

**AMENDMENT TO
AGENCY AGREEMENT**

This Amending Agreement (this “**Amendment**”) dated October 21, 2021 is entered into among Baylin Technologies Inc. (“**Baylin**”), Paradigm Capital Inc. (“**Paradigm**”) and Raymond James Ltd. (together with Paradigm, the “**Agents**”).

WHEREAS the parties hereto entered into an agency agreement dated September 1, 2021 (the “**Agency Agreement**”) pursuant to which Baylin proposed to issue and sell Offered Shares for minimum aggregate gross proceeds of \$10,000,250 and maximum aggregate gross proceeds of \$15,000,800;

AND WHEREAS the parties hereto wish to amend certain terms of the Agency Agreement as set out in this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Interpretation.** Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agency Agreement. The rules of interpretation applicable to the Agency Agreement shall apply to this Amendment.
2. **Amendment.** Except as amended or modified hereby, each term and provision of the Agency Agreement is hereby ratified and confirmed and remains in full force and effect. Any conflict between the terms of the Agency Agreement and this Amendment shall be construed in favour of this Amendment. On and after the date of this Amendment, any reference to “this Agreement” in the Agency Agreement and in any other agreements will mean the Agency Agreement, as amended by this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agency Agreement, the terms and conditions of this Amendment shall prevail to the extent of the inconsistency.
3. **Defined Terms.** The following defined terms in Section 1 of the Agency Agreement are amended and restated as follows:

“**Closing**” means, as applicable, the completion of the issuance and sale of the Offered Shares as contemplated by this Agreement and the Subscription Agreements, which may occur in multiple tranches;

“**Closing Date**” means, as applicable, the date on which a Closing shall occur, being on or about September 1, 2021 in respect of the Closing of the first tranche of the Offering and on or about October 21, 2021 in respect of the Closing of the second tranche of the Offering, or such other date or dates as the Corporation and the Agents may determine;

“**Material Subsidiaries**” means Galtronics USA, Inc. (Delaware), Galtronics Korea Co., Ltd. (South Korea), Galtronics Vietnam Co. Ltd. (Vietnam), Galtronics Vietnam Dai Dong Co., Ltd. (Vietnam), Galtronics Electronics (Wuxi) Co., Ltd. (China), Advantech Wireless Technologies Inc. (Canada) and Advantech Wireless Technologies (USA) Inc. (Delaware);

4. **Section 2(a)(xi).** Section 2(a)(xi) of the Agency Agreement is amended and restated as follows:

“Lock-Up Agreements. The Corporation will cause each of its directors and officers, to enter into lock-up agreements in a form satisfactory to the Corporation and the Agents, in both cases acting reasonably, which shall be negotiated in good faith and contain customary provisions, pursuant to which each such person agrees not to, for a period of four months and one day following the first Closing Date on which a Closing shall occur, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, any Common Shares or other securities of the Corporation convertible into, exchangeable for or exercisable to acquire, Common Shares, directly or indirectly, unless (A) they first obtain the prior consent of the Agents, (B) there occurs a take-over bid or similar transaction involving a change of control of the Corporation, or (C) pursuant to the exercise of options already validly issued or other rights granted pursuant to the Corporation’s stock option plan or other compensation plans.”

5. **Section 10.** Section 10 of the Agency Agreement is amended and restated as follows:

“Whether or not the Offering is completed, the Corporation will be responsible for all expenses of or incidental to the sale of the Offered Shares, including all reasonable out of pocket expenses of the Agents incurred in relation to the Offering (including GST and PST), including all marketing related expenses previously discussed with the Corporation, all reasonable fees and disbursements of legal counsel for the Corporation, all reasonable fees of legal counsel for the Agents (up to a maximum of \$85,000 exclusive of disbursements and applicable taxes) and all fees and disbursements of auditors, as applicable. All expenses payable by the Corporation to the Agents may, at the option of the Lead Agent, be netted out of the gross proceeds of the Offering otherwise payable by the Agents to the Corporation on the Closing Date and otherwise will be paid by the Corporation upon receiving one or more invoices therefor from the Lead Agent.”

6. **Section 14(b).** Section 14 of the Agency Agreement becomes Section 14(a) and new Section 14(b) is added as follows:

“In connection with certain advisory services offered by the Agents to the Corporations, the Corporation has also agreed to pay the Agents a cash advisory fee equal to \$3,957.74 (the “**Advisory Fee**”).”

7. **Schedule “A”.** Schedule “A” to the Agency Agreement is amended, restated and replaced in its entirety with Schedule “A” attached hereto.

8. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Amendment. A signed copy of this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[Remainder of Page Intentionally Left Blank]

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

BAYLIN TECHNOLOGIES INC.

By: (s) "*Leighton Carroll*"
Name: Leighton Carroll
Title: President and Chief Executive Officer

PARADIGM CAPITAL INC.

By: (s) "*Barry Richards*"
Name: Barry Richards
Title: Managing Director

RAYMOND JAMES LTD.

By: (s) "*Jimmy Leung*"
Name: Jimmy Leung
Title: Managing Director

SCHEDULE “A”

SUBSIDIARIES AND INVESTEE COMPANIES

This is Schedule “A” to the agency agreement dated September 1, 2021, as amended, between Baylin Technologies Inc., Paradigm Capital Inc. and Raymond James Ltd.

Name of Subsidiary	Jurisdiction	Ownership Information
Galtronics USA, Inc.	Delaware, USA	100% Direct
Galtronics Corporation Ltd.	Delaware, USA	100% Indirect
Galtronics Korea Co., Ltd.	South Korea	100% Direct
Galtronics Vietnam Co. Ltd.	Vietnam	100% Direct
Galtronics Vietnam Dai Dong Co., Ltd.	Vietnam	100% Indirect
Galtronics Electronics (Wuxi) Co., Ltd.	China	100% Direct
Galtronics Corporation Ltd.	Israel	100% Direct (Inactive)
Galtronics Canada Inc.	Ontario, Canada	100% Direct (Inactive)
Advantech Wireless Technologies Inc.	Canada	100% Direct
Advantech Wireless Technologies (USA) Inc.	Delaware, USA	100% Indirect
Advantech Wireless Technologies (EMEA) Limited	England and Wales	100% Indirect
Baylin Technologies Do. Brasil Produtos De. Telecomunicacoes LTDA.	Brazil	0.3% Direct, 99.7% Indirect
Baylin Technologies Real Estate Holdings Inc.	Ontario, Canada	100% Direct (Inactive)

Name of Investee Company	Jurisdiction	Ownership Information
Galtronics Canada Ltd.	Ontario, Canada	19% Direct
Advantech Wireless Research Inc.	Canada	19% Direct