

**AMENDMENT  
TO  
ADVISORY AGREEMENT**

This Amendment (the "Amendment"), dated as of October 30, 2019, amends the letter agreement dated June 12, 2019 pursuant to which SQID Technologies Ltd. (the "Company"), engaged TriPoint Global Equities, LLC ("TGE") to act as Financial Advisor, in connection with a entering the North American capital markets. All capitalized terms not herein defined shall have the meaning ascribed to them in the Agreement.

**WITNESSETH**

**WHEREAS**, pursuant to the Agreement, the term of the Agreement the Advisor is to receive 540,000 shares of common stock; and

**WHEREAS**, the Company and TGE have agreed to amend the Agreement and to allow for the Company to conduct private placement or public offerings and to define the compensation;

**NOW, THEREFORE**, in consideration of the mutual promises, terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 6 of the Agreement is hereby deleted and replaced with the following:
  - a) As compensation for Advisor's services as contemplated in this Agreement, the Advisor shall be paid US\$55,000, which shall be earned monthly over a twelve-month period effective July 1, 2019. The Company shall pay an initial retainer of US\$10,000 and the balance of US\$45,000 in twelve monthly payments of US\$3750. The Company may issue shares in lieu of the cash payment of \$55,000, at a value of AUS\$.30 per share based upon the exchange rate of 1.46 AUS to US\$1 in the amount of 267,667 shares. Upon signing of the agreement 48,667 shares shall be issued and vest immediately in lieu of the retainer of \$10,000. The balance of \$45,000 is paid by the issue of 219,000 shares in twelve allotments of 18,250 with the shares for July – October 31, 2019 to be issued now. In the event the Agreement shall be terminated, the remaining shares not vested shall be returned to treasury.
  - b) Equity (Common or Preferred) or Convertible Debt Offering Fee. Future financings  
The Company shall pay TGE fees in the case of the consummation of an equity or convertible debt offering, in an amount equal to: (i) ten percent (10.0%) the amount of gross proceeds paid in cash and (ii) ten percent (10.0%) of the value of the equity or convertible debt offering in warrants to purchase shares of the Company's common securities issued in the Private Placement at the same price per share and on the same terms as the warrants or conversion feature of a convertible security issued to the investors of the Private Placement.



2. Shares previously issued to the Advisor at \$.006 shall be cancelled immediately upon execution of this agreement and issue of the first allotment of 48,667 shares.

3. The expiry date of the agreement as amended will be June 30, 2019.

4. Except as expressly amended by this Amendment, the provisions of the Agreement shall remain in full force and effect.

5. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. This Amendment shall become effective upon the execution of a counterpart hereof by each of the parties hereto. Delivery of an executed counterpart of a signature page to this Agreement, any amendments, waivers, consents or supplements, by facsimile or other electronic transmission (including a .pdf copy sent by e-mail) shall be deemed to constitute an original and fully effective signature of such party.



**IN WITNESS WHEREOF**, the parties duly executed this Amendment as of the date first set forth above.

SQID TECHNOLOGIES LTD

TriPoint Global Equities, LLC

“Peter Hall”

“Mark Elenowitz”

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Peter C.M Hall

Name: Mark Elenowitz

Title: Director

Title: CEO