

AMENDING AGREEMENT

THIS AGREEMENT made as of the 2nd day of March, 2020

BETWEEN:

INEX USA, a Nevada Domestic Corporation with an address at 5580 S. Fort Apache Road, Suite 110, Las Vegas, Nevada 89148

(hereinafter referred to as “**INEX**”)

- and -

TEVANO PAYMENT SYSTEMS INC., a British Columbia corporation with an address at Suite 1507, 1030 West Georgia, Vancouver, BC V6E-3M5

(hereinafter referred to as “**Tevano**”)

WHEREAS:

(A) the parties hereto entered into a contribution agreement dated effective December 3, 2018 pursuant to which, and subject to the terms thereof, INEX agreed to contribute, transfer and set over certain technology to Tevano in exchange for equity and debt of Tevano (the “**Contribution Agreement**”);

(B) §6.11 of the Contribution Agreement provides that such agreement may be amended by an agreement in writing signed by the parties thereto; and

(C) the parties hereto wish to enter into this Amending Agreement in the manner set forth herein.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. In this Amending Agreement capitalized terms not otherwise defined herein will have the meaning given to them in the Contribution Agreement.

2. §1.4(b) of the Contribution Agreement is hereby deleted in its entirety and replaced with the following:

“(b) Tevano shall pay the INEX Remainder by issuing a convertible promissory note in favour of INEX for the INEX Remainder, attached hereto as Schedule B (the “**Note**”). The Note shall be interest-free and repayable upon demand on the earlier of (i) two (2) years after the Shares become publically

traded on a Canadian or U.S. securities exchange or exchanged for securities of a company listed for trading on such a securities exchange; or (ii) January 1, 2023 (or earlier at any time in the sole discretion of Tevano without penalty) but convertible (without requiring conversion of any other promissory note) at any time in whole or in part in Tevano's sole discretion into Shares based on the greater of (i) \$0.02 and (ii) the thirty-day weighted average price of the Shares if they are traded on a designated stock exchange.;"

3. The Contribution Agreement is, in all other respects, ratified, confirmed and approved.

4. This Amending Agreement may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

(Remainder of page left intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, this Amending Agreement has been executed by the parties hereto on the day and year first written above.

INEX USA

Per: “Slawomir Wesierski”
Name: Slawomir Wesierski
Title: President

TEVANO PAYMENT SYSTEMS INC.

Per: “Jack Khorchidian”
Name: Jack Khorchidian
Title: CEO