

**AMENDMENT TO AMENDED & RESTATED LICENSE AND SERVICES AGREEMENT**

**THIS AMENDMENT AGREEMENT** (this “Agreement”) is dated this 12<sup>th</sup> day of October, 2023 among CPT Secure Inc., a British Columbia corporation (“Licensor”) SMARTWERX SOLUTIONS INC., a British Columbia corporation (“Licensee”)

**WHEREAS:**

A. Licensor and Licensee are parties to that Amended Gateway License Agreement dated as of August 1, 2023 (the “Amended Gateway License Agreement”); and

B. Licensor and Licensee wish to amend the terms of the Amended Gateway License Agreement as set forth herein,

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration for the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Unless otherwise defined in this Agreement, capitalized terms used herein and in the recitals hereto shall have the meanings set forth in the Amended Gateway License Agreement.

2. The parties agree that the Amended Gateway License Agreement shall be, and hereby is, amended as follows, which amendments shall be deemed to have been made effective as of the effective date of the Original Gateway License Agreement dated April 14, 2023 (“Original License Agreement”).

(a) Section 3.1 of the Amended Gateway License Agreement is deleted in its entirety and replaced with the following:

3.1 Fees for Initial Term and Renewal Terms

Licensor acknowledges that, under the Original License Agreement, Licensee has paid \$50,000 towards the license fee to cover the first year of the Initial Term (“Initial License Fee Payment”). For the subsequent 9 years of the Initial Term and for each year of the Renewal Term, unless otherwise agreed to by the Parties, Licensee shall pay to Licensor \$50,000 for the License for each year of the balance of the Initial Term (each an “Initial License Fee Instalment”) and for each year of the Renewal Term (each, a “Renewal License Fee”; collectively, Initial License Fee Payment, the Initial License Fee Instalments and the Renewal License Fees are the “License Fees”). Initial License Fee Instalments and Renewal License Fees are due on each applicable anniversary of the effective date of the Original License Agreement. Except as modified by this Agreement, the Amended Gateway License Agreement remains in full force and effect in accordance with its terms, and are hereby ratified and confirmed in all respect by Licensor and Licensee.

3. Each party to this Agreement covenants and agrees that, from time to time prior to and subsequent to the Effective Time, he, she or it will execute and deliver all such documents, including all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as may be necessary or desirable in order to carry out the purposes of the Amended Gateway License Agreement, as amended by this Agreement.

4. This Agreement may be executed in one or more counterparts, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement. Execution and delivery of this Agreement by facsimile or other electronic means shall be deemed to be, and shall have the same effect as, execution by an original signature and delivery in person.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

LICENSEE:

LICENSEE:

**SMARTWERX SOLUTIONS INC.**

**CPT SECURE INC.**

By: \_  
Nafees Khan

By: \_\_\_\_\_  
Francisco K. Carasquero

Print Title: President

Print Title: PRESIDENT