

## AMENDMENT AGREEMENT

This Amendment Agreement (this “**Agreement**”) is dated effective the 5th day of April, 2021.

### AMONG:

**ADURO ENERGY INC.**, a company incorporated under the federal laws of Canada and having an address at Suite 104, 1086 Modeland Road, Sarnia, ON N7S 6L2

(the “**Target**”)

### AND:

**THE SECURITIESHOLDERS OF THE TARGET**, as listed on Schedule A attached to the Securities Exchange Agreement

(collectively, the “**Target Vendors**”)

### AND:

**DIMENSION FIVE TECHNOLOGIES INC.**, a company incorporated under the laws of the Province of British Columbia and having an address at 789 West Pender Street, Suite 1400, Vancouver, BC V6C 1H2

(the “**Purchaser**”)

### WHEREAS:

A. The Purchaser, the Target and the Target Vendors entered into a definitive securities exchange agreement dated October 22, 2020, as extended on December 28, 2020 (the “**Securities Exchange Agreement**”), pursuant to which the Purchaser will acquire all of the issued and outstanding shares of the Target from the Target Vendors as further detailed in the Securities Exchange Agreement;

B. The Purchaser closed a private placement financing on February 4, 2021 (the “**Financing**”) in which the Purchaser raised an aggregate of \$1,402,549 by the issuance of 16,898,174 units of the Company (each, a “**Unit**”) at a price of \$0.083 per Unit (before giving effect to a three (3) for one (1) consolidation of the Purchaser’s capital (the “**Consolidation**”)) which will be completed as soon as reasonably practicable following completion of the acquisition of the Target pursuant to the Securities Exchange Agreement, with each Unit being comprised of one common share in the capital of the Purchaser (each, a “**Share**”) and one non-transferable Share purchase warrant exercisable to acquire one pre-Consolidation Share at a price of \$0.167 (\$0.50 on a post-Consolidation basis) for a period of forty-eight (48) months, subject to acceleration provisions; and

C. The parties have agreed to amend the Securities Exchange Agreement on the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the Purchaser's closing of the Financing, as well as the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Capitalized Terms.** All capitalized terms used herein which are defined in the Securities Exchange Agreement and not otherwise defined herein will have the meanings ascribed thereto in the Securities Exchange Agreement.
2. **Amendment to Securities Exchange Agreement.** The parties hereby agree that, effective as of the date of this Agreement, the Securities Exchange Agreement is amended as follows:

- (a) The following defined terms in Section 1.1 are hereby deleted in their entirety:

**"First Financing";**

**"First Milestone Protection Plan";**

**"First Milestone Repurchase Date";**

**"First Milestone Restricted Shares";**

**"Qualified First Financing";**

**"Qualified Second Financing";**

**"Restricted Stock Agreement";**

**"Second Financing";**

**"Second Milestone Protection Plan";**

**"Second Milestone Repurchase Date";**

**"Second Milestone Restricted Shares";**

**"Zimtu";** and

**"Zimtu Group".**

- (b) The following defined term is hereby added to Section 1.1:

**"Warrants"** means Purchaser Share purchase warrants to be issued to the Target Vendors at Closing as part of the Purchase Price with each Warrant exercisable to acquire one Resulting Issuer Share at a price of \$0.167 per Resulting Issuer Share for a period of forty-eight (48) months after the date of Closing, subject to acceleration provisions in the event that the Resulting Issuer Shares have a closing price on the Canadian Securities Exchange (or such other exchange on which the Resulting Issuer Shares may be traded at such time) of \$0.33 or greater per Resulting Issuer Share for a period of ten (10) consecutive trading days at any time from the date that is four months and one day after the

Closing and which shall contain a cashless exercise feature, and **“Warrant”** means any one of them;

- (c) The defined term **“Consideration Securities”** in Section 1.1 is hereby deleted in its entirety and replaced with the following:

**“Consideration Securities”** means the Consideration Shares, the Class A Special Warrants to be issued to the Target Special Warrant Trustee at the Closing as part of the Purchase Price, the Class B Special Warrants to be issued to the Target Special Warrant Trustee at the Closing as part of the Purchase Price and the Warrants to be issued to the Target Vendors at Closing and **“Consideration Security”** means any one of them;

- (d) Section 2.2 of the Securities Exchange Agreement be and is hereby deleted in its entirety and replaced with the following:

As consideration for the Target Shares to be acquired by the Purchaser pursuant to the terms of this Agreement, the Purchaser shall at Closing:

- (a) allot and issue an aggregate of 40,000,000 Consideration Shares at a deemed price of \$0.05 per Consideration Share to the Target Vendors in the amount set out opposite each Target Vendor’s name in Schedule A, as fully paid and non-assessable Purchaser Shares;
- (b) create and issue an aggregate of 80,000,000 Special Warrants, consisting of 40,000,000 Class A Special Warrants and 40,000,000 Class B Special Warrants, at a deemed price equal to the Purchaser Discounted Share Price, to the Target Special Warrant Trustee to be held in trust until distributed on the First Milestone Achievement Date to:
- (i) the Target Noteholders, as fully paid and non-assessable securities of the Purchaser, with the actual number of Class A Special Warrants to be distributed to the Target Noteholders being determined by application of the Special Warrants Formula on the First Milestone Achievement Date; and
- (ii) the Target Vendors pro rata in relation to the number of Consideration Shares set out opposite each Target Vendor’s name in Schedule A, as fully paid and non-assessable securities of the Purchaser, with the actual number of Class A Special Warrants to be distributed to each Target Vendor being determined after calculating the number of Class A Special Warrants to be distributed to the Target Noteholders by application of the Special Warrants Formula on the First Milestone Achievement Date, and the actual number of Class B Special Warrants to be distributed to each Target Vendor being determined with reference only to the number of Consideration

Shares set out opposite each Target Vendor's name in Schedule A,

and which Special Warrants are convertible for no additional consideration into Resulting Issuer Shares on a one-for-one basis upon the later of (i) the achievement of the First Milestone, in the case of the Class A Special Warrants, or the achievement of the Second Milestone, in the case of the Class B Special Warrants, as applicable, and (ii) the distribution of the Special Warrants by the Special Warrant Trustee; and

- (c) create and issue 8,440,087 Warrants to the Target Vendors, to be distributed pro rata in relation to the number of Consideration Shares set out opposite each Target Vendor's name in Schedule A,

(collectively, the "Purchase Price").

- (e) The following sections of the Securities Exchange Agreement be and are hereby deleted in their entirety:

Section 2.8 First Milestone Protection Plan;

Section 2.9 Second Milestone Protection Plan; and

Section 12.5 Stock Options.

- (f) Subsection 9.1(d) of the Securities Exchange Agreement be and is hereby deleted in its entirety.

- (g) Subsection 12.2 (b) of the Securities Exchange Agreement be and is hereby deleted in its entirety and replaced with the following:

- (b) the officers of the Resulting Issuer will be reconstituted to consist of the following individuals:

Name	Officer Position(s)
Ofer Vicus	Chief Executive Officer
Donnacha Rahill	Chief Financial Officer and Corporate Secretary
Marcus Trygstad	Chief Technology Officer

- (h) Section 15.11 of the Securities Exchange Agreement be and is hereby deleted in its entirety and replaced with the following:

#### 15.11 Amendment

This Agreement may be amended by an instrument in writing signed by the Purchaser, the Target and the Principal Vendor, without the further signature of any Target Vendor. Each Target Vendor hereby appoints the CEO of Target as its representative authorized to execute all documents on behalf of the Target Vendor required to make such

amendments as such CEO deems necessary to further the closing of the Transaction and carrying out the intent of this Agreement.

3. **Interpretation.** This Agreement will, from the date of this Agreement, be read and construed together with the Securities Exchange Agreement and be treated as part thereof, and the Securities Exchange Agreement, as amended by this Agreement, will continue in full force and effect in accordance with the terms thereof and hereof.
4. **Conflict.** In case of any conflict between the provisions of the Securities Exchange Agreement and the provisions of this Agreement, the provisions of this Agreement will prevail.
5. **Further Assurances.** Each party will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to carry out or better evidence or perfect the full intent and meaning of this Agreement.
6. **Binding Effect.** This Agreement will be binding on all parties that sign this Agreement notwithstanding that certain of the named parties are not signatories. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.
7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.
8. **Delivery by Electronic Transmission.** Delivery of an executed copy of this Agreement by any party by electronic transmission will be as effective as personal delivery of an originally executed copy of this Agreement by such party.
9. **Laws.** This Agreement, including any amendment, addendum or other document relating hereto, and any dispute arising from or related thereto, shall be governed by and construed in accordance with the laws of the Province of British Columbia.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the first written above.

**DIMENSION FIVE TECHNOLOGIES INC.**

Per: “Chris Parr”  
Authorized Signatory

**ADURO ENERGY INC.**

Per: “Ofer Vicus”  
Authorized Signatory

*"Ofer Vicus"*

**Ofer Vicus**

*"Marc Trygstad"*

**Marc Trygstad**

**Nemo International Enterprises Ltd.**

*"Gilbert Leduc"*

**Gilbert Leduc**

*"Erez Bek"*

**Name: Erez Bek**

**Title: CEO**

*"Richard Sampson"*

**Richard Sampson**

*"Yehuda Habet"*

**Yehuda Habet**

*"Erez Shemesh"*

**Erez Shemesh**

*"Brian Berkowitz"*

**Brian Berkowitz**

*"Ze'ev Yonovsky"*

**Ze'ev Yonovsky**

*"Ishai Dror"*

**Ishai Dror**

*"Golan Weiss"*

**Golan Weiss**

*"Jane Kearns"*

**Jane Kearns**

*"Ronny Shtang"*

**Ronny Shtang**

*"Anil Jhawar"*

**Anil Jhawar**

*"Dave Shook"*

**Dave Shook**

*"Louis Covens"*

**Louis Covens**

*"Abe Dyck"*

**Abe Dyck**

*"Cari Covens"*

**Cari Covens**

*"Alon Hasdai"*

**Alon Hasdai**

*"Stefanie Covens"*

**Stefanie Covens**

*"Aliza Bitton"*

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**Aliza Bitton**

*"Pam Covens"*

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**Pam Covens**

*"Nir Orbach"*

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**Nir Orbach**

*"Al Covens"*

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**Al Covens**