

AMENDING AGREEMENT NO. 1

THIS AMENDING AGREEMENT (this “**Agreement**”) is dated as of December 30, 2024 between **1493819 B.C. LTD.**, a corporation incorporated under the laws of the Province of British Columbia (the “**Purchaser**”) and **BANXA HOLDINGS INC.**, a corporation incorporated under the laws of the Province of British Columbia (the “**Corporation**”).

WHEREAS the Purchaser and the Corporation (each, a “**Party**” and, collectively, the “**Parties**”) entered into an arrangement agreement dated December 19, 2024 (the “**Arrangement Agreement**”);

AND WHEREAS Section 8.1 of the Arrangement Agreement provides that the Arrangement Agreement and the Plan of Arrangement (as defined below) may be amended by mutual written agreement of the Parties;

AND WHEREAS, the Parties wish to amend the Arrangement Agreement and the Plan of Arrangement as provided in this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1 Definitions

Capitalized terms used but not otherwise defined in this Agreement have the meanings given to them in the Arrangement Agreement.

Section 2 Amendment to the Arrangement Agreement

- (a) The definition of “Affected Securityholders” in Section 1.1 of the Arrangement Agreement and Section 1.1 of the Plan of Arrangement attached as Schedule A to the Arrangement Agreement (the “**Plan of Arrangement**”) is deleted in its entirety and replaced by the following:

“Affected Securityholders” means the Shareholders, the Optionholders and the Warrantholders.

- (b) The first paragraph of Section 2.2 of the Arrangement Agreement is deleted in its entirety and replaced by the following:

“Nineteen (19) days after the date of this Agreement or such other date as is mutually agreed to in writing between the Corporation and the Purchaser, the Corporation shall apply to the Court in a manner reasonably acceptable to the Purchaser pursuant to Section 291 of the BCBCA and, in cooperation with the Purchaser, prepare, file and diligently pursue a motion for the Interim Order, which must provide, among other things:”

Section 3 Reference to and Effect on the Arrangement Agreement

With the exception of the amendments provided for in Section 2, the Arrangement Agreement and the Plan of Arrangement shall each continue in full force and effect unamended; *provided however*, that, on and after the date of this Agreement:

- (a) any reference to “this Agreement” in the Arrangement Agreement and any reference to the Arrangement Agreement in any other agreements, exhibits or schedules thereto will mean the Arrangement Agreement as amended by this Agreement; and

- (b) any reference to “this Plan of Arrangement” or “the Plan of Arrangement” in the Plan of Arrangement or the Arrangement Agreement, as the case may be, and any reference to the Plan of Arrangement in any other agreements, exhibits or schedules to the Arrangement Agreement will mean the Plan of Arrangement as amended by this Agreement.

Section 4 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the other Party.

Section 5 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 6 Governing Law

This Agreement will be governed by, interpreted and enforced in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

Section 7 Counterparts and Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement among the Parties.

[Signature page follows.]

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

1493819 B.C. LTD.

By: (signed) "Zafer Qureshi"
Name: Zafer Qureshi
Title: Executive Director & Co-CEO

BANXA HOLDINGS INC.

By: (signed) "Richard Wells"
Name: Richard Wells
Title: Director