FORM 51-102F3
MATERIAL CHANGE REPORT

1. **Name and Address of Company**

Interfield Global Software Inc. (the "**Corporation**" or "**IFSS**")
Office 55, Rasis Business Centre
Al Barsha, Dubai, United Arab Emirates
P O Box 78020

2. **Date of Material Change**

May 14, 2024

3. **News Release**

Press release disclosing the material change was released on May 14, 2024 through the facilities of Globe Newswire, a copy of which is included at the end of this report as Schedule “A”.

4. **Summary of Material Change**

On May 14, 2024, the Corporation announced that further to its previously announced non-binding of understanding dated January 17, 2024 with JRL Energy Inc. (“**JRL**”), the Company along with its wholly owned subsidiary, Interfield Software Solutions LLC (“**Interfield Solutions**”) have executed a definitive intellectual property development and license agreement with JRL pursuant to which Interfield Solutions will implement for JRL its ToolSuite digital platform (“**ToolSuite**”) for reporting operational data, environmental, social and governance (“**ESG**”) reporting, energy transition reporting, and inventory management with respect to coal production operations of JRL and its affiliates in the United States of America.

5.1 **Full Description of Material Change**

The Corporation, along with its wholly owned subsidiary, Interfield Solutions executed a definitive intellectual property development and licence agreement (the “**Licensing Agreement**”) with JRL, pursuant to which Interfield Solutions will implement for JRL ToolSuite for reporting operational data, ESG reporting, energy transition reporting, and inventory management with respect to coal production operations of JRL and its affiliates as well as sub-licensees in the United States of America (the “**Project**”).

Pursuant to the Licensing Agreement, JRL will pay a licensing fee of US$1,000,000 to Interfield Solutions for the initial deployment of the ToolSuite platform, with an option to expand such deployment in the future, at the sole discretion of JRL. Additionally, the Licensing Agreement provides for the Company and JRL to jointly market and sell third party sub licenses for ToolSuite within the United States of America.

Implementation of the Project rollout and payment of the licensing fee will be staged based on mutually agreed timelines between the parties.

5.2 **Disclosure for Restructuring Transactions**

Not applicable.

6. **Reliance on subsection 7.1(2) of National Instrument 51-102**

The report is not being filed on a confidential basis.

7. **Omitted Information**

No significant facts have been omitted from this Material Change Report.

8. **Executive Officer**

For further information, contact Harold Hemmerich, Chief Executive Officer at +971 50 558 8349 or Brian Nurse, Investor Relations at +1 303 919 2913.

9. **Date of Report**

This report is dated May 15, 2024.

Cautionary Statement Regarding Forward-Looking Information

This news release contains “forward-looking information” and “forward-looking statements” (collectively, “forward-looking statements”) within the meaning of applicable Canadian securities laws. All statements other than statements of historical fact are forward-looking statements, and are based on expectations, estimates and projections as at the date of this news release. Any statement that involves discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions, future events or performance often using phrases such as “expects”, “anticipates”, “plans”, “budget”, “scheduled”, “forecasts”, “estimates”, “believes” or “intends”, or variations of such words and phrases, or stating that certain actions, events or results “may” or “could”, “would”, “might” or “will” be taken to occur or be achieved, are not statements of historical fact and may be forward-looking statements..

Forward-looking statements are necessarily based upon a number of estimates and assumptions that, while considered reasonable, are subject to known and unknown risks, uncertainties and other factors, which may cause actual results and future events to differ materially from those expressed or implied by such forward-looking statements. Such factors include: general business, economic, competitive, political and social uncertainties; delay or failure to receive any necessary board, shareholder or regulatory approvals, including the approval of any applicable regulatory authority; and that factors may occur which impede or prevent the Corporation’s future business plans. There can be no assurance that such statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on the forward-looking statements and information contained in this news release. Except as required by law, the Corporation does not assume any obligation to update the forward-looking statements, whether they change as a result of new information, future events or otherwise, except as required by law.

Schedule "A"

INTERFIELD GLOBAL SOFTWARE INC.
Office 55, Rasis Business Centre, Al Barsha
Dubai, United Arab Emirates,
P.O. Box 78020

INTERFIELD GLOBAL SOFTWARE INC. ANNOUNCES EXECUTION OF DEFINITIVE LICENSE AGREEMENT WITH JRL ENERGY INC.

NOT FOR DISTRIBUTION TO THE UNITED STATES NEWS WIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES. ANY FAILURE TO COMPLY WITH THIS RESTRICTION MAY CONSTITUTE A VIOLATION OF U.S. SECURITIES LAW.

May 14, 2024 - VANCOUVER, BC - Interfield Global Software Inc. (CBOE CA: IFSS) (the "**Company**") announces that further to its previously announced non-binding memorandum of understanding dated January 17, 2024 with JRL Energy Inc. ("JRL"), the Company along with its wholly owned subsidiary, Interfield Software Solutions LLC ("Interfield Solutions") have executed a definitive intellectual property development and licence agreement (the "Licensing Agreement") with JRL, pursuant to which Interfield Solutions will implement for JRL its ToolSuite digital platform ("ToolSuite") for reporting operational data, environmental, social and governance ("ESG") reporting, energy transition reporting, and inventory management with respect to coal production operations of JRL and its affiliates as well as sub-licensees in the United States of America (the "Project").

Pursuant to the Licensing Agreement, JRL will pay a licensing fee of US$1,000,000 to Interfield Solutions for the initial deployment of the ToolSuite platform, with an option to expand such deployment in the future, at the sole discretion of JRL. Additionally, the Licensing Agreement provides for the Company and JRL to jointly market and sell third party sub licenses for ToolSuite within the United States of America.

Implementation of the Project rollout and payment of the licensing fee will be staged based on mutually agreed timelines between JRL and Interfield.

Steele Hemmerich, President of the Company commented "the license agreement with JRL Energy Inc. marks a major milestone in the development of our ToolSuite platform. It not only exemplifies the versatility and strength of our Toolsuite software but also reinforces our commitment to advancing technological innovation within the energy sector."

About JRL Energy Inc.

JRL Energy Inc. is a full-service provider and processor of high-quality thermal and specialty coal. JRL is a modern visionary company with ESG and energy transition goals and objectives. JRL Energy has multiple operating mines in Kentucky and produces from both underground and open pit operations.

About Interfield Global Software Inc.

The Company is a publicly listed company, with its common shares listed on the Cboe Canada Inc. (Cboe Canada: IFSS) and operates out of Dubai, U.A.E through its wholly owned subsidiary, Interfield Software Solutions LLC ("Interfield Solutions"). Interfield Solutions is a software company that services numerous industrial segments worldwide including oil and gas, mining and renewables. Interfield Solutions has two operating divisions, E-commerce and Software as a Service. Equipment Hound, the company's flagship product of its E-commerce division, is an industrial equipment marketplace that connects buyers and suppliers around the globe. Equipment Hound manages a catalogue of equipment from various suppliers and provides procurement solutions for buyers. It includes features such as requests for quotes, logistics support and third-party verification. ToolSuite, the company's flagship product of its Software as a Service division, is a cloud based data collection and management platform that digitizes industrial processes and provides real-time auditable data for clients.

Interfield Solutions is a software company that services numerous industrial segments worldwide including oil and gas, mining and renewables. Interfield Solutions has two operating divisions, E-commerce and Software as a Service. Equipment Hound, the company's flagship product of its E-commerce division, is an industrial equipment marketplace that connects buyers and suppliers around the globe. Equipment Hound manages a catalogue of equipment from various suppliers and provides procurement solutions for buyers. It includes features such as requests for quotes, logistics support and third-party verification. ToolSuite, the company's flagship product of its Software as a Service division, is a cloud based data collection and management platform that digitizes industrial processes and provides real-time auditable data for clients.

ON BEHALF OF THE BOARD OF DIRECTORS

"Harold Hemmerich"

Harold Hemmerich, Chief Executive Officer & Director
Phone: +971 50 558 8349

Bruce Nurse, Investor Relations
Phone: +1 303 919 2913

Forward-Looking Statements Disclaimer and Reader Advisory

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Forward-looking statements are necessarily based upon a number of estimates and assumptions that, while considered reasonable, are subject to known and unknown risks, uncertainties and other factors, which may cause actual results and future events to differ materially from those expressed or implied by such forward-looking statements. Such factors include: general business, economic, competitive, political and social uncertainties; delay or failure to receive any necessary board, shareholder or regulatory approvals, including the approval of any applicable regulatory authority; and that factors may occur which impede or prevent the Company's future business plans. There can be no assurance that such statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on the forward-looking statements and information contained in this news release. Except as required by law, the Company does not assume any obligation to update the forward-looking statements, whether they change as a result of new information, future events or otherwise, except as required by law.

Neither Cboe Canada nor its Regulation Services Provider (as that term is defined in the policies of the Cboe Canada) accepts responsibility for the adequacy or accuracy of this news release.