

AMENDMENT TO ARRANGEMENT AGREEMENT

THIS AMENDMENT TO ARRANGEMENT AGREEMENT (this "Amendment") is made and entered into effect as of May 6, 2025 (the "Effective Date"), by and between The INX Digital Company, Inc., a company organized under the laws of British Columbia, Canada (the "Corporation"), Republic Strategic Acquisition Co LLC, a Delaware corporation (the "Purchaser") and OpenDeal Inc. (dba Republic), a Delaware corporation ("Republic").

Each of the Corporation, the Purchaser and Republic shall sometimes be referred to as a "Party" and collectively, as the "Parties".

WHEREAS, on April 3, 2025, the Parties entered into an Arrangement Agreement (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement, as further set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties agree as follows:

1. The following definition shall be added to Section 1.1 of the Agreement:
*“**“Intermediary” means a broker, investment dealer, bank, trust company, custodian, nominee or other person who, in the ordinary course of the person’s business, maintains securities accounts for others.”***
2. Section 2.15(3)(a) of the Agreement shall be deleted in its entirety and replaced with the following:
“The CVR Agent shall keep a register (the “CVR Register”) for the purpose of registering Contingent Value Rights and transfers of Contingent Value Rights as permitted by the CVR Agreement, which Contingent Value Rights will always remain in uncertificated form and any entitlement to a payment pursuant to the Contingent Value Rights will only be evidenced by a position on the CVR Register. Upon receipt of a written order from the Purchaser immediately following the Effective Time, the CVR Agent shall include in the CVR Register positions for each CVR Holder indicated in the written order. The CVR Agent shall make payments pursuant to CVRs directly to each CVR Holder as reflected in the CVR Register.”
3. The following shall be added as Section 2.15(3)(c) of the Agreement, and the current Section 2.15(3)(c) shall be redesignated as Section 2.15(3)(d):
“If a CVR Holder is an Intermediary, such Intermediary and any beneficial holder of CVRs may make a written request to the CVR Agent to re-register the applicable CVRs in the name of the beneficial holder. The written request must be duly executed by the Intermediary and the beneficial holder, certify that such request for re-registration does not result in a change to the beneficial entitlement for payment pursuant to the applicable CVRs, and otherwise be made in accordance with the CVR Agreement.”
4. The reference in the 10th row of the last Paragraph of Section 8.2 of the Agreement to "a breach of paragraph 11 of Schedule D" shall be deleted and replaced by a reference to "a breach of paragraph 10 (No “Bad Actor” Disqualification; Involvement in Certain Legal Proceedings) of Schedule D" as further set forth below:
*“Despite any other provision in this Agreement relating to the payment of fees and expenses, including the payment of brokerage fees, if a Reverse Termination Fee Event occurs, the Guarantor will pay or cause to be paid (by instructing the Escrow Agent to release the Escrow Amount) to the Corporation by wire transfer in immediately available funds to an account designated by the Corporation, an amount equal to \$10,000,000 (the “Reverse Termination Fee”) within two Business Days following such Reverse Termination Fee Event. For greater certainty, in no event will the Guarantor or the Purchaser be obligated to pay the Reverse Termination Fee on more than one occasion. For the purposes of this Agreement, “Reverse Termination Fee Event” means the termination of this Agreement by the Corporation pursuant to Section 7.2(3)(a) [Purchaser Breach] due to a breach of paragraph ~~11~~ **10 (No “Bad Actor” Disqualification; Involvement in Certain Legal Proceedings)** of Schedule D or a failure to perform any covenant or agreement on the part of the Purchaser or the Guarantor under this Agreement other than a breach by the Purchaser or the Guarantor of their obligations under Section 2.4(4).”*
5. The reference in the first paragraph of Section 4.1 of the Plan of Arrangement to “5:00 p.m. (Toronto time)” shall be deleted and replaced by a reference to “4:00 p.m. (Pacific time)” as further set forth below:
*“Pursuant to the Interim Order, each registered Shareholder may exercise rights of dissent (“**Dissent Rights**”) under Section 238 of the BCBCA and in the manner set forth in Sections 237 to 247 of the BCBCA, all as modified by this Article 4 and as the same may be modified by the Interim Order or the*

Final Order in respect of the Arrangement, provided that the written objection to the Arrangement Resolution contemplated by Section 242 of the BCBCA must be sent to and received by the Corporation not later than ~~5:00 p.m. (Toronto time)~~ 4:00 p.m. (Pacific time) on the Business Day that is two Business Days before the Meeting. Shareholders who duly exercise such rights of dissent and who:

6. The last sentence of Section 4.1 of the Plan of Agreement shall be deleted in its entirety and replaced with the following:

“In addition to any other restrictions set forth in the BCBCA, none of the following shall be entitled to exercise Dissent Rights: (i) holders of Incentive Securities (in their capacity as holders of Incentive Securities) and Warrants (in their capacity as holders of Warrants), (ii) Shareholders who vote or have instructed a proxy holder to vote such Shares in favour of the Arrangement Resolution, (iii) Republic and (iv) other Shareholders who entered into Voting and Support Agreements or Rollover Agreements.”
7. Capitalized terms not otherwise defined herein shall bear the meanings ascribed to them in the Agreement.
8. Unless amended hereby, all provisions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF the Parties have executed this Amendment to the Arrangement Agreement on May 6, 2025.

THE INX DIGITAL COMPANY, INC.

By: (Signed) "*Shy Datika*"

Name: Shy Datika

Title: Chief Executive Officer

OPENDEAL INC. (DBA REPUBLIC)

By: (Signed) "*Kendrick Nguyen*"

Name: Kendrick Nguyen

Title: Co-Chief Executive Officer

REPUBLIC STRATEGIC ACQUISITION CO LLC

By: (Signed) "*Kendrick Nguyen*"

Name: Kendrick Nguyen

Title: As representative of OpenDeal Inc., sole member of Republic Strategic Acquisition Co LLC