view to the long-term viability of the Corporation.

(d) Appointment, Training and Monitoring Senior Management

The Board has the responsibility to:

- (i) appoint the CEO, and together with the CEO, to develop a position description for the CEO;
- (ii) with the advice of the Corporate Governance, Compensation and Nominating Committee, develop corporate goals and objectives that the CEO is responsible for meeting and to monitor and assess the performance of the CEO in light of those corporate goals and objectives and to determine the compensation of the CEO;
- (iii) provide advice and counsel to the CEO in the execution of the duties of the CEO;
- (iv) develop, to the extent considered appropriate, position descriptions for the Chair of the Board and the chair of each committee of the Board;
- (v) approve the appointment of all corporate officers;
- (vi) consider, and if considered appropriate, approve, upon the recommendation of the Corporate Governance, Compensation and Nominating Committee and the CEO, the remuneration of all corporate officers;
- (vii) consider, and if considered appropriate, approve, upon the recommendation of the Corporate Governance, Compensation and Nominating Committee, incentive-compensation plans and equity-based plans of the Corporation; and
- (viii) ensure that adequate provision has been made to train and develop management and members of the Board and for the orderly succession of management, including the CEO.

(e) Ensuring Integrity of Management

The Board has the responsibility, to the extent considered appropriate, to satisfy itself as to the integrity of the CEO and other officers of the Corporation and to ensure that the CEO and such other officers are creating a culture of integrity throughout the Corporation.

(f) Policies, Procedures and Compliance

The Board is responsible for the oversight and review of the following matters and may rely on management of the Corporation to the extent appropriate in connection with addressing such matters:

- (i) ensuring that the Corporation operates at all times within applicable laws and regulations and to appropriate ethical and moral standards;
- (ii) approving and monitoring compliance with significant policies and procedures by which the business of the Corporation is conducted;
- (iii) ensuring that the Corporation sets appropriate environmental standards for its operations and operates in material compliance with environmental laws and legislation;
- (iv) ensuring that the Corporation has a high regard for the health and safety of its employees in the workplace and has in place appropriate programs and policies relating thereto;
- (v) developing the approach of the Corporation to corporate governance, including to the extent appropriate developing a set of governance principles and guidelines that are specifically applicable to the Corporation; and
- (vi) examining the corporate governance practices within the Corporation and altering such practices when circumstances warrant.

(g) Reporting and Communication

The Board is responsible for the oversight and review of the following matters and may rely on management of the Corporation to the extent appropriate in connection with addressing such matters:

- (i) ensuring that the Corporation has in place policies and programs to enable the Corporation to communicate effectively with management, shareholders, other stakeholders and the public generally;
- (ii) ensuring that the financial results of the Corporation are adequately reported to shareholders, other security holders and regulators on a timely and regular basis;
- (iii) ensuring that the financial results are reported fairly and in accordance with applicable generally accepted accounting standards;

- (iv) ensuring the timely and accurate reporting of any developments that could have a significant and material impact on the value of the Corporation; and
- (v) reporting annually to the shareholders of the Corporation on the affairs of the Corporation for the preceding year.

(h) Monitoring and Acting

The Board is responsible for the oversight and review of the following matters and may rely on management of the Corporation to the extent appropriate in connection with addressing such matters:

- (i) monitoring the Corporation's progress in achieving its goals and objectives and, if necessary, revising and altering, through management, the direction of the Corporation in response to changing circumstances;
- (ii) considering taking action when performance falls short of the goals and objectives of the Corporation or when other special circumstances warrant;
- (iii) reviewing and approving material transactions involving the Corporation;
- (iv) ensuring that the Corporation has implemented adequate internal control and management information systems;
- (v) assessing the individual performance of each Director and the collective performance of the Board; and
- (vi) overseeing the size and composition of the Board as a whole to facilitate more effective decision-making by the Corporation.

4. **Board's Expectations of Management**

The Board expects each member of management to perform such duties, as may be reasonably assigned by the Board from time to time, faithfully, diligently, to the best of his or her ability and in the best interests of the Corporation. Each member of management is expected to devote substantially all of his or her business time and efforts to the performance of such duties. Management is expected to act in compliance with and to ensure that the Corporation is in compliance with all laws, rules and regulations applicable to the Corporation.

5. **Responsibilities and Expectations of Directors**

The responsibilities and expectations of each Director are as follows:

(a) Commitment and Attendance

All Directors should make every effort to attend all meetings of the Board and meetings of committees of which they are members. Members may attend by telephone.



(b) Participation in Meetings

Each Director should be sufficiently familiar with the business of the Corporation, including its financial position and capital structure and the risks and competition it faces, to actively and effectively participate in the deliberations of the Board and of each committee on which he or she is a member. Upon request, management should make appropriate personnel available to answer any questions a Director may have about any aspect of the business of the Corporation. Directors should also review the materials provided by management and the Corporation's advisors in advance of meetings of the Board and committees and should arrive prepared to discuss the matters presented.

(c) Code of Business Conduct and Ethics

The Corporation has adopted a Code of Business Conduct and Ethics to deal with the business conduct of Directors and officers of the Corporation. Directors should be familiar with the provisions of the Code of Business Conduct and Ethics. Each Director should also strive to perform his or her duties in keeping with current and emerging corporate governance best practices for directors of publicly-traded corporations.

(d) Other Directorships

The Corporation values the experience Directors bring from other boards on which they serve, but recognizes that those boards may also present demands on a Director's time and availability, and may also present conflicts issues. Directors should advise the chair of the Corporate Governance, Compensation and Nominating Committee before accepting any new membership on other boards of directors or any other affiliation with other businesses or governmental bodies which involve a significant commitment by the Director.

(e) Contact with Management

All Directors may contact the CEO at any time to discuss any aspect of the business of the Corporation. Directors also have complete access to other members of management. The Board expects that there will be frequent opportunities for Directors to meet with the CEO and other members of management in Board and committee meetings and in other formal or informal settings.

(f) Confidentiality

The proceedings and deliberations of the Board and its committees are, and shall remain, confidential. Each Director should maintain the confidentiality of information received in connection with his or her services as a director of the Corporation.

(g) Evaluating Board Performance

The Board, in conjunction with the Corporate Governance, Compensation and Nominating Committee, and each of the committees of the Board should conduct a self-evaluation at least annually to assess their effectiveness. In addition, the Corporate Governance, Compensation

and Nominating Committee should periodically consider the mix of skills and experience that Directors bring to the Board and assess, on an ongoing basis, whether the Board has the necessary composition to perform its oversight function effectively.

6. **Qualifications and Directors' Orientation**

Directors should have the highest personal and professional ethics and values and be committed to advancing the interests of the Corporation. They should possess skills and competencies in areas that are relevant to the business of the Corporation. The CEO, the Chair of the Board and the Corporate Governance, Compensation and Nominating Committee are jointly responsible for the provision of an orientation program for new Directors to explain the Corporation's approach to corporate governance and the nature and operation of its business. The CEO is also responsible for generating continuing education opportunities for all Directors so that members of the Board may maintain and enhance their skills as Directors.

7. **Meetings**

The Board should meet on at least a quarterly basis and should hold additional meetings as required or appropriate to consider other matters. In addition, the Board should meet as it considers appropriate to consider strategic planning for the Corporation. Financial and other appropriate information should be made available to the Directors in advance of Board meetings. Attendance at each meeting of the Board should be recorded. Management may be asked to participate in any meeting of the Board, provided that the CEO must not be present during deliberations or voting regarding his or her compensation.

Independent directors should meet separately from non-independent directors and management at least twice per year in conjunction with regularly scheduled Board meetings, and at such other times as the independent directors consider appropriate to ensure that the Board functions in an independent manner.

8. **Committees**

The Board has established an Audit Committee and a Corporate Governance, Compensation and Nominating Committee to assist the Board in discharging its responsibilities. Special committees of the Board may be established from time to time to assist the Board in connection with specific matters. The chair of each committee should report to the Board following meetings of the committee. The charter of each standing committee should be reviewed annually by the Board.

9. **Evaluation**

Each Director will be subject to an annual evaluation of his or her individual performance. The collective performance of the Board and of each committee of the Board will also be subject to annual review. Directors should be encouraged to exercise their duties and responsibilities in a manner that is consistent with this mandate and with the best interests of the Corporation and its shareholders generally.

10. **Resources**

The Board has the authority to retain independent legal, accounting and other consultants. The Board may request any officer or employee of the Corporation or outside counsel or the external/internal auditors to attend a meeting of the Board or to meet with any member of, or consultant to, the Board.

Directors are permitted to engage an outside legal or other adviser at the expense of the Corporation where for example he or she is placed in a conflict position through activities of the Corporation, but any such engagement shall be subject to the prior approval of the Corporate Governance, Compensation and Nominating Committee.

**Issue Date:** May 14, 2015  
**Review:** Annually  
**Revised Date:**

**Authorized By:**  
Board of Directors

## **SCHEDULE “A”**

### **AMENDMENT TO STOCK OPTION PLAN**

#### **RESOLVED THAT:**

1. Section 3.(b) of the Mogo Finance Technology Inc. Stock Option Plan (the “**Plan**”) be amended and restated as follows:
  - (b) The aggregate number of Shares reserved for issuance under the Plan shall not exceed 15% of the issued and outstanding Common Shares of the Corporation as at the date of grant (on a non-diluted basis). Any issuance of Shares from treasury pursuant to the exercise of Options shall automatically replenish the number of Shares available for Option grants under the Plan. No Option may be granted if such grant would have the effect of causing the total number of Shares subject to Options to exceed the above-noted total percentage of Shares reserved for issuance pursuant to the exercise of Options.
2. the Company has the ability to continue granting options under the Plan, as amended, until June 8, 2019, which is until the date that is three (3) years from the date when Shareholder approval is being sought;
3. any director or officer of the Company is hereby authorized and directed for and in the name of and on behalf of the Company to execute, or cause to be executed, whether under corporate seal of the Company or otherwise, and to deliver or cause to be delivered such certificates, instruments, agreements, notices and other documents, and to do or cause to be done all such other acts and things as such director or officer determines to be necessary or desirable in connection with the foregoing, such determination to be conclusively evidenced by the execution of such document, agreement or instrument or the doing of any such act or filing.

## **SCHEDULE “B”**

### **PROPOSED STOCK OPTION PLAN**

#### **1. Purpose**

The purpose of the stock option plan (the “**Plan**”) is to advance the interests of Mogo Finance Technology Inc. (the “**Corporation**”) and its shareholders by providing to the directors, officers, employees and consultants of the Corporation and its affiliates a performance incentive for continued and improved services with the Corporation and its affiliates. The terms of the Plan shall govern each option issued hereunder.

#### **2. Term of Plan**

The Plan is effective on November 15, 2013. Options may be granted under the Plan until the earlier of (i) the 10<sup>th</sup> anniversary of the effective date of the Plan, or (ii) the date on which the Board terminates the Plan.

#### **3. Shares**

- (a) The shares (“**Shares**”) that may be issued pursuant to the exercise of options (“**Options**”) granted under the Plan are common shares (the “**Common Shares**”) of the Corporation.
- (b) The aggregate number of Shares reserved for issuance under the Plan shall not exceed 15% of the issued and outstanding Common Shares of the Corporation as at the date of grant (on a non-diluted basis). Any issuance of Shares from treasury pursuant to the exercise of Options shall automatically replenish the number of Shares available for Option grants under the Plan. No Option may be granted if such grant would have the effect of causing the total number of Shares subject to Options to exceed the above-noted total percentage of Shares reserved for issuance pursuant to the exercise of Options.
- (c) Subject to the rules of the Toronto Stock Exchange (the “**TSX**”), if Options granted under this Plan expire, terminate or cease to be exercisable without having been exercised in full, the Shares which were reserved for issue pursuant to such Options but which were not issued become available for issue pursuant to the exercise of other Options under the Plan.

#### **4. Administration**

- (a) The Plan shall be administered by the board of directors of the Corporation (the “**Board**”) or any committee of directors of the Corporation designated by the Board (such designated directors being the “**Administrators**”). The Board or the Administrators, as the case may be, shall have full and complete authority to interpret the Plan and to prescribe such rules and regulations and make such other determinations as it or they deem necessary or desirable for the administration of the Plan, including without limitation the full power and authority to:
  - (i) adopt rules and regulations for implementing the Plan;

- (ii) determine the eligibility of persons to participate in the Plan, the number of Shares subject to Options, the fair market value of such Shares, and the vesting period of the Options;
  - (iii) determine when Options shall be granted, which eligible persons will be granted Options, the number of Shares subject to each Option granted to a Participant and the vesting for each Option;
  - (iv) interpret and construe the provisions of the Plan;
  - (v) restrict or limit the Shares and the nature of such restrictions and limitations, if any;
  - (vi) accelerate the exercisability or waive the termination of any Options, based on such factors as the Board or the Administrators may determine;
  - (vii) make exceptions to the Plan in circumstances which it or they determine to be exceptional; and
  - (viii) take such other steps as it or they determine to be necessary or desirable to give effect to the Plan.
- (b) Decisions of the Board or the Administrators shall be recorded in writing and shall be binding on the Corporation and on all persons eligible to participate in the Plan.
  - (c) The Board or the Administrators may make changes to the terms of any granted Options or the Plan to the extent necessary or desirable to comply with any rules, regulations or policies of the TSX, provided that the value of previously granted Options and the rights of Participants are not materially adversely affected by any such changes.

## 5. **Granting of Options to Participants**

The only persons to whom Options may be granted (“**Participants**”) shall be directors, officers, employees and consultants (as that term is defined in National Instrument 45-106) of the Corporation or its subsidiaries designated from time to time by the Board or the Administrators.

The Board or the Administrators may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Board or the Administrators may prescribe, grant Options to any Participant.

Notwithstanding the foregoing, the number of Common Shares:

- (a) issued to Insiders of the Corporation within any one year period, and
- (b) issuable to Insiders of the Corporation, at any time,

under the Plan, when combined with all of the Corporation’s other security-based compensation arrangements, must not exceed 10% of the Corporation’s total issued and outstanding Common Shares as at the applicable date of grant. For the purposes of this Plan the term “**Insider**” shall have the meaning given to such term in the TSX Company Manual.

## 6. Exercise Price

Subject to the rules of the TSX, the Board or the Administrators shall determine the exercise price (the “**Exercise Price**”) for an Option but in any event the Exercise Price will be no less than the last closing price of the Shares on the TSX prior to the date of grant of such Option.

## 7. Term and Vesting

- (a) Subject to any accelerated termination under this Plan, unless otherwise determined by the Board or Administrators at the time of grant, each Option shall be exercisable until the eighth anniversary of the date on which it is granted. Each Option that has not been exercised pursuant thereto on or before the close of business on its date of expiry shall forthwith expire and terminate and be of no further force or effect whatsoever.
- (b) Unless otherwise specified by the Board at the time of granting Options and except as otherwise provided in this Plan, each Option will vest and be exercisable as follows:

<u><b>Fraction of Total Number of Shares that may be Purchased</b></u>	<u><b>Exercise Period</b></u>
--	-------------------------------

1/4

Shall vest on the first anniversary of the date of grant; and

1/48

Shall vest at the end of each month following the first anniversary of the date of grant up to and including the fourth anniversary of the date of grant;

with the result that the entire Option subject to the grant shall be vested and exercisable as of the fourth anniversary of the date of grant.

- (c) Once a portion of an Option that has vested becomes exercisable, it remains exercisable until expiration or termination of the Option, unless otherwise specified by the Board in connection with the grant of such Option or pursuant to Section 16. Each Option or portion of an Option that has vested may be exercised at any time or from time to time, in whole or in part, for up to the total number of Shares with respect to which it is then exercisable. The Board or the Administrators has/have the right to accelerate the date upon which any portion of an Option that has vested becomes exercisable.
- (d) In the event that the expiry date of any Option occurs during, or within ten (10) business days following, a period when the Participant is prohibited by the blackout policies of the Corporation or the TSX from trading in Common Shares (a “**Blackout Period**”), the expiry date of the Option shall be automatically extended to the date which is ten (10) business days immediately following the end of the Blackout Period.

## 8. Termination of Employment

Unless otherwise specified by the Board at the time of granting Options:

- (a) If, at any time, a Participant ceases to be a full-time employee of the Corporation or a subsidiary as a result of the Participant's retirement, either with the concurrence of the Board or the Administrators at any time or after the person reaches the age of 65 years, any Options granted to such Participant and vested as of the Termination Date (as defined below) shall remain exercisable by such Participant until the earlier of: (i) 90 days following the Termination Date, and (ii) the expiration of such vested Options in accordance with their terms. As of the Termination Date, all unvested Options of such Participant shall expire and such Participant shall no longer be eligible for a grant of Options.
- (b) If, at any time, a Participant ceases to be a full-time employee of the Corporation or a subsidiary as a result of the Participant's death or physical or psychological Incapacity (as defined directly below), any Options granted to such Participant and vested as of the Termination Date shall remain exercisable by such Participant (or, in accordance with clause 14(b)(ii), the Participant's legal representative) until the earlier of: (i) 120 days following the date of death or the date on which the Board or the Administrators determine(s) that the Incapacity will prevent the employee from fulfilling his or her full-time duties with the Corporation, and (ii) the expiration of such vested Options in accordance with their terms. As of the Termination Date, all unvested Options of such Participant shall expire. **"Incapacity"** means the permanent and total incapacity of a Participant as determined in accordance with procedures established by the Board or the Administrators for purposes of this Plan.
- (c) If, at any time, a Participant ceases to be a full-time employee of the Corporation or a subsidiary as a result of the Participant's termination for cause, then, as of the Termination Date, the vested and unvested Options granted to such Participant shall expire and be of no further force or effect whatsoever and such Participant shall no longer be eligible for a grant of Options.
- (d) If, at any time, a Participant ceases to be a full-time employee of the Corporation or a subsidiary as a result of the Participant's resignation, then any Options granted to such Participant and vested as of the Termination Date shall remain exercisable by such Participant until the earlier of: (i) 30 days following the Termination Date, and (ii) the expiration of such Vested Options in accordance with their terms. As of the Termination Date, all unvested Options granted to such Participant shall expire and be of no further force or effect whatsoever and such Participant shall no longer be eligible for a grant of Options.
- (e) If, at any time, a Participant ceases to be a full-time employee of the Corporation or a subsidiary as a result of the Participant's dismissal without cause, any Options granted to such Participant and vested as of the Termination Date shall remain exercisable by such Participant until the earlier of: (i) 90 days following the Termination Date, and (ii) the expiration of such vested Options in accordance with their terms. As of the Termination Date, all unvested Options of such Participant shall expire and such Participant shall no longer be eligible for a grant of Options.
- (f) Where, in the case of a consultant, the Participant's consulting agreement or arrangement terminates by reason of: (i) termination by the Corporation or an affiliated corporation for any reason whatsoever other than for material breach of the consulting agreement or arrangement (whether or not such termination is effected in compliance with any termination provisions contained in the Participant's consulting agreement or



arrangement); or (ii) voluntary termination by the Participant; or (iii) the death or incapacity of the Participant, then any Options held by the Participant that are exercisable at the Termination Date, or at the date of the death or incapacity of the Participant, as the case may be, continue to be exercisable by the Participant until the earlier of: (A) the date that is 90 days from the Termination Date, or from the date of the death or incapacity of the Participant, as the case may be; and (B) the date on which the particular Options expire in accordance with their terms. Any Options held by the Participant that are not exercisable at the Termination Date, or at the date of the death or incapacity of the Participant, as the case may be, immediately expire and are cancelled on such date.

- (g) Where, in the case of a consultant, the Participant's consulting agreement or arrangement is terminated by the Corporation or an affiliated corporation for material breach of the consulting agreement or arrangement (whether or not such termination is effected in compliance with any termination provisions contained in the Participant's consulting agreement or arrangement), then any Options held by the Participant, whether or not such Options are exercisable at the Termination Date, immediately expire and are cancelled on the Termination Date at a time determined by the Board, in its discretion.
- (h) If, at any time, a Participant ceases to be a director or officer of the Corporation or a subsidiary (and is not or does not continue as a full-time employee of the Corporation or a subsidiary), the Options granted to such Participant and vested as of the Termination Date may be exercised by such Participant until the earlier of: (i) 90 days following the Termination Date, and (ii) the expiration of such vested Options in accordance with their terms. As of the Termination Date, all unvested Options granted to such Participant shall cease and terminate and be of no further force or effect whatsoever.
- (i) Notwithstanding any other provisions of this Section 8 but subject to the rules of the TSX, the Board or the Administrators may extend the expiration date of vested and unvested Options of a Participant who ceases to be a full-time employee, consultant, officer or director of the Corporation or a subsidiary beyond the expiry dates set out above, provided that such extended dates are not later than the assigned expiry date of any such Option.

**“Termination Date”** means:

- (i) in the case of a Participant whose employment or term of office with the Corporation or a subsidiary terminates in the circumstances set out in Section 8, the date that is designated by the Corporation or a subsidiary, as the case may be, as the last day of the Participant's active employment or term of office with the Corporation or a subsidiary, as the case may be, provided that in the case of termination of employment by voluntary resignation by the Participant, such date shall not be earlier than the date notice of resignation was given, and “Termination Date” specifically does not mean the date on which any period of non-working reasonable notice that the Corporation or a subsidiary, as the case may be, may be required at law to provide to the Participant, would expire; and
- (ii) in the case of a Participant who is a consultant and whose consulting agreement or arrangement with the Corporation or a subsidiary, as the case may be, terminates in the circumstances set out in Section 8, the date that is designated by the Corporation or a subsidiary, as the case may be, as the date on which the Participant's consulting agreement or arrangement is terminated, provided that in the case of voluntary termination by the Participant, such date shall not be earlier

than the date notice of voluntary termination was received by the Corporation, and “Termination Date” specifically does not mean the date on which any non-working period of notice of termination that the Corporation or a subsidiary, as the case may be, may be required to provide to the Participant under the terms of the consulting agreement or arrangement, would expire.

**9. Stock Option Plan Agreement**

The Corporation shall enter into an agreement with each Participant on the date of grant of Options substantially in the form of Schedule 1 (or such other form as may be acceptable to the Board or the Administrators) evidencing the Participant’s right to acquire Shares in accordance with the Plan. Each agreement will specify the number of Shares that are subject to the Options and will provide for the adjustment of that number in accordance with Section 15. The Participant acknowledges that such agreement will include a provision that, in certain circumstances as set out in the agreement, will require the Participant to sell its Shares to a party making an offer to purchase all of the Shares of the Corporation.

**10. Right to Employment**

Nothing contained in this Plan or in any Option granted under this Plan shall confer upon any person any right to continued employment with the Corporation or a subsidiary or interfere in any way with the rights of the Corporation or a subsidiary in connection with the employment or termination of any such person.

**11. Status as Shareholder**

The Participant or the Participant’s legal representative shall not, by reason of the grant of any Option, be considered to be a stockholder of the Corporation until an Option has been duly exercised. No person shall enjoy any of the rights or privileges of a holder of Shares subject to Options until that person becomes the holder of record of those Shares.

**12. Exercise of Option**

- (a) Subject to Subsection 12(b), the vested portion of an Option may be exercised at any time, or from time to time, during its term. A person electing to exercise an Option shall give written notice of the election to the Secretary of the Corporation substantially in the form of Exhibit A to Schedule 1, or such other form acceptable to the Board or the Administrators. A cash payment equal to the Exercise Price for each Share to be acquired pursuant to the exercise of Options shall accompany the written notice.
- (b) The exercise of any Option shall be subject to the condition that if at any time the Corporation shall determine in its sole discretion that it is necessary or desirable to comply with any legal requirement or the requirements of the TSX or other regulatory authority as a condition of, or in connection with, such exercise or the issue of Shares as a result thereof, then in any such event such exercise shall not be effective unless such compliance shall have been effected on conditions satisfactory to the Corporation.
- (c) Upon actual receipt by the Corporation of written notice addressed to the Secretary of the Corporation and payment for the Shares to be purchased, the person exercising the Option shall be registered in the books of the Corporation as the holder of the appropriate number of Shares and a share certificate shall be issued to such person.

- (d) The exercise of any Option may be made conditional on the Participant becoming a party to an escrow agreement as required by the rules of the TSX and will otherwise be subject to the rules of the TSX.

**13. Intentionally Left Blank**

**14. Transferability**

- (a) Except as set forth in Subsection 14(b), Options are not transferable.
- (b) Options may be exercised only by:
  - (i) the Participant to whom the Options were granted; or
  - (ii) (A) upon the Participant's death, by the legal representative of the Participant's estate; or  
(B) upon the Participant becoming mentally incapable, the legal representative having authority to deal with the property of the Participant;provided that any such legal representative shall first deliver evidence satisfactory to the Corporation of entitlement to exercise any Option.
- (c) A person exercising an Option may subscribe for Shares only in the person's own name or in the person's capacity as a legal representative.

**15. Adjustment of Options**

- (a) The existence of any Options does not affect in any way the right or power of the Corporation or its shareholders to make, authorize or determine any adjustment, recapitalization, reorganization or any other change in the Corporation's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation, to create or issue any bonds, debentures, shares or other securities of the Corporation or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or to effect any other corporate act or proceeding, whether of a similar character or otherwise, whether or not any such action referred to in this section would have an adverse effect on this Plan or any Option granted hereunder.
- (b) In the event of any subdivision, redivision or other similar change in the Shares at any time prior to the termination of an Option into a greater number of Shares, the Corporation shall deliver at the time of any exercise thereafter of an Option such additional number of Shares as would have resulted from such subdivision, redivision or change if such exercise of an Option had taken place prior to the date of such subdivision, redivision or change and the Exercise Price for such Shares shall be adjusted accordingly.
- (c) In the event of any merger, consolidation, recapitalization or other similar corporate change affecting the Shares at any time prior to the termination of an Option, the Board shall make such adjustments as each deems equitable to the number and kind of shares or other property to be delivered by the Corporation on any exercise thereafter of an Option, the Exercise Price of an Option and any other

term of the Option as it deems necessary to prevent the dilution or enlargement of the rights of Participants thereunder.

- (d) No fractional Shares shall be issued upon the exercise of an Option. If, as a result of any adjustment under this Section 15 a Participant would be entitled to a fractional Share, the Participant shall have the right to acquire only the adjusted number of full Shares and no payment or other adjustment shall be made with respect to the fractional Shares so disregarded.

## **16. Change in Control**

- (a) Notwithstanding anything else in this Plan or any Stock Option Plan Agreement, the Board has the right to provide for the conversion or exchange of any outstanding Options into or for options, rights or other securities in any entity participating in or resulting from a Change in Control (as defined below).
- (b) Upon the Corporation entering into a binding agreement relating to a transaction which, if completed, would result in a Change in Control, the Corporation shall give written notice of the proposed Change in Control to the Participants, together with a description of the effect of such Change in Control on outstanding Options, not less than 10 days prior to the closing of the transaction resulting in the Change in Control.
- (c) In the event of and in connection with a transaction that would constitute a Change in Control, notwithstanding anything else in this Plan but subject to the specific terms of any Stock Option Plan Agreement to the contrary, the Board shall have the right, in its discretion, to deal with any or all Options (or any portion thereof) issued under this Plan in the manner it deems fair and reasonable in the circumstances of the Change in Control. Without limiting the generality of the foregoing, in connection with a Change in Control, the Board, without any action or consent required on the part of any Participant, shall have the right to:
  - (i) determine that the Options, in whole or in part and whether vested or unvested, shall remain in full force and effect in accordance with their terms after the Change in Control;
  - (ii) provide for the conversion or exchange of any or all Options (or any portion thereof, whether vested or unvested) into or for options, rights or other securities in any entity participating in or resulting from a Change in Control;
  - (iii) cancel any unvested Options (or any portions thereof) without payment of any kind to any Participant;
  - (iv) accelerate the vesting of outstanding Options;
  - (v) provide for outstanding Options to be purchased;
  - (vi) accelerate the date by which any or all Options or any portion thereof, whether vested or unvested, must be exercised either in whole or in part;
  - (vii) deem any or all Options or any portion thereof, whether vested or unvested (including those accelerated pursuant to this Plan) to have been exercised in whole

or in part, tender, on behalf of the Participant, the underlying Shares that would have been issued pursuant to the exercise of such Options to any third party purchaser in connection with the Change in Control, and pay to the Participant on behalf of such third party purchaser an amount per underlying Share equal to the positive difference between the Change in Control price of the Shares and the applicable Exercise Price;

- (viii) cancel any or all outstanding Options (including those accelerated under pursuant to this Plan) either in whole or in part and pay to the Participant an amount per underlying Share equal to the positive difference between the Change in Control price of the Shares and the applicable Exercise Price; or
  - (ix) take such other actions, and combinations of the foregoing actions or any other actions permitted under this Section 16(c), as it deems fair and reasonable under the circumstances.
- (d) For purposes of this Agreement, a **“Change in Control”** means the happening of any of the following events: (i) any transaction pursuant to which (A) the Corporation goes out of existence, or (B) any person, or any associate or affiliated corporation of such person (as those terms are defined in the *Business Corporations Act* (British Columbia) (the **“BCBCA”**)), (other than the Corporation, a subsidiary of the Corporation or an employee benefit plan of the Corporation (including any trustee of such plan acting as trustee)) hereafter acquires the direct or indirect “beneficial ownership” (as defined in the BCBCA) of securities of the Corporation representing 50% or more of the aggregate voting power of all of the Corporation’s then issued and outstanding securities; (ii) the sale of all or substantially all of the Corporation’s assets to a person other than a person that was an affiliated corporation of the Corporation; (iii) the dissolution or liquidation of the Corporation except in connection with the distribution of assets of the Corporation to one or more persons which were affiliated corporations prior to such event; or (iv) the occurrence of a transaction requiring approval of the Corporation’s shareholders involving the acquisition of the Corporation by an entity through purchase of assets, by amalgamation or otherwise.

## **17. Alterations in Plan**

- (a) Subject to Section 17(b), the Board or the Administrators may at any time or from time to time without shareholder approval alter, amend, vary, suspend, terminate or cancel the Plan or amend any Options issued pursuant to the Plan. The foregoing ability to alter, amend, vary, suspend, terminate or cancel the Plan or amend any Options issued pursuant to the Plan shall be subject to the rules of the TSX.
- (b) Subject to any additional requirements of the rules of the TSX, the following amendments to the Plan or to Options issued pursuant to the Plan shall not be made without prior approval of the TSX and approval of the shareholders of the Corporation:
  - i) a reduction in the Exercise Price of an Option held by an Insider of the Corporation;
  - ii) an extension of the term of an Option held by an Insider of the Corporation;
  - iii) any amendment to remove the Insider participation limits set out in Section 5;

- iv) an increase in the maximum number of Common Shares issuable pursuant to Options granted under this Plan; and
- v) amendments to this Section 17.

**18. Termination of Plan**

The Board may terminate the Plan at any time in its discretion. If the Plan is so terminated, no further Options shall be granted but the Options then outstanding shall continue in full force and effect in accordance with the provisions set out above.

**19. Compliance with Statutes and Regulations**

The granting of Options and the sale of Shares under the Plan shall be carried out in compliance with applicable statutes and with the regulations of governmental authorities.

**20. Participant's Entitlement**

Except as otherwise provided in this Plan, Options previously granted under this Plan, whether or not then exercisable, are not affected by any change in the relationship between, or ownership of, the Corporation and an affiliated corporation. For greater certainty, all Options remain valid and exercisable in accordance with the terms and conditions of this Plan and are not affected by reason only that, at any time, an affiliated corporation ceases to be an affiliated corporation.

**21. Withholding Taxes**

The exercise of each Option granted under this Plan is subject to the condition that if at any time the Corporation determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such exercise, such exercise is not effective unless such withholding has been effected to the satisfaction of the Corporation. In such circumstances, the Corporation may require that a Participant pay to the Corporation, in addition to and in the same manner as the Exercise Price for the Shares, such amount as the Corporation is obliged to remit to the relevant taxing authority in respect of the exercise of the Option. Any such additional payment is due no later than the date as of which any amount with respect to the Option exercised first becomes includable in the gross income of the Participant for tax purposes.

**22. Rights of Participant**

No Participant has any claim or right to be granted an Option (including, without limitation, an Option granted in substitution for any Option that has expired pursuant to the terms of this Plan), and the granting of any Option is not to be construed as giving a Participant a right to remain in the employ of the Corporation or an affiliated corporation. No Participant has any rights as a shareholder of the Corporation in respect of Shares issuable on the exercise of rights to acquire Shares under any Option until the allotment and issuance to the Participant of certificates representing such Shares.

**23. Indemnification**

Every Director will at all times be indemnified and saved harmless by the Corporation from and against all costs, charges and expenses whatsoever including any income tax liability arising from any such indemnification, that such Director may sustain or incur by reason of any action, suit or

proceeding, taken or threatened against the Director, otherwise than by the Corporation, for or in respect of any act done or omitted by the Director in respect of this Plan, such costs, charges and expenses to include any amount paid to settle such action, suit or proceeding or in satisfaction of any judgement rendered therein. This indemnification is in addition to any rights of indemnification a Director may have under the Articles of the Corporation, any agreement, any vote of shareholders or disinterested directors or otherwise.

**24. Participation in the Plan**

The participation of any Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does not constitute a condition of employment nor a commitment on the part of the Corporation to ensure the continued employment of such Participant. The Plan does not provide any guarantee against any loss which may result from fluctuations in the market value of the Shares. The Corporation does not assume responsibility for the income or other tax consequences for the Participants and they are advised to consult with their own tax advisors.

**25. Governing Law**

The Plan, and determinations made and actions taken in connection with the Plan, shall be governed by the laws of the Province of British Columbia and the federal laws of Canada and construed in accordance therewith.

## Schedule 1

### **MOGO FINANCE TECHNOLOGY INC. STOCK OPTION PLAN AGREEMENT**

NOW THEREFORE this agreement is entered into this [ ] day of [ ], [ ] (the “**Date of Grant**”) between Mogo Finance Technology Inc. (the “**Corporation**”) and \_\_\_\_\_ (the “**Participant**”) pursuant to the Stock Option Plan (the “**Plan**”) implemented by the Corporation effective November 15, 2013 as amended to date, a copy of which is annexed hereto.

1. Pursuant to the Plan, the Corporation hereby grants non-assignable, non-transferable options (collectively, the “**Options**”) to acquire \_\_\_\_\_ Shares (as defined in the Plan) at an exercise price of \$[ ] per Share (the “**Exercise Price**”) and agrees to issue Shares to the Participant in accordance with the terms of the Plan upon the due exercise of the Options.
2. The Options will vest and be exercisable as follows:

**Fraction of Total Number of  
Shares that may be Purchased**

**Exercise Period**

1/4

Shall vest on the first anniversary of the date of grant; and

1/48

Shall vest at the end of each month following the first anniversary of the date of grant up to and including the fourth anniversary of the date of grant;

with the result that the entire Option subject to the grant shall be vested and exercisable as of the fourth anniversary of the date of grant. Once a portion of an Option that has vested becomes exercisable, it remains exercisable until expiration or termination of the Option, unless otherwise specified by the Board in connection with the grant of such Option or pursuant to the Plan.

3. The exercise of the Options granted hereby, issuance of Shares and ownership of the Shares are subject to the terms and conditions of the Plan (all of which are incorporated into and form part of this Stock Option Plan Agreement) and this Stock Option Plan Agreement.
4. Nothing in the Plan or in this Stock Option Plan Agreement will affect the Corporation’s right, or that of an affiliated corporation, to terminate the employment of, term of office of, or consulting agreement or arrangement with a Participant at any time for any reason whatsoever. Upon such termination, a Participant’s rights to exercise Options will be subject to restrictions and time limits for the exercise of Options. Complete details of such restrictions are set out in the Plan, and in particular in Section 8 thereof.
5. Each notice relating to the Option, including the exercise thereof, must be in writing. All notices to the Corporation must be delivered personally or by prepaid registered mail and must be addressed to the secretary of the Corporation. All notices to the Participant will be addressed to the principal address of the Participant on file with the Corporation. Either the Corporation or the Participant may designate a different address by written notice to the other. Such notices are deemed to be received, if delivered personally, on the date of delivery, and if sent by prepaid, registered mail, on the fifth business day following the date of mailing. Any notice given by either the Participant or the Corporation is not binding on the recipient thereof until received.



6. The Participant hereby agrees that:
  - (a) any rule, regulation or determination, including the interpretation by the Board or the Administrators of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all persons including the Corporation and the Participant; and
  - (b) the grant of the Option does not affect in any way the right of the Corporation or any affiliated corporation to terminate the employment of the Participant.
7. This Stock Option Plan Agreement shall be binding upon and enure to the benefit of the Corporation, its successors and assigns and the Participant and the legal representative of the Participant's estate and any other person who acquires Shares by bequest or inheritance.
8. By executing this Stock Option Plan Agreement, the Participant confirms and acknowledges that the Participant has not been induced to enter into this agreement or acquire any Options by expectation of employment or continued employment with the Corporation or its subsidiaries.
9. This Stock Option Plan Agreement has been made in and is to be construed under and in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

**MOGO FINANCE TECHNOLOGY INC.**

Per: \_\_\_\_\_  
 Authorized Signatory

SIGNED, SEALED AND DELIVERED )  
 in the presence of )

\_\_\_\_\_  
 (Witness)

)  
 )  
 )  
 )  
 )  
 )  
 \_\_\_\_\_  
 (Signature of Participant)

**Exhibit A to Schedule 1**

**NOTICE TO EXERCISE**

**TO:** The Secretary of Mogo Finance Technology Inc. (the “**Corporation**”)

- (a) The undersigned hereby elects to purchase \_\_\_\_\_ Shares (as defined in the Stock Option Plan of the Corporation dated November 15, 2013 as amended to date (the “**Plan**”) pursuant to the terms of the stock option plan agreement dated [ ] [ ], [ ] (the “**Option Agreement**”) between the undersigned and the Corporation, and tenders herewith payment in full of the purchase price thereof.
- (b) Please issue a certificate or certificates representing the Shares in the name of the undersigned, whose address is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
(Name of Participant – Please Print)



