

## AMENDING AGREEMENT TO THE ENGAGEMENT LETTER

This Amending Agreement (this “**Amendment**”) is entered into this 26<sup>th</sup> day of May 2023.

**BETWEEN:**

**MIDATLANTIC CAPITAL ASSOCIATES LTD.**

(“**MACA**”)

- and -

**REKTRON AQ LIMITED**

(the “**Corporation**”)

- and -

**REKTRON GROUP INC.**

(“**Rektron**”)

**WHEREAS**, MACA and the Corporation entered into an engagement letter (the “**Engagement Letter**”) dated July 21, 2022 regarding the proposed initial public offering of the Corporation (“**IPO**”) and its subsequent listing on the Canadian Securities Exchange (the “**CSE**”);

**WHEREAS** the IPO and the subsequent listing on the CSE will occur through Rektron Group Inc. (“**Rektron**”), the parent company of the Corporation as a result of a share exchange agreement effective as of May 5, 2023;

**WHEREAS**, the parties hereto wish to amend the Engagement Letter on the terms and subject to the conditions set forth herein;

**AND WHEREAS** the Engagement Letter and this Amendment will be treated as the definitive agreement between the parties;

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

1. Interpretation & Incorporation of Terms.

(a) Capitalized terms used not otherwise defined in this Amendment shall have the respective meanings assigned to them in the Engagement Letter.

2. Amendments to the Engagement Letter

The introductory paragraph of the Engagement Letter is amended to be read as follows:

MidAtlantic Capital Associations Inc. (the “**Consultant**” or “**MidAtlantic**”) hereby offers to act as Consultant for Rektron Group Inc. (“**Rektron**” or the “**Company**”) for a proposed listing by way of initial public offering (“**IPO**”) on the Canadian Securities Exchange (the “**CSE**”). This letter confirms the terms upon which the Company agrees to engage MidAtlantic to act as a Consultant, on a non-exclusive basis in its efforts to list the shares of Rektron on the CSE.

Section 11 of the Engagement Letter is amended to be read as follows:

11. MidAtlantic has entered into a consulting agreement with Rektron by which MidAtlantic will provide its consulting services in connection with the IPO and the subsequent listing on the CSE for an amount of USD\$250,000 payable in Rektron special warrants based on the initial listing price on the CSE for the first year, subject to both parties agreeing to renew the services provided by MidAtlantic thereafter (the “**Special Warrants**”). The prospectus will seek to qualify the distribution of the common shares issuable upon the exercise or the deemed exercise of the Special Warrants. Rektron and MidAtlantic shall enter into a subscription agreement to that effect. The representations, warranties, terms and conditions of such subscription agreement related to these Special Warrants shall form a part hereof. MidAtlantic shall additionally receive 3 million stock options with an exercise price equal to the listing price of Rektron common shares on the CSE for a duration of 2 years. For the 12 months following listing on the CSE, the Company will give a valid mandate to MidAtlantic to search for an investor relations firm who shall promote the affairs of the Company for recognition on social media and with various and recognized broker dealers.

Section 11.1 of the Engagement letter is added and is to be read as follows :

11.1 At any given time during the term of the stock options until its expiry date, MidAtlantic may only exercise the number of stock options that, upon issuance of the common shares issuable thereon, together with any other voting or equity securities beneficially owned by MidAtlantic, its associates and affiliates, would result in MidAtlantic (and its associates and affiliates collectively) owning, or having control or direction over, less than 10% of the issued and outstanding voting securities of the Company. For greater certainty, MidAtlantic may not exercise any stock options if the securities issued upon the exercise thereof together with any other securities beneficially owned by MidAtlantic would result in MidAtlantic (and its associates and affiliates collectively) owning, or having control or direction over, 10% or more of the Company’s issued and outstanding securities. Any exercise by MidAtlantic which would result in MidAtlantic (and its associates and affiliates collectively) owning, or having control or direction over, 10% or more of the Company’s issued and outstanding securities is hereby deemed null and void and of no force or effect.

Section 14 of the Engagement Letter is amended to be read as follows :

14. The Company shall pay MidAtlantic or any other compliant nominee (and approved by the Company’s Compliance Team) chosen by MidAtlantic 5% of Rektron’s evaluation as finder’s fee in Special Warrants, the whole in accordance with applicable securities legislation. The Company shall also pay Special Warrants totaling 5% of Rektron’s share capital.

All references to “Mid Atlantic” shall be corrected to “MidAtlantic” to reflect the name of MidAtlantic Capital Associates Ltd.

3. Limited Effect. Except as expressly provided herein, all of the terms and provisions of the Engagement Letter shall remain in full force and effect and is hereby ratified and confirmed by Rektron. The amendment contained herein shall not be construed as a waiver or amendment of any other provision

of the Engagement Letter for any purpose except as expressly set forth herein or a consent to any further or future action on the part of Rektron that would require the waiver or consent of MACA.

4. Conditions Precedent. This Amendment shall become effective upon the date (the “**Effective Date**”) on which MACA shall have received this Amendment, duly executed and delivered by the parties hereto.

5. Representations and Warranties. Rektron, for and on behalf of itself, and on behalf of each of its subsidiaries, hereby represents and warrants to MACA (before and after giving effect to this Amendment) that:

(a) The execution, delivery and performance by Rektron of this Amendment under the Engagement Letter as amended by this Amendment (the “**Amended Engagement Letter**”):

- (i) are within Rektron’s corporate power;
- (ii) have been duly authorized by all necessary or proper corporate action;
- (iii) do not contravene any provision of Rektron’s constating documents or bylaws or any resolutions passed by the directors (or any committee thereof) or shareholders of Rektron;
- (iv) do not result in any breach or violation of any statute or any judgment, decree, order, rule, policy or regulation of any court, governmental authority, arbitrator, stock exchange or securities regulatory authority applicable to Rektron or any of its subsidiaries or any of their respective properties or assets;
- (v) do not conflict with or result in the breach or termination of, constitute a default under or accelerate or permit the acceleration of any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which the Corporation is a party or by which Rektron, or any of its property or assets is bound; and
- (vi) do not require the consent, approval, authorization, order or agreement of, or registrations or qualification with any Governmental Authority or any other Person;

(b) This Amendment has been duly executed and delivered by Rektron and constitutes a legal, valid and binding obligation of Rektron enforceable against it in accordance with its terms, subject only to:

- (i) applicable bankruptcy, insolvency, liquidation, reorganization, reconstruction, moratorium laws or similar laws affecting creditors’ rights generally; and
- (ii) the fact that the availability of equitable remedies, such as specific performance and injunctive relief, are in the discretion of a court and may not be available where damages are considered an equitable remedy;

(c) No Default or Event of Default has occurred and is continuing, or will result from this Amendment or any extension of credit, including any continued extension of credit, under the Amended Engagement Letter;

(d) No consent or authorization of, filing with, notice to or other act by, or in respect of, any Governmental Authority or any other Person is required in connection with this Amendment, the extensions of credit under the Amended Engagement Letter or the execution, delivery, performance, validity or enforceability of this Amendment, or the performance, validity or enforceability of the Amended Engagement Letter, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect; and

(e) Each of the representations and warranties of Rektron contained in this Amendment and in all certificates delivered pursuant to or contemplated by this Amendment will survive the execution of this Amendment.

6. Governing Law. This Amended Engagement Letter shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to any rule or principle of the conflict of laws that would apply the laws of any other jurisdiction.

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

**MIDATLANTIC CAPITAL ASSOCIATES LTD.**

Per: "Charles D. Flynn"

Name: Charles D. Flynn

Title: CEO

I have authority to bind the corporation.

**REKTRON AQ LIMITED**

Per: "Moises Michan Portillo"

Name: Moises Michan Portillo

Title: Director

I have authority to bind the corporation.

**REKTRON AQ LIMITED**

Per: "Sanjeev Shah Tolia"

Name: Sanjeev Shah Tolia

Title: Director

I have authority to bind the corporation.

**REKTRON GROUP INC.**

Per: "Ricardo Phielix"

Name: Ricardo Phielix

Title: CEO and Director

I have authority to bind the corporation.