

**THIS AMENDING AGREEMENT** made effective as of the February 29, 2024.

**BETWEEN:**

**IMPACT ANALYTICS INC.**, a body corporate incorporated under the laws of the Province of Alberta (the “**Impact**”);

**AND:**

**RESEARCH LAUNDRY LLC.**, a body corporate incorporated under the laws of the State of Wyoming (the “**Research Laundry**”);

**WHEREAS:**

- A. Impact and Research Laundry entered into a development services agreement dated November 7, 2024 (the “**DSA**”); and
- B. Impact and Research Laundry wish to amend the DSA.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the parties hereto agree to amend the DSA as provided herein:

#### **Section 1 General**

In this Amending Agreement (including the recitals), unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the DSA (including as amended by this Amending Agreement).

#### **Section 2 To be Read with Share Purchase Agreement**

This Amending Agreement is an amendment to the DSA. Unless the context of this Amending Agreement otherwise requires, the DSA and this Amending Agreement shall be read together and shall have effect as if the provisions of the DSA and this Amending Agreement were contained in one agreement. The term “**Agreement**” when used in the DSA means the DSA as amended, supplemented or modified from time to time (including as amended by this Amending Agreement).

#### **Section 3 Amendments**

- (a) Section (1) of Exhibit “C” of the DSA is hereby amended by deleting such Section (1) of Exhibit “C” in its entirety and replacing it with the following:
  - (1) A cash fee equal to an aggregate of US\$600,000, to be paid in twelve (12) equal installments of US\$50,000 per month.

#### **Section 4 No Other Amendments, Waivers or Consents**

- (a) Except as expressly amended, waived or consented to herein, the DSA, as well as any document or agreement entered into between the parties in connection thereto shall be unmodified and shall continue to be in full force and effect in accordance with their terms.
- (b) The DSA shall be deemed to be amended as of and from the date hereof.
- (c) All provisions of the DSA, as amended by this Amending Agreement, are hereby ratified and confirmed and shall continue in full force.

**Section 5 Counterparts**

This Amending Agreement may be executed in any number of separate counterparts and by original or electronic signature in facsimile or pdf copy, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**Section 6 Severability**

If any term or provision of this Amending Agreement or the application thereof to any party or circumstance shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and provisions of this Amending Agreement shall not in any way be affected or impaired thereby, and the affected term or provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Amending Agreement.

**Section 7 Governing Law**

This Amending Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable in such province, without regard to its conflict of laws principles.

**[Remainder of Page is Intentionally Blank]**

**IN WITNESS WHEREOF** this Amending Agreement has been executed by the Parties as of the date first written above.

**IMPACT ANALYTICS INC.**

By: /s/ "Colin Frost"

Name: Colin Frost

Title: CEO

**RESEARCH LAUNDRY LLC**

By: /s/ "Michael Shader"

Name: Michael Shader

Title: Manager