

SECOND AMENDMENT AGREEMENT to the Amalgamation Agreement dated January 19, 2015 between Quentin Ventures Ltd., 1021784 B.C. Ltd., and Identillect Technologies Corp. (collectively, the “Parties”)

WHEREAS the Parties entered into an Amalgamation Agreement dated effective January 19, 2015, as amended effective August 25, 2015 (collectively the “**Amalgamation Agreement**”);

AND WHEREAS the Parties desire to amend the terms of the Amalgamation Agreement to provide for additional terms and conditions, as set forth herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration given by each Party to the other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the Parties agree as follows:

1. Subsection 1.1(x) of the Amalgamation Agreement will be amended to read:
 - (x) “**Identillect Warrants**” means the share purchase warrants of Identillect;
2. The following definitions will be added to Section 1.1. of the Amalgamation Agreement as follows:

“**Identillect Private Placement Warrants**” means the share purchase warrants issued by Identillect pursuant to the Financing;

“**Identillect Side Car Warrants**” means the share purchase warrants issued by Identillect pursuant to the Side Car Private Placement;

“**Side Car Private Placement**” means the private placement of 1,400,000 units of Identillect completed in November, 2015, at a price per unit of \$0.25, each consisting one Identillect Share and one Identillect Warrant;
3. Subsection 2.2(e) of the Amalgamation Agreement will be amended to read:
 - (e) each Identillect Private Placement Warrant outstanding at the Effective Time shall be exchanged for two share purchase warrants in Quentin, to acquire one Quentin Share for each share purchase warrant in Quentin, on the same terms and conditions as the Identillect Private Placement Warrant, and thereafter all Identillect Private Placement Warrants shall be cancelled;
 - (f) each Identillect Side Car Warrant outstanding at the Effective Time shall be exchanged for one share purchase warrant in Quentin, to acquire one Quentin Share, on the same terms and conditions as the Identillect Side Car Warrant, and thereafter all Identillect Side Car Warrants shall be cancelled; and
4. Subsection 2.2(f) of the Amalgamation Agreement will be renumbered to 2.2(g).
5. The Amalgamation Agreement shall be further amended for all such additional changes as may be required to reflect or give effect to the foregoing. All other terms of the

Amalgamation Agreement remains in full force and effect.

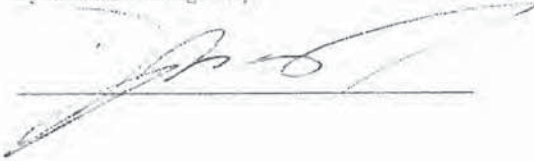
6. The amendments contemplated by this Second Amended Agreement (the “**Second Amended Agreement**”) shall take effect immediately, upon execution of this Amended Agreement.
7. All capitalized terms not otherwise defined in this Second Amended Agreement shall have the meanings ascribed to them in the Amalgamation Agreement.
8. This Second Amended Agreement may be executed and delivered in one or more counterparts, and each counterpart when so executed and delivered will be deemed an original, and all such counterparts will together constitute one and the same document.

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IN WITNESS WHEREOF the parties have executed this Agreement effective as of the 19th day of November, 2015.

QUENTIN VENTURES LTD.

By its authorized signatory:

A handwritten signature in dark ink, appearing to be "J. Smith", is written over a horizontal line.

1021784 B.C. LTD.

By its authorized signatory:

A handwritten signature in dark ink, appearing to be "D. Smith", is written over a horizontal line.

IDENTILLECT TECHNOLOGIES CORP.

By its authorized signatory:

A handwritten signature in dark ink, appearing to be "J. Smith", is written over a horizontal line.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the 19th day of November, 2015.

QUENTIN VENTURES LTD.

By its authorized signatory:

1021784 B.C. LTD.

By its authorized signatory:

IDENTILLECT TECHNOLOGIES CORP.

By its authorized signatory:

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be a cursive representation of the company name or a representative's name.