

## AMENDING AGREEMENT

**THIS AGREEMENT** made as of the 1<sup>st</sup> day of November, 2022.

**B E T W E E N:**

**PIMA ZINC CORP.**, a corporation continued and existing under the *Business Corporations Act* (British Columbia)

(hereinafter referred to as "**Pima**")

- and -

**CYBEATS TECHNOLOGIES INC.**, a corporation incorporated and existing under the *Business Corporations Act* (Ontario)

(hereinafter referred to as "**Cybeats**")

- and -

**SCRYB INC.**, a corporation incorporated and existing under the *Business Corporations Act* (Ontario)

(hereinafter referred to as "**Scryb**")

-and –

**2635212 ONTARIO INC.**, a corporation incorporated and existing under the *Business Corporations Act* (Ontario)

(hereinafter referred to as "**Pima Subco**")

**WHEREAS** pursuant to an amalgamation agreement (the "**Amalgamation Agreement**") dated as of the 11<sup>th</sup> day of August, 2022, between Pima, Cybeats, Scryb and Pima Subco, the Parties have agreed, subject to the satisfaction of certain conditions precedent, to carry out a three-cornered Amalgamation pursuant to Section 174 of the *Business Corporations Act* (Ontario) (the "**OBCA**");

**AND WHEREAS** the parties proposed to amend the Amalgamation Agreement, such that Scryb will be issued 10,000,000 Pima Warrants (as such term is defined in the Amalgamation Agreement) on the Effective Date;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual provisions and covenants herein, the parties hereby agree as follows:

1. The Agreement is hereby amended as follows:
  - (a) Section 1.2(m)(i) shall be deleted and replaced with the following:

Scryb shall receive an aggregate of 60,000,000 fully paid and non-assessable Pima Shares and 10,000,000 Pima Warrants in exchange for all of the issued and outstanding Cybeats Shares held, following which all such Cybeats Shares shall be cancelled;

- (b) The definition of "PP Warrants" shall be deleted and replaced with the following:

**"PP Warrants"** mean the Pima Subco Share purchase warrants issued in connection with the Financing, each warrant entitling the holder to acquire one Pima Subco Share at an exercise price of \$0.60 per Pima Subco Share for a period of eighteen (18) months from the Effective Date.

- (c) Section 8.1(e) shall be deleted and replaced with the following:

The Financing shall have been completed by December 31, 2022.

- (d) Section 9.1(e) shall be deleted and replaced with the following:

The Financing shall have been completed by December 31, 2022.

- (e) The definition of "Termination Date" shall be deleted and replaced with the following:

**"Termination Date"** means December 31, 2022.

2. all other amendments, deletions and additions necessary to give effect to the foregoing are hereby deemed made to the Agreement without in any way prejudicing any other provisions of the Agreement.

3. In all other respects the terms and conditions set forth in the Agreement shall remain unamended, and time shall remain of the essence.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF** the parties hereto have executed these presents the day and year first above written.

**PIMA ZINC CORP.**

By: *"Albert Contardi"*

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Name: Albert Contardi

Title: Chief Executive Officer

**CYBEATS TECHNOLOGIES INC.**

By: *"Yoav Raiter"*

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Name: Yoav Raiter

Title: Chief Executive Officer

**2635212 ONTARIO INC.**

By: *"Albert Contardi"*

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Name: Albert Contardi

Title: Chief Executive Officer

**SCRYB INC.**

By: *"Clark Kent"*

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Name: Clark Kent

Title: President