

Second Amendment to Agency Agreement

This Agreement is effective as of 12th day of August, 2024

BETWEEN

Rektron Group Inc., duly represented by its CEO, Ricardo Phielix (the “**Company**”);

AND

Research Capital Corporation, duly represented by its Managing Director, Jeff Reymer (“**RCC**” or the “**Agent**”).

Together referred to as the “**Parties**”

WHEREAS

1. The Company and RCC have entered into an Agency Agreement dated March 4, 2024 (the “**Agency Agreement**”) in relation to an Initial Public Offering;
2. The British Columbia Securities Commission (“**BCSC**”) issued on March 5, 2024 a receipt with respect to the final long form prospectus (the “**Final Prospectus**”) of the Company dated March 4, 2024;
3. The Company filed an amended and restated final prospectus amending the Final Prospectus (the “**A&R Final Prospectus**”) dated June 28, 2024;
4. For that purpose, RCC and the Company entered into an Amendment to the Agency Agreement, dated June 28, 2024;
5. The BCSC issued on July 4, 2024 a receipt with respect to the A&R Final Prospectus;
6. The Company is preparing to file a second amended and restated final prospectus, amending the Final Prospectus and the A&R Final Prospectus;
7. For that purpose, RCC and the Company further amend the Agency Agreement as follows; and
8. Apart from these amendments, all other terms and conditions mentioned in the original Agency Agreement, as amended June 28, 2024, remain in effect.

NOW IT IS HEREBY AGREED TO FURTHER AMEND THE AGENCY AGREEMENT AS FOLLOWS:

Preamble

1. The following section in the preamble:

*“The IPO shall consist of a minimum of 4,400,000 IPO Units (the “**Minimum Offering**”) and a maximum of 7,000,000 IPO Units (the “**Maximum Offering**”) at a price of USD \$1.50 per IPO Unit (the “**IPO Price**”), for aggregate gross proceeds of USD \$6,600,000 to \$10,500,000.”*

Shall be amended to:

*“The IPO shall consist of a minimum of 3,333,333 IPO Units (the “**Minimum Offering**”) and a maximum of 7,000,000 IPO Units (the “**Maximum Offering**”) at a price of USD \$1.50 per IPO Unit (the “**IPO Price**”), for aggregate gross proceeds of USD \$4,999,999.50 to \$10,500,000.*

2. Section 2.2 shall be amended as follows:

“The IPO is subject to a subscription of a minimum of 3,333,333 IPO Units and a maximum of 7,000,000 IPO Units. The Company acknowledges and agrees that the Agent will hold all subscription funds received by the Agent until the minimum subscription has been attained. Notwithstanding any other terms of this Agreement, the Company acknowledges and agrees that all subscription funds received by the Agent will be returned to the Purchasers without interest or deduction if the minimum subscription is not attained by the last day of the Offering Period or if this Agreement or the IPO is otherwise terminated in accordance herewith.”

3. Section 4.4 shall be amended as follows:

The Company shall grant to the Agent the Over-Allotment Option to offer and sell up to an additional 500,000 IPO Units, assuming completion of the Minimum Offering, or up to 1,050,000 IPO Units, assuming completion of the Maximum Offering, being 15% of the number of IPO Units to be sold pursuant to the IPO, at the IPO Price. The notice exercising the Over-Allotment Option, which may be exercised in whole or in part by the Agent at any time up to 30 days following the IPO Closing, shall be given by the Agent to the Company in the manner set out in section 18.2 hereof and shall specify the number of IPO Units to be sold under the Over-Allotment Option.

[Signatures on the following page]

IN WITNESS WHEREOF this Amendment has been duly executed by the authorized representatives of the parties hereto.

RESEARCH CAPITAL CORPORATION

(S) Jeff Reymmer _____

By: Jeff Reymmer

Title: Managing Director, Investment Banking

REKTRON GROUP INC.

(S) Ricardo Phielix _____

By: Ricardo Phielix

Title: CEO and Director