

## AMENDMENT AGREEMENT

**Re: Acquisition Agreement dated April, 2019 (the "Agreement") between Chemosis International Inc. and Gemini Ventures LLC (collectively, the "Parties")**

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IN CONSIDERATION of the respective agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree and confirm that:

1. All capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Agreement.
2. Section 6 of the Agreement is deleted in its entirety and replaced with the following:
  - "6. The terms of the Transaction structure are as follows:
    - (a) The Acquiror will acquire the SAP Securities, in exchange for payment by Acquiror to the Vending Party of one million (1,000,000) common shares of Acquiror ("Acquiror Shares").
    - (b) Acquiror also agrees to pay to the Vending Party:
      - (i) Four (4) cash payments, each equal to twenty percent (20%) of the net profit earned by SAP, as determined in accordance with IFRS, during and for each three (3) month rolling period (each a "quarterly period") subsequent to the closing date of the Transaction ("Closing Date"), with each such payment to be made in arrears within one month of the end of the relevant quarterly period ("Net Profit Interest Payments"); and
      - (ii) Seven hundred thousand U.S. dollars (US\$700,000), to be paid from net profit earned by SAP until such amount is fully paid, and where net profit is to be determined in accordance with IFRS and, for the avoidance of doubt, to be calculated on a basis where the Net Profit Interest Payments are recorded as expenses ("Return of Capital Payments")."
3. Except as expressly amended hereby, the Agreement shall be unmodified and shall continue to be in full force and effect in accordance with its terms (as amended hereby) and all provisions of the Agreement, as amended hereby, are confirmed.


4. This Amendment Agreement will be interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.
5. This Amendment Agreement may be executed in counterpart and may be executed and delivered by facsimile, electronic mail or other means of electronic transmission.

Dated as of July 3, 2019.

*[Remainder of Page Intentionally Blank. Signature Page Follows.]*

**CHEMESIS INTERNATIONAL INC.**


Per:

  
Name: Aman Parmar  
Title: President

Note: signatures  
of signatories

**GEMINI VENTURES LLC**

Per:

  
Name: Philip Wen  
Title: Chief Executive Officer