

May 24, 2026

Re: Investor Rights Agreement among Dye & Durham Limited (the “**Company**”), OneMove Capital Ltd. (“**OneMove**”) and Plantro Ltd. (“**Plantro**”) (as amended, supplemented and/or replaced from time to time, the “**IRA**”) *[Redacted – Commercially Sensitive Information]* and the Settlement Agreement entered into by and among the Company, OneMove and Tyler Proud dated December 4, 2025 (as amended, supplemented and/or replaced from time to time, the “**Settlement Agreement**”)

WHEREAS, in connection with the Company’s initial public offering in July 2020, the Company, Plantro and Seastone Invest Limited (now OneMove) entered into the IRA, which, among other things, grants each of Plantro and Seastone (now OneMove) the right to designate one Nominee for election to the Board *[Redacted – Commercially Sensitive Information]*, provided that under Section 3.2(b) of the IRA, the Nominee designated by Seastone (now OneMove) “shall not be Tyler Proud”;

WHEREAS, *[Redacted – Commercially Sensitive Information]*

WHEREAS, the parties now wish to waive the restriction in Section 3.2(b) of the IRA preventing Tyler Proud from being the Nominee of OneMove *[Redacted – Commercially Sensitive Information]*, so as to permit Tyler Proud to be permitted to be designated as the Seastone Director from May 24, 2026;

WHEREAS, the Company, OneMove and Tyler Proud entered into the Settlement Agreement, which, among other things, established standstill and voting commitments, and the parties wish to amend certain provisions of the Settlement Agreement concurrently herewith as set forth in the amendment agreement of even date herewith;

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the IRA. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto irrevocably agree as follows:

1. The parties hereby irrevocably agree to the following waivers and amendment:

(a) IRA. Each of the Company and Plantro hereby irrevocably waive the restriction in Section 3.2(b) of the IRA that provides that the Nominee of Seastone “shall not be Tyler Proud” and any other provision under the IRA that would restrict Tyler Proud from serving as a board observer of the Company or from being the Nominee of OneMove as the Seastone Director from May 24, 2026. The parties agree that Section 3.2(b) of the IRA is hereby amended to delete the words “, who shall not be Tyler Proud” effective as at May 24, 2026.

(b) *[Redacted – Commercially Sensitive Information]*

2. This letter agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereto attorn to the jurisdiction of the courts of the Province of Ontario.

3. The existence and terms of this letter agreement and the transactions contemplated hereby shall be treated as confidential by each party and shall not be disclosed to any third party, except that the Company may disclose the existence and terms of this letter agreement: (i) to the extent required under applicable laws, rules, or regulations (including, without limitation, applicable Canadian securities laws) or by any order, ruling, or directive of a court, tribunal, or governmental or regulatory authority having jurisdiction over such party; (ii) in any press release, material change report, management information circular, or other document filed by the Company with Canadian securities regulatory authorities or the Toronto Stock Exchange in connection with the appointment of Tyler Proud as a board observer, or the nomination, appointment, or election of Tyler Proud to the Board, including for the purpose of confirming that all necessary waivers and consents have been obtained; (iii) to the Board (and any committee thereof) and to any officers or employees of the Company; (iv) to the external auditors of the Company or the legal or financial advisors of the Company or the Board (or any committee thereof) or (v) in connection with the enforcement of rights under this letter agreement, the IRA, *[Redacted – Commercially Sensitive Information]*. No party hereto may assign or otherwise transfer this letter agreement, or any right or obligation contemplated hereby, to any person without the prior written consent of each other party hereto. Each party agrees that this letter agreement and the execution thereof shall not constitute a breach of any existing agreement between any of the parties or their principals.
4. The e-mail transmission of a pdf copy of the execution page hereof reflecting the execution of this letter agreement by any party hereto shall be effective in itself to evidence such party's agreement to the terms, provisions and conditions hereof.

Accepted, acknowledged and agreed to as of the date first set out above.

ONEMOVE CAPITAL LTD.

By: (signed) "Tyler Proud"
Name: Tyler Proud
Title: Chief Executive Officer

PLANTRO LTD.

By: (signed) "Samantha Godwin"
Name: Samantha Godwin
Title: Authorised Signatory, for
and on behalf of JTC Directors
Limited and Castle Directors
Limited, as Corporate Director

DYE & DURHAM LIMITED

By: (signed) "Edward Smith"
Name: Edward Smith
Title: Chair of the Board

(signed) "Matthew Proud"

Matthew Proud