AMENDING AGREEMENT NO. 3

THIS AMENDING AGREEMENT NO. 3 (this "**Amending Agreement**") is made as of September 30, 2019,

AMONG:

Ethos.io PTE LTD.

- and -

Green Gate Management

- and -

Amano Global Holdings Inc.

- and -

The Ethos Parties (as defined in the Asset Purchase Agreement)

- and -

Voyager Digital (Canada) Ltd.

- and -

HTC Trading, Inc.

RECITALS:

A. The parties hereto entered into an asset purchase agreement dated as of March 6, 2019, as amended by an amending agreement No. 1 dated as of March 28, 2019 and an amending agreement No. 2 dated as of July 31, 2019 (as so amended, the "Asset Purchase Agreement").

B. The parties hereto have agreed to amend certain provisions of the Asset Purchase Agreement as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Asset Purchase Agreement as amended by this Amending Agreement.

1.2 All references in this Amending Agreement to Articles, Sections, subsections and clauses are to Articles, Sections, subsections and clauses of the Asset Purchase Agreement.

1.3 The headings of the Articles and Sections of this Amending Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Amending Agreement.

ARTICLE 2
AMENDMENTS TO THE ASSET PURCHASE AGREEMENT

2.1 Schedule 2.1(11) of the Asset Purchase Agreement is amended by deleting it in its entirety and replacing it with Appendix A hereto.

2.2 Section 3.2(2)(d) of the Asset Purchase Agreement is amended by deleting it in its entirety and replacing it with the following:

> "(d) an independent contractor agreement with the individual named in Schedule 5.7(1);".

2.3 Section 5.7 of the Asset Purchase Agreement is amended by deleting it in its entirety and replacing it with the following:

> "**5.7 Employment.** (1) Prior to Closing, Voyager, or an Affiliate of Voyager, shall enter into an independent contractor agreement with the individual identified on Schedule 5.7(1) that provides for an annualized amount of compensation for the 2019 year at the rate identified next to the individual's name on Schedule 5.7(1).".

2.4 Schedule 5.7(1) of the Asset Purchase Agreement is amended by deleting it in its entirety and replacing it with Appendix B hereto.

2.5 The definition of "Closing Date" in Section 1 of Schedule 1.0 to the Asset Purchase Agreement is amended by deleting it in its entirety and replacing it with the following:

> ""**Closing Date**" means either (i) October 1, 2019, or (ii) if the Exchange Approval has not been obtained prior to such date, the date that is three Business Days after the Exchange Approval has been obtained, or such earlier or later date as may be agreed to in writing by the Parties."

ARTICLE 3
GENERAL

3.1 **Supplemental**. This Amending Agreement is supplemental to and amends the Asset Purchase Agreement and the Asset Purchase Agreement shall henceforth be read in conjunction with, as amended by, this Amending Agreement, and the Asset Purchase Agreement and this Amending Agreement shall henceforth be read, interpreted, construed and have effect so far as it is practicable as if all of the provisions of the Asset Purchase Agreement and this Amending Agreement were contained in one instrument.

3.2 **Further Assurances**. The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Amending Agreement and every part thereof.

3.3 **Governing Law**. This Amending Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties to this Amending Agreement hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario in connection with any matters arising under this Amending Agreement.

3.4 **Counterparts**. This Amending Agreement may be executed in any number of counterparts, by electronic means or otherwise, with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

[*Signature page follows*]

IN WITNESS WHEREOF the parties have signed this Amending Agreement as of the date set out on the first page.

ETHOS.IO PTE. LTD.

By: [*Redacted - Personal Information*]

Name: Shingo Lavine
Title: CEO

GREEN GATE MANAGEMENT

By: [*Redacted - Personal Information*]

Name: Adam Lavine
Title: Director

AMANO GLOBAL HOLDINGS INC.

By: [*Redacted - Personal Information*]

Name: Aiko Lavine
Title: President

ADAM LAVINE

[*Redacted - Personal Information*]

AIKO LAVINE

[*Redacted - Personal Information*]

SHINGO LAVINE

[*Redacted - Personal Information*]

[*Signatures continue on the following page*]

VOYAGER DIGITAL (CANADA) LTD.

By: [*Redacted - Personal Information]*

Name: Stephen Ehrlich
Title: Chief Executive Officer

HTC TRADING. INC.

By: [*Redacted - Personal Information*]

Name: Stephen Ehrlich
Title: Chief Executive Officer

Appendix A

Schedule 2.1 (11) Amended

<u>Services transferred</u> **<u>Terms of services</u>**

[*Redacted - Commercially Sensitive Information]*

<u>Services Terminated</u>

[*Redacted - Commercially Sensitive Information*]

Appendix B

SCHEDULE 5.7(1)

Name	Department	Annualized Compensation for 2019
[*Redacted - Personal Information*]	Technology Development	US$[*Redacted - Commercially Sensitive Information]*