

AMENDMENT AGREEMENT

This amendment agreement (the “**Amendment Agreement**”) to the share purchase agreement dated 28 November 2025 (the “**SPA**”) is entered into on 27 January 2026 by and between:

- (1) The Persons (other than InnKap and Mats Gustavsson) whose names and addresses are set out in Appendix (1) to the SPA (collectively, the “**Minority Sellers**” and each, a “**Minority Seller**”);
- (2) **Mats Gustavsson**, personal ID no. [redacted – personal information], with registered address at [redacted – personal information];
- (3) **InnKap 4 Admin AB**, company reg. no. 559385-3921, incorporated under the laws of Sweden with registered address at c/o Convendum, Box 3116, 400 10 Göteborg, Sweden (“**InnKap**”); and
- (4) **Baylin Technologies Inc.**, company reg. no. 2389359, incorporated under the laws of Ontario, Canada with registered address at 181 Bay Street, Suite 1800, Toronto, Ontario M5J 2T9 (the “**Buyer**”).

The parties listed under (1) – (3) are collectively referred to as the “**Sellers**” and individually as a “**Seller**”. The Sellers and the Buyer are collectively referred to as the “**Parties**” and individually as a “**Party**”.

Background

- (A) The Parties have entered into the SPA regarding the sale of all issued shares in Kaelus AB, company reg. no. 556055-5939 (the “**Company**”) from the Sellers to the Buyer (the “**Transaction**”).
- (B) The Parties have agreed to amend the SPA as set out in this Amendment Agreement.
- (C) Capitalized terms not defined in this Amendment Agreement shall have the same meaning ascribed to such terms in the SPA.

1 Amendments of the SPA

1.1 Amendment of Section 5.5.1 of the SPA

- 1.1.1 Pursuant to Section 5.4 and 5.5 of the SPA, the Buyer’s obligation to complete the Transaction is conditional upon the Financing Condition being satisfied no later than on the date falling two (2) months from the Signing Date.
- 1.1.2 The Parties agree to amend the long stop date for the fulfilment of the Financing Condition to the date falling three (3) months after the Signing Date. Accordingly, the Parties agree that Section 5.5.1 of the SPA shall be deleted in its entirety and replaced with the following:
 - (a) If (a)(i) the Conditions Precedents have not been fulfilled on or before the date falling four (4) months from the Signing Date, or (a)(ii) it is clear that a Condition Precedent will not be fulfilled on or before the date falling four (4) months after the Signing Date (e.g. if the relevant authority has prohibited the Transaction) or (b)(i) the Financing Condition has not been fulfilled on or before the date falling three (3) months from the Signing Date or (b)(ii) it is clear that the Financing Condition cannot be fulfilled on reasonable commercial terms acceptable to the directors of the Buyer on or before the date falling three (3) months after the Signing Date, the Sellers’ Representative (on behalf of all Sellers) and the Buyer shall be entitled, in their sole discretion, to terminate this Agreement by giving the other Party written notice thereof. Neither the Buyer nor the

Sellers shall be entitled to any compensation, damages or claim of any kind due to this Agreement being terminated in accordance with this Section 5-5-1, except for compensation due to breach of this Agreement by a Party prior to such termination.

1.2 Adjustment of Section 9.2.5 of the SPA

1.2.1 Pursuant to Section 9.2.5 of the SPA, the Sellers shall, between the Signing Date and the Closing Date, procure that the Company distributes to the Sellers the available unrestricted equity of the Company amounting to SEK 49,375,678, to the extent legally distributable. Any portion of such unrestricted equity that cannot be legally distributed (the “**Remaining Equity**”) shall increase the Deferred Payment on a SEK-by-SEK basis.

1.2.2 The Parties acknowledge that SEK 40,387,758 of the Company’s available unrestricted equity is legally distributable and that the extraordinary general meeting of the Company has resolved to distribute such amount to the Sellers. Accordingly, the Parties agree that the Remaining Equity, which shall be added to the Deferred Payment on a SEK-by-SEK basis, amounts to SEK 8,987,920.

2 Miscellaneous

2.1 Section 20 of the SPA shall apply *mutatis mutandis* to this Amendment Agreement.

2.2 This Agreement shall be deemed to constitute an amendment in accordance with Section 16 of the SPA.

2.3 Unless expressly stated in this Amendment Agreement, the provisions of the SPA shall continue to apply in full force and effect in accordance with its terms.

(Signature pages follow)

This Agreement has been duly executed by way of electronic signature. This Agreement can be executed in any number of counterparts, each of which shall be deemed original.

BAYLIN TECHNOLOGIES INC.

Signed by:


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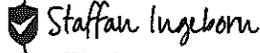
Leighton Carroll, Chief Executive Officer

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 *Mats Gustavsson*
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Mats Gustavsson _____

EACH OF THE MINORITY SELLERS (as listed in Appendix (1) to the SPA)

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 *Mats Gustavsson*
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Mats Gustavsson *on behalf of each of the Minority Sellers by power of attorney*

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