

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made effective as of the 15th day of May, 2018.

AMONG:

CHROMEDX CORP., a corporation incorporated under the laws of Ontario and having an office 401 Bay Street, 16th Floor, Toronto, Ontario, M5H 2Y4

(the “**Issuer**”)

AND:

UX DATA SCIENCES CORP., a corporation incorporated under the laws of Ontario and having an office at 160 Elgin Street, Suite 2600, Ottawa, Ontario, K1P 1C3

(“**UXD**”)

AND:

THE HOLDERS OF UXD Shares, who have executed Schedule A and/or Schedule B to this Agreement and who are therefore made a party to this Agreement

(herein individually referred to as a “**UXD Shareholder**” and collectively as “**UXD Shareholders**”)

WHEREAS:

- A. The Issuer is a company the common shares of which are listed on the Canadian Securities Exchange (the “**Exchange**”);
- B. UXD is a corporation involved in developing user-experience-centric products and systems solutions for improving, tracking and monitoring patient compliance and medication adherence, the material assets are as more particularly set forth in Schedule C hereto (the “**Assets**”);
- C. The UXD Shareholders are the beneficial and legal owners of all of the issued and outstanding UXD Shares; and
- D. The Issuer wishes to purchase and acquire all of the issued and outstanding UXD Shares from the UXD Shareholders in exchange for the Issuer Consideration Shares, upon and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. INTERPRETATION

1.1 **Defined Terms** - The following terms have the following meanings in this Agreement, including the recitals and any schedules hereto, unless otherwise stated or unless there is something in the subject matter or context inconsistent therewith:

- (a) **"Agreement"** means this agreement and includes any agreement amending this agreement or any agreement or instrument which is supplemental or ancillary thereof, and the expressions "above", "below", "herein", "hereto", "hereof" and similar expressions refer to this agreement;
- (b) **"Applicable Law"** means, with respect to any Person, all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority, regulatory body or stock exchange;
- (c) **"Assets"** has the meaning given to that term in Recital B;
- (d) **"Business"** means the business presently carried on by the Issuer or UXD, as the case may be, as a going concern and the intangible goodwill associated therewith and any and all interests of whatsoever kind and nature related thereto;
- (e) **"Closing"** means the completion of the Transaction on the Closing Date pursuant to the terms and conditions contained in this Agreement;
- (f) **"Closing Date"** means May 23, 2018, or such other date upon which the Issuer and UXD mutually agree;
- (g) **"Documents"** means all contracts, agreements, documents, permits, licenses, certificates, plans, drawings, specifications, reports, compilations, analysis, studies, financial statements, budgets, market surveys, minute books, corporate records, corporate seals and any other documents or information of whatsoever nature relating to the Issuer or UXD, as the case may be, and any all rights in relation thereto;
- (h) **"Effective Date"** means the date of this Agreement;
- (i) **"Electing Shareholder"** has the meaning ascribed thereto in Section 2.7(a);
- (j) **"Encumbrance"** means, whether or not registered or registrable or recorded or recordable, and regardless of how created or arising:
 - (i) a mortgage, assignment of rent, lien, encumbrance, adverse claim, charge, restriction, title defect, security interest, hypothec or pledge, whether fixed or floating, against assets or property (whether real, personal, mixed, tangible or intangible), hire purchase agreement, conditional sales contract, title retention agreement, equipment trust or financing lease, and a subordination to any right or claim of others in respect thereof;
 - (ii) a claim, interest, or estate against or in assets or property (whether real, personal, mixed, tangible or intangible), including, without limitation, an easement, right-of-way, servitude or other similar right in property granted to or reserved or taken by any Person;

- (iii) an option or other right to acquire any interest in, any assets or property (whether real, personal, mixed, tangible or intangible);
 - (iv) a lien or charge for taxes, assessments, duties, fees, premiums, imposts, levies and other charges imposed by any lawful authority;
 - (v) any other encumbrance of whatsoever nature and kind against assets or property (whether real, personal, mixed, tangible or intangible); or
 - (vi) any agreement to create, or right capable of becoming, any of the foregoing;
- (k) **“Escrow Agreement”** has the meaning ascribed thereto in Section 2.4;
 - (l) **“Exchange”** means the Canadian Securities Exchange;
 - (m) **“Exemptions”** has the meaning ascribed thereto in Section 2.6(a);
 - (n) **“generally accepted accounting principles”** means the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which date such calculation is made or required to be made in accordance with generally accepted accounting principles applied on a basis consistent with preceding years;
 - (o) **“Governmental Authority”** means any government or governmental, administrative, regulatory or judicial body, department, commission, authority, tribunal, agency or entity;
 - (p) **“IFRS”** means generally accepted accounting principles set out in the CPA Canada Handbook for an entity that prepares its financial statements in accordance with International Financial Reporting Standards;
 - (q) **“Issuer”** means ChroMedX Corp.;
 - (r) **“Issuer Annual Statements”** means the audited consolidated financial statements of the Issuer for the year ended September 30, 2017, as filed on SEDAR with the applicable Canadian securities regulators;
 - (s) **“Issuer Consideration Shares”** means the 15,280,139 Issuer Shares to be issued by the Issuer to the UXD Shareholders in exchange for the UXD Shares at the Closing pursuant to the terms and conditions of this Agreement;
 - (t) **“Issuer Disclosure Record”** means the Issuer’s financial statements, management information circulars, material change reports, press releases and all documents filed publicly by the Issuer on SEDAR;
 - (u) **“Issuer Interim Statements”** means the unaudited consolidated financial statements of the Issuer for the period ended December 31, 2017, as filed on SEDAR with the applicable Canadian securities regulators;
 - (v) **“Issuer Material Contracts”** has the meaning ascribed thereto in Section 7.1(v);

- (w) **“Issuer Options”** means the outstanding incentive stock options of the Issuer, entitling the holders to purchase up to 15,792,000 Issuer Shares;
- (x) **“Issuer Shares”** means the common shares of the Issuer;
- (y) **“Issuer Warrants”** means the outstanding share purchase warrants of the Issuer entitling the holders to purchase up to 15,149,007 Issuer Shares;
- (z) **“Losses”** shall have the meaning ascribed thereto in Section 7.5;
- (aa) **“Material Adverse Change”** means any change (or any condition, event or development involving a prospective change) in the business, operations, results of operations, assets, capitalization, financial condition, licences, permits, concessions, rights, liabilities, prospects or privileges, whether contractual or otherwise, of the party referred to which is, or would reasonably be expected to be, materially adverse to the business of such party other than a change: (i) which has prior to the date hereof been publicly disclosed or otherwise disclosed in writing to the other party; or (ii) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada or elsewhere;
- (bb) **“Permits”** means all licenses, permits and similar rights and privileges that are required and necessary under applicable legislation, regulations, rules and orders for the Issuer or UXD, as the case may be, to own and operate their assets and Business or for the status and qualification of the Issuer or UXD, as the case may be, to own and operate their assets and to carry on their Business;
- (cc) **“Person”** means an individual, company, corporation, body corporate, partnership, joint venture, society, association, trust or unincorporated organization, or any trustee, executor, administrator, or other legal representative;
- (dd) **“Regulatory Filings”** means any required Exchange filings for the Transaction, including any filings under the Securities Acts in order to complete the Transaction as a non-reporting issuer exempt take-over bid;
- (ee) **“Resulting Issuer”** means the Issuer upon completion of the Transaction, which includes having UXD as a wholly-owned subsidiary thereof;
- (ff) **“Securities Acts”** means the *Securities Act* of British Columbia, Alberta and Ontario, as amended and restated from time to time;
- (gg) **“SEDAR”** means the System for Electronic Document Analysis and Retrieval developed by the Canadian Securities Administrators;
- (hh) **“Tax Act”** means the *Income Tax Act* (Canada), as amended and restated from time to time;
- (ii) **“Termination Date”** has the meaning ascribed thereto in Section 10.1;
- (jj) **“Time of Closing”** means 11:00 a.m. (Toronto, ON local time) on the Closing Date or such other time upon which the Issuer and UXD mutually agree; and

- (kk) **“Transaction”** means the acquisition of the UXD Shares by the Issuer in exchange for the Issuer Consideration Shares, upon and subject to the terms and conditions of this Agreement;
- (ll) **“UXD Financial Statements”** mean the unaudited financial statements of UXD for the period from May 1, 2016 to April 30, 2017, and include such more recent financial statements as may become available before the Time of Closing;
- (mm) **“UXD Material Contracts”** has the meaning ascribed thereto in Section 7.2(k);
- (nn) **“UXD Options”** means the stock options of UXD which will be exercised before Closing into UXD Shares or cancelled in accordance with their terms;
- (oo) **“UXD Shareholders”** means the Persons who will, at Closing, beneficially and legally own the UXD Shares as set forth and described in Schedule A and Schedule B to this Agreement; and
- (pp) **“UXD Shares”** means 9,337,219 issued and outstanding common shares in the capital of UXD, being all of the issued and outstanding common shares in the capital of UXD as at the Time of Closing.

1.2 **Schedules** – The following schedules attached hereto constitute a part of this Agreement:

Schedule A	UXD Shares (Issuer Consideration Shares) subject to 90 day restriction and signature page
Schedule B	UXD Shares (Issuer Consideration Shares) subject to 3 year release restriction and signature page
Schedule C	Assets
Schedule D	Voting Trust Agreement
Schedule E	Escrow Agreement

1.3 **Schedule References** – Wherever any provision of any schedule to this Agreement conflicts with any provision in the body of this Agreement, the provisions of the body of this Agreement shall prevail. References herein to a schedule shall mean a reference to a schedule to this Agreement. References in any schedule to this Agreement shall mean a reference to this Agreement. References to any schedule to another schedule shall mean a reference to a schedule to this Agreement.

1.4 **Headings** - The headings in this Agreement are for reference only and do not constitute terms of this Agreement.

1.5 **Interpretation** - Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate as the context may require. As used in this Agreement, “or” is not exclusive and “including” is not limiting, whether or not non-limiting language (such as “without limitation”) is used with reference to it.

1.6 **Currency** – Unless otherwise stated, all references to money in this Agreement shall be deemed to be references to the currency of Canada.

1.7 Knowledge – Where a representation or warranty is made in this Agreement on the basis of the knowledge or the awareness of the party, such knowledge or awareness consists only of the actual knowledge or awareness, as of the date of this Agreement, of that party, if an individual or of the directors and senior executive officers of that party if it is a corporation or a similar entity, but does not include the knowledge or awareness of any other individual or any constructive, implied or imputed third party knowledge.

2. PURCHASE AND SALE

2.1 Agreement – Upon and subject to the terms and conditions of this Agreement, each UXD Shareholder hereby agrees, to the extent applicable to it, to sell, transfer and convey to the Issuer, and the Issuer agrees to purchase, all and no less than all of the UXD Shares owned by such UXD Shareholder as set forth and described in Schedule A and Schedule B, at the Time of Closing for a deemed consideration of \$0.58 per UXD Share, to be satisfied by the issuance of the Issuer Consideration Shares, each at a deemed price of \$0.36, on the basis of 1.622 Issuer Consideration Share for each one UXD Share held.

2.2 Issuer Consideration Shares – The Issuer Consideration Shares shall be issued in exchange for the UXD Shares as set forth and described in Schedule A and Schedule B.

2.3 Purchase of Entire Interest – It is the understanding of the parties hereto that this Agreement provides for the purchase of all of the UXD Shares that are owned or held by the UXD Shareholders at the Time of Closing, whether same are owned as at the date hereof or to be acquired after the date hereof and prior to the Time of Closing, and the UXD Shareholders therefore covenant and agree with the Issuer that, if prior to the Time of Closing, they acquire any further shares or securities of UXD or rights to acquire any shares or securities of UXD, in addition to those set forth in this Agreement, then such shares or securities of UXD shall be subject to the terms of this Agreement, and shares or securities of UXD shall be delivered or such rights shall be transferred to the Issuer at the Time of Closing, without the payment of any additional or further consideration.

2.4 Restriction on Resale and Voting – Each UXD Shareholder acknowledges and agrees to accept his/her/its Issuer Consideration Shares with such resale restrictions as more particularly set out in Schedule A and Schedule B, which terms are incorporated into and form part of this Agreement. The restricted resale will be governed by an escrow agreement, attached hereto as Schedule E, entered into among the Issuer, each of the UXD Shareholders in respect of their Issuer Consideration Shares and the Issuer's transfer agent, AST Trust Company (the "**Escrow Agreement**"). Each UXD Shareholder who is subject to the restrictions in Schedule A and B in respect of his/her/its Issuer Consideration Shares, agrees to grant to the Issuer voting rights over such Issuer Consideration Shares released at the 90 day, 6, 12, 18, 24 and 30 month period and until immediately prior to the final release at the 36 month period and agrees that his/her/its agreement to the terms and conditions of this Agreement, includes the voting rights (in favour of management of the Issuer) as set out in Schedule D. Such voting rights will continue to apply to all Issuer Consideration Shares for the duration that such shares remain under restriction.

2.5 Delivery of Shares – Subject to the fulfilment of all of the terms and conditions hereof (unless waived as herein provided), at the Time of Closing, the UXD Shareholders shall be deemed to have delivered to the Issuer certificates or equivalents representing the UXD Shares and the UXD Shareholders acknowledge that, without further action required, such UXD Shares shall be cancelled upon completion of the Transaction, in accordance with Article 11 hereof.

2.6 Acknowledgements – Each UXD Shareholder acknowledges and agrees with the Issuer as follows:

- (a) the transfer of the UXD Shares to the Issuer, and the issuance of the Issuer Consideration Shares to the UXD Shareholders will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and prospectus (or equivalent) requirements of applicable securities laws;
- (b) as a consequence of acquiring the Issuer Consideration Shares pursuant to the Exemptions:
 - (i) the Issuer is relying on an exemption from the requirements to provide the UXD Shareholders with a prospectus and to, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by the Securities Acts, including statutory rights of rescission or damages, will not be available to the UXD Shareholders;
 - (ii) the UXD Shareholders may not receive information that might otherwise be required to be provided to the UXD Shareholders, and the Issuer is relieved from certain obligations that would otherwise apply under the Securities Acts if the Exemptions were not being relied upon by the Issuer;
 - (iii) there is no government or other insurance covering the Issuer Consideration Shares;
 - (iv) there are risks associated with the acquisition of the Issuer Consideration Shares; and
 - (v) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Issuer Consideration Shares;
- (c) the UXD Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Law of that jurisdiction which applies to the sale of the UXD Shares and the issuance of the Issuer Consideration Shares and which may impose restrictions on the resale of such Issuer Consideration Shares and it is the responsibility of each UXD Shareholder to become aware of what those resale restrictions are, and to comply with them before selling any of the Issuer Consideration Shares; and
- (d) the Issuer Consideration Shares may be subject to certain resale restrictions under Applicable Law, and the UXD Shareholders agree to comply with such restrictions and the UXD Shareholders also acknowledge that the certificates for the Issuer Consideration Shares may bear an applicable legend or legends respecting restrictions on transfers as required under Applicable Law and as required by Section 2.4 of this Agreement (or legend notation on each applicable Issuer Consideration Shares issued electronically in a direct registration system), and that each UXD Shareholder has been advised to consult its own legal advisor with respect to applicable resale restrictions and that each is solely responsible for complying with such restrictions.

2.7 Tax Election

- (a) The Issuer will jointly elect with any UXD Shareholder holding UXD Shares, if such UXD Shareholder is eligible to make such an election, and request the Issuer to make such an election, in accordance with the provisions of this Section

2.7 (the “**Electing Shareholder**”), to have the provisions of subsection 85(1) of the Tax Act apply to the transfer of the UXD Shares by the Electing Shareholder to the Issuer in consideration for the issuance of the respective Issuer Consideration Shares contemplated by this Agreement. In order to make an election under subsection 85(1) of the Tax Act, the Electing Shareholder must provide to the Issuer, at the address set out in this Agreement within 90 days following the Closing Date, two signed copies of Canada Revenue Agency Form T2057 duly completed with the details of the respective number of UXD Shares transferred by the Electing Shareholder and the applicable elected amount(s) for the purposes of the election. The elected amount specified in the election form must be an amount that is not less than the cost amount to the Electing Shareholder at the Closing Date of the UXD Shares transferred by the Electing Shareholder, and not greater than the fair market value at the Closing Date of the UXD Shares transferred by the Electing Shareholder.

- (b) The Electing Shareholder shall send the completed and signed election forms to the Issuer and notify the Issuer whether it wishes to file the election form or whether it appoints the Issuer to file the election form on its behalf. Subject to Section 2.7(c), upon receipt of the signed election forms from an Electing Shareholder, the Issuer shall:
- (i) if the Electing Shareholder has notified the Issuer that it wishes to file the election form, sign the election form and shall deliver one copy back to the Electing Shareholder by mail within 10 days, upon receipt of which the Electing Shareholder shall file the completed and signed election form within the time period designated for doing so pursuant to the Tax Act and thereafter promptly deliver a copy of the filed election form to the Issuer; or
 - (ii) if the Electing Shareholder has notified the Issuer that it appoints the Issuer to file the election form on its behalf, sign the election form and file the completed and signed election form within the time period designated for doing so pursuant to the Tax Act.
- (c) If the Issuer receives an election form that the Issuer determines is not completed, is incorrectly completed, or if the UXD Shareholders are not eligible to make an election under subsection 85(1) of the Tax Act, the Issuer will not sign the election form and shall deliver the unsigned form back to the UXD Shareholder by mail within 10 days with an explanation. If applicable, the UXD Shareholder will have the option of resubmitting the corrected election form for signature and delivery by the Issuer based on the terms above. Despite the Issuer’s right to refuse to sign an election form in the foregoing circumstances, it shall be the sole responsibility of the UXD Shareholder to determine such UXD Shareholder’s eligibility to make the election under subsection 85(1) of the Tax Act, to complete the election form other than the signature of the Issuer, and, if the Electing Shareholder has notified the Issuer that it wishes to file the election form, to file the completed and signed election form within the time period designated for doing so pursuant to the Tax Act, and the Issuer shall not be responsible for determining eligibility of the UXD Shareholders to make the election, for the preparation of any election form, for verifying the accuracy of the information contained in any election form, or for filing any election form other than in circumstances where the Electing Shareholder has notified the Issuer that it appoints the Issuer to file the election form on its behalf. If an Electing Shareholder who has completed and filed an election under subsection 85(1) of

the Tax Act subsequently wishes to amend the election, the Issuer covenants and agrees to complete an amended election form for that purpose based on the terms above.

3. CHANGE IN DIRECTORS AND OFFICERS OF UXD

3.1 **Resignations** – At the Time of Closing and subject to delivery of mutual releases acceptable to the Issuer, UXD and the individuals as hereinafter described, UXD shall deliver the resignations of the following directors and/or officers of UXD who are not continuing as directors and/or officers of UXD following the Time of Closing, namely Mikhail Atlas, German Kavoun and Naum Bepaly. Effective as of the Closing, the directors and officers of UXD will consist of:

Lahav Gil	President, Chief Executive Officer and Director
Rajakuhendran Kailasanathan	Chief Financial Officer and Director

or such other persons as the Issuer and UXD may mutually agree.

4. COVENANTS AND AGREEMENTS

4.1 **Given by UXD** – UXD covenants and agrees with the Issuer that it will:

- (a) permit representatives of the Issuer, at their own cost, reasonable access during normal business hours to UXD's documents including, without limitation, all of the assets, contracts, financial records and minute books of UXD, so as to permit the Issuer to make such investigation of UXD as the Issuer deems reasonably necessary;
- (b) assist in the completion of any steps required in any other jurisdictions where UXD holds assets, which the Issuer may deem reasonably necessary to complete the Transaction;
- (c) provide to the Issuer all such further documents, instruments and materials and do all such acts and things as may be reasonably required by the Issuer to complete the Regulatory Filings, including, without limiting the foregoing, all relevant information concerning it and its business, assets, operations and financial statements;
- (d) from and including the Effective Date through to and including the Time of Closing, preserve and protect the goodwill, assets and undertaking of UXD, carry on the Business of UXD in the ordinary course in a reasonable and prudent manner consistent with past practice;
- (e) use its commercially reasonable efforts to obtain all required third party consents, Permits, approvals, authorizations, filings, assignments or waivers and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations hereunder and to carry out the transactions contemplated by this Agreement, including obtaining any shareholder approvals, consents or agreements as may be required under applicable corporate laws, securities laws, the rules and policies of the Exchange

and the constating documents of UXD to be able to fulfill its obligations hereunder and in connection with the delivery of all of the UXD Securities on Closing;

- (f) co-operate with the Issuer, in the Issuer's efforts and at the Issuer's expense, to complete the Regulatory Filings with respect to the Transaction;
- (g) comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out Section 6.1 and 6.2 so as to close the Transaction and all related transactions by the Closing Date;
- (h) from and including the Effective Date through to and including the Time of Closing, except as set out in this Agreement, not enter into any agreement or understanding with any other party to issue any securities of UXD without the prior written consent of the Issuer, such consent not to be unreasonably withheld, other than the issuance of UXD Shares on due exercise of UXD Options;
- (i) from and including the Effective Date through to and including the Time of Closing, not directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into negotiations with, any Person (other than the Issuer), with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of UXD;
- (j) make other necessary filings and applications under applicable, foreign, federal and provincial laws and regulations required on the part of it in connection with the transactions contemplated herein;
- (k) use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of it contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (l) notify the Issuer immediately upon becoming aware that any of the representations or warranties of it contained herein are no longer true and correct in any material respect; and
- (m) from and including the Effective Date through to and including the Time of Closing, ensure that it complies in all material respects with the foregoing covenants of this Agreement.

4.2 Given by the Issuer - the Issuer covenants and agrees with UXD and the UXD Shareholders that the Issuer will:

- (a) permit representatives of UXD and the UXD Shareholders reasonable access during normal business hours to the Issuer's documents including, without limitation, all of the assets, contracts, financial records and minute books of the Issuer, so as to permit such investigation of the Issuer as UXD and the UXD Shareholders deem reasonably necessary;
- (b) take all corporate action necessary to approve and to permit the issuance of the Issuer Consideration Shares on Closing;

- (c) from and including the Effective Date through to and including the Time of Closing, preserve and protect the goodwill, assets and undertaking of the Issuer, carry on the Business of the Issuer in the ordinary course in a reasonable and prudent manner consistent with past practice;
- (d) use its commercially reasonable efforts to complete, in a timely manner, the Regulatory Filings for the transactions contemplated hereunder;
- (e) from and including the Effective Date through to and including the Time of Closing, not directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into negotiations with, any Person (other than UXD and the UXD Shareholders), with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of it;
- (f) comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out in Sections 6.1 and 6.3 and to close the Transaction and related transactions by the Closing Date;
- (g) use its commercially reasonable efforts to conduct its affairs so that the representations and warranties of the Issuer contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (h) from and including the Effective Date through to and including the Time of Closing, to use its best efforts to ensure that the Issuer Shares remain listed on the Exchange and that it remains in good standing under Applicable Law;
- (i) use its commercially reasonable efforts to obtain all consents, approvals, Permits, authorizations or filings as may be required under applicable corporate laws, securities laws, the rules and policies of the Exchange and the constating documents of the Issuer for the performance by the Issuer of its obligations under this Agreement prior to the Closing;
- (j) notify UXD immediately upon becoming aware that any of the representations or warranties of it contained herein are no longer true and correct in any material respect; and
- (k) from and including the Effective Date through to and including the Time of Closing, ensure that the Issuer complies in all material respects with the foregoing covenants of this Agreement.

5. TRANSACTION EXPENSES

Each of the parties to this Agreement will bear all costs and expenses incurred by such party in negotiating and preparing this Agreement and in Closing and carrying out the transactions contemplated by this Agreement. All costs and expenses related to satisfying any condition or fulfilling any covenant contain in this Agreement will be borne by the party whose responsibility it is to satisfy the outstanding condition or fulfill the covenant in question.

6. CONDITIONS PRECEDENT

6.1 In Favour of all Parties - The obligations of all parties under this Agreement are subject to the fulfillment of the following conditions prior to the Time of Closing or such other time as herein provided:

- (a) approval of the directors of the Issuer of the Transaction;
- (b) approval of the directors of UXD of the Transaction;
- (c) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Transaction;
- (d) there being no prohibition at law against closing of the Transaction;
- (e) all consents, orders and approvals required for the completion of the Transaction and transactions ancillary thereto shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to all of the parties hereto, acting reasonably; and
- (f) this Agreement shall have not been terminated in accordance with Article 10 of this Agreement.

The conditions precedent set forth above are for the benefit of all parties and may only be waived in writing by the Issuer and UXD for itself, and on behalf of the UXD Shareholders, in whole or in part on or before the Time of Closing.

6.2 In Favour of the Issuer – the Issuer’s obligations under this Agreement are subject to the fulfillment of the following conditions prior to Time of Closing or such other time as herein provided:

- (a) the UXD Shareholders and UXD shall have materially complied with all of their respective covenants and agreements contained in this Agreement;
- (b) the representations and warranties of the UXD Shareholders and UXD contained in this Agreement shall be true and correct in all material respects as if such representations and warranties had been made by each of the UXD Shareholders and UXD as of the Time of Closing;
- (c) the Issuer will have determined in its sole judgment, acting reasonably, that no Material Adverse Change in the condition of UXD, during the time between the Effective Date and the Time of Closing, has occurred;
- (d) UXD will have minimum cash on hand of \$500,000 as of the Time of Closing;
- (e) there being no legal proceeding or regulatory actions or proceedings against UXD at the Time of Closing which may, if determined against the interest of UXD, cause a Material Adverse Change to UXD; and
- (f) all corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto and other documents in connection with the purchase and sale hereunder (including documents to be delivered pursuant to Section 8.2) will be completed and

satisfactory in form and substance to the Issuer and the Issuer's counsel, each acting reasonably, and the Issuer will have received all executed counterpart original and certified or other copies of such documents as such counsel may reasonably request.

The conditions precedent set forth above are for the exclusive benefit of the Issuer and may be waived by it in whole or in part on or before the Time of Closing.

6.3 In Favour of UXD and the UXD Shareholders – The respective obligations of UXD and the UXD Shareholders under this Agreement are subject to the fulfilment of the following conditions:

- (a) the Issuer shall have materially complied with all of its covenants and agreements hereunder to be performed and complied with on or before the Time of Closing;
- (b) the representations and warranties of the Issuer contained in this Agreement shall be true and correct in all material respects as if such representations and warranties had been made by the Issuer as of the Time of Closing;
- (c) all documents and steps necessary, in the view of UXD and counsel to UXD, acting reasonably, to complete the issuance of the Issuer Consideration Shares to the UXD Shareholders in accordance with this Agreement and the Transaction shall have been delivered and completed at Closing;
- (d) UXD will have determined in its sole judgment, acting reasonably, that no Material Adverse Change in the condition of the Issuer during the time between the Effective Date and the Time of Closing has occurred;
- (e) the completion of the Transaction is in compliance in all material respects with all laws, policies, rules and regulations applicable thereto; and
- (f) all corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto and other documents in connection with the purchase and sale hereunder (including documents to be delivered pursuant to Section 8.3), will be completed and satisfactory in form and substance to UXD and UXD's counsel, each acting reasonably, and they will have received all executed counterpart original and certified or other copies of such documents as such counsel may reasonably request.

The conditions precedent set forth above are for the exclusive benefit of the UXD and the UXD Shareholders and may be waived by UXD for itself, and on behalf of the UXD Shareholders, in whole or in part on or before the Time of Closing.

7. REPRESENTATIONS AND WARRANTIES

7.1 Concerning the Issuer - In order to induce UXD and the UXD Shareholders to enter into this Agreement and complete their respective obligations hereunder, the Issuer represents and warrants to UXD and the UXD Shareholders that:

- (a) the Issuer is a valid and subsisting corporation incorporated under the laws of Ontario;

- (b) the Issuer is a “reporting issuer” in British Columbia, Alberta and Ontario, as that term is defined in the Securities Acts, is not in material default of any requirement of the Securities Acts or any material Applicable Law and is not noted as being a “defaulting reporting issuer” (or any analogous terms) in any such jurisdiction;
- (c) the Issuer will have, at the Time of Closing, full corporate power and authority to carry on its Business as now carried on by it, to enter into this Agreement and complete the Transaction and related transactions and to carry out its obligations hereunder and this Agreement, Transaction will have been, prior to the Time of Closing, authorized by all necessary shareholder (if necessary) and corporate action on the part of the Issuer. This Agreement has been duly executed and delivered by the Issuer and constitutes a legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered;
- (d) as of the date hereof, the authorized capital of the Issuer consists of an unlimited number of common shares, of which 85,657,223 Issuer Shares are issued and outstanding as fully paid and non-assessable. No Person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of the Issuer or any other security convertible into or exchangeable for any such shares, or to require the Issuer to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital, other than pursuant to the Issuer Warrants and Issuer Options;
- (e) as of the date hereof, there are (i) 15,149,007 Issuer Warrants outstanding, each entitling the holder thereof to purchase one Issuer Share, and (ii) 15,792,000 Issuer Options outstanding, each entitling the holder thereof to purchase one Issuer Share;
- (f) all securities of the Issuer have been issued in compliance with all Applicable Laws, including the Securities Acts. There are no securities of the Issuer outstanding, other than the Issuer Shares and Issuer Warrants, which have the right to vote generally, or are convertible into or exchangeable for securities having the right to vote generally (as applicable), with the holders of Issuer Shares on any matter. There are no outstanding contractual or other obligations of the Issuer to repurchase, redeem or otherwise acquire any of the Issuer’s securities. There are no outstanding bonds, debentures or other evidences of indebtedness of the Issuer having the right to vote with the holders of the outstanding Issuer Shares on any matters;
- (g) the Issuer Disclosure Record and all financial, marketing, sales and operational information provided to UXD and the UXD Shareholders do not contain any misrepresentations (as such term is defined in the Securities Acts) and do not omit to state a material fact (as such term is defined in the Securities Acts) which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;
- (h) all financial statements filed in the Issuer Disclosure Record, including the Issuer Annual Statements and Issuer Interim Statements, have been prepared in

accordance IFRS and/or generally accepted accounting principles, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Issuer, as of the date thereof, and there has been no Material Adverse Change in the financial position of the Issuer since the date of the Issuer Annual Statements and the business of the Issuer has been carried on in the usual and ordinary course consistent with past practice since the date thereof;

- (i) the Issuer has complied fully in all material respects with the requirements of all Applicable Law and administrative policies and directions, including, without limitation, the Securities Acts, in relation to the issue of its securities;
- (j) the Issuer is not a party to any actions, suits or proceedings which could materially affect its Business or financial condition, and to the best of the Issuer's knowledge, no such actions, suits or proceedings are contemplated or, have been threatened;
- (k) there are no judgments against the Issuer which are unsatisfied, nor are there any consent decrees or injunctions to which the Issuer is subject;
- (l) the Issuer has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, or any amounts due and payable to any Governmental Authority, to the extent that any of the foregoing is due and payable;
- (m) there are no liens for taxes on the assets of the Issuer, except for taxes not yet due, and there are no audits of any of the tax returns of the Issuer, and there are no claims which have been or may be asserted relating to any such tax returns;
- (n) other than as disclosed to UXD in writing, the Issuer does not have any loans or other indebtedness outstanding other than trade payables incurred in the ordinary course of business set out in the Issuer Interim Statements;
- (o) there are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim, or the period for the collection or assessment or reassessment of taxes due from the Issuer for any taxable period and no request for any such waiver or extension is currently pending;
- (p) the Issuer does not have any material outstanding indebtedness or liabilities and is not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person that are material to the Issuer, other than those specifically identified in the Issuer Interim Statements or incurred in the ordinary course of business since the date of the Issuer Interim Statements;
- (q) the Issuer has filed all documents that are required to be filed under the continuous disclosure provisions of the Securities Acts, including annual and interim financial information, press releases disclosing material changes and material change reports;
- (r) the execution and delivery of this Agreement by the Issuer and the performance of its obligations under this Agreement will not:

- (i) conflict with, or result in the breach or the acceleration of any indebtedness under, or constitute default under the constating documents of the Issuer, or any indenture, mortgage, agreement, lease, licence, contract, permit or other instrument of any kind whatsoever to which the Issuer is a party or by which it is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which the Issuer is bound;
 - (ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever by the Issuer; or
 - (iii) violate the constating documents of the Issuer, or any resolutions of the directors or shareholders of the Issuer;
- (s) the financial books, records and accounts of the Issuer have in all material respects, been maintained in accordance with Applicable Law, in accordance with applicable accounting standards and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of the Issuer and accurately and fairly reflect the basis for all financial statements filed in the Issuer Disclosure Record, including the Issuer Annual Statements and Issuer Interim Statements;
- (t) all of the material transactions of the Issuer have been recorded or filed in, or with, the books or records of the Issuer and the minute books of the Issuer contain all records of the material meetings and proceedings of shareholders and directors of the Issuer actually held since its incorporation, as well as the current constating documents of the Issuer, and no modifications or alterations to such constating documents have been proposed or approved by its shareholders or directors;
- (u) except as disclosed in the Issuer Disclosure Record, there are no material claims, actions, suits, grievances, complaints or proceedings pending or, to the knowledge of the Issuer, threatened affecting the Issuer or affecting its property or assets at law or in equity before or by any Governmental Authority. Neither the Issuer nor its assets or properties is subject to any outstanding material judgment, order, writ, injunction or decree;
- (v) the Issuer has made available to UXD for inspection true and complete copies of all material contracts to which the Issuer is a party and that are currently in force (the "**Issuer Material Contracts**"). The Issuer Material Contracts are in full force and effect, and the Issuer is entitled to all rights and benefits thereunder in accordance with the terms thereof. All the Issuer Material Contracts are valid and binding obligations, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. The Issuer has complied in all material respects with all terms of the Issuer Material Contracts, has paid all amounts due thereunder if, as and when due, has not waived any rights thereunder and no material default or breach exists in respect thereof on the part of the Issuer or, to the knowledge of the Issuer, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, could constitute such a default or breach or trigger a right of termination of any of the Issuer Material Contracts;

- (w) to the knowledge of the Issuer, the Issuer has in all material respects complied with and is not in violation of any Applicable Laws;
- (x) upon their issuance, the Issuer Consideration Shares will be validly issued and outstanding as fully paid and non-assessable securities of the Issuer registered in accordance with the instructions provided by each UXD Shareholder on its respective execution page hereof, free and clear of all liens, charges, escrow conditions or Encumbrances of any kind whatsoever other than those imposed by applicable securities laws under the Securities Acts or the Exchange, or as otherwise contemplated in this Agreement; and
- (y) since December 31, 2017, there has not been any Material Adverse Change of any kind whatsoever to the financial position or condition of the Issuer or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the Business, assets or listing of the Issuer or the right or capacity of the Issuer to carry on its Business.

7.2 Concerning UXD - In order to induce the Issuer to enter into this Agreement and complete its obligations hereunder UXD represents and warrants to the Issuer that:

- (a) UXD is a valid and subsisting corporation incorporated under the laws of Canada;
- (b) UXD is duly registered and licenced to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;
- (c) UXD has full corporate power and authority to carry on its Business as now carried on by it, to enter into this Agreement and will have at the Time of Closing, full power and authority to complete the Transaction and related transactions and to carry out its obligations hereunder. This Agreement has been, and the Transaction will be at the Time of Closing, duly authorized by all necessary shareholder and corporate action on the part of UXD, and this Agreement constitutes a valid and binding obligation of UXD in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction;
- (d) UXD is in material compliance with all Applicable Laws in the jurisdictions in which it carries on business and which may materially affect UXD, has not received a notice of non-compliance, nor does UXD know of any facts that could give rise to a notice of such non-compliance with any such laws, regulations and statutes, and UXD is not aware of any pending change or contemplated change to any Applicable Law or governmental position that would materially affect the Business of UXD or the Business or legal environment under which UXD operates;
- (e) as of the date hereof, the authorized capital of UXD consists of an unlimited number of common shares, of which 9,337,219 UXD Shares, registered in the names of the UXD Shareholders, are issued and outstanding as fully paid and non-assessable, and, to the knowledge of UXD, such shares are free and clear of all trading restrictions (except pursuant to Applicable Laws, or as provided for

herein and in the articles or notice of articles of UXD), liens, charges or Encumbrances of any kind whatsoever. No Person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of UXD or any other security convertible into or exchangeable for any such shares, or to require UXD to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital other than pursuant to the UXD Options;

- (f) as of the Effective Date, there are 664,338 UXD Options outstanding, each entitling the holder thereof to purchase one UXD Share as follows:

Holder	Number of Options	Exercise Price	Expiry Date
[name redacted]	279,338	\$0.05	N/A
[name redacted]	200,000	\$0.15	January 1, 2021
[name redacted]	100,000	\$0.15	January 1, 2021
[name redacted]	10,000	\$0.05	August 1, 2019
[name redacted]	25,000	\$0.15	January 1, 2021
[name redacted]	40,000	\$0.10	N/A
[name redacted]	10,000	\$0.15	January 1, 2021

all of which will be exercised or cancelled before the Closing Date;

- (g) all securities of UXD have been issued in compliance with all Applicable Laws, including the Securities Acts. There are no securities of UXD outstanding, other than the UXD Shares and UXD Options, which have the right to vote generally, or are convertible into or exchangeable for securities having the right to vote generally, with the holders of UXD Shares on any matter. There are no outstanding contractual or other obligations of UXD to repurchase, redeem or otherwise acquire any of UXD's securities. There are no outstanding bonds, debentures or other evidences of indebtedness of UXD having the right to vote with the holders of the outstanding UXD Shares on any matters;
- (h) all financial, marketing, sales and operational information provided to the Issuer does not contain any misrepresentations (as such term is defined in the Securities Acts) and do not omit to state a material fact (as such term is defined in the Securities Acts) which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;
- (i) all financial statements of UXD, including the UXD Financial Statements, have been prepared in accordance with IFRS and/or generally accepted accounting principles, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of UXD, as of the date thereof, and there has been no Material Adverse Change in the financial position of UXD since the date of the UXD Financial Statements and the business of UXD has been carried on in the usual and ordinary course consistent with past practice since the date thereof;

- (j) UXD has complied fully in all material respects with the requirements of all Applicable Laws and administrative policies and directions, including, without limitation, the Securities Acts, in relation to the issue of its securities;
- (k) UXD has made available to the Issuer for inspection true and complete copies of all material contracts to which UXD is a party and that are currently in force (the "**UXD Material Contracts**"). The UXD Material Contracts are in full force and effect, and UXD is entitled to all rights and benefits thereunder in accordance with the terms thereof. All the UXD Material Contracts are valid and binding obligations, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. UXD has complied in all material respects with all terms of the UXD Material Contracts, has paid all amounts due thereunder if, as and when due, has not waived any rights thereunder and no material default or breach exists in respect thereof on the part of UXD or, to the knowledge of UXD, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, could constitute such a default or breach or trigger a right of termination of any of the UXD Material Contracts;
- (l) except as disclosed to the Issuer in writing, there are no material claims, actions, suits, grievances, complaints or proceedings pending or, to the knowledge of UXD, threatened affecting UXD or affecting its property or assets at law or in equity before or by any Governmental Authority. Neither UXD nor its assets or properties is subject to any outstanding material judgment, order, writ, injunction or decree;
- (m) UXD has disclosed to the Issuer in writing all intellectual property registrations and applications with any Governmental Authority along with sufficient details in respect of such registrations and applications. All necessary legal steps have been taken by UXD to preserve its rights to such intellectual property. The intellectual property that is owned by UXD is owned free and clear of any Encumbrances, and no Person other than UXD has the right to use that intellectual property. The use by UXD of any intellectual property owned by third parties is valid, and UXD is not in default or breach of any licence agreement relating to that intellectual property, and there exists no state of facts which, after notice or lapse of time or both, would constitute a default or breach. The conduct by UXD of its Business does not infringe the intellectual property of any Person;
- (n) UXD has obtained and is in compliance with all Permits required by Applicable Laws necessary to conduct its Business as now being conducted. To the knowledge of UXD, there are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain or be in compliance with the Permits as are necessary to conduct its Business;
- (o) UXD is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of UXD's knowledge no such actions, suits or proceedings are contemplated or have been threatened;
- (p) there are no judgments against UXD which are unsatisfied, nor are there any consent decrees or injunctions to which UXD is subject;

- (q) the UXD Shares are validly issued and outstanding as fully paid and non-assessable securities of UXD, free and clear of all liens, charges or Encumbrances of any kind whatsoever, other than restrictions on transfer imposed under UXD's constating documents;
- (r) UXD is not subject to any regulatory decision or order prohibiting or restricting transfer of its securities;
- (s) to the best of UXD's knowledge, there are no material liabilities of UXD, whether direct, indirect, absolute, contingent or otherwise, except as disclosed in the UXD Financial Statements, and disclosed in UXD's business records provided to the Issuer and related to the ordinary course of business;
- (t) UXD has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, or any amounts due and payable to any Governmental Authority, to the extent that any of the foregoing is due and payable;
- (u) there are no liens for taxes on the assets of UXD, except for taxes not yet due, and there are no audits of any of the tax returns of UXD, and there are no claims which have been or may be asserted relating to any such tax returns;
- (v) other than accrued legal/accounting fees incurred in the ordinary course of business, UXD does not have any loans or other indebtedness outstanding;
- (w) there are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim, or the period for the collection or assessment or reassessment of taxes due from UXD for any taxable period and no request for any such waiver or extension is currently pending;
- (x) to the best of UXD's knowledge, UXD is not aware of any material contingent tax liabilities of UXD of any kind whatsoever or any grounds which would prompt a reassessment of UXD;
- (y) UXD is not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person that are material to UXD, other than those specifically disclosed to the Issuer in writing prior to the date hereof, or incurred in the ordinary course of business;
- (z) the financial books, records and accounts of UXD have in all material respects, been maintained in accordance with Applicable Law, in accordance with applicable accounting standards and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of UXD and accurately and fairly reflect the basis for all financial statements of UXD, including the UXD Financial Statements;
- (aa) the execution and delivery of this Agreement and the performance of UXD's obligations under this Agreement will not:
 - (i) conflict with, or result in the breach or the acceleration of, any indebtedness under, or constitute default under, the charter or constating documents of UXD, or any indenture, mortgage, agreement, lease,

licence or other instrument of any kind whatsoever to which UXD is a party, or by which each one of them is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which each one of them is bound; or

- (ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever by UXD; or
 - (iii) violate the constating documents of UXD, or any resolutions of the directors or shareholders of UXD;
- (bb) UXD has no subsidiaries;
- (cc) to the knowledge of UXD, UXD has in all material respects complied with and is not in violation of any Applicable Laws;
- (dd) the UXD Shares are, and at Closing the UXD Shares shall be, validly issued, fully paid and non-assessable, and, to the knowledge of UXD, such UXD Shares are, and at Closing shall be, be free and clear of all trading restrictions (except pursuant to Applicable Laws, or as provided for herein and in the articles or notice of articles of UXD), liens, charges or Encumbrances of any kind whatsoever;
- (ee) the UXD Shares and the UXD Options are the only issued and outstanding “securities” of UXD (as that term is defined in the *Securities Act* (Ontario));
- (ff) all of the material transactions of UXD have been recorded or filed in, or with, the books or records of UXD and the minute books of UXD contain all records of the material meetings and proceedings of shareholders and directors of UXD actually held since its incorporation, as well as the current constating documents of UXD, and no modifications or alterations to such constating documents have been proposed or approved by its shareholders or directors; and
- (gg) since the date of the UXD Financial Statements there has not been any Material Adverse Change of any kind whatsoever to the financial position or condition of UXD or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets of UXD or the right or capacity of UXD to carry on its business.

7.3 Concerning the UXD Shareholders - In order to induce the Issuer to enter into this Agreement and complete its obligations hereunder, each of the UXD Shareholders severally represents and warrants to the Issuer solely with respect to itself that:

- (a) if a corporation, it is a valid and subsisting corporation duly incorporated under the laws of the jurisdiction in which it is incorporated or formed;
- (b) it will be, at the Time of Closing, the legal and beneficial owner of the UXD Shares registered in its name as set out in Schedule A and/or Schedule B, free and clear of all Encumbrances and has no right, title or interest in or to any additional shares or other securities of UXD;
- (c) at the Time of Closing the UXD Shareholder will have complete and unrestricted right, power and authority to transfer legal and beneficial title in and to its UXD

Shares to the Issuer, free and clear of all liens, claims, charges and Encumbrances whatsoever;

- (d) the UXD Shareholder has not granted to anyone any option or right to acquire any of its UXD Shares;
- (e) the entering into and performance of this Agreement and the transactions contemplated herein by it will not violate:
 - (i) if a corporation, its constating documents or bylaws;
 - (ii) will not result in the creation or imposition of any Encumbrance or restriction of any nature whatsoever in favour of a third party upon or against the UXD Shares owned by it; or
 - (iii) any statute, regulation, by law, order, judgment, or decree by which it is bound, except for such violations which would not have a Material Adverse Change on the UXD Shareholder;
- (f) if a corporation, the UXD Shareholder has taken all necessary corporate action to permit and authorize the sale of its UXD Shares to the Issuer;
- (g) it acknowledges and agrees to be bound by any restrictions on the resale of the Issuer Consideration Shares issued to it at the Closing that may be imposed by Applicable Law and/or the Exchange or under this Agreement as contemplated by Section 2.4 of this Agreement; and
- (h) the UXD Shareholder has been advised to obtain independent legal and tax advice prior to entering into this Agreement.

7.4 Survival – The representations and warranties made by the parties under this Article 7 are true and correct as of the date hereof and shall be true and correct at the Time of Closing as though they were made at that time, and should such not be the case, the parties to whom the representations and warranties were made shall be entitled, for a period of one year following the Closing, to seek remedy against that party for any such misrepresentation or breach of warranty. After the expiration of such period, as applicable, no party shall have any further liability with respect to any breach of any representation or warranty contained herein, except for those alleged breaches for which notice has been given prior to the end of such period, as applicable.

7.5 Indemnity - The Issuer agrees to indemnify and save harmless UXD, and UXD similarly agrees to indemnify and save harmless the Issuer, from and against all losses, claims, actions, causes of action and liabilities, including legal fees and disbursements, of any and all nature whatsoever (“**Losses**”), which the other may suffer, sustain or incur or which may be brought, made or asserted against the other as the result of any inaccuracy in any representation and warranty made in this Agreement by the indemnifying party, or which may be suffered or incurred as a result of, in respect of or arising out of any non-fulfillment of any covenant or agreement on the part of such indemnifying party, subject to the following limitations:

- (a) there shall be no obligation to indemnify in respect of a claim not made in writing within either:
 - (i) the applicable survival period, if any, specified in Section 7.4; or

- (ii) the period of 180 days from the date upon which the party claiming the indemnity first learned of the facts giving rise to the claim;
- (b) UXD shall not be considered to be in breach of any representation or warranty concerning the assets or liabilities of UXD by reason of an inaccuracy in aggregate assets or aggregate liabilities which occurs in good faith and does not exceed \$20,000; and
- (c) the Issuer shall not be considered to be in breach of any representation and warranty concerning the assets or liabilities of the Issuer by reason of an inaccuracy in aggregate assets or aggregate liabilities, which occurs in good faith and does not exceed \$20,000.

7.6 Limitations on Representations and Warranties – The parties shall not be deemed to have made any representation or warranty other than as expressly made in Sections 7.1 to 7.3 hereof. Notwithstanding anything to the contrary contained herein, no party hereto shall be liable for any Losses resulting from or relating to any inaccuracy in or breach of any representation or warranty in this Agreement if the party seeking indemnification for such Losses had actual or constructive knowledge of such breach or inaccuracy before Closing.

8. CLOSING

8.1 Closing Date - The Closing shall take place at the Time of Closing at the offices of Miller Thomson LLP, 400-725 Granville Street, Vancouver, British Columbia, or at such other time, date or place upon which UXD and the Issuer may mutually agree.

8.2 Deliveries by UXD and the UXD Shareholders - At the Time of Closing, upon the fulfillment or waiver of all of the conditions set out in Article 6, UXD and the UXD Shareholders shall deliver to the Issuer the following documents:

- (a) a certified true copy of the register of shareholders of UXD, showing the Issuer as the sole shareholder of UXD;
- (b) a UXD Share certificate, registered in the name of the Issuer, representing 100% of the UXD Shares issued and outstanding;
- (c) a certified true copy of the resolutions of the directors evidencing that the board of directors of UXD, have approved this Agreement and all of the transactions of UXD contemplated hereunder;
- (d) resignations of the directors and officers of UXD identified in Section 3.1 and a release of all claims against UXD up to the Time of Closing by each such director and officer in form satisfactory to the Issuer, acting reasonably;
- (e) such other materials that are, in the opinion of the Issuer acting reasonably, required to be delivered by the UXD Shareholders and by UXD in order for them to meet their obligations under this Agreement; and
- (f) evidence satisfactory to the Issuer and its legal counsel, acting reasonably, of the completion of all corporate proceedings of UXD and all other matters which, in the reasonable opinion of counsel for the Issuer, are necessary in connection with the transactions contemplated by this Agreement.

8.3 Deliveries by the Issuer - At the Time of Closing on the Closing Date, upon the fulfilment or waiver of all of the conditions set out in Article 6, the Issuer shall deliver to UXD, on its own behalf and on behalf of the UXD Shareholders:

- (a) evidence that the Issuer Consideration Shares have been duly registered in accordance with the instructions provided by each UXD Shareholder on their respective execution page hereof (but remain subject to the Escrow Agreement as agreed upon under this Agreement);
- (b) a copy of the Escrow Agreement;
- (c) such other materials that are, in the opinion of UXD acting reasonably, required to be delivered by the Issuer in order for the UXD Shareholders and/or UXD to meet their obligations under this Agreement; and
- (d) evidence satisfactory to the UXD Shareholders, UXD and its legal counsel, acting reasonably, of the completion of all corporate proceedings of the Issuer and all other matters which, in the reasonable opinion of counsel for the UXD Shareholders and UXD, are necessary in connection with the transactions contemplated by this Agreement.

9. ORDINARY COURSE

Until the Time of Closing, neither UXD nor the Issuer shall, without the prior written consent of the other or as expressly contemplated herein, enter into any contract in respect of its business or assets, other than in the ordinary course of business, and each of UXD and the Issuer shall continue to carry on its Business and maintain its assets in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Closing, the Transaction, and, without limitation, but subject to the above exceptions, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage in any extraordinary material transactions and shall make no distributions, dividends or special bonuses, shall not repay any shareholders' loans, or enter into or renegotiate any employment or consulting agreement with any senior officer, in each case without the prior written consent of the other.

10. TERMINATION

10.1 If any of the conditions contained in Article 6 hereof shall not be fulfilled or performed by the Closing Date (the "**Termination Date**"), or such other later date mutually agreed upon by the Issuer and UXD and such condition is contained in:

- (a) Section 6.1 hereof, either of the Issuer or UXD (on its own behalf and on behalf of the UXD Shareholders) may terminate this Agreement by written notice to the Issuer or UXD (on its own behalf and on behalf of the UXD Shareholders), as applicable;
- (b) Section 6.2 hereof, the Issuer may terminate this Agreement by written notice to UXD (on its own behalf and on behalf of the UXD Shareholders); or
- (c) Section 6.3 hereof, UXD (on its own behalf and on behalf of the UXD Shareholders) may terminate this Agreement by written notice to the Issuer.

If this Agreement is terminated as aforesaid, the party terminating this Agreement shall be released from all obligations under this Agreement, all rights of specific performance against such party shall terminate and, unless such party can show that the condition or conditions the

non-performance of which has caused such party to terminate this Agreement were reasonably capable of being performed by the other party, then the other party shall also be released from all obligations hereunder, and provided that any of such conditions may be waived in full or in part by either of the parties without prejudice to its rights of termination in the event of the non-fulfillment or non-performance of any other condition.

10.2 If any of the parties hereto shall determine at any time prior to the Closing Date that it intends to refuse to consummate the Transaction or any of the other transactions contemplated hereby because of any unfulfilled or unperformed condition contained in this Agreement on the part of the other of them to be fulfilled or performed, the party shall so notify the other of them forthwith upon making such determination in order that such other of them shall have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within a reasonable period of time, but in no event later than the Termination Date.

11. ACKNOWLEDGEMENT OF UXD SHAREHOLDERS

11.1 The UXD Shareholders each acknowledge and agree that upon completion of the exchange of the UXD Shares, any and all rights they may have in or to any securities of UXD shall automatically (without any further action) be absolutely terminated and cancelled and no UXD Shareholder shall be entitled to any consideration in respect of same other than as explicitly set forth herein. Further, pursuant to Article 14, each of the UXD Shareholders hereby nominates, constitutes and appoints any of Mikhail Atlas and German Kavoun as his/her/its true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, and in his/her/its name, place and stead, to execute any and all documents, instruments and agreements necessary to effect the foregoing and to do and perform each and every act and thing requisite and necessary to be done, as fully and to all intents and purposes as each of the undersigned UXD Shareholders might or could do in person, in order to effect the foregoing.

12. STANDSTILL AGREEMENT

12.1 From the date of the acceptance of this Agreement until the earlier of: (i) completion of the transactions contemplated herein, (ii) the earlier termination hereof, or (iii) 90 days from the signing of this agreement, UXD and the Issuer will not, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to its securities or assets, business, operations, affairs or financial condition to any Persons in connection with the acquisition or distribution of any securities of UXD or the Issuer, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets of UXD or the Issuer, unless such action, matter or transaction is (i) part of the transactions contemplated in this Agreement, (ii) satisfactory to, and is approved in writing in advance by UXD or the Issuer, as applicable, (iii) is necessary to carry on the normal course of business or (iv) required as a result of the fiduciary duties of the directors and officers of the relevant company.

13. PUBLIC DISCLOSURE

13.1 **Restrictions on Disclosure** - No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by the Issuer or UXD without the prior written agreement of the other as to timing, content and method, provided that the obligations herein will not prevent the Issuer or UXD from making, after consultation with the other, such disclosure as its counsel advises is required by Applicable Law, including the rules and policies of the Exchange or as is required to carry out the transactions contemplated in this Agreement or the obligations of the Issuer or UXD.

13.2 Confidentiality - Except with the prior written consent of the other, each of the Issuer or UXD and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the Issuer or UXD, as applicable concerning any of the Issuer, UXD and the UXD Shareholders in strictest confidence and shall not be disclosed or used by the recipients thereof, except such information and documents available to the public or as are required to be disclosed by Applicable Law, including the rules and policies of the Exchange. All such information in written or electronic form and documents will be promptly returned to the party originally delivering them in the event that the transactions provided for in this Agreement are not completed.

13.3 Personal Information - Each of the UXD Shareholders consents to the disclosure of his or her personal information in connection with the transactions contemplated by this Agreement, including without limitation the Transaction, and acknowledges and consents to the fact that UXD and the Issuer are collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the UXD Shareholder for the purposes of completing this Agreement and the transactions contemplated hereby. Each UXD Shareholder acknowledges and consents to UXD and the Issuer retaining such personal information for as long as permitted or required by law or business practices. Each UXD Shareholder further acknowledges and consents to the fact that UXD and the Issuer may be required by applicable securities legislation or the rules and policies of the Exchange to provide regulatory authorities with any personal information provided by the UXD Shareholders in this Agreement and each UXD Shareholder further consents to the public disclosure of such information by electronic filing or by any other means.

14. POWER OF ATTORNEY

Each of the UXD Shareholders hereby nominates, constitutes and appoints any of Mikhail Atlas or German Kavoun as such UXD Shareholder's true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, and in such shareholder's name, place and stead, to execute any and all documents, instruments and agreements relating to the Transaction, including all documents, instruments and agreements that may be required to effect the exchange of the UXD Shares, and the subsequent cancellation and termination of the UXD Shares as contemplated hereby, with full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully and to all intents and purposes as each of the undersigned UXD Shareholders might or could do in person, and each of the undersigned UXD Shareholders hereby ratifies and agrees to ratify and confirm all that the said attorney-in-fact and agent, or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

15. GENERAL

15.1 Time - Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the parties of this paragraph or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

15.2 Entire Agreement - This Agreement constitutes the entire Agreement between the parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein. In particular, upon the execution and delivery of this Agreement, the

Letter of Intent dated May 8, 2018 made between the Issuer and UXD is hereby terminated and of no further force and effect.

15.3 Independent Legal Advice. Each of the parties to this Agreement acknowledges and agrees that Miller Thomson LLP (“**MT**”) has acted as legal counsel to the Issuer only, and Gowling WLG (Canada) LLP (“**Gowling**”) has acted as legal counsel to UXD only, and not to any other party to this Agreement, and that neither Gowling nor MT has been engaged to protect the rights and interests of any of the UXD Shareholders. Each of the UXD Shareholders acknowledges and agrees that UXD, the Issuer, the other UXD Shareholders, Gowling and MT have given them adequate opportunity to seek, and have recommended that they seek and obtain, independent legal and taxation advice with respect to the subject matter of this Agreement and for the purpose of ensuring their rights and interests are protected. Each of the UXD Shareholders represents and warrants to the Issuer, UXD, Gowling and MT that he/she/it has sought independent legal and taxation advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such independent legal and taxation advice.

15.4 Further Assurances - The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a party to this Agreement subsequent to the Closing, shall survive the Closing.

15.5 Amendments - No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in a form executed by UXD, the Issuer and not less than 66 2/3% of the UXD Shareholders; provided that if any such alteration, amendment, modification, or interpretation materially adversely affects a particular UXD Shareholder or group of UXD Shareholders more so than the other UXD Shareholders, the written consent of such materially adversely affected UXD Shareholder(s) shall also be required. Notwithstanding the foregoing, the provisions hereof may be altered, amended or modified on written consent of the Issuer and UXD only, provided such alteration, amendment or modification is made for any one or more or all of the following purposes:

- (a) adding to the provisions hereof such additional covenants, enforcement provisions, and release provisions (if any) as in the opinion of counsel acceptable to the Issuer and UXD are necessary or advisable, provided the same are not, in the opinion of counsel to the Issuer and UXD, prejudicial to the interests of the UXD Shareholders;
- (b) adding to the covenants of the Issuer or UXD in this Agreement for the protection of the UXD Shareholders;
- (c) providing for the issuance of an alternative number of the Issuer Consideration Shares hereunder and any consequential amendments hereto as may be required by the Issuer and UXD relying on the advice of counsel, provided the same are not, in the opinion of counsel to the Issuer and UXD, materially prejudicial to the interests of the UXD Shareholders;
- (d) making such provisions not inconsistent with this Agreement as may be deemed necessary or desirable with respect to matters or questions arising hereunder, provided the same are not, in the opinion of counsel to the Issuer and UXD, prejudicial to the interests of the UXD Shareholders;

- (e) to rectify any ambiguity, defective provision, clerical omission or mistake or manifest or other error contained herein or in any deed or agreement supplemental or ancillary hereto provided that, in the opinion of the counsel to the Issuer and UXD, the rights of the UXD Shareholders are not prejudiced thereby;
- (f) adding to or altering the provisions hereof in respect of the transfer of securities and making provision for the exchange of securities of different denominations which do not affect the substance thereof; or
- (g) for any other purpose not inconsistent with the provisions of this Agreement, provided that, in the opinion of counsel to the Issuer and UXD, the rights of the UXD Shareholders are in no way prejudiced thereby.

15.6 Notices - Any notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or mail to the Issuer or UXD (on its own behalf and on behalf of the UXD Shareholders) at their following respective addresses:

To the Issuer:

ChroMedX Corp.
401 Bay Street, 16th Floor,
Toronto, Ontario, M5H 2Y4

Attention: Gerard Edwards
Email: gedwards@chromedx.com

With a copy to:

Miller Thomson LLP
400 – 725 Granville Street
Vancouver, British Columbia V7Y 1G5

Attention: Peter McArthur
Email: pmcarthur@millerthomson.com

To UXD or the UXD Shareholders:

160 Elgin Street, Suite 2600
Ottawa, Ontario, K1P 1C3

Attention: Mikhail Atlas
Email: atmike2@yahoo.com

With a copy to:

Gowling WLG (Canada) LLP
160 Elgin Street, Suite 2600
Ottawa, Ontario, K1P 1C3

Attention: Garrett Hamel
Email: garrett.hamel@gowlingwlg.com

or to such other addresses as may be given in writing by the Issuer or UXD, in the manner provided for in this paragraph, and the party sending such notice should request acknowledgment of delivery and the party receiving such notice should provide such acknowledgment. Notwithstanding whether or not a request for acknowledgment has been made or replied to, whether or not delivery has occurred will be a question of fact. If a party can prove that delivery was made as provided for above, then it will constitute delivery for the purposes of this Agreement whether or not the receiving party acknowledged receipt.

15.7 Assignment - This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.

15.8 Governing Law - This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties hereby irrevocably and unconditionally attorn to the jurisdiction of the courts of Ontario.

15.9 Counterparts - This Agreement may be signed by fax, e-mail (scan) or other means of electronic transmission and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

15.10 Severability - If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

15.11 Number and Gender - Unless the context of this Agreement otherwise requires, to the extent necessary so that each clause will be given the most reasonable interpretation, the singular number will include the plural and vice versa, the verb will be construed as agreeing with the word so substituted, words importing the masculine gender will include the feminine and neuter genders, words importing persons will include firms and corporations and words importing firms and corporations will include individuals.

15.12 Enurement – This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

CHROMEDX CORP.

Per: "Gerard Edwards"
Gerard Edwards
Executive Chairman

UX DATA SCIENCES CORP.

Per: "*German Kavoun*" _____
German Kavoun
Director

Each UXD Shareholder has signed on Schedule A and/or Schedule B, as the case may be.

**SCHEDULE A - UXD SHAREHOLDERS WITH 90 DAY RESTRICTION ON TRANSFER OF
ISSUER CONSIDERATION SHARES**

In accordance with section 12.2(5) of NI 51-102, confidential information regarding the UXD shareholders (names and addresses) has been redacted.

**SCHEDULE B - UXD SHAREHOLDERS WITH 3 YEAR RELEASE OF ISSUER
CONSIDERATION SHARES**

In accordance with section 12.2(5) of NI 51-102, confidential information regarding the UXD shareholders (names and addresses) has been redacted.

SCHEDULE C

ASSETS

In accordance with section 12.2(5) of NI 51-102, confidential information related to intellectual property has been redacted.

SCHEDULE D – VOTING TRUST AGREEMENT

All capitalized terms that are not defined in this Schedule have the meanings ascribed to them in the share exchange agreement among ChroMedX Corp., UX Data Sciences Corp. and the holders of UXD common shares (the “**SEA**”) to which this Schedule is a part of.

WHEREAS:

- A. ChroMedX Corp. (the “**Beneficiary**”), has entered into the SEA with UX Data Sciences Corp. and the UXD Shareholders whereby the UXD Shareholders will receive Issuer Consideration Shares which are subject to certain trading restrictions;
- B. The UXD Shareholders, in respect of the Issuer Consideration Shares listed opposite their names in Schedule A of the SEA (“**Schedule A Voting Shares**”) and the UXD Shareholders in respect of the Issuer Consideration Shares listed opposite their names in Schedule B of the SEA (the “**Schedule B Voting Shares**”, together with Schedule A Voting Shares, the “**Voting Shares**”) are subject to the escrow and release terms set out in Schedules A and B of the SEA, as applicable, and will also be subject to an escrow agreement dated May 23, 2018 among the Beneficiary, the UXD Shareholders and AST Trust Company (the “**Escrow Agreement**”); and
- C. The UXD Shareholders have agreed that the Beneficiary shall have the right to exercise any and all voting rights in respect of the Voting Shares which remain in escrow pursuant to the terms of the SEA and the Escrow Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Beneficiary and the UXD Shareholders, the parties hereto agree as follows:

1. Each UXD Shareholder hereby represents and warrants, each to the other and to the Beneficiary, as follows:
 - (a) that he/she/it is the legal and beneficial owner of the Voting Shares set forth opposite such UXD Shareholder’s name in Schedule A or Schedule B of the SEA, as applicable;
 - (b) that the Voting Shares are free and clear of all claims or encumbrances other than certain escrow restrictions set forth in the Escrow Agreement; and
 - (c) that each is free to deal with their respective Voting Shares in accordance with the provisions of this Agreement.
2. From and after the Closing Date, the Beneficiary will have the sole and absolute right, in its sole discretion and without interference or direction by the UXD Shareholders or any of them, to exercise any and all voting rights in respect of the Voting Shares held under the Escrow Agreement and not yet released, including without limitation in respect of resolutions in writing and/or resolutions brought before meetings of the shareholders of the Beneficiary (the “**Voting Rights**”).

3. Notwithstanding that the Voting Shares will be held by and in the names of the UXD Shareholders, the powers granted by the UXD Shareholders as set forth herein shall remain in full force and effect and the UXD Shareholders will at all times on request by the Beneficiary execute and deliver proxies and/or other documents and assurances as may be required by the Beneficiary to exercise the Voting Rights or any of them.

4. In the alternative but without restricting the provisions of Section 3, if so requested by the Beneficiary, the UXD Shareholders and each of them shall at all times vote the Voting Shares in accordance with written instructions given by the Beneficiary to the UXD Shareholders.

5. The Beneficiary shall not incur any liability or responsibility hereunder by reason of any action taken by the Beneficiary with respect to the Voting Rights regardless of whether the Beneficiary may have any direct or indirect interest in the outcome of any matter upon which a vote is exercised.

6. For good and valuable consideration, the UXD Shareholders and each of them irrevocably nominate, constitute and appoint under seal the Beneficiary, with full power of substitution, as their agent and true and lawful attorney to act on each UXD Shareholders' behalf and with full power and authority in the UXD Shareholders' name, place and stead to execute any and all documents which may be required to permit the Beneficiary to exercise his rights as set forth herein, including without limitation, proxy forms for casting votes in respect of the Voting Shares.

7. In the event of any capital reorganization, or reclassification of the capital stock of the Beneficiary, or consolidation or merger or amalgamation of the Beneficiary, this Agreement shall apply to all shares received in substitution for or in addition to the Voting Shares and the Beneficiary shall have the Voting Rights with respect to them as set forth herein.

8. This Voting Trust Agreement will terminate:

8.1 for the Schedule A Voting Shares, on the day that is 90 days from the Closing Date; and

8.2 for the Schedule B Voting Shares, on each of the dates and at the percentages opposite such dates in the following table:

Termination Timing	Percentage of Voting Shares released from Voting Trust Agreement
90 days from Closing Date	5%
6 months from Closing Date	5%
12 months from Closing Date	10%
18 months from Closing Date	10%
24 months from Closing Date	15%
30 months from Closing Date	15%
36 months from Closing Date	40%

9. This Voting Trust Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties hereby irrevocably and unconditionally attorn to the jurisdiction of the courts of Ontario.

10. This Agreement enures to the benefit of and is binding upon the parties hereto and their respective successors and assigns. Prior to and as a condition of any assignment or transfer of the Voting Shares by the UXD Shareholders, or either of them, the transferee shall execute and deliver to the Beneficiary an agreement in favor of the Beneficiary pursuant to which the transferee assumes all the obligations of the transferring UXD Shareholder under this Voting Trust Agreement, such agreement to be satisfactory in form and content to the Beneficiary.

11. Each of the parties hereto agrees to execute such further and other deeds, documents and assurances and to do such further and other acts as may be necessary to carry out the true intent and meaning of this Agreement fully and effectually, and signature by the UXD Shareholder of the SEA, is evidence of such UXD Shareholder's agreement to the terms and conditions of this Agreement.

SCHEDULE E – ESCROW AGREEMENT

THIS AGREEMENT is made effective as of the 23rd day of May, 2018 or such other date as is the Closing Date of the SEA (as defined herein and as that term is defined in the SEA)

AMONG:

CHROMEDX CORP.
(the “**Issuer**”)

AND:

AST TRUST COMPANY (Canada)
(the “**Escrow Agent**”)

AND:

EACH OF THE UNDERSIGNED SECURITYHOLDERS OF THE ISSUER
(a “**Securityholder**”)

(collectively, the “**Parties**”)

This Agreement is being entered into by the Parties pursuant to section 2.4 of the share exchange agreement among the Issuer, UX Data Sciences Corp. and the Securityholders dated May 15, 2018 (the “**SEA**”) whereby the Securityholders are subject to certain trading restrictions in respect of common shares of the Issuer acquired under the terms of the SEA as set out in Schedules A and B of the SEA.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PART 1 ESCROW

1.1 Appointment of Escrow Agent

The Issuer and the Securityholders appoint the Escrow Agent to act as escrow agent under this Agreement. The Escrow Agent accepts the appointment.

1.2 Deposit of Escrow Securities in Escrow

Each Securityholder is depositing the securities (“**escrow securities**”) listed opposite their name in Schedule “A” or Schedule “B” of the SEA to which this Agreement forms a part of, with the Escrow Agent to be held in escrow under this Agreement. Each Securityholder will immediately deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of these securities which they have or which they may later receive. Each Securityholder understands that by entering into and agreeing to the terms and conditions of the SEA, the Securityholder is indicating their agreement to and with the Issuer and the Escrow Agent to be bound by the terms and conditions of this Agreement in respect of his/her/its escrow securities.

1.3 Each Securityholder will immediately deliver to the Escrow Agent any replacement share certificates issued to them.

2. DIRECTION TO ESCROW AGENT

The Issuer and the Securityholders direct the Escrow Agent to hold the escrow securities in escrow until they are released from escrow under this Agreement.

3. RELEASE OF ESCROW SECURITIES

3.1 Release Provisions

- (a) The 4,778,150 escrow securities set out at Schedule "A" of the SEA will be released 90 days after the date hereof;
- (b) The 10,501,989 escrow securities set out at Schedule "B" of the SEA will be released based on the following release schedule:

Release Timing	Percentage of total escrow securities to be released
90 days from the date hereof	5%
6 months from the date hereof	5%
12 months from the date hereof	10%
18 months from the date hereof	10%
24 months from the date hereof	15%
30 months from the date hereof	15%
36 months from the date hereof	40%

3.2 Delivery of Share Certificates for Escrow Securities

The Escrow Agent will send to each Securityholder any share certificates or other evidence of that Securityholder's escrow securities in the possession of the Escrow Agent released from escrow as soon as reasonably practicable after the release.

3.3 Replacement Certificates

If, on the date a Securityholder's escrow securities are to be released, the Escrow Agent holds a share certificate or other evidence representing more escrow securities than are to be released, the Escrow Agent will deliver the share certificate or other evidence to the Issuer or its transfer agent and request replacement share certificates or other evidence. The Issuer will cause replacement share certificates or other evidence to be prepared and delivered to the Escrow Agent. After the Escrow Agent receives the replacement share certificates or other evidence, the Escrow Agent will send to the Securityholder or at the Securityholder's direction, the replacement share certificate or other evidence of the escrow securities released. The Escrow Agent and Issuer will act as soon as reasonably practicable.

3.4 Release upon Death

- (c) If a Securityholder dies, the Securityholder's escrow securities will be released from escrow. The Escrow Agent will deliver any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent to the Securityholder's legal representative provided that:
- (d) the legal representative of the deceased Securityholder provides written notice to the Issuer of the intent to release the escrow securities as at a specified date

which is at least 10 business days and not more than 30 business days prior to the proposed release; and

- (e) the Issuer does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 1:00 PM (Toronto Time) on such specified date.

3.5 Prior to delivery the Escrow Agent must receive:

- (a) a certified copy of the death certificate; and
- (b) any evidence of the legal representative's status that the Escrow Agent may reasonably require.

4. DEALING WITH ESCROW SECURITIES

4.1 Restriction on Transfer

Unless it is expressly permitted in this Agreement, each Securityholder will not sell, transfer, assign, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with its escrow securities or any related share certificates or other evidence of the escrow securities. If a Securityholder is a private company controlled by one or more principals of the Issuer, the Securityholder may not participate in a transaction that results in a change of its control or a change in the economic exposure of the principals to the risks of holding escrow securities.

4.2 Pledge, Mortgage or Charge as Collateral for a Loan

Each Securityholder may pledge, mortgage or charge its escrow securities to a financial institution as collateral for a loan, provided that no escrow securities or any share certificates or other evidence of escrow securities will be transferred or delivered by the Escrow Agent to the financial institution for this purpose. The loan agreement must provide that the escrow securities will remain in escrow if the lender realizes on the escrow securities to satisfy the loan.

4.3 Voting of Escrow Securities

Although each Securityholder may generally exercise voting rights attached to its escrow securities, such voting rights are subject to the terms of the voting provisions contained in the SEA, to which each Securityholder has agreed.

4.4 Dividends on Escrow Securities

Each Securityholder may receive a dividend or other distribution on its escrow securities, and elect the manner of payment from the standard options offered by the Issuer. If the Escrow Agent receives a dividend or other distribution on its escrow securities, the Escrow Agent will pay the dividend or other distribution to such Securityholder on receipt.

5. PERMITTED TRANSFERS WITHIN ESCROW

5.1 Transfer upon Bankruptcy

- (a) Each Securityholder may transfer escrow securities within escrow to a trustee in bankruptcy or another person or company entitled to escrow securities on bankruptcy.
- (b) Prior to the transfer, the Escrow Agent must receive:

- (i) a certified copy of either
 - (A) the assignment in bankruptcy filed with the Superintendent of Bankruptcy, or
 - (B) the receiving order adjudging the Securityholder bankrupt;
- (ii) a certified copy of a certificate of appointment of the trustee in bankruptcy; and
- (iii) a transfer power of attorney, duly completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

5.2 Transfer Upon Realization of Pledged, Mortgaged or Charged Escrow Securities

- (a) Each Securityholder may transfer within escrow to a financial institution.
- (b) Prior to the transfer the Escrow Agent must receive:
 - (i) a statutory declaration of an officer of the financial institution that the financial institution is legally entitled to the escrow securities;
 - (ii) evidence that the Issuer has accepted the pledge, mortgage or charge of escrow securities to the financial institution; and
 - (iii) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

5.3 Transfer to Certain Plans and Funds

- (a) each Securityholder may transfer escrow securities within escrow to or between a registered retirement savings plan (RRSP), registered retirement income fund (RRIF) or other similar registered plan or fund with a trustee, where the beneficiaries of the plan or fund are limited to each Securityholder and its spouse, children and parents.
- (b) Prior to the transfer, the Escrow Agent must receive:
 - (i) evidence from the trustee of the transferee plan or fund, or the trustee's agent, stating that, to the best of the trustee's knowledge, the annuitant of the RRSP or RRIF or the beneficiaries of the other registered plan or fund do not include any person or company other than such Securityholder and its spouse, children and parents; and
 - (ii) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

5.4 Effect of Transfer Within Escrow

After the transfer of escrow securities within escrow, the escrow securities will remain in escrow and released from escrow under this Agreement as if no transfer has occurred, on the same terms that applied before the transfer. The Escrow Agent will not deliver any share certificates or other evidence of escrow securities to the transferees under this Part 5.

5.5 Discretionary Applications

The Issuer may consent to the transfer within escrow of escrow securities in other circumstances and on such terms and conditions as it deems appropriate.

6. BUSINESS COMBINATIONS

6.1 This Part applies to the following:

- (a) a formal take-over bid for all outstanding equity securities of the Issuer or which, if successful, would result in a change of control of the Issuer;
- (b) a formal issuer bid for all outstanding equity securities of the Issuer;
- (c) a statutory arrangement;
- (d) an amalgamation;
- (e) a merger; and
- (f) a reorganization that has an effect similar to an amalgamation or merger;

(each a, "**Business Combination**")

6.2 Delivery to Escrow Agent

Each Securityholder may tender its escrow securities to a person or company in a business combination. At least five business days prior to the date the escrow securities must be tendered under the Business Combination, each Securityholder must deliver to the Escrow Agent:

- (a) a written direction signed by such Securityholder that directs the Escrow Agent to deliver to the depository under the Business Combination any share certificates or other evidence of the escrow securities, and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the Issuer's depository, and any other documentation specified or provided by such Securityholder and required to be delivered to the depository under the Business Combination;
- (b) written consent of the Issuer; and
- (c) any other information concerning the Business Combination as the Escrow Agent may reasonably require.

6.3 Delivery to Depository

As soon as reasonably practicable, and in any event no later than three business days after the Escrow Agent receives the documents and information required under section 6.2, the Escrow Agent will deliver to the depository, in accordance with the direction, any share certificates or other evidence of the escrow securities and a letter addressed to the depository that

- (i) identifies the escrow securities that are being tendered;

- (ii) states that the escrow securities are held in escrow;
- (iii) states that the escrow securities are delivered only for the purposes of the Business Combination and that they will be released from escrow only after the Escrow Agent receives the information described in section 6.4;
- (iv) if any share certificates or other evidence of the escrow securities have been delivered to the depository, requires the depository to return to the Escrow Agent, as soon as practicable, the share certificates or other evidence of escrow securities that are not released from escrow into the Business Combination; and
- (v) where applicable, requires the depository to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, share certificates that such Securityholder acquires under the Business Combination.

6.4 Release of Escrow Securities to Depository

- (a) The Escrow Agent will release from escrow the tendered escrow securities provided that:
 - (i) the Securityholder or the Issuer notify the Escrow Agent of the intent to release the tendered securities on a date at least 10 business days and not more than 30 business days prior to the date of the proposed release date; and
 - (ii) the Issuer does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 1:00 PM. (Toronto time) on such specified date;
 - (iii) the Escrow Agent receives a declaration signed by the depository or, if the direction identifies the depository as acting on behalf of another person or company in respect of the business combination, by that other person or company, that
 - (iv) the terms and conditions of the business combination have been met or waived; and
 - (v) the escrow securities have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the business combination.

7. RESIGNATION OF ESCROW AGENT

- 7.1 If the Escrow Agent wishes to resign as escrow agent, the Escrow Agent will give written notice to the Issuer.
- 7.2 If the Issuer wishes to terminate the Escrow Agent as escrow agent, the Issuer will give written notice to the Escrow Agent.
- 7.3 If the Escrow Agent resigns or is terminated, the Issuer will be responsible for ensuring that the Escrow Agent is replaced not later than the resignation or termination date by another escrow agent that has accepted such appointment, which appointment will be binding on the Issuer and the Securityholders.

- 7.4 The resignation or termination of the Escrow Agent will be effective, and the Escrow Agent will cease to be bound by this Agreement, on the date that is 60 days after the date of receipt of the notices referred to above by the Escrow Agent or Issuer, as applicable, or on such other date as the Escrow Agent and the Issuer may agree upon (the “resignation or termination date”), provided that the resignation or termination date will not be less than 10 business days before a release date.
- 7.5 If the Issuer has not appointed a successor escrow agent within 60 days of the resignation or termination date, the Escrow Agent will apply, at the Issuer’s expense, to a court of competent jurisdiction for the appointment of a successor escrow agent, and the duties and responsibilities of the Escrow Agent will cease immediately upon such appointment.
- 7.6 On any new appointment under this section, the successor Escrow Agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor Escrow Agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor Escrow Agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as Escrow Agent.
- 7.7 If any changes are made to Part 8 of this Agreement as a result of the appointment of the successor Escrow Agent, those changes must not be inconsistent with the Policy and the terms of this Agreement and the Issuer to this Agreement will file a copy of the new Agreement with the securities regulators with jurisdiction over this Agreement and the escrow securities.

8. OTHER CONTRACTUAL ARRANGEMENTS

8.1 Escrow Agent Not a Trustee

The Escrow Agent accepts duties and responsibilities under this Agreement, and the escrow securities and any share certificates or other evidence of these securities, solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

8.2 Escrow Agent Not Responsible for Genuineness

The Escrow Agent will not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any escrow security deposited with it.

8.3 Escrow Agent Not Responsible for Furnished Information

The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of escrow securities within escrow under this Agreement.

8.4 Escrow Agent Not Responsible after Release

The Escrow Agent will have no responsibility for escrow securities that it has released to a Securityholder or at a Securityholder’s direction according to this Agreement.

8.5 Indemnification of Escrow Agent

The Issuer and each Securityholder hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, its affiliates, and its current and former directors, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, willful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the escrow securities, the resignation or termination of the Escrow Agent and the termination of this Agreement.

8.6 Additional Provisions

- (a) The Escrow Agent will be protected in acting and relying reasonably upon any notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as “**Documents**”) furnished to it and purportedly signed by any officer or person required to or entitled to execute and deliver to the Escrow Agent any such Document in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth or accuracy of any information therein contained, which it in good faith believes to be genuine.
- (b) The Escrow Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the other Parties, and, if the duties or indemnification of the Escrow Agent in this Agreement are affected, unless it has given its prior written consent.
- (c) The Escrow Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent will give written notice to the Issuer as soon as practicable that it has retained legal counsel or other advisors. The Issuer will pay or reimburse the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.
- (d) In the event of any disagreement arising under the terms of this Agreement, the Escrow Agent will be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by a written agreement among the Parties or by a court of competent jurisdiction.
- (e) The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under the Policy or arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party.
- (f) The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.
- (g) The Escrow Agent is authorized to cancel any share certificate delivered to it and hold such Securityholder’s escrow securities in electronic or uncertificated form only, pending release of such securities from escrow.

- (h) The Escrow Agent will have no responsibility with respect to any escrow securities in respect of which no share certificate or other evidence or electronic or uncertificated form of these securities has been delivered to it, or otherwise received by it.
- (i) Any entity resulting from the merger, amalgamation or continuation of AST Trust Company or succeeding to all or substantially all of its transfer agency business (by sale of such business or otherwise), shall thereupon automatically become the Escrow Agent hereunder without further act or formality. This Agreement shall endure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

8.7 Limitation of Liability of Escrow Agent

The Escrow Agent will not be liable to any of the Parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, willful misconduct or gross negligence. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding the foregoing or any other provision of this Agreement, in no event will the collective liability of the Escrow Agent under or in connection with this Agreement to any one or more Parties, except for losses directly caused by its bad faith or willful misconduct, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars (\$3,000.00), whichever amount shall be greater.

8.8 Remuneration of Escrow Agent

- (a) The Issuer will pay the Escrow Agent reasonable remuneration for its services under this Agreement, which fees are subject to revision from time to time on 30 days' written notice. The Issuer will reimburse the Escrow Agent for its expenses and disbursements. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand.
- (b) In the event the Issuer or the Securityholders fail to pay the Escrow Agent any amounts owing to the Escrow Agent hereunder, the Escrow Agent shall have the right not to act and will not be liable for refusing to act until it has been fully paid all amounts owing to it hereunder. Further, in the event the Issuer fails to pay the Escrow Agent its reasonable remuneration for its services hereunder, the Escrow Agent shall be entitled to charge the Securityholders for any further release of escrowed securities and shall have the right not to act until the Securityholders have paid such amounts to the Escrow Agent.
- (c) In the event the Issuer or the Securityholders have failed to pay the amounts owing the Escrow Agent hereunder, the Escrow Agent shall not be liable for any loss caused by a delay in the release of the escrowed securities.

9. NOTICES

9.1 Notice to Escrow Agent

Documents will be considered to have been delivered to the Escrow Agent on the next business day following the date of transmission, if delivered by fax, the date of delivery,

if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

Name: AST TRUST COMPANY (Canada)
Address: 1066 West Hastings Street, Suite 1600
Vancouver, BC V6E 3X1
Contact Person: Van Bot
Phone Number: 604-235-3703
Fax Number: 604-235-3705

9.2 Notice to Issuer

Documents will be considered to have been delivered to the Issuer on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

Name: CHROMEDX CORP.
Address: 401 Bay Street, 16th Floor,
Toronto, Ontario, M5H 2Y4
Contact Person: Gerard Edwards
Phone Number: (416) 646-0947
Fax Number: (647) 438-6246

9.3 Deliveries to Securityholders

- (a) Documents will be considered to have been delivered to a Securityholder on the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the address on the Issuer's share register.
- (b) Any share certificates or other evidence of a Securityholder's escrow securities will be sent to the Securityholder's address on the Issuer's share register unless the Securityholder has advised the Escrow Agent in writing otherwise at least ten business days before the escrow securities are released from escrow. The Issuer will provide the Escrow Agent with each securityholder's address as listed on the Issuer's share register.

9.4 Change of Address

- (a) The Escrow Agent may change its address for delivery by delivering notice of the change of address to the Issuer and to each Securityholder.
- (b) The Issuer may change its address for delivery by delivering notice of the change of address to the Escrow Agent and to each Securityholder.
- (c) A Securityholder may change that Securityholder's address for delivery by delivering notice of the change of address to the Issuer and to the Escrow Agent.

9.5 Postal Interruption

A party to this Agreement will not mail a Document if the party is aware of an actual or impending disruption of postal service.

10. GENERAL

10.1 Interpretation – holding securities

When this Agreement refers to securities that a Securityholder “holds”, it means that the Securityholder has direct or indirect beneficial ownership of or control or direction over the securities.

10.2 Enforcement by Third Parties

The Issuer enters this Agreement both on its own behalf and as trustee for the Issuer and the Securityholders of the Issuer, and this Agreement may be enforced by either the Issuer, or the Securityholders of the Issuer, or both.

10.3 Termination, Amendment, and Waiver of Agreement

- (a) This Agreement shall only terminate:
 - (i) with respect to all the Parties:
 - (A) as specifically provided in this Agreement;
 - (B) subject to section 10.3(b), upon the agreement of all Parties; or
 - (C) when the escrow securities of all Securityholders have been released from escrow pursuant to this Agreement; and
 - (ii) with respect to a Party:
 - (A) as specifically provided in this Agreement; or
 - (B) if the Party is a Securityholder, when all of the Securityholder’s escrow securities have been released from escrow pursuant to this Agreement.
- (b) An agreement to terminate this Agreement pursuant to section 10.3(a)(i)(B) shall not be effective unless and until the agreement to terminate
 - (i) is evidenced by a memorandum in writing signed by all Parties;
 - (ii) if the Issuer is listed on the Issuer, the termination of this Agreement has been consented to in writing by the Issuer; and
 - (iii) has been approved by a majority vote of securityholders of the Issuer excluding in each case, Securityholders.
- (c) No amendment or waiver of this Agreement or any part of this Agreement shall be effective unless the amendment or waiver:
 - (i) is evidenced by a memorandum in writing signed by all Parties;

- (ii) the amendment or waiver of this Agreement has been approved in writing by the Issuer; and
 - (iii) has been approved by a majority vote of securityholders of the Issuer excluding in each case, Securityholders.
- (d) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether similar or not), nor shall any waiver constitute a continuing waiver, unless expressly provided.

10.4 Severance of Illegal Provision

Any provision or part of a provision of this Agreement determined by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be deemed stricken to the extent necessary to eliminate any invalidity, illegality or unenforceability, and the rest of the Agreement and all other provisions and parts thereof shall remain in full force and effect and be binding upon the parties hereto as though the said illegal and/or unenforceable provision or part thereof had never been included in this Agreement.

10.5 Further Assurances

The Parties will execute and deliver any further documents and perform any further acts reasonably requested by any of the Parties to this Agreement which are necessary to carry out the intent of this Agreement fully and effectually, and signature by the Securityholder of the SEA is evidence of such Securityholder's agreement to the terms and conditions of this Agreement.

10.6 Time

Time is of the essence of this Agreement.

10.7 Consent of Issuer to Amendment

The Issuer must approve any amendment to this Agreement if the Issuer is listed on the Issuer at the time of the proposed amendment.

10.8 Additional Escrow Requirements

A Canadian exchange may impose escrow terms or conditions in addition to those set out in this Agreement.

10.9 Governing Laws

The laws of Ontario and the applicable laws of Canada will govern this Agreement, and the Parties hereby irrevocably and unconditionally attorn to the jurisdiction of the courts of Ontario.

10.10 Counterparts

The Parties may execute this Agreement by fax and in counterparts, each of which will be considered an original and all of which will be one agreement.

10.11 Number and gender

Unless the context of this Agreement otherwise requires, to the extent necessary so that each clause will be given the most reasonable interpretation, the singular number will include the plural and vice versa, the verb will be construed as agreeing with the word so substituted, words

importing the masculine gender will include the feminine and neuter genders, words importing persons will include firms and corporations and words importing firms and corporations will include individuals

10.12 Language

This Agreement has been drawn up in the English language at the request of all parties. Cet acte a été rédigé en anglais à la demande de toutes les parties.

10.13 Benefit and Binding Effect

This Agreement will enure to the benefit of and bind the Parties and their heirs, executors, administrators, successors and permitted assigns and all persons claiming through them as if they had been a Party to this Agreement.

10.14 Entire Agreement

This is the entire agreement among the Parties concerning the subject matter set out in this Agreement and supersedes any and all prior understandings and agreements.

10.15 Successor to Escrow Agent

Any corporation with which the Escrow Agent may be amalgamated, merged or consolidated, or any corporation succeeding to the business of the Escrow Agent will be the successor of the Escrow Agent under this Agreement without any further act on its part or on the part or any of the Parties, provided that the successor is recognized by the Issuer.

The Parties have executed and delivered this Agreement, with the intent that it be effective as of the date set out above.

AST TRUST COMPANY (Canada)

Authorized signatory

Authorized signatory

CHROMEDX CORP.

Gerard Edwards
Executive Chairman