AMENDMENT AGREEMENT TO VOLUNTARY ESCROW AGREEMENT

THIS AMENDMENT AGREEMENT is made as of September 18, 2025.

AMONG:

Tokenwell Platforms Inc. (formerly Trilogy AI Corp.), a company existing under the laws of the Province of British Columbia, ("**Tokenwell**")

-and-

Each of the shareholders who is signatory to this Amendment Agreement (each, a "**Shareholder**" and collectively, the "**Shareholders**")

-and-

Odyssey Trust Company, a company continued under the laws of Canada, having an office in the City of Vancouver in the Province of British Columbia, (the "**Escrow Agent**")

each a "**Party**" and collectively, the "**Parties**".

RECITALS:

A. Tokenwell, the Shareholders and the Escrow Agent entered into a voluntary escrow agreement dated August 5, 2025, whereby the Parties agreed that the Escrow Agent act as escrow agent in connection with the escrow of the Escrowed Shares and in accordance with the terms therein (the "**Escrow Agreement**").

B. Pursuant to Section 11(e) of the Escrow Agreement, the Parties wish to enter into this Amendment Agreement to amend, clarify and confirm certain provisions of the Escrow Agreement and such other matters in accordance with the terms and conditions herein set out.

C. Capitalized terms used herein, including the recitals hereto, shall have the meanings ascribed thereto in the Escrow Agreement, as amended hereby, unless otherwise defined herein.

IN CONSIDERATION of the mutual covenants and agreements contained in this Amendment Agreement and for other good and valuable consideration (the receipt and adequacy of which are acknowledged), the Parties agree as follows:

1. **Recitals**. The recitals set forth above are true and correct.

2. **Definitions and Interpretation**. Capitalized terms used and not defined in this Amendment Agreement have the meanings given to them in the Escrow Agreement. Articles and Sections referred to in this Amendment Agreement are those in the Escrow Agreement, except to the extent of any new Articles or Sections added thereto pursuant to this Amendment Agreement.

3. **Amendment**. Notwithstanding any provision to the contrary in the Escrow Agreement:

   (a) Section 4(a) of the Escrow Agreement is hereby amended by deleting such Section 4(a) in its entirety and replacing it with the following:

The Escrowed Shares will be released as follows:

Release Date:	Escrowed Shares to be Released:
On the Listing Date	1/10 of the Escrowed Shares
3 months after the Listing Date	1/6 of the remaining Escrowed Shares
6 months after the Listing Date	1/5 of the remaining Escrowed Shares
9 months after the Listing Date	1/4 of the remaining Escrowed Shares
12 months after the Listing Date	1/3 of the remaining Escrowed Shares
15 months after the Listing Date	1/2 of the remaining Escrowed Shares
18 months after the Listing Date	Remaining Escrowed Shares

4. **Amendment Agreement**. This Amendment Agreement is supplemental to and is to be read with and be deemed to be part of the Escrow Agreement, which is deemed to be amended *mutatis mutandis* as provided in this Amendment Agreement. Any reference to the Escrow Agreement and any agreements or documents entered into in connection with the Escrow Agreement means the Escrow Agreement as amended by this Amendment Agreement and all such agreements and documents are also hereby amended pro tanto to give effect to this Amendment Agreement.

5. **Force and Effect**. The Escrow Agreement remains in full force and effect without any amendment or addition, except as provided in this Amendment Agreement.

6. **Further Assurances.** Each Party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Amendment Agreement that any other Party may reasonably require, for the purposes of giving effect to this Amendment Agreement.

7. **Counterparts**. This Amendment Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Amendment Agreement by facsimile or transmitted electronically in legible form, including without limitation in a tagged image format file (TIFF) or portable document format (PDF), is equally effective as delivery of a manually executed counterpart of this Amendment Agreement.

[Signature page follows]

DATED the date first written above.

TOKENWELL PLATFORMS INC.

Per: *(signed) "Timothy J. Burgess"*
Name: Timothy J. Burgess
Title: Chief Executive Officer

ODYSSEY TRUST COMPANY

Per: *(signed) "Amy Douglas"*
Name: Amy Douglas
Title: Managing Director, Corporate Trusts

Per: *(signed) "Rachel Wales"*
Name: Rachel Wales
Title: Director, Corporate Trusts

SHAREHOLDER SIGNATURE PAGE

______________________	*(signed) "Ehsan Fazl-Ersi"*
Witness	**EHSAN FAZL-ERSI**
______________________	
Name of Witness	

OCULAR AI INC.

Per: *(signed) "Ehsan Fazl-Ersi"*

Name: Ehsan Fazl Ersi

Title: Chief Executive Officer