

SECOND AMENDING AGREEMENT TO THE ENGAGEMENT LETTER

This Second Amending Agreement (this “**Second Amending Agreement**”) is entered into this 29th day of January 2024.

BETWEEN:

MIDATLANTIC CAPITAL ASSOCIATES LTD.

(“**MACA**”)

- and -

REKTRON AQ LIMITED

(the “**Corporation**”)

- and -

REKTRON GROUP INC.

(“**Rektron**”)

(collectively referred to as the “**Parties**”)

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;

WHEREAS the Parties entered into a first amending agreement (the “**First Amending Agreement**”) on May 26, 2023;

WHEREAS, the Parties hereto wish to amend the First Amending Agreement on the terms and subject to the conditions set forth herein (the “**Second Amending Agreement**”);

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 Second Amending Agreement shall have the respective meanings assigned to them in the Engagement Letter and the A.
2. Amendments to the Engagement Letter and the First Amending Agreement

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 First Amending Agreement 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 payable in 3.5% of the Rektron outstanding share capital in special warrants based on the IPO offering price, 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. For better clarity, the issue price for the Special Warrants will be based on the IPO offering price adjusted pursuant to the Black-Scholes valuation model. 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. 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 First Amending Agreement is hereby deleted.

Section 14 of the First Amending Agreement is hereby deleted.

3. Limited Effect. Except as expressly provided herein, all of the terms and provisions of the Engagement Letter and the First Amending Agreement shall remain in full force and effect and is hereby ratified and confirmed by Rektron. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Engagement Letter and the First Amending Agreement 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 Second Amending Agreement shall become effective upon the date (the “**Effective Date**”) on which MACA shall have received this Second Amending Agreement, 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 Second Amending Agreement) that:

- (a) The execution, delivery and performance by Rektron of this Second Amending Agreement:
 - (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 Second Amending Agreement 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 Second Amending Agreement or any extension of credit, including any continued extension of credit, under the Second Amending Agreement;

(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 Second Amending Agreement, the extensions of credit under the Second Amending Agreement or the execution, delivery, performance, validity or enforceability of this Second Amending Agreement, or the performance, validity or enforceability of the Second Amending Agreement, 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 Second Amending Agreement and in all certificates delivered pursuant to or contemplated by this Second Amending Agreement will survive the execution of this Second Amending Agreement.

6. Governing Law. This Second Amending Agreement 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 Second Amending Agreement as of the date first above written.

MIDATLANTIC CAPITAL ASSOCIATES LTD.

Per: (S) "Charles D. Flynn"

Name: Charles D. Flynn

Title: CEO

I have authority to bind the corporation.

REKTRON AQ LIMITED

Per: (S) "Moises Michan Portillo"

Name: Moises Michan Portillo

Title: Director

I have authority to bind the corporation.

REKTRON AQ LIMITED

Per: (S) "Sanjeev Shah Tolia"

Name: Sanjeev Shah Tolia

Title: Director

I have authority to bind the corporation.

REKTRON GROUP INC.

Per: (S) "Ricardo Phielix"

Name: Ricardo Phielix

Title: CEO and Director

I have authority to bind the corporation.