

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is dated for reference as of the 2th day of April, 2015.

BETWEEN:

CHLORMET TECHNOLOGIES INC., a corporation incorporated under the laws of the Province of British Columbia and having an office at 459 – 409 Granville Street, Vancouver, BC, V6C 1T2

("Chlormet")

AND:

VAPETRONIX INC., a corporation incorporated under the laws of the Province of Ontario and having an office at Suite 128 - 7 Ingram Drive, Toronto ON M6M 2L7

("VapeTronix")

AND:

THE UNDERSIGNED SHAREHOLDERS OF VAPETRONIX

("Selling Shareholders")

WHEREAS:

- A. Chlormet has offered to purchase all of the issued and outstanding shares of VapeTronix (the "**Transaction**");
- B. The Selling Shareholders are the registered and beneficial owners of all of the issued and outstanding shares in the capital stock of VapeTronix;
- C. This Agreement and the Transaction contemplated herein are intended to provide the Selling Shareholders that are Canadian Residents the opportunity to dispose of their VapeTronix Shares (as defined below) in return for Common Shares in the capital stock of Chlormet (the "**Chlormet Shares**") on a tax-deferred basis for Canadian income tax purposes pursuant to the provisions of Section 85.1 of the Income Tax Act;
- D. The boards of directors of Chlormet and VapeTronix have approved and adopted this Agreement; and
- E. In order to record the terms and conditions of the agreement among them, the parties wish to enter into this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, covenants, terms, conditions, representations and warranties hereinafter set forth, the parties hereto agree each with the other as follows:

1. **Interpretation**

1.1 In this Agreement or in any amendments or Schedules hereto, the following terms will have the following meanings:

- (a) **"Affiliate"** of any person means any other person directly or indirectly controlling, controlled by, or under common control with, that person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to any person, means the possession by another person, directly or indirectly, of the power to direct or cause the direction of the management and policies of that first mentioned person, whether through the ownership of voting securities, by contract or otherwise.
- (b) **"Agreement"** means this Share Exchange Agreement and any amendment, supplement or addendum to the Agreement;
- (c) **"Applicable Securities Legislation"** means all applicable securities legislation in all jurisdictions relevant to the issuance of the Chlormet Shares;
- (d) **"B.C. Securities Act"** means the *Securities Act* (British Columbia) R.S.B.C. (1996), c. 418, as amended from time to time;
- (e) **"Budget"** means a detailed estimate of all costs to be incurred by VapeTronix and the timing to complete such work and a schedule of cash advances to be made by Chlormet;
- (f) **"Canadian Resident"** means a person that is a resident of Canada for the purposes of the *Income Tax Act*;
- (g) **"Chlormet Business"** means the business in which Chlormet is engaged as of the date of this Agreement.
- (h) **"Chlormet Shares"** means the common shares of Chlormet;
- (i) **"Closing Date"** means April 30, 2015 or such other date as may be mutually agreed upon by the parties to this Agreement.
- (j) **"Commissions"** means the British Columbia Securities Commission, the Alberta Securities Commission and the Ontario Securities Commission;
- (k) **"CSE"** means the Canadian Securities Exchange;
- (l) **"IFRS"** means International Financial Reporting Standards;
- (m) **"Income Tax Act"** means the *Income Tax Act* (Canada) R.S.C. (1985), 5th supp., c. 1, as amended from time to time;
- (n) **"Indemnified Party"** has the meaning ascribed to that term in Subsection 13.6;
- (o) **"Indemnifying Party"** has the meaning ascribed to that term in Subsection 13.6;

- (p) **"Material Adverse Effect"** when used in connection with an entity means any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision by the board of directors is probable), event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of such entity or subsidiaries taken as a whole;
- (q) **"NI 45-106"** means National Instrument 45-106 - Prospectus and Registration Exemptions, as adopted by the British Columbia Securities Commission;
- (r) **"Pooling Agreement"** means the pooling agreement to be entered into by the Principal of VapeTronix in the form as set out in Schedule G;
- (s) **"Principal of VapeTronix"** means Derek Ivany;
- (t) **"Public Record"** has the meaning ascribed thereto at Section 6 of this Agreement;
- (u) **"Transaction"** has the meaning ascribed to such term in Recital A.
- (u) **"VapeTronix Business"** means the business in which VapeTronix is engaged as of the date of this Agreement.
- (v) **"VapeTronix Creditors"** means all of the creditors of VapeTronix as at the Closing Date as set out in Schedule C;
- (w) **"VapeTronix Bank Statements"** means the bank statements of VapeTronix for the three month period ended February 28, 2015, attached hereto as Schedule B;
- (x) **"VapeTronix Shares"** means the common shares of VapeTronix;
- (y) **"1933 Act"** means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder.

All dollar amounts referred to in this Agreement are in **Canadian funds**, unless expressly stated otherwise.

1.2 The following Schedules are attached hereto and form part of this Agreement:

Schedule	Description
A.	Selling Shareholders and Schedule for Number of Chlormet Shares to be Received
B.	VapeTronix Bank Statements
C.	VapeTronix Creditors and Encumbrances on VapeTronix's Assets
D.	Material Agreements of VapeTronix
E.	VapeTronix Litigation

F.	VapeTronix Intellectual Property
G.	Pooling Agreement

2. Share Exchange

- 2.1 The Selling Shareholders hereby covenant and agree to sell, transfer and assign to Chlormet, and Chlormet covenants and agrees to purchase from the Selling Shareholders all of the VapeTronix Shares held by each Selling Shareholder.
- 2.2 The purchase price for the VapeTronix Shares held by the Selling Shareholders will consist of an aggregate of 7,000,000 Chlormet Shares to be issued to the Selling Shareholders, with each Selling Shareholder receiving the number of Chlormet Shares set out opposite each Selling Shareholder's name on the dates and in the amounts set out in Schedule A as determined pursuant to the Exchange Ratio of seven (7) Chlormet Shares for every one (1) VapeTronix Share held by such Selling Shareholder.
- 2.3 It is agreed that a total of 1,500,000 Chlormet Shares issued to the Principal of VapeTronix will be subject to release to the Principal of VapeTronix subject to certain performance milestones as set out in the Pooling Agreement attached as Schedule G.
- 2.4 Following the exchange of the VapeTronix Shares for the Chlormet Shares in accordance with this Agreement, the name of each Selling Shareholder will be removed from the securities register of VapeTronix Shares.
- 2.5 The name of each Selling Shareholder or their nominees will be added to the securities register of Chlormet Shares.
- 2.6 Chlormet will be recorded as the registered holder as such VapeTronix Shares so exchanged.
- 2.7 The sale of the VapeTronix Shares and the issuance of the Chlormet Shares to the Selling Shareholders will be made in reliance on an exemption from the registration and prospectus filing requirements contained in Section 2.16 of NI 45-106. VapeTronix and Chlormet reserve the right to request from Selling Shareholders any additional certificates or representations required to establish an exemption from Applicable Securities Legislation prior to the issuance or transfer of any VapeTronix Shares or Chlormet Shares.
- 2.8 The Selling Shareholders acknowledge and understand that the Chlormet Shares they receive pursuant to this Agreement will be subject to resale restrictions in accordance with Applicable Securities Legislation and that as a result the certificates representing such Chlormet Shares may be affixed with certain legends describing such restrictions.
- 2.9 It is intended that the transactions contemplated in this Agreement will generally constitute a transaction in respect of which the Selling Shareholders may elect to be treated on a tax deferral basis pursuant to Section 85.1 of the **Income Tax Act** by treating the transaction as a rollover in his or her income tax return for the year in which the exchange occurred by not including in income any portion of the gain or loss which would otherwise have arisen on such Selling Shareholder's exchanged shares.
- 2.10 The Selling Shareholder will bear the full responsibility of treating the transaction as a deferral in his or her income tax return.

3. Representations, and Warranties of VapeTronix

3.1 VapeTronix represents and warrants to Chlormet as of the date of this Agreement as follows, and acknowledges that Chlormet is relying upon such covenants, representations and warranties in connection with the Transaction:

- (a) VapeTronix has been duly incorporated and organized, is a validly existing company with limited liability and is in good standing under the *Business Corporations Act* (Ontario); it has the corporate power to own or lease its property and to carry on the VapeTronix Business; it is duly qualified as a company to do business and is in good standing with respect thereto in each jurisdiction in which the nature of the VapeTronix Business is located; and it has all necessary licenses, permits, authorizations and consents to operate the VapeTronix Business. VapeTronix has no active or material subsidiary;
- (b) VapeTronix is not a reporting issuer in any jurisdiction and the VapeTronix Shares are not listed or posted for trading on any stock exchange or quotation system.
- (c) The authorized share capital of VapeTronix consists of an unlimited number of Common Shares without nominal or par value, of which 1,000,000 Common Shares are issued and outstanding as at the date of this Agreement as fully paid and non-assessable.
- (d) No person, firm or corporation has any agreement or option, including convertible securities, warrants or convertible obligations of any nature, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of VapeTronix or of any securities of VapeTronix.
- (e) VapeTronix does not have any agreements of any nature to acquire any subsidiary, or to acquire or lease any other business operations, and will not, prior to the Effective Date, acquire, or agree to acquire, any subsidiary or business.
- (f) VapeTronix will not issue any additional VapeTronix Shares from and after the date of this Agreement to the Closing Date or create any options, warrants or rights for any person to subscribe for or acquire any unissued shares in the capital of VapeTronix, without the prior written consent of Chlormet.
- (g) To the best of its knowledge, VapeTronix is not a party to or bound by any guarantee, warranty, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person, firm or corporation other than as set out in Schedules B through F to this Agreement.
- (h) The books and records of VapeTronix fairly and correctly set out and disclose, in all material respects, the financial position of VapeTronix as at the date of this Agreement, and all material financial transactions of VapeTronix relating to the VapeTronix Business have been accurately recorded in such books and records.
- (i) Schedules B through F fairly present the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of VapeTronix as at the date thereof and there are no commitments to materially increase in such liabilities other than increases arising as a result of carrying on the VapeTronix Business in the ordinary course.

- (j) To the best of the knowledge of VapeTronix, the entry into this Agreement and the consummation of the Transaction will not result in the violation of any of the terms and provisions of the constating documents or bylaws of VapeTronix or of any indenture, instrument or agreement, written or oral, to which VapeTronix or the Selling Shareholders may be a party.
- (k) The entry into this Agreement and the consummation of the Transaction will not, to the best of the knowledge of VapeTronix, result in the violation by VapeTronix of any law or regulation of the Province of Ontario or other jurisdiction in which VapeTronix carries on business, or of any municipal bylaw or ordinance to which VapeTronix or the VapeTronix Business maybe subject.
- (l) VapeTronix is not a party to any written or oral employment, service or pension agreements.
- (m) Except as disclosed in Schedules B, C and E, VapeTronix does not have any outstanding bonds, debentures, mortgages, notes or other indebtedness and VapeTronix is not under any agreement to create or issue any bonds, debentures, mortgages, notes or other indebtedness, except liabilities incurred in the ordinary course of business.
- (n) VapeTronix is not the owner, lessee or under any agreement to own or lease any real property.
- (o) Except as disclosed in Schedule C, VapeTronix owns, possesses and has good and marketable title to its undertaking, property and assets, and without restricting the generality of the foregoing, all those assets described in the balance sheet included in the Schedules C and E are free and clear of any and all mortgages, liens, pledges, charges, security interests, encumbrances, actions, claims or demands of any nature whatsoever or howsoever arising.
- (p) Except as disclosed in Schedule D, VapeTronix does not have any outstanding material agreements, contracts or commitments, whether written or oral, of any nature or kind whatsoever, including, but not limited to, employment agreements, agreements, contracts and commitments in the ordinary course of business and service contracts on office equipment and leases.
- (q) To the best of VapeTronix's knowledge, there are no actions, suits or proceedings (whether or not purportedly on behalf of VapeTronix), pending or threatened against or affecting VapeTronix or affecting the VapeTronix Business, at law or in equity, or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and VapeTronix is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.
- (r) VapeTronix is not in material default or breach of any contracts, agreements, written or oral, indentures or other instruments to which they are a party and there are no facts, which after notice or lapse of time or both, that would constitute such a default or breach, and all such contracts, agreements, indentures or other instruments are now in good standing and VapeTronix is entitled to all benefits thereunder.

- (s) VapeTronix has the right to use all of the registered trademarks, trade names and patents, both domestic and foreign, in relation to the VapeTronix Business as set out in Schedule F.
- (t) To the best of the knowledge of VapeTronix, the conduct of the VapeTronix Business does not infringe upon the patents, trademarks, trade names or copyrights, domestic or foreign, of any other person, firm or corporation.
- (u) To the best of the knowledge of VapeTronix, VapeTronix is conducting and will conduct the VapeTronix Business in compliance with all applicable laws, rules and regulations of each jurisdiction in which the VapeTronix Business is or will be carried on, VapeTronix is not in material breach of any such laws, rules or regulations and is fully licensed, registered or qualified in each jurisdiction in which VapeTronix carries on or proposes to carry on the VapeTronix Business to enable the VapeTronix Business to be carried on as now conducted and its property and assets to be owned, leased and operated, and all such licenses, registrations and qualifications are or will be on the Closing Date valid and subsisting and in good standing and that none of the same contains or will contain any provision, condition or limitation which has or may have a materially adverse effect on the operation of the VapeTronix Business.
- (v) All facilities and equipment owned or used by VapeTronix in connection with the VapeTronix Business are in good operating condition and are in a state of good repair and maintenance.
- (w) Except as disclosed in Schedules C and D and salaries incurred in the ordinary course of business since the date thereof, VapeTronix has no loans or indebtedness outstanding that have been made to or from directors, former directors, officers, shareholders and employees of VapeTronix or to any person or corporate body not dealing at arm's length with any of the foregoing, and will not, prior to closing, pay any such indebtedness unless in accordance with budgets agreed to in writing by Chlormet.
- (x) VapeTronix has made full disclosure to Chlormet of all aspects of the VapeTronix Business and has made all of its books and records available to the representatives of Chlormet in order to assist Chlormet in the performance of its due diligence searches and no material facts in relation to the VapeTronix Business have been concealed by VapeTronix.
- (y) All of VapeTronix's credit facilities are in good standing, other than as disclosed in the VapeTronix Bank Statements as attached hereto as Schedule B, and VapeTronix has not received any notices of default or acceleration requests from any bank or other creditor respecting VapeTronix's credit facilities.
- (z) The articles, bylaws and other constating documents of VapeTronix in effect with the appropriate corporate authorities as at the date of this Agreement will remain in full force and effect without any changes thereto as at the Closing Date.
- (aa) The directors and officers of VapeTronix are as follows:

Name	Position
Derek Ivany	Director, President

4. Covenants of VapeTronix and the Selling Shareholders

VapeTronix and the Selling Shareholders covenants to Chlormet that they will do, or cause to be done, at its own expense, the following:

- (a) VapeTronix will provide access to, and will permit Chlormet, through its representatives, to make such investigation of the operations, properties, assets and records of VapeTronix and of its financial and legal condition as Chlormet deems necessary or advisable to familiarize itself with VapeTronix, and such operations, properties, assets, records and other matters.
- (b) Except as contemplated by this Agreement or with the prior written consent of Chlormet, VapeTronix will:
 - (i) promptly inform Chlormet of any facts that come to its attention which would cause any of its representations and warranties in this Agreement to be untrue in any respect;
 - (ii) promptly inform Chlormet in writing of any material adverse change in the condition of VapeTronix; and
 - (iii) maintain the books, records and accounts of VapeTronix in the ordinary course and record all transactions on a basis consistent with past practice.
- (c) VapeTronix will not negotiate with any third party for the sale of any or all of VapeTronix's equity interest, assets, securities or real or leases property.
- (d) VapeTronix will use commercially reasonable efforts to take all necessary steps and corporate proceedings to be taken in order to facilitate the transactions contemplated herein, including the issuance of the VapeTronix Shares to Chlormet.

5. Covenants, Representations and Warranties of the Selling Shareholders

5.1 Each Selling Shareholder, acting severally but not jointly and only in respect of the VapeTronix Shares held by such Selling Shareholder, represents and warrants to Chlormet as of the date of this Agreement and acknowledges that Chlormet is relying upon such covenants, representations and warranties in connection with the Transaction:

- (a) Each Selling Shareholder represents that the Chlormet Shares to be issued to the Selling Shareholders in accordance with the transaction are being issued to each Selling Shareholder as principal for their own account and not for the benefit of any other person.
- (b) Other than as disclosed to Chlormet, the VapeTronix Shares owned by the Selling Shareholders will be owned by each of the Selling Shareholders as the beneficial and recorded owner with good and marketable title thereto, free and clear of all mortgages, liens, charges, security interests, adverse claims, pledges, encumbrances and demands whatsoever.
- (c) Other than as disclosed in this Agreement, no person, firm or corporation has any agreement or option or any right or privilege (whether by law, pre-emptive or

contractual) capable of becoming an agreement or option for the purchase from the Selling Shareholders of any of the VapeTronix Shares held by them.

- (d) Other than as disclosed in this Agreement, no person, firm or corporation has any agreement or option, including convertible securities, warrants or convertible obligations of any nature, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase from the Selling Shareholder of the VapeTronix Shares held by such Selling Shareholder.

6. Representations and Warranties of Chlormet

6.1 Chlormet covenants with and represents and warrants to VapeTronix and the Selling Shareholders as of the date of this Agreement and acknowledges that the Selling Shareholders and VapeTronix are relying upon such covenants, representations and warranties in entering into this Agreement:

- (a) Chlormet has been duly incorporated and organized and is validly subsisting under the laws of British Columbia; it is a reporting issuer in the Provinces of British Columbia, Ontario, and Alberta and is in good standing with respect to all filings required to be made under the laws of British Columbia and the securities regulations of British Columbia, Ontario, and Alberta; it has the corporate power to own or lease its properties and to carry on its business as now being conducted by it; it is duly qualified as a corporation to do business and is in good standing with respect thereto in each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary; and it has all necessary licenses, permits, authorizations and consents to operate the its business. The directors and officers of Chlormet are currently as follows:

Name	Position
Mr. Yari Nieken	Interim president and CEO and director
Mr. Ian Foreman	Director
Mr. Chris Hornung	Director

- (b) Chlormet is a reporting issuer in the Provinces of British Columbia, Alberta and Ontario, and its common shares are posted and listed for trading on the CSE. To the best of its knowledge, Chlormet is not in material default under the B.C. Securities Act or the rules, by-laws or policies of any stock exchange on which any securities of Chlormet are listed. No orders suspending the sale or ceasing the trading of any securities issued by Chlormet have been issued by any regulatory authority, and no proceedings for such purpose are pending or, to the knowledge of Chlormet, threatened.
- (c) The authorized capital of Chlormet consists of an unlimited number of Common Shares without par value per share and of which 35,454,645 shares of common stock are issued and outstanding as of the date of the signing of this Agreement as fully paid and non-assessable, and no other shares of any other class of Chlormet are issued and outstanding.
- (d) Computershare Investor Services is Chlormet's duly appointed registrar and transfer agent.
- (e) To the best of Chlormet's knowledge, there are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of the common shares of Chlormet.

- (f) As of their respective dates, all information and materials filed by Chlormet with the Commissions, and which are available through the SEDAR website as of the date hereof (including all exhibits and schedules thereto and documents incorporated by reference therein) (collectively, the "**Public Record**") did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and, to the best of Chlormet's knowledge, complied in all material respects with all applicable legal and stock exchange requirements.
- (g) Subsequent to the respective dates as of which information is given in the Public Record, there has been no material adverse change, or any fact known to Chlormet and not disclosed to VapeTronix in writing that could reasonably be expected to result in a material adverse change in the business or financial condition of Chlormet, other than costs incurred by Chlormet to maintain its status as a reporting issuer listed on the CSE, costs incurred in respect of the transactions contemplated by this Agreement, including costs incurred in the ordinary course of business consistent with past practice, and there is no litigation or governmental proceeding to which Chlormet is a party or to which any property of Chlormet is subject or that is pending or, to the best of the knowledge of Chlormet, contemplated against Chlormet that might result in any material adverse change in the business or financial condition of Chlormet.
- (h) The Chlormet Financial Statements as publically filed present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of Chlormet as at the date thereof.
- (i) Except as may be disclosed in the Chlormet Financial Statements, Chlormet is not in material default or breach of any contracts, agreements, written or oral, indentures or other instruments to which they are a party and there are no facts, which after notice or lapse of time or both, that would constitute such a default or breach, and all such contracts, agreements, indentures or other instruments are now in good standing and Chlormet are entitled to all benefits thereunder.
- (j) Chlormet has the right to use all of the registered trademarks, trade names and patents, both domestic and foreign, in relation to the Chlormet Business.
- (k) To the best of the knowledge of Chlormet, the conduct of the Chlormet Business does not infringe upon the patents, trademarks, trade names or copyrights, domestic or foreign, of any other person, firm or corporation.
- (l) To the best of the knowledge of Chlormet, Chlormet is conducting and will conduct the Chlormet Business in compliance with all applicable laws, rules and regulations of each jurisdiction in which the Chlormet Business is or will be carried on, Chlormet is not in material breach of any such laws, rules or regulations and is registered or qualified in each jurisdiction in which Chlormet owns or leases property or carry on or propose to carry on the Chlormet Business to enable the Chlormet Business to be carried on as now conducted and its property and assets to be owned, leased and operated, and all such licenses, registrations and qualifications are valid and subsisting and in good standing and that none of the same contains or will contain any provision, condition or limitation which has or may have a materially adverse effect on the operation of the Chlormet Business.

- (m) As at the date of the signing of this Agreement, all facilities and equipment owned or used by Chlormet in connection with the Chlormet Business are in good operating condition and are in a state of good repair and maintenance.
- (n) Except as disclosed in the Chlormet Financial Statements and salaries incurred in the ordinary course of business since the date thereof, Chlormet has no loans or indebtedness outstanding which have been made to or from directors, former directors, officers, shareholders and employees of Chlormet or to any person or corporate body not dealing at arm's length with any of the foregoing.
- (o) The books and records of Chlormet fairly and correctly set out and disclose in all material respects, in accordance with IFRS, the financial position of Chlormet as at the date of this Agreement, and all material financial transactions of Chlormet relating to the business have been accurately recorded in such books and records.
- (p) Chlormet has made full disclosure to VapeTronix of all material aspects of Chlormet's business and has made all of its books and records available to the representatives of VapeTronix in order to assist VapeTronix in the performance of its due diligence searches and no material facts in relation to Chlormet's business have been concealed by Chlormet or its representatives.
- (q) Chlormet is not a party to any written or oral pension agreement.
- (r) except where the failure to do so would not constitute a Material Adverse Effect, Chlormet has its property insured against loss or damage by all insurable hazards or risks on a replacement cost basis and such insurance coverage will be continued in full force and effect; to the best of the knowledge of Chlormet, Chlormet is not in default with respect to any of the provisions contained in any such insurance policy and has not failed to give any notice or present any claim under any such insurance policy in due and timely fashion.
- (s) All of Chlormet's credit facilities are in good standing, other than as disclosed in the Chlormet Financial Statements, and Chlormet has not received any notices of default or acceleration requests from any bank or other creditor respecting Chlormet's credit facilities.
- (t) Except as disclosed in Chlormet's Financial Statements, there are no actions, suits or proceedings pending or threatened against or affecting Chlormet or affecting Chlormet's business, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign and Chlormet is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.
- (u) The entry into this Agreement and the consummation of the Transaction will not result in the violation of any of the terms and provisions of the constating documents or bylaws of Chlormet or of any indenture, instrument or agreement, written or oral, to which Chlormet may be a party.
- (v) The entry into this Agreement and the consummation of the Transaction will not, to the knowledge of Chlormet, result in the violation of any law or regulation of Canada or the

Provinces of British Columbia, Ontario, or Alberta, or of any local government bylaw or ordinance to which Chlormet's business maybe subject.

- (w) This Agreement has been duly authorized, validly executed and delivered by Chlormet.

7. Covenants of Chlormet

Chlormet covenants to VapeTronix and the Selling Shareholders that it will do, or cause to be done, at its own expense, the following:

- (a) Chlormet will provide access to, and will permit VapeTronix, through its representatives, to make such investigation of the operations, properties, assets and records of Chlormet and of their financial and legal condition as VapeTronix deems necessary or advisable to familiarize itself with Chlormet, and such operations, properties, assets, records and other matters.
- (b) Except as contemplated by this Agreement or with the prior written consent of VapeTronix, Chlormet will:
- (i) promptly inform VapeTronix of any facts that come to its attention which would cause any of its representations and warranties in this Agreement to be untrue in any respect;
 - (ii) promptly inform VapeTronix in writing of any material adverse change in the condition of Chlormet; and
 - (iii) maintain the books, records and accounts of Chlormet in the ordinary course and record all transactions on a basis consistent with past practice.
- (c) Chlormet will use reasonable commercial efforts to secure approval of its shareholders for the transactions contemplated herein, to the extent required to secure regulatory approval or as may be required by law (the “**Shareholder Approval Requirement**”).

8. Closing Conditions

8.1 **Conditions Precedent to Closing for Chlormet.** The obligation of Chlormet to consummate the Transaction is subject to the satisfaction or waiver of the conditions set forth below. The Closing of the Transaction contemplated by this Agreement will be deemed to mean the satisfaction or waiver of all conditions to Closing. These conditions to Closing are for the benefit of Chlormet and may be waived by Chlormet in its sole discretion.

- (a) **Representations and Warranties.** The representations and warranties of VapeTronix and the Selling Shareholders contained in this Agreement or in any Schedule to this Agreement or certificate or other document delivered to Chlormet pursuant to this Agreement will be true, correct and complete in all material respects as of the date of this Agreement with the same force and effect as though such representations and warranties had been made on and as of such date, regardless of the date as of which the information in this Agreement or any Schedule or certificate is given, and Chlormet will have received certificates, in forms satisfactory to Chlormet acting reasonably and signed by a senior officer of VapeTronix to the effect that its representations and warranties referred to above are true, correct and complete with the same force and

effect as though made on and as of such date, provided that the acceptance of such certificate and the closing of the Transaction provided for in this Agreement will not be a waiver of the respective representations and warranties contained in this Agreement or in any Schedule to this Agreement or in any certificate or document given pursuant to this Agreement which covenants, representations and warranties will continue in full force and effect for the benefit of Chlormet.

- (b) **Performance.** All of the covenants and obligations that VapeTronix and the Selling Shareholders are required to perform or to comply with pursuant to this Agreement will have been performed and complied with in all material respects.
- (c) **Transaction Documents.** This Agreement and all other documents necessary or reasonably required to consummate the Transaction and the transactions contemplated under this Agreement, all in form and substance reasonably satisfactory to Chlormet, will have been executed and delivered to Chlormet by VapeTronix and the Selling Shareholders.
- (d) **Approvals.** VapeTronix will have delivered to Chlormet minutes of meetings, written consents or other evidence reasonably satisfactory to Chlormet that the board of directors of VapeTronix have approved this Agreement and the Transaction.
- (e) **President's Certificate.** VapeTronix will have delivered to Chlormet a certificate from the President of VapeTronix attaching:
 - (i) copies of VapeTronix's articles, bylaws and all other constating documents, as amended through the Closing Date; and
 - (ii) copies of resolutions duly adopted by the board of directors of VapeTronix approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.
- (f) **Third Party Consents.** VapeTronix will have delivered to Chlormet duly executed copies of all third party consents and approvals required by this Agreement to be obtained by VapeTronix, in form and substance reasonably satisfactory to Chlormet.
- (g) **Regulatory Approvals and Consents.** VapeTronix will have obtained any required regulatory approvals and consents required to carry out this Agreement and the Transaction, in form and substance reasonably satisfactory to Chlormet.
- (h) **No Material Adverse Effect.** At the Closing Date, there will have been no Material Adverse Effect to the affairs, assets, liabilities, or financial condition of VapeTronix or the VapeTronix Business (financial or otherwise) from that shown on or reflected in the VapeTronix Bank Statements.
- (i) **No Action.** No suit, action, or proceeding will be pending or threatened which would:
 - (i) prevent the consummation of the Transaction contemplated by this Agreement; or
 - (ii) cause the Transaction to be rescinded following consummation.

- (j) **Outstanding Securities.** VapeTronix will have no more than 1,000,000 Common Shares and no shares of any other classes issued and outstanding on the Closing Date.
- (k) **Public Disclosure.** VapeTronix will have delivered substantive information about its assets and personnel reasonably satisfactory to Chlormet for completion of any required public disclosure of the Transaction details.
- (l) **Bank Statements.** VapeTronix will have delivered the VapeTronix Bank Statements.
- (m) **Share Certificates of Selling Shareholders.** The Selling Shareholders will deliver to Chlormet certificates representing their VapeTronix Shares duly executed for transfer, together with all other documentation required to transfer title to their VapeTronix Shares to Chlormet and the Selling Shareholders will each deliver to Chlormet an executed stock power of attorney or other document evidencing the transfer of the VapeTronix Shares from the Selling Shareholders to Chlormet.
- (n) **Financing.** Parties introduced by the VapeTronix Principal have agreed to participate in a Chlormet private placement and shall have executed subscription agreements and provided funds for such private placement in a minimum amount of \$250,000.

8.2 In the event any of the foregoing conditions contained in Subsection 8.1 are not fulfilled or performed to the reasonable satisfaction of Chlormet, Chlormet may terminate this Agreement by written notice to VapeTronix and the Selling Shareholders and in such event Chlormet will be released from all further obligations hereunder. Any of the foregoing conditions contained in Subsection 8.1 may be waived in writing in whole or in part by Chlormet without prejudice to each entity's respective rights of termination in the event of the non-fulfillment of any other conditions.

8.3 **Conditions Precedent to Closing by VapeTronix and the Selling Shareholders.** The obligation of VapeTronix and the Selling Shareholders to consummate the Transaction is subject to the satisfaction or waiver of the conditions set forth below. The Closing of the Transaction will be deemed to mean the satisfaction or waiver of all conditions to Closing. These conditions precedent are for the benefit of VapeTronix and the Selling Shareholders and may be waived by unanimous consent of VapeTronix and the Selling Shareholders in their discretion.

- (a) **Representations and Warranties.** The representations and warranties of Chlormet contained in this Agreement or in any Schedule to this Agreement or certificate or other document delivered to VapeTronix and the Selling Shareholders pursuant to this Agreement will be true, correct and complete in all material respects as of the date of this Agreement with the same force and effect as though such representations and warranties had been made on and as of such date, regardless of the date as of which the information in this Agreement or any such Schedule or certificate is given, and VapeTronix and the Selling Shareholders will have received a certificate from Chlormet, in a form reasonably satisfactory to VapeTronix, signed by a senior officer of Chlormet, to the effect that such representations and warranties referred to above are true, correct and complete with the same force and effect as though made on and as of such date, provided that the acceptance of such certificate and the closing of the Transaction provided for in this Agreement will not be a waiver of the representations and warranties contained in this Agreement or in any Schedule to this Agreement or in any certificate or document given pursuant to this Agreement which covenants, representations and warranties will

continue in full force and effect for the benefit of VapeTronix and the Selling Shareholders.

- (b) **Performance.** All of the covenants and obligations that Chlormet is required to perform or to comply with pursuant to this Agreement will have been performed and complied with in all material respects. Chlormet will have delivered each of the documents respectively required to be delivered by it pursuant to this Agreement.
- (c) **Transaction Documents.** This Agreement and all other documents necessary or reasonably required to consummate the Transaction, all in form and substance reasonably satisfactory to VapeTronix, will have been executed and delivered to VapeTronix and the Selling Shareholders by Chlormet.
- (d) **Approvals.** Chlormet will have delivered to VapeTronix written consents or other evidence reasonably satisfactory to VapeTronix that its board of directors has approved this Agreement and the Transaction.
- (e) **President's Certificate.** Chlormet will have delivered to VapeTronix a certificate from its President attaching:
 - (i) copies of its articles of incorporation, bylaws and other constating documents, as amended through the Closing Date; and
 - (ii) copies of resolutions duly adopted by the board of directors of Chlormet approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.
- (f) **Third Party Consents.** Chlormet will have delivered to VapeTronix duly executed copies of all third party consents and approvals required by this Agreement to be obtained by Chlormet, in form and substance reasonably satisfactory to VapeTronix.
- (g) **Regulatory Approvals and Consents.** Chlormet will have obtained any required regulatory approvals and consents required to carry out this Agreement and the Transaction, in form and substance reasonably satisfactory to VapeTronix.
- (h) **No Material Adverse Effect.** There will have been no Material Adverse Effect to the affairs, assets, liabilities, financial condition or business (financial or otherwise) of Chlormet from that shown on, or reflected in, the Chlormet Financial Statements.
- (i) **No Action.** No suit, action, or proceeding will be pending or threatened before any governmental or regulatory authority wherein an unfavourable judgment, order, decree, stipulation, injunction or charge would:
 - (i) prevent the consummation of the Transaction contemplated by this Agreement; or
 - (ii) cause the Transaction to be rescinded following consummation.
- (j) **Approvals and Consents.** Chlormet will have obtained all necessary regulatory and stock exchange approvals and consents to carry out the Transaction, in form and substance reasonably satisfactory to VapeTronix.

- (k) **Covenants.** Chlormet will have complied with all covenants and agreements herein agreed to be performed or caused to be performed by it such that it will have satisfied the Shareholder Approval Requirement.

8.4 In the event that any of the conditions contained in Subsection 8.3 will not be fulfilled or performed by Chlormet to the reasonable satisfaction of VapeTronix and the Selling Shareholders, then VapeTronix or the Selling Shareholders may terminate this Agreement by written notice to Chlormet and in such event VapeTronix and the Selling Shareholders will be released from all further obligations hereunder. Any of the foregoing conditions contained in Subsection 8.3 may be waived in writing in whole or in part by VapeTronix and the Selling Shareholders without prejudice to the respective rights of termination of VapeTronix or the Selling Shareholders in the event of the non-fulfillment of any other conditions.

9. **Closing**

9.1 **Time and Place.** The closing will take place at 10:00 am on the Closing Date at the offices of Tupper Jonsson & Yeadon at Suite 1710 – 1177 West Hastings St., Vancouver, British Columbia, Canada, or at such other time and place as the parties may mutually agree.

10. **Covenants**

10.1 **Notification of Financial Liabilities.** Each of the parties will immediately notify each in accordance with Subsection 14.6, if it receives any advice or notification from its independent certified public accounts that it has used any improper accounting practice that would have the effect of not reflecting or incorrectly reflecting in its books, records, and accounts, any properties, assets, liabilities, revenues, or expenses. Notwithstanding any statement to the contrary in this Agreement, this covenant will survive closing and continue in full force and effect.

10.2 **Access and Investigation.** VapeTronix and Chlormet will cause each of their respective representatives to:

- (a) afford the other and its representatives full and free access to its personnel, properties, assets, contracts, books and records and other documents and data;
- (b) furnish the other and its representatives with copies of all such contracts, books and records, and other existing documents and data as required by this Agreement and as the other may otherwise reasonably request; and
- (c) furnish the other and its representatives with such additional financial, operating, and other data and information as the other may reasonably request.

All such access, investigation and communication by a party and its representatives will be conducted during normal business hours and in a manner designed not to interfere unduly with the normal business operations of the other party.

10.3 **Notification of Breach.** Each of the parties to this Agreement will promptly notify the other parties in writing if it becomes aware of any fact or condition that causes or constitutes a material breach of any of its representations and warranties as of the date of this Agreement, if it becomes aware of the occurrence after the date of this Agreement of any fact or condition that would cause or constitute a material breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should

any such fact or condition require any change in the Schedules relating to such party, such party will promptly deliver to the other parties a supplement to the Schedules specifying such change. During the same period, each party will promptly notify the other parties of the occurrence of any material breach of any of its covenants in this Agreement or of the occurrence of any event that may make the satisfaction of such conditions impossible or unlikely.

- 10.4 **Conduct of VapeTronix and Chlormet Business Prior to Closing.** Except as expressly contemplated by this Agreement or for purposes in furtherance of this Agreement, from the date of this Agreement to the Closing Date, and except to the extent that Chlormet otherwise consents in writing, VapeTronix will operate its business substantially as presently operated and in compliance with all applicable laws, and use its best efforts to preserve intact its good reputation and present business organization and to preserve its relationships with persons having business dealings with it. Likewise, from the date of this Agreement to the Closing Date, and except to the extent that VapeTronix otherwise consents in writing, Chlormet will operate its business substantially as presently operated and only in the ordinary course and in compliance with all applicable laws, and use its best efforts to preserve intact its good reputation and present business organization and to preserve its relationships with persons having business dealings with it.
- 10.5 **Public Announcements.** Chlormet and VapeTronix each agree that they will not release or issue any reports or statements or make any public announcements relating to this Agreement or the Transaction without the prior consent of the other party, except as may be required upon written advice of counsel to comply with applicable laws, regulatory requirements or CSE policies after consulting with Chlormet or VapeTronix, as applicable, and seeking their reasonable consent to such announcement. VapeTronix acknowledges that Chlormet must comply with Applicable Securities Legislation requiring full disclosure of material facts and agreements in which it is involved, and will co-operate to assist Chlormet in meeting its obligations.

11. **Confidentiality**

- 11.1 All financial information regarding the VapeTronix Business that VapeTronix has provided to Chlormet, will be kept in strict confidence by Chlormet and will not be given to any other person or party or used (except in connection with due diligence carried out under this Agreement in accordance with Subsection 10.2 and except as required to file a news release regarding the transaction to the public after the Closing), dealt with, exploited or commercialized by Chlormet or disclosed to any third party (other than Chlormet's professional accounting and legal advisors) without the prior consent of VapeTronix. If the Transaction contemplated by this Agreement does not proceed for any reason, then upon receipt of a written request from VapeTronix, Chlormet will immediately return to VapeTronix (or as directed by VapeTronix) all information received regarding the VapeTronix Business.
- 11.2 All information regarding the business of Chlormet including but without limitation, financial information that Chlormet provides to VapeTronix during its due diligence investigation of Chlormet will be kept in strict confidence by VapeTronix and will not be used (except in connection with due diligence carried out under this Agreement in accordance with Subsection 10.2), dealt with, exploited or commercialized by VapeTronix or disclosed to any third party (other than VapeTronix's professional accounting and legal advisors) without Chlormet's prior written consent. If the Transaction contemplated by this Agreement does not proceed for any reason, then upon receipt of a written request from Chlormet, VapeTronix will immediately

return to Chlormet (or as directed by Chlormet) all information received regarding Chlormet's business.

- 11.3 Upon request, each party will provide an affidavit to the other that all documents, including all copies thereof, were returned to the other party or as directed by the other party in accordance with this Section 11.
- 11.4 VapeTronix acknowledges and agrees that, while in possession of material information about Chlormet that has not been publicly disclosed, it will not trade and will take all reasonable steps to prevent any of its employees or agents from trading in the securities of Chlormet prior to Closing.
- 11.5 Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 11 will survive termination of this Agreement.

12. Termination

- 12.1 **Termination.** This Agreement may be terminated at any time prior to the Closing Date by:
- (a) mutual agreement of Chlormet and VapeTronix, without the consent of the Selling Shareholders;
 - (b) Chlormet, if there has been a material breach by VapeTronix or any of the Selling Shareholders of any material representation, warranty, covenant, or agreement set forth in this Agreement on the part of VapeTronix or the Selling Shareholders that is not cured by the breaching party, to the reasonable satisfaction of Chlormet, within ten (10) business days after notice of such breach is given by Chlormet unless such breach cannot reasonably be cured within ten (10) business days and the breaching party is pursuing such cure with diligence;
 - (c) VapeTronix or any of the Selling Shareholders, if there has been a material breach by Chlormet of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of Chlormet that is not cured by Chlormet, to the reasonable satisfaction of VapeTronix or such Selling Shareholder(s), within ten (10) business days after notice of such breach is given by VapeTronix or the Selling Shareholder(s) unless such breach cannot reasonably be cured within ten (10) business days and the breaching party is pursuing such cure with diligence);
 - (d) Chlormet or VapeTronix, if any permanent injunction or other order of a governmental entity of competent authority preventing the consummation of the Transaction contemplated by this Agreement has become final and non-appealable; or
 - (e) Chlormet or VapeTronix, if the Transaction has not been consummated prior to April 30, 2015, or such other date as may be agreed to in writing by Chlormet and VapeTronix.
- 12.2 **Effect of Termination.** In the event of the termination of this Agreement as provided for in Subsection 12.1, this Agreement will be of no further force or effect, except for those provisions in this Agreement which expressly survive termination, and provided that no termination of this

Agreement will relieve any party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations.

13. **Indemnification**

- 13.1 **Certain Definitions.** For the purposes of this Section 13, the terms "Loss" and "Losses" mean any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including without limitation, interest, penalties, fines and reasonable attorneys, accountants and other professional fees and expenses, but excluding any indirect, consequential or punitive damages suffered by Chlormet or VapeTronix including damages for lost profits or lost business opportunities.
- 13.2 **Agreement of VapeTronix to Indemnify.** VapeTronix will indemnify, defend, and hold harmless, to the full extent of the law, Chlormet and its directors, officers, employees, agents, advisers and shareholders from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Chlormet and its directors, officers, employees, agents, advisers and shareholders by reason of, resulting from, based upon or arising out of:
- (a) a material breach by VapeTronix of any representation or warranty of VapeTronix contained in or made pursuant to this Agreement, any VapeTronix document or any certificate or other instrument delivered pursuant to this Agreement; or
 - (b) a material breach or partial breach by VapeTronix of any covenant or agreement of VapeTronix made in or pursuant to this Agreement, any document or any certificate or other instrument delivered pursuant to this Agreement.
- 13.3 **Agreement of Selling Shareholders to Indemnify.** The Selling Shareholders will each, severally, and not jointly and severally, indemnify, defend, and hold harmless, to the full extent of the law, Chlormet and its directors, officers, employees, agents, advisers and shareholders from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Chlormet and its directors, officers, employees, agents, advisers and shareholders by reason of, resulting from, based upon or arising out of:
- (a) any breach by such Selling Shareholder of this Agreement; or
 - (b) any misstatement, misrepresentation or breach of the representations and warranties made by such Selling Shareholder contained in or made pursuant to the representations or warranties or certificates executed by the Selling Shareholder as part of the share exchange procedure detailed in Sections 2, 3, 4, 5 and 6 of this Agreement.
- 13.4 **Agreement of Chlormet to Indemnify.** Chlormet will indemnify, defend, and hold harmless, to the full extent of the law, VapeTronix and the Selling Shareholders from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by VapeTronix and the Selling Shareholders by reason of, resulting from, based upon or arising out of:
- (a) a material breach by Chlormet of any representation or warranty of Chlormet contained in or made pursuant to this Agreement, any Chlormet document or any certificate or other instrument delivered pursuant to this Agreement; or

- (b) a material breach or partial breach by Chlormet of any covenant or agreement of Chlormet made in or pursuant to this Agreement, any Chlormet document or any certificate or other instrument delivered pursuant to this Agreement.

- 13.5 **Limitation on Indemnity.** Any party entitled to indemnification under this Section will only be entitled to indemnification in respect of any Losses after the aggregate amount of such Losses exceeds \$50,000, at which point the indemnified party will be entitled to recover the entire amount of such Losses from the first dollar (including the first \$50,000).
- 13.6 **Indemnification Procedures.** If any action will be brought against any party in respect of which indemnity may be sought pursuant to this Agreement (the "**Indemnified Party**"), such Indemnified Party will promptly notify the party from whom indemnity is being sought (the "**Indemnifying Party**") in writing, and the Indemnifying Party will have the right to assume the defence thereof with counsel of its own choosing. Any Indemnified Party will have the right to employ separate counsel in any such action and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of such Indemnified Party except to the extent that the employment thereof has been specifically authorized by the Indemnifying Party in writing, the Indemnifying Party has failed after a reasonable period of time to assume such defence and to employ counsel or in such action there is, in the reasonable opinion of such separate counsel, a material conflict on any material issue between the position of the Indemnifying Party and the position of such Indemnified Party. The Indemnifying Party will not be liable to any Indemnified Party under this Section 12 for any settlement by an Indemnified Party effected without the Indemnifying Party's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed; or to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Indemnified Party's indemnification pursuant to this Section 12.

14. Miscellaneous Provisions

- 14.1 **Effectiveness of Representations and Survival.** Each party is entitled to rely on the representations, warranties and agreements of each of the other parties and all such representations, warranties and agreements will be effective regardless of any investigation that any party has undertaken or failed to undertake. Unless otherwise stated in this Agreement, and except for instances of fraud, the representations, warranties and agreements will survive the Closing Date and continue in full force and effect until one (1) year after the Closing Date.
- 14.2 **Further Assurances.** Each of the parties hereto will co-operate with the others and execute and deliver to the other parties hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence, and confirm the intended purposes of this Agreement.
- 14.3 **Amendment.** This Agreement may not be amended except by an instrument in writing signed by each of the parties.
- 14.4 **Expenses.** Chlormet and VapeTronix will bear their respective costs incurred in connection with the preparation, execution and performance of this Agreement and the Transaction contemplated hereby, including all fees and expenses of their respective agents, representatives and accountants.
- 14.5 **Entire Agreement.** This Agreement, the Schedules and the other documents in connection with this transaction contain the entire agreement between the parties with respect to the subject matter

hereof and supersede all prior arrangements and understandings, both written and oral, expressed or implied, with respect thereto. Any preceding correspondence or offers are expressly superseded and terminated by this Agreement.

- 14.6 **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given if sent by personal delivery, faxed with electronic confirmation of delivery, internationally-recognized express courier or registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to VapeTronix:

7 Ingram Drive, Suite 128
Toronto, ON,
M6M 2L7

Attention: Derek Ivany
Telephone: 647-241-4767
Email: derek.ivany@gmail.com

With a copy (which will not constitute notice) to:

AFL Law
605 – 815 Hornby Street
Vancouver, BC,
V6Z 2E6

Attention: Nick Ayling
Telephone: 604-724-7045
Email: Nick@AFLLaw.com

If to Chlormet:

459 – 409 Granville Street
Vancouver, BC,
V6C 1T2

Attention: Yari Nieken
Facsimile: 604-678-2532
Email: ynieken@foremostcapitalcorp.com

With a copy (which will not constitute notice) to:

Tupper Jonsson & Yeadon
1710 – 1177 West Hastings Street
Vancouver, BC,
V6E 2L3

Attention: Lee S. Tupper
Telephone: 604-640-6358
Facsimile: 604-681-0139

All such notices and other communications will be deemed to have been received:

- (a) in the case of personal delivery, on the date of such delivery;
- (b) in the case of a fax, when the party sending such fax has received electronic confirmation of its delivery;
- (c) in the case of delivery by internationally-recognized express courier, on the business day following dispatch; and
- (d) in the case of mailing, on the fifth business day following mailing.

14.7 **Headings.** The headings contained in this Agreement are for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

4.8 **Benefits.** This Agreement is and will only be construed as for the benefit of or enforceable by those Persons party to this Agreement.

14.9 **Severability.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions of this Agreement or of such provisions or part thereof in any other jurisdiction.

14.10 **Assignment.** This Agreement may not be assigned (except by operation of law) by any party without the prior consent of the other parties.

14.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia applicable to contracts and to be performed therein.

14.12 **Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

14.13 **Gender.** All references to any party will be read with such changes in number and gender as the context or reference requires.

14.14 **Business Days.** If the last or appointed day for the taking of any action required or the expiration of any rights granted herein will be a Saturday, Sunday or a legal holiday in the province of British Columbia, then such action may be taken or right may be exercised on the next succeeding day which is not a Saturday, Sunday or such a legal holiday.

14.15 **Schedules and Exhibits.** The schedules and exhibits are attached hereto and form part of this Agreement and are incorporated herein.

14.16 **Independent Legal Advice.** Each of the parties acknowledge that:

- (a) Tupper Jonsson & Yeadon has acted as counsel only to Chlormet, that all other parties to this Agreement acknowledge and confirm that they have been advised to seek, and have sought or have otherwise waived, independent tax and legal advice with respect to this Agreement and the documents delivered pursuant thereto and that Tupper Jonsson

& Yeadon is not protecting the rights and interests of any other party to this Agreement;
and

- (b) AFL Law has acted as counsel only to VapeTronix, that all other parties to this Agreement acknowledge and confirm that they have been advised to seek, and have sought or waived, independent tax and legal advice with respect to this Agreement and the documents delivered pursuant thereto and that AFL Law are not protecting the rights and interests of any other party to the Agreement.
- (c) To the extent that any Selling Shareholder declines to receive independent legal counsel in respect of this Agreement, such Selling Shareholder hereby waives the right, should a dispute later develop, to rely on its lack of independent legal counsel to avoid its obligations, to seek indulgences from the other parties hereto, or to otherwise attack, in whole or in part, the integrity of this Agreement and the documents related thereto.

14.17 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

14.18 **Facsimile Execution.** Delivery of an executed signature page to this Agreement by any party to this Agreement by facsimile transmission and portable document format (PDF) shall be as effective as delivery of a manually executed copy of this Agreement by such party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

CHLORMET TECHNOLOGIES CORP.

VAPETRONIX INC.

“Chris Hornung”
Authorized Signatory
Name:
Title:

“Derek Ivany”
Authorized Signatory
Name:
Title:

SHAREHOLDERS OF VAPETRONIX

“Derek Ivany”
Authorized Signatory
Name:
Title:

SCHEDULE A

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE APRIL 2, 2015,
AMONG CHLORMET, VAPETRONIX AND THE SELLING SHAREHOLDERS**

Selling Shareholders and Schedule for Number of Chlormet Shares to be Received

Name of VapeTronix Shareholder	Percent of VapeTronix Shares held	Total Number of Chlormet Shares to be issued	Number of Chlormet Shares to be received on Closing Date	Number of Chlormet Shares to be received on 6th month anniversary of Closing Date
John Adamopoulos	3%	210,000	105,000	105,000
1906890 Ontario Corp	7%	500,000	250,000	250,000
Vanessa Lourenco	3%	215,000	107,500	107,500
Philip G. Ramsay	14%	975,000	487,500	487,500
Mouse LLC	11%	770,000	385,000	385,000
Derek Ivany	43%	3,000,000	750,000	2,250,000 ⁽¹⁾
Circa Capital Corp	14%	980,000	490,000	490,000
Sean McConnell	5%	350,000	175,000	175,000
Total		7,000,000	2,750,000	7,000,000

⁽¹⁾ Of the shares thus shown, 1,500,000 shares are subject to certain performance milestones as set out in the Pooling Agreement attached hereto as Schedule G.

SCHEDULE B

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE APRIL 2, 2015,
AMONG CHLORMET, VAPETRONIX AND THE SELLING SHAREHOLDERS**

VapeTronix Bank Statements

SCHEDULE C

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE APRIL 2, 2015,
AMONG CHLORMET, VAPETRONIX AND THE SELLING SHAREHOLDERS**

VapeTronix Creditors and Encumbrances on VapeTronix's Assets

SCHEDULE D

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE APRIL 2, 2015,
AMONG CHLORMET, VAPETRONIX AND THE SELLING SHAREHOLDERS**

Material Agreements of VapeTronix

SCHEDULE E

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE APRIL 2, 2015,
AMONG CHLORMET, VAPETRONIX AND THE SELLING SHAREHOLDERS**

VapeTronix Litigation

SCHEDULE F

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE APRIL 2, 2015,
AMONG CHLORMET, VAPETRONIX AND THE SELLING SHAREHOLDERS**

VapeTronix Intellectual Property

SCHEDULE G

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE APRIL 2, 2015,
AMONG CHLORMET, VAPETRONIX AND THE SELLING SHAREHOLDERS**

Pooling Agreement