FIRST AMENDMENT

(To the Assignment of Intellectual Property Rights Agreement of technologies reducing the degree of acidity in edible oils, dated November 25, 2018 (attached as appendix B to Founders Agreement dated, November 25, 2018))

This First Amendment (the "**Amendment**") is entered into as of June 17, 2021 (the "**Effective Date**"), in connection with the Assignment of Intellectual Property Rights Agreement of technologies reducing the degree of acidity in edible oils, dated November 25, 2018 (attached as appendix B to the Founders Agreement dated, November 25, 2018) (the "**Assignment Agreement**" and "**Founders Agreement**", respectively), by and between Beyond Oil Ltd. (the "**Company**") and Pinhas Or, [redacted] ("**Pinhas Or**").

(Redacted content includes Pinhas Or's personal information)

Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Founders Agreement and/or Assignment Agreement, unless specifically stated otherwise herein.

WHEREAS, the parties have entered into the Assignment Agreement, and now wish to amend the Assignment Agreement as of the Effective Date, in the manner set forth in this Amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Amendment

(i) Section 3.1 (Royalties) of the Assignment Agreement shall be deleted in its entirety and replaced with the following:

"3.*1 (a) Should Assignor's engagement (whether directly or indirectly as a service provider) and/or engagement with the Company, as the case may be, terminated by the Company, for any reason whatsoever other than Cause, the Assignor or his legal successors, as the case may be, shall be entitled, as of the date of such termination, to a consideration for the Assignment of Rights, at the rate of 3% of the Company's Net Sales, based on its annual financial statements (the "**Royalty**").*

In the event of the death of the Assignor, the Royalty will only be payable to the Assignor, or his legal successors, if the Assignor dies on or before the day that is ten (10) years from the date hereof, and in such case, will only be payable for five (5) years from the date of death.

For that Purpose:

*"**Cause**" shall mean any of the circumstances set forth herein: (i) perpetration of a criminal offence by the Assignor against the Company, (ii) the Assignor materially breaches any of the terms of: (A) Section 5 of the Assignment Agreement; or (B) Sections 4.3.2(ii) of the Consulting Agreement dated the date hereof and such material breach has not been cured (if capable of cure) within thirty (30) days after receipt of written notice of such breach by the Assignor from the Company;*

*"**Net Sales**" shall mean: All revenues from the sale of all products or services by the Company, less any refunds or credits or allowances actually granted by the Company.*

*(b) The aforementioned consideration shall be paid to the Assignor, for each quarter/year (depending on the company financial statements) in the earlier of a 8 (eight) years period following his termination of or engagement, as the case may be at the Company or an Exit Event in the Company (“**Term of Entitlement**”), and shall be transferred to the Assignor, promptly following the approval of Company’s quarter/annual financial statements by the Company's board for any quarter/year in the Term of Entitlement, but in any event, no later than by the fifth (5^{th}) day following the approval of such quarterly/annually financial statement during the Term of Entitlement. **"Exit Event"** shall mean the sale of all the Company's shares or all or substantially all of the Company's assets in one transaction or in a series of related transaction including by way of a perpetual license to be granted by the Company or by way of merger the result of which will be that the Company's shareholders will hold less than 50% of the shares and voting rights in the surviving entity, and all at a minimal Company valuation of US$100,000,000 (one hundred million). For greater certainty, the proposed public listing transaction with FTC Cards Inc. will not constitute an Exit Event”.*

(ii) Section 6 (Limitation of Liability) of the Assignment Agreement shall be deleted in its entirety.

2. This Amendment shall take effect following the Effective Date.

3. This Amendment shall be read together with the Assignment Agreement, and save for the express changes contained herein, all the terms and conditions contained in the Assignment Agreement shall remain unchanged and in full force and effect. For greater certainty, the parties acknowledge that the Assignment Agreement was previously amended on April 30, 2019 by replacing Appendix A with the version of Appendix A that is scheduled to this Amendment. While the original Agreement was drafted and executed in Hebrew, this Amendment has been prepared in English, and the English language shall be binding and shall determine its interpretation and meaning. All translations of this Amendment into other languages shall be for convenience purposes only.

4. This Amendment may only be amended with the written consent of: (a) the board of directors of the resulting public company pursuant to the proposed public listing transaction with FTC Cards Inc.; (b) the Company’s board of directors; or (c) any other organs of the Company whose approval is required under any applicable law, in which case Jonathan Or, if he is a director of the Company or any other company whose consent is required, may not participate in any discussion or vote thereof (unless the chairman of the board or any of its committees, determined that his presence is required, all in accordance with section 278(a) of the Israeli Companies Law 5759-1999 and subject to any applicable law), and in any event may not execute any amendment on behalf of the Company. v

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the Effective Date.

"Beyond Oil Ltd."	***"Pinhas Or"***
Beyond Oil Ltd. By: Tamir Gedo, CEO	**Pinhas Or**