

## AMENDMENT TO CAPITAL MARKETS CONSULTING AND MARKETING AGREEMENT

THIS AGREEMENT is made and effective as of July 12, 2022.

### BETWEEN:

**BNSELLIT TECHNOLOGY INC.**, a body corporate, incorporated under the laws of the Province of Alberta and having an office in the City of Calgary, in the Province of Alberta  
(the "**Corporation**")

### AND:

**HYBRID FINANCIAL LTD.**, a body corporate, incorporated under the laws of Canada and having an office in the City of Toronto, in the Province of Ontario  
(**"Hybrid"**)

### WHEREAS:

- A. The Corporation is indebted to Hybrid in the aggregate sum of cash \$353,334.00, being all amounts owing to Hybrid for fees including taxes (the "**Debt**") pursuant to a Capital Markets Consulting and Marketing Agreement dated as of October 5, 2021 (the "**Marketing Agreement**").
- B. The Corporation and Hybrid are desirous of (i) amending the Marketing Agreement; and (ii) settling the Debt and obtaining a full and final release executed in favour of the Corporation.
- C. Hybrid has agreed, as full and final settlement of the Debt, to accept the issuance of Class A Common shares of the Corporation.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and mutual covenants and agreements hereinafter set forth, the Corporation and Hybrid (collectively, the "**Parties**") have agreed as follows:

1. Subject to the terms and conditions of this Agreement, Hybrid hereby accepts as full and final settlement of the Debt owing by the Corporation to Hybrid the issuance of 1,009,526 Class A Common shares in the capital of the Corporation at a deemed price of \$0.35 per Class A Common share to Hybrid (the "**Shares**").
2. The Corporation hereby agrees to provide the Shares to Hybrid as full and final settlement of the Debt.
3. Hybrid hereby covenants and agrees that in addition to the statutory hold period in accordance with applicable securities legislation, it will not sell, transfer or dispose the Shares for an additional period of 2 months.
4. Hybrid hereby covenants that it shall continue to perform its services as set forth in the Marketing Agreement until the expiration of the Initial Period (as defined in the Marketing Agreement).
5. Hybrid agrees to discharge, in its entirety, all security (if any) which is registered in relation to the Debt.
6. Hybrid covenants that it has not registered a *lis pendens* or commenced an action with respect to the Debt or its security (if any), or assigned the Debt or its claim in whole or in part, and Hybrid further covenants and agrees not to register a *lis pendens*, commence an action, or assign the Debt or its claim between the date of execution of this Agreement and closing of the same.

7. Hybrid, hereby agrees to promptly execute and deliver to the Corporation, as it may reasonably request, registrable discharges and releases, of any and all security (if any) now held by or in favour of Hybrid or any caveat, financing statement, financing change statement or notice in respect thereof held by or in favour of it as direct or indirect security for the Debt.
8. Hybrid, for itself and its successors, assigns, representatives, agents, directors, officers, employees, affiliates, parent corporations, subsidiaries, and partners, and anyone claiming through or under it, does hereby release, remise and forever discharge the Corporation and its successors, assigns, representatives, executors, heirs, agents, directors, officers, employees, affiliates, parent corporations, partners, subsidiaries, and insurers, including re-insurers, from any and all actions, causes of actions, claims, demands, liabilities, obligations, damages, and costs of every kind and nature, at law or in equity or under any statute, that Hybrid had, or has, or may hereafter have, against the Corporation in respect of any matter of thing including, but not limited to the Debt, up to the date of execution of this Agreement.
9. The Parties covenant and agree that the Shares shall be issued by the Corporation and registered in the name of Hybrid in settlement of the Debt upon execution and delivery of this Agreement to the Corporation.
10. The Parties agree that the issuance of the Shares by the Corporation to Hybrid is conditional upon the Parties obtaining any necessary regulatory and shareholder approvals, as applicable (the "**Approvals**"), and when the Approvals are obtained shall forthwith issue the Shares in the name of Hybrid to the Corporation.
11. The Parties covenant and agree that within 48 hours of receipt of confirmation by the Corporation of discharge of the security (if any), it shall issue the Shares to Hybrid.
12. Hybrid acknowledges that the Shares are subject to approval of the Canadian Securities Exchange (the "**Exchange**") including mandated hold periods, escrow provisions as determined by the Exchange from the date of issuance, and pursuant to section 3 of this Agreement, and Hybrid further agrees that the Shares will be legended to impose such a hold period from the aforementioned date.
13. Hybrid represents, warrants and certifies that in executing this Agreement, it has done so with full knowledge of any and all rights which it may have against the Corporation, and that at all times relative thereto it has been represented by legal counsel who has advised it concerning the execution of this Agreement.
14. This Agreement supersedes the Marketing Agreement. Except as specifically amended herein, all terms of the Marketing Agreement, as amended by this Agreement, remain in full force and effect unamended as of the date thereof and time shall continue to be of the essence.
15. This Agreement sets forth the entire agreement between the Parties relating to the subject matter and stands in the place of any previous agreement, whether oral or in writing.
16. The Parties agree that no amendment to this Agreement shall be binding upon the Parties unless it is in writing and executed by all of the Parties.
17. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta.

18. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, successors, administrators and assigns of each of the Parties.
19. This Agreement may be executed in any number of separate counterparts (including by electronic means) and all such signed counterparts will together constitute one and the same agreement. Further, this Agreement may be delivered in electronic form.

**IN WITNESSETH HEREOF** this Agreement has been executed by the Parties as of the date first above written.

**BNSELLIT TECHNOLOGY INC.**

**HYBRID FINANCIAL LTD.**

Per: Signed "*Antonio Comparelli*"  
Antonio Comparelli, Chief Executive Officer

Per: Signed "*Steven Marshall*"  
Steven Marshall, Chief Executive Officer