

SECOND AMENDING AGREEMENT TO THE MASTER AGREEMENT

THIS AMENDING AGREEMENT dated as of the 17th day of March, 2026 (“**Agreement**”).

AMONG:

G2M CAP CORP., a corporation incorporated under the laws of Canada (hereinafter referred to as “**G2M**”)

- and -

1563395 B.C. LTD., a corporation incorporated under the laws of the Province of British Columbia (hereinafter referred to as “**Subco**”)

- and -

WISHPOND TECHNOLOGIES LTD., a corporation incorporated under the laws of the Province of British Columbia (“**Wishpond**”)

- and -

SALESCLOSER TECHNOLOGIES INC., a corporation incorporated under the laws of the Province of British Columbia (“**SalesCloser**”)

(each a “**party**” and collectively, the “**parties**”)

WHEREAS:

- A. On December 22, 2025, the parties entered into a Master Agreement, as amended by an Amending Agreement among the parties dated January 31, 2026 (the “**Master Agreement**”), in respect of a series of transactions between the parties thereto.
- B. The parties wish to make certain amendments to the Master Agreement, as provided herein.
- C. All capitalized terms used but not defined herein will have the meanings given to them in the Master Agreement.

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT AND THE MASTER AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

(1) **Amendments.**

- (a) The definition of “**Founder Options**” in the Master Agreement is hereby deleted and replaced with the following language:

“Founder Options” means options granted under the Fixed ESOP to acquire an aggregate of 3,800,000 Resulting Issuer Shares, on a post-Consolidation basis, consisting of 2,533,333 options granted to Ali Tajskandar and 1,266,667 options granted to Jordan Gutierrez, at an exercise price of \$0.60 per share, which will vest immediately after Closing and will expire five (5) years from the date of Closing.

- (b) The definition of **“NI 52-102”** in the Master Agreement is hereby deleted and replaced with the following language:

“NI 51-102” means National Instrument 51-102 – Continuous Disclosure Obligations.

- (c) The definition of **“SalesCloser Financial Statements”** in the Master Agreement is hereby deleted and replaced with the following language:

“SalesCloser Financial Statements” means the audited carve-out financial statements of SalesCloser as at and for the fiscal years ended September 30, 2024 and September 30, 2025 and the unaudited condensed interim carve-out financial statements for the three-month period ended December 31, 2025 and 2024, or such other date required pursuant to Applicable Canadian Securities Laws.

- (d) The definition of **“SalesCloser Information”** in the Master Agreement is hereby deleted and replaced with the following language:

“SalesCloser Information” means all information to be included in the G2M Circular and/or the Filing Statement, as applicable, describing SalesCloser and the business, operations and affairs of SalesCloser and including the SalesCloser Financial Statements, as required pursuant to Applicable Canadian Securities Laws and the policies of the TSXV.

- (e) The definition of **“Termination Deadline”** in the Master Agreement is hereby deleted and replaced with the following language:

“Termination Deadline” means 5:00 p.m. (Vancouver time) on April 30, 2026, or such earlier or later date and time as may be agreed to in writing by the parties;

- (f) The following defined terms are hereby added to the definition section of the Master Agreement immediately after the definition of **“Effective Date”**:

“Filing Statement” means the filing statement prepared and filed by G2M in connection with the Transaction pursuant to the policies of the TSXV.

- (g) The following defined terms are hereby added to the definition section of the Master Agreement immediately after the definition of “IFRS”:

“Inducement Shares” means the 356,641 Resulting Issuer Shares to be issued to Ali Tajskandar at Closing pursuant to Section 6.4 of TSXV Policy 4.4 as an inducement grant, which shares shall be subject to the applicable principal escrow requirements of the TSXV.

- (h) Section 12(a) of the Master Agreement is hereby deleted and replaced with the following language:

(a) G2M shall use its commercially reasonable efforts to obtain, on or prior to the Effective Date, all applicable approvals of the TSXV to the Transaction, and the approval of the G2M Resolutions at the G2M Meeting, all in accordance with Applicable Laws and as promptly as reasonably practicable, and in compliance with Applicable Laws, prepare the G2M Circular and/or the Filing Statement, as applicable, which shall contain the G2M Information and the SalesCloser Information, with G2M and Wishpond cooperating in the preparation thereof, and Wishpond having the right to review and comment on the SalesCloser Information prior to submission to the TSXV or filing with the Securities Authorities, and G2M agreeing to consider such comments in good faith.

- (i) Section 12(c)(ii)(G) of the Master Agreement is hereby deleted and replaced with the following language:

(G) effect any financing transaction whether by means of debt, equity or otherwise, or issue, grant, sell, pledge, lease, dispose of or encumber or agree to issue, grant, sell, pledge, lease, dispose of or encumber, any G2M Shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, G2M Shares, other than: (1) the aggregate number of G2M Shares issuable upon exercise of convertible securities of G2M issued and outstanding as of the date hereof (whether or not currently subject to any vesting restrictions); (2) as otherwise

specifically contemplated in this Agreement; or (3) the issuance of the Inducement Shares.

- (j) Section 20(g) of the Master Agreement is hereby deleted and replaced with the following language:

G2M will have not less than C\$560,000 in its treasury, less any expenses and subject to any liabilities incurred in connection with the Transaction, provided that G2M will work with Wishpond to provide that its legal fees, excluding disbursements, will not exceed \$50,000 for this Transaction; and

- (k) Schedule "D" (Closing Steps Sequence) of the Master Agreement is hereby deleted in its entirety and replaced with Schedule "A" of this Agreement.

(i) Section 12(a) of the Master Agreement is hereby amended by adding the words "and/or the Filing Statement" immediately following each reference to the "G2M Circular."

- (2) **Other Provisions.** All other provisions of the Master Agreement remain in full force and effect as of the date of the Master Agreement.
- (3) **Time of Essence.** Time shall be of the essence of this Agreement.
- (4) **TSXV Approval.** This Agreement is subject to the approval of the TSX Venture Exchange.
- (5) **Governing Law.** This Agreement shall be governed by and construed in accordance with the Applicable Laws of the Province of British Columbia and the Applicable Laws of Canada applicable therein. The parties hereby irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising out of this Agreement.
- (6) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the date first written above.

G2M CAP CORP.

Per:

/s/ "Hari Nesathurai"

Name: Hari Nesathurai

Title: CEO

1563395 B.C. LTD.

Per:

/s/ "Hari Nesathurai"

Name: Hari Nesathurai

Title: Director

WISHPOND TECHNOLOGIES LTD.

Per:

/s/ "Adrian Lim"

Name: Adrian Lim

Title: CFO

SALESCLOSER TECHNOLOGIES INC.

Per:

/s/ "Adrian Lim"

Name: Adrian Lim

Title: Director & CFO

SCHEDULE "A"

See attached.

SCHEDULE D

CLOSING STEPS SEQUENCE

The following steps required to satisfy the closing conditions in the Master Agreement will be deemed to be taken in the following sequence (the “**Closing Steps Sequence**”):

1. Each of Ali Tajskandar and Jordan Gutierrez will have entered into the Founder Employment Agreements with G2M, promptly after the execution of the Master Agreement (the “**Founder EA Execution Date**”).
2. SalesCloser and Wishpond will enter into the Asset Purchase Agreement; and then
3. Pursuant to the Asset Purchase Agreement, the SalesCloser assets will be transferred from Wishpond to SalesCloser for consideration of shares of SalesCloser and assumption of certain liabilities. Eligible property as defined in subsection 85(1.1) will be transferred on a tax deferred basis pursuant to section 85 of the *Income Tax Act* (Canada); and then
4. On the Effective Date, but prior to the completion of the Amalgamation:
 - (a) the Consolidation will complete; and then
 - (b) G2M will grant Ali Tajskandar 2,533,333 Founder Options and Jordan Gutierrez 1,266,667 Founder Options, in each case on a post-Consolidation basis; and then
 - (c) the Bridge Notes will convert into 2,500,000 Bridge Note Shares at a deemed conversion price of \$0.60 per Bridge Note Shares; and then
 - (d) G2M will assume the Bridge Financing Finder’s Warrants; and then
5. Following completion of step 4, on the Effective Date, the Subscription Receipt Financing will close; and then
6. Following the completion of step 5, the Amalgamation will complete on the Effective Date at the Effective Time, creating Amalco, a wholly-owned subsidiary of G2M. Concurrently with the completion of the Amalgamation:
 - (a) G2M will issue Wishpond 22,750,000 Consideration Shares; and
 - (b) all Bridge Note Shares will be exchanged for Resulting Issuer Shares; and then
7. Immediately after the Effective Time, concurrently:
 - (a) all of the Founder Options will become fully-vested;
 - (b) the Subscription Receipts will convert into SR Units; and then

8. Immediately after the Effective Time, the Resulting Issuer will issue the Inducement Shares to Ali Tajskandar.