

FIRST 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 (the “**Amalgamation Agreement**”) dated effective January 19, 2015;

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. The Parties acknowledge that Identillect Technologies Corp. (“**Identillect**”) had 19,327,947 outstanding common shares, prior to the issuance of any shares pursuant to section 4 below.
2. The Parties have entered into an engagement letter (the “**Financing**”) with Canaccord Genuity Corp. (“**Canaccord**”) whereby Canaccord will raise, on a commercially reasonable efforts basis, proceeds of up to CDN\$2.5 million through a brokered private placement of up to 10,000,000 subscription receipts (the “**Subscription Receipts**”) of Identillect, at a price of CDN\$0.25 per Subscription Receipt. Immediately prior to the Transaction the Subscription Receipts will automatically convert to one unit of Identillect, which will further convert into one unit of the resulting public company (the “**Resulting Issuer**”), pursuant to the Amalgamation. Each unit of the Resulting Issuer will consist of one common share and one-half of one share purchase warrant. Each full purchase warrant will be exercisable into one common share of the Resulting Issuer at a price of CDN\$0.40 per share for a period of 18 months after the Transaction.
3. As compensation for the Financing, Canaccord will be paid a cash commission of 7% of the aggregate proceeds of the Subscription Receipts sold, and will receive compensation options to acquire that number of common shares of the Resulting Issuer equal to 10% of the number of Subscription Receipts sold under the Financing. Each compensation option will be exercisable at CDN\$0.40 per share for a period of 18 months after closing. Canaccord will also receive a work fee of \$25,000 in cash and a corporate finance fee of 300,000 units having the same terms as the units underlying the Subscription Receipts.
4. The Parties acknowledge that prior to the completion of the Transaction, in addition to the Additional Financing already completed in the Amalgamation Agreement, Identillect will conduct a non-brokered private placement of up to 2,000,000 units at a price of CDN\$0.25 per unit, for aggregate gross proceeds of up to an additional CDN\$500,000. Each Identillect unit will be comprised of one Identillect common share and one-half of one share purchase warrant. Each full warrant will be exercisable into one Identillect common share at a price of CDN\$0.40 per share for a period of 18 months from the closing of the Transaction. On closing of the Transaction these warrants will enable the holder to acquire one common share of the Resulting Issuer on the same terms.

5. The Parties acknowledge that prior to the conversion of the Subscription Receipts into units of Identillect, and prior to the completion of the Transaction, Identillect will complete a share split (the “**Share Split**”) whereby each owner of Identillect common shares at the time of the Share Split will be entitled to 1.15 shares of Identillect for every 1 common share held before the Share Split. No warrants, options, or other securities convertible into Identillect common shares, including the securities issued in relation to the Financing, will be adjusted pursuant to the Share Split and their conversion into securities of the Resulting Issuer will be governed by the Amalgamation Agreement and the subscription agreement entered into in connection with the Financing.
6. The Parties Acknowledge that, following the Share Split, the holders of Identillect Shares at the Effective Time, will receive one common share of Quentin for each Identillect common share, rather than 1.15 shares of Quentin.
7. The Parties agree that with respect to the issuance of Quentin Preferred Shares and the issuance of Achievement Shares on conversion hereof, the following amendments shall govern:
 - a) Immediately prior to the Stock Split, the holders of the outstanding Identillect Shares shall receive rights (the “**Preferred Rights**”) entitling them to receive, on the Effective Date, an aggregate of 5,000,000 Quentin Preferred Shares, on a pro-rata basis. For greater certainty, the holders of Subscription Receipts will not be entitled to Preferred Rights;
 - b) At the Effective Time, and pursuant to the Amalgamation, holders of the Preferred Rights will receive an aggregate of 5,000,000 fully paid and non-assessable Quentin Preferred Shares, on a pro-rata basis;
 - c) Subject to clause (d) below, the Quentin Preferred Shares shall only convert into the Achievement Shares upon and subject to Identillect achieving gross revenues of CDN\$10,000,000 for the fiscal year ended December 31, 2016 (the “**Milestone**”), as determined in the audited financial statements of the Resulting Issuer. The Quentin Preferred Shares shall automatically cancel if the Milestone is not achieved;
 - d) In the event that the Milestone is achieved, the 5,000,000 Achievement Shares shall be issuable, on a pro-rata basis, to those persons that can demonstrate, to the satisfaction of the Resulting Issuer, the number of common shares of the Resulting Issuer that they continue to hold as at December 31, 2016 (to a maximum of the number of Resulting Issuer common shares that were issued pursuant to the Transaction). The conversion terms of the Quentin Preferred Shares shall adjust on that basis and any unconverted Quentin Preferred Shares shall be cancelled, for no additional consideration;
 - e) For illustrative purposes only, the table below summarizes the Achievement Shares to be distributed, assuming the Milestone is achieved:

Shareholder	# of Resulting Issuer common shares held at Closing	# of Resulting Issuer common shares held at December 31, 2016	# of Achievement common shares to be issued
A	10,000,000	6,000,000	2,727,273
B	5,000,000	5,000,000	2,272,727
C	1,000,000	Nil	Nil
	16,000,000	11,000,000	5,000,000

8. The Parties agree that the Quentin Options will be re-priced to CDN\$0.25 on completion of the Transaction.
9. Section 2.6(b) of the Amalgamation Agreement will be amended to change the registered records office of Amalco to 2200-885 West Georgia St., Vancouver, B.C. V6C 3E8.
10. Section 2.7(b)(iii) of the Amalgamation Agreement will be amended to state that the Chief Financial Officer will be determined, at a later date, at the sole discretion of Identillect.
11. Section 6.1 (a) of the Amalgamation Agreement will be amended to extend the deadline to November 30, 2015.
12. Section 9.2 (b) of the Amalgamation Agreement will be amended to read:

1021784 B.C. Ltd.
1620-609 Grandville St.
Vancouver, B.C. V7Y 1C3
Fax 1-866-824-8321

Attention: Doug McFaul
13. Section 9.2(c) will be amended to read:

Identillect Technologies Corp
120-30950 Rancho Viejo Rd.
San Juan Capistrano, C.A. 92675

Attention: Todd Sexton
14. 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.
15. The amendments contemplated by this First Amended Agreement (the “**Amended**

Agreement”) shall take effect immediately, upon execution of this Amended Agreement.

16. All capitalized terms not otherwise defined in this Amended Agreement shall have the meanings ascribed to them in the Amalgamation Agreement.
17. This 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.

[remainder of page deliberately left blank]

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the 25th day of August, 2015.

QUENTIN VENTURES LTD.

By its authorized signatory:

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

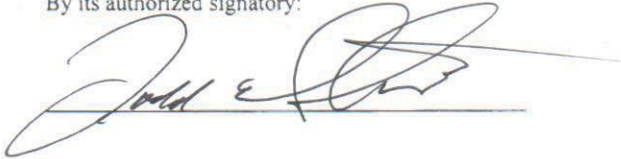
1021784 B.C. LTD.

By its authorized signatory:

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

IDENTILLECT TECHNOLOGIES CORP.

By its authorized signatory:

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