UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event Reported): **June 9, 2017**

MyDx, Inc.
(Exact Name of Registrant as Specified in Charter)

Nevada	**000-55596**	**99-0384160**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

6335 Ferris Square, Suite B
San Diego, CA 92121
(Address of Principal Executive Offices) (Zip Code)

800-814-4550
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

MYDX360 SAAS Ecosystem License and Services Agreement with Black Swan LLC

On June 12, 2017 (the "Effective Date"), MyDx, Inc., a Nevada corporation (the "Company") entered into the MYDX360 SAAS Ecosystem License and Services Agreement (the "SAAS Agreement") with Black Swan, LLC, a Nevada limited liability company ("Black Swan"). Under the terms of the SAAS Agreement, the Company granted Black Swan a non-exclusive limited license to: (i) access the Company's Database (as defined in the SAAS Agreement) (the "Access License"), and (ii) use the Company's "Powered by MyDx" trademark and the MyDx logo on Black Swan's products (the "Brand License", and together with the Access License, the "MyDx License"). Additionally, the SAAS Agreement provides Black Swan with (i) market research regarding the packaging of Black Swan's products in coordination with Black Swan's objectives (the "Brand Services") and (ii) delivery of certain quantities of the Company's smart devices, cartridges, batteries, and other hardware to Black Swan (the "Product Services" and, together with the Brand Services, the "MyDx Services"). The total consideration to the Company from Black Swan in exchange for the grant of the MyDx License and the MyDx Services is $78,880, paid as follows:

(a) $15,000 within thirty (30) calendar days of the signing of the SAAS Agreement; and

(b) Each of (i) $14,940 every six months for the Company's cartridges, (ii) $25,0000 for the Eco Smart Pens, and (iii) $23,940 for the batteries shall be paid by Black Swan within thirty calendar days of the Company providing an invoice for such hardware to Black Swan.

The term of the SAAS Agreement shall be three years from the Effective Date (the "Term"). The Company shall have the right, in its sole discretion, to terminate the SAAS Agreement if Black Swan does not order and pay for at least 6,000 cartridges every six months at a cost of $2.49 per cartridge ($14,940 in total every six months).

During the Term of the SAAS Agreement and for the five (5) years thereafter, Black Swan shall not manufacture, market, or sell any products utilizing the MyDx License and the MyDx Services without the prior written consent of the Company. If Black Swan breaches its obligations under the non-compete section set forth in the SAAS Agreement, Black Swan shall pay the Company $200 per day as liquidated damages for each day Black Swan continues to, without the prior written consent of the Company, manufacture, market, or sell any products utilizing the MyDx License and the MyDx Services.

Advertising Broker & Services Agreement with Cellsius Technology Inc.

On June 9, 2017 (the "Closing Date"), the Company entered into an Advertising Broker & Services Agreement (the "Advertising Agreement") with Cellsius Technology Inc., a Canadian corporation ("Cellsius"). Pursuant to the terms of the Advertising Agreement, the Company engaged Cellsius to provide the following services (collectively (a) through (e) below, the "Services"):

(a) Execute on a product marketing and advertising plan leveraging radio campaigns across Ontario and Vancouver, premium super boards across Toronto, a Popular Lifestyle Magazine in Toronto as well as streaming television to market the company's MyDx handheld chemical analyzer across Canada.

(b) To assist the Company with respect to online and offline marketing and advertising campaigns, including social media, which may be suitable for the Company and the advertising of its business, with a particular focus on the Company's product marketing and go to market initiatives;

(c) To develop a strategy for the Company with respect to securing new subscribers and or sales for products and/or services which may be offered by the Company, including effective means for securing new customers through targeted product landing pages and the "double opt-in" consent process;

(d) As directed and thereby approved by the Company, to use the Cost Retainer (as defined in the Advertising Agreement) funds in order to purchase and pursue online and or offline marketing and advertising campaigns, in order to secure new subscribers and or sales for products and/or services which may be offered by the Company and as defined therein; and

(e) As requested by the Company, to provide introductions to third-party service providers, including other niche advertising agencies, consultants, internet search engine operators and programmers. In connection with the foregoing, the Company acknowledges and agrees that: it will retain the ultimate responsibility for developing and maintaining any relationships which may arise from the introductions provided by Cellsius from the introduction.

The Advertising Agreement is effective as of the Closing Date and shall continue in effect until the date that is one (1) year thereafter unless terminated earlier in accordance with the terms of the Advertising Agreement. In addition to the foregoing, the Advertising Agreement will automatically renew and continue for a rolling period of one month unless terminated by either party upon fifteen business days' prior written notice.

In exchange for the Services, the Company agrees to pay Cellsius cash in the aggregate amount of $37,000 payable to Cellsius. In the event that the Advertising Agreement is terminated for any reason (including, but not limited to, termination by the Company for any violation or alleged violation of the Advertising Agreement by Cellsius), the Company agrees to pay Cellsius, within three business days of such termination, one lump sum payment as detailed in the Advertising Agreement.

Within two business days of execution of this Agreement, the Company shall tender payment (the "Investment Shares") equal to 75,000,000 shares of the Company's restricted common stock. The Investment Shares once issued and tendered (and physically received by the Cellsius) shall be irrevocable and considered earned, due, and payable to the Cellsius, without any security interest, liens, claims, or other encumbrances. Notwithstanding the Company shall reserve the right to redeem the Investment Shares in whole, in the event all payments due under the Cost Retainer (as defined in the Advertising Agreement) and cash compensation are received on time or no later than within ten days of the due date.

Item 1.01 of this Current Report on Form 8-K contains only a brief description of the material terms of each of the SAAS Agreement and the Advertising Agreement and does not purport to be a complete description of the rights and obligations of the parties thereunder, and such descriptions are qualified in their entirety by reference to the documents. A copy of each of the SAAS Agreement and the Advertising Agreement are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K.

Item 3.02 Unregistered Sales of Equity Securities.

Item 1.01 above is hereby incorporated by reference.

The Investment Shares were not registered under the Securities Act of 1933, as amended (the "Securities Act"). The Investment Shares qualified for exemption under Section 4(a)(2) of the Securities Act since the issuance of the Investment Shares by us did not involve a public offering. The offering was not a "public offering" as defined in Section 4(a)(2) due to the insubstantial number of persons involved in the deal, size of the offering, manner of the offering and number of securities offered. We did not undertake an offering in which we sold a high number of securities to a high number of investors. In addition, the holder of the Investment Shares had the necessary investment intent as required by Section 4(a)(2) of the Securities Act as the investor agreed to and received the Investment Shares bearing a legend stating that such Investment Shares are restricted pursuant to Rule 144 of the Securities Act. This restriction ensures that the Investment Shares would not be immediately redistributed into the market and therefore not be part of a "public offering." Based on an analysis of the above factors, we have met the requirements to qualify for exemption under Section 4(a)(2) of the Securities Act.

Item 8.01 Other Events.

Termination of ANP Technologies License Agreement

On October 4, 2016, the Company entered into a One-Time, Non-Exclusive Resale License Agreement with ANP Technologies ("ANP"), pursuant to which ANP was required to provide 10,000 units of ANP's product. On June 9, 2017, the Company and ANP terminated the License Agreement.

MOU with Risk Management Solutions Company

On June 1, 2017, the Company and a risk management solutions company (the "MOU Counterparty") entered into a non-binding Memorandum of Understanding (the "MOU"). The MOU calls for the Company and the MOU Counterparty to enter into a definitive agreement whereby the Company will share its data with the MOU Counterparty. This data consists of user feedback and chemical profile comparisons generated by consumers' use of the MyDx® portable analyzer in combination with the CannaDx™ sensor. The MOU Counterparty will be provided a limited license to the data to create a co-branded MyDx/ MOU Counterparty report concerning cannabis chemical analysis to be released for sale in 2017.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	MYDX360 SAAS Ecosystem License and Services Agreement, dated June 12, 2017
10.2	Advertising Broker & Services Agreement, dated June 9, 2017

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MyDx, Inc.

Date: June 15, 2017

By: /s/ Daniel Yazbeck
Daniel Yazbeck
Chief Executive Officer

Exhibit 10.1

MYDX360 SAAS ECOSYSTEM
LICENSE AND SERVICES AGREEMENT

This License and Services Agreement, dated this 12th day of June, 2017 (the "Agreement"), is by and between MyDx, Inc., a Nevada corporation having its principal office 6335 Ferris Square Suite B, San Diego, CA 92121 (hereinafter, the "Licensor") and Black Swan, LLC, a limited liability company having its principal office at 3651 Lindell Road, Las Vegas, NV 89103 (hereinafter, the "Licensee"). The Licensor and Licensee are sometimes referred to individually, as a "Party" and collectively, as the "Parties."

RECITALS

WHEREAS, Licensor sells the MyDx® portable analyzer in combination with the CannaDx™ sensor (the sensor is placed in the analyzer) which allows cannabis users to provide feedback as to various side effects to the cannabis strain being analyzed by the MyDx® portable analyzer in combination with the CannaDx™ sensor and compares such feedback to the chemical profile found in the specific cannabis strain;

WHEREAS, Licensor is engaged in providing Software as a Service for its MYDX360 reporting and tracking platform of community driven data that stores the user feedback and chemical profile comparisons generated by consumers' use of the MyDx® portable analyzer in combination with the CannaDx™ sensor (the "Database");

WHEREAS, the Parties desire to enter into this Agreement to enable Licensor to grant to Licensee a non-exclusive limited license to: (i) access the Database (the "Access License"); and (ii) use the Licensor's "Powered by MyDx" trademark and the MyDx logo on Licensee's products (the "Brand License" and, together with the Access License, the "MyDx License");

WHEREAS, the Parties desire to enter into this Agreement to enable Licensor to: (i) provide to Licensee market research regarding the packaging of Licensee's products in coordination with the Licensee's objectives (the "Brand Services"); and (ii) deliver certain quantities of the Licensor's smart devices, cartridges, batteries, and other hardware to the Licensee (the "Product Services" and, together with the Brand Services, the "MyDx Services"); and

WHEREAS, the Parties agree that the MyDx License be granted and the MyDx Services be provided based upon the terms and conditions hereinafter set forth.

NOW, **THEREFORE**, in consideration of the premises and the mutual promises and covenants contained herein, the Parties hereby agree as follows:

ARTICLE 1: MYDX LICENSE

Section 1.1. The Licensor agrees to grant to the Licensee the Access License which shall consist of:

(a) access to the Database to enable Licensee to engage in formulation queries regarding the effects of having different amounts of terpene or other chemicals in cannabis strains;

(b) access to the Database's chemical profile library and related definitions;

(c) access to a list with the contact information and fee schedule of cannabis extractors with state licenses so that Licensee can submit the formulation query results to such licensed cannabis extractors. Such licensed extractor list may change and Licensor shall have no obligation to provide Licensee with an updated list; and

(d) access to the CannaDx™ mobile application to track feedback and reviews by up to 20,000 users of Licensee's products.

Section 1.2. The Licensor agrees to grant to the Licensee the Brand License which shall consist of the Licensee being required, for the entirety of the term of this Agreement, to use the "Powered by MyDx" trademark and the MyDx logo on all of Licensee's products in accordance with the instructions on "Exhibit A" attached hereto.

ARTICLE 2: MYDX SERVICES

Section 2.1. The Licensor will provide the Brand Services.

Section 2.2. The Licensor will provide the Product Services which shall consist of:

(a) Licensor providing annual MyDx360 SAAS Premium Subscription at a cost of $15,000 per annum

(b) Licensor providing 6,000 Cartridges every six months to the Licensee at a cost of $2.49 per Cartridge ($14,940 in total every six months). It shall be a requirement of this Agreement that Licensee order 6,000 Cartridges from Licensor every six months;

(c) Licensor providing 1,000 Eco Smart Pens to the Licensee, when available, over the three-year term of this Agreement at a cost of $25 per Eco Smart Pen ($25,000 in total); and

(d) Licensor providing 6,000 batteries to the Licensee over the three-year term of this Agreement at a cost of $3.99 per battery ($23,940 in total).

ARTICLE 3: LICENSE AND SERVICES CONSIDERATION

Section 3.1. The total consideration for the provision of the grant of the MyDx License and the provision of the MyDx Services by the Licensor will be $78,880 that Licensee will pay to Licensor as follows:

(a) $15,000 within thirty (30) calendar days of the signing of this Agreement; and

(b) Each of the $14,940 every six months for the Cartridges, $25,0000 for the Eco Smart Pens, and the $23,940 for the batteries shall be paid by Licensee within thirty (30) calendar days of Licensor invoice for such hardware to Licensee.

Section 3.2. Please refer to the Premium column in the MyDx360 Subscription Pricing & Services table attached hereto as “Exhibit B.”

ARTICLE 4: INDEMNIFICATION

Section 4.1. Licensee shall at all times during the term of this Agreement and thereafter, indemnify, defend and hold the Licensor, its directors, officers, employees, agents, representatives and inventors harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of any loss or damage resulting from: (a) the use of the MyDx License or MyDx Services; (b) the sale by Licensee of any products containing any substance listed in 21 CFR 1308.11 (Schedule I Controlled Substances as designated by the U.S. Drug Enforcement Administration); or (c) arising from any obligation of Licensee hereunder, which loss or damage is the result of the action or omission on the part of Licensee, its directors, officers, employees, agents and representatives. The rights and obligations of this section 4.1 shall survive termination or expiration of this Agreement. Notwithstanding the foregoing, each of the Licensor, its directors, officers, employees, agents, representatives and inventors shall not be entitled to indemnification for any claim, liability, loss, cost, damage, or expenses to the extent caused by its or their own fraud or willful misconduct.

ARTICLE 5: TERM

Section 5.1. The term of this Agreement shall be three (3) years. Licensor shall have the right, in its sole discretion, to terminate this Agreement if Licensee does not order and pay for at least 6,000 Cartridges every six months at a cost of $2.49 per Cartridge ($14,940 in total every six months).

ARTICLE 6: MISCELLANEOUS

Section 6.1. Disclaimer of Warranty. The information in the Database is meant for Licensee's general use only and is not intended to help diagnose, cure, treat, or prevent any disease or provide medical advice. Licensor provides no warranty or guarantee as to the accuracy of the information in the Database and Licensee shall make no claims, implicitly or explicitly, as to the treatment efficacy of Licensee's products due to Licensee's use of the Database. The information in the Database is provided on an "as is" basis and Licensor disclaims all other representations or warranties of any kind, express, implied or statutory, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

Section 6.2. Licensee and Cannabis Extractor Relationship. Licensor shall not be and shall not be considered a third-party beneficiary of any cannabis product manufacturing relationship between the Licensee and a licensed cannabis extractor.

Section 6.3. Consumer Products Only. Licensee shall use the MyDx License and the MyDx Services to manufacture, market, and sell consumer products exclusively. Licensee is hereby expressly prohibited from using the MyDx License and the MyDx Services for "Business to Business" products.

Section 6.4 Non-Compete. During the term of this Agreement and for the five (5) years thereafter, Licensee shall not manufacture, market, or sell any products utilizing the MyDx License and the MyDx Services without the prior written consent of the Licensor. If Licensee breaches its obligations in this Section 6.4, Licensee shall pay Licensor $200 per day as liquidated damage for each day Licensee continues to, without the prior written consent of the Licensor, manufacture, market, or sell any products utilizing the MyDx License and the MyDx Services. The Parties agree that quantifying losses arising from Licensee's breaches of its obligations in this Section 6.4 is inherently difficult as such products will serve to lessen the value of the Licensor's product and services, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience in the cannabis industry and given the nature of the losses that may result from delay. This provision shall [shall not] apply in the event of concurrent delay or delay caused by a third-party. The parties further agree that this liquidated damages provision shall not apply in the event Seller's delay causes Buyer to lose a sale on an existing contract."

Section 6.5 Confidentiality. The MyDx License and the MyDx Services together with all other data and materials supplied by Licensor to Licensee pursuant to this Agreement are the property and confidential and proprietary trade secrets of the Licensor and remain so even after delivery to the Licensee. Licensee shall advise all their employees, agents or contractors that they are bound by the confidentiality terms of this Agreement. Further, each Party agrees that during the performance of this Agreement it may receive information relating to the other party that is not generally known or that is of a proprietary nature ("Confidential Information"). Each Party agrees not to use or disclose any Confidential Information except for the purpose of meeting its obligations under this Agreement, and will not use Confidential Information for any other purpose whatsoever. Confidential Information shall not include any information that is (a) generally known or available to the public; (b) already known at the time of receiving the Confidential Information through no wrongful act of the other party; (c) furnished by a third party with the right to do so; or (d) independently developed. In the event that either Party is required to disclose Confidential Information relating to the other party to a court or government agency, it shall, prior to disclosure, and as soon as practicable, notify the other party and allow it an adequate opportunity to object to the disclosure order or take other action to preserve the confidentiality of the information. Licensee acknowledges that the MyDx License and the MyDx Services are unique and valuable and have been developed or otherwise acquired by Licensor at great expense, and that any unauthorized disclosure or use of the MyDx License and the MyDx Service would cause Licensor irreparable injury and loss, for which damages would be an inadequate remedy.

Section 6.6 Governing Law and Arbitration. Any controversy or dispute arising out of this Agreement, the interpretation of any of the provisions hereof or the action or inaction of any Party hereunder shall be submitted to arbitration in San Diego, California, before the American Arbitration Association under the commercial arbitration rules of such Association. Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award so obtained may be entered in any court having jurisdiction thereof. To the fullest extent permitted by law, no action at law or in equity based upon any claim arising out of or related to this Agreement instituted in any court by any party except: (i) an action to compel arbitration pursuant to this Section 6.6, (ii) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section 6.6, or (iii) an action for injunctive relief when and if such relief is appropriate under the terms of this Section 6.6.

Section 6.7. Entire Agreement. The Parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the Parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the Parties hereto.

Section 6.8. Assignability. This Agreement is not assignable by either Party without the prior written consent of the other Party. For the avoidance of doubt, this Agreement shall terminate, if the term has not yet expired, upon dissolution of Licensee.

Section 6.9. Severability. The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

Section 6.10. Notices. All notices, requests, demands and other communications required or permitted pursuant to this Agreement will be made in writing and will be deemed to have been duly given and effective: (i) on the date of delivery, if delivered personally; (ii) on the earlier of the fourth (4th) day after mailing or the date of the return receipt acknowledgement, if mailed, postage prepaid, by certified or registered mail, return receipt requested; or (iii) on the date of transmission, if sent by facsimile or email.

If to Licensor, then to :

MyDx, Inc.
Attn: Daniel Yazbeck
6335 Ferris Square Suite B
San Diego, CA 92121
800.814.4550

If to Licensee, then to :

Black Swan, LLC
Attn: Jeffrey Lau

or to such other person or address as the Parties shall furnish to each other in writing in accordance with this section.

Section 6.11. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 6.12. Facsimile and Scanned Execution. Receipt by either Party of a counterpart of this Agreement manually signed and then scanned electronically and emailed to the other Party or manually signed and then sent by facsimile transmission to the other Party shall, for all purposes, be deemed to be an original counterpart with the same force and effect as the manually signed counterpart from which it was electronically reproduced.

Section 6.13. Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and will not constitute a part hereof.

MyDx, Inc. (Licensor)	Black Swan, LLC (Licensee)
By: Daniel Yazbeck Title: CEO	By: Jeffrey Lau Title: Operations Executive

Exhibit A – Use of Trademarks

"Powered by MyDx"

Exhibit B – Pricing

MyDx360: Subscription Pricing & Services

	Non-Member	Standard	Premium
Annual Service Fees	N/A	Set-up Fee: $10k Min Order Value: $12.5k	Set-up Fee: $15k Min Order Value: $20k
Formula Access	Limited	Yes	Yes
Formula Customization	No	Yes, change up to 5 cannabinoids and terpenes	Yes, change the formula as necessary
Flavors	No	Yes	Yes
Value Added Features	No	Pay per Use	Pay per Use
Oil Cartridge Pricing	$3.49 per unit Min 1,000 order	1 — 1,000: $349/ unit 1,001 — 5,000: $2.99/ unit 5,001+: $2.49/ unit	Branded Cartridge 5,001+: $2.49/ unit
Premium Battery	$3.99	$3.99	$3.99
SAAS Ecosystem	No	Yes	Yes

Pricing Subject to Change

Exhibit 10.2

ADVERTISING BROKER & SERVICES AGREEMENT

THIS ADVERTISING BROKEaR AND SERVICES AGREEMENT (including all Schedules hereto, this "**Agreement**") is entered into as of the 09 day of June, 2017

BETWEEN:

MyDX, Inc. having an address at 6335 Ferris Square Suite B, San Diego, CA 92121 USA (the "**Company**")

\- and –

Cellsius Technology Inc., having an address at 9251 Yonge St. Suite 271 Richmond Hill, ON L4C9T3 (the "**Consultant**")

IN CONSIDERATION of the mutual conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1
THE SERVICES

The Company hereby engages the Consultant to provide the following services (collectively, the " **Services**") upon the terms and conditions set forth herein:

(a) To assist the Company with respect to online and offline marketing and advertising campaigns, including social media, which may be suitable for the Company and the advertising of its business, with a particular focus on the Company's product marketing and go to market initiatives.

(b) To develop a strategy for the Company with respect to securing new subscribers and or sales for products and/or services which may be offered by the Company, including effective means for securing new customers through targeted product landing pages and the "double opt-in" consent process.

(c) As directed and thereby approved by the Company, to use the Cost Retainer funds in order to purchase and pursue online and/or offline marketing and advertising campaigns, in order to secure new subscribers and or sales for products and/or services which may be offered by the Company and as defined herein in Appendix "A".

(d) As requested by the Company, to provide introductions to third-party service providers, including other niche advertising agencies, consultants, internet search engine operators and programmers. In connection with the foregoing, the Company acknowledges and agrees that: it will retain the ultimate responsibility for developing and maintaining any relationships which may arise from the introductions provided by the Consultant from the introduction.

Unless otherwise agreed to in writing by the parties, the Consultant shall not expend more than a total of two hundred (200) hours (the "**Performance Threshold Amount**") on providing the Services during the term of this Agreement. The Consultant shall: (i) be solely responsible for maintaining a record of all hours expended providing the Services hereunder (the aggregate number of hours expended by the Consultant performing the Services at any time shall be referred to herein as the "**Service Hours**"); and (ii) provide reasonable notice to the Company if and when the Service Hours approach the Performance Threshold Amount.

ARTICLE 2
COSTS RETAINER

The Company shall initially be required to make payments in US Dollars as follows:

Upon execution of this agreement, the company will pay an initial cash payment equal to USD $35,000 (Thirty Five Thousand Dollars).

Additionally, on June 23, 2017 USD $35,000 and the balance owed equal to $152,000 will be payable on or before July 23, 2017 for a total amount paid for Cost Retainer and Compensation equal to $222,000.

The initial Cost Retainer will be One Hundred and Eighty Five Thousand dollars ($185,000) and thereafter the Company may, in its sole discretion, transfer to the Consultant (via a bank account designated by the Consultant) an amount of up to $500,000) (such transferred amount being referred to herein as the **"Cost Retainer")** for the primary purpose of providing the Consultant with the funds necessary to pay Vendors and perform certain Services. Except as provided in Article 8, the Consultant shall only be permitted to direct funds pursuant to Appendix "A" from the Cost Retainer or otherwise with electronic consent from the Company.

ARTICLE 3
COMPENSATION

The Company agrees to pay the Consultant the following amounts as compensation (collectively, the " **Compensation**") for the provision of the Services:

(a) Cash in the aggregate amount of Thirty Seven Thousand Dollars ($37,000) (the **"Initial Contract Amount**") payable to the Consultant (payment being referred to herein as an "**Installment Payment**"). In the event that this Agreement is terminated for any reason (including, but not limited to, termination by the Company for any violation or alleged violation of this Agreement by the Consultant), the Company agrees to pay to the Consultant, within three (3) business days of such termination, one lump sum payment in the amount which is equal to the Contract Amount less the aggregate of all Installment Payments made by the Company to the Consultant up to the date of such termination. The Company further acknowledges and agrees that: (i) in order to provide the Services effectively, the Consultant must incur significant upfront costs and expenses; and (ii) the Contract Amount is intended to, among other things, reimburse the Consultant for such upfront costs and expenses notwithstanding the fact that the Contract Amount is payable to the Consultant over the term of this Agreement. For greater certainty, this paragraph (a) of Article 3 shall survive termination of this Agreement.

(b) In the event that the Company and the Consultant agree in writing that the Consultant shall provide the Services in excess of the Performance Threshold Amount, then, in addition to the Contract Amount, the Company shall pay to the Consultant (i) an hourly fee of two hundred dollars ($200) per hour for each hour of work performing the Services above the Performance Threshold Amount which may be requested by the Company and (ii) Twenty Percent (20%) for all advertising secured and approved by the Company. Any amounts owing to the Consultant under this paragraph (b) shall be paid immediately upon receipt by the Company of an invoice with respect thereto.

Any applicable taxes payable by Company to Consultant shall be in addition to the expenses and the Compensation otherwise payable hereunder. Once any amount representing the Compensation has been paid to the Consultant, such amount shall be irrevocable, non-assessable and considered earned, due and payable to the Consultant without any interests, liens, claims or other encumbrances regardless of any event.

ARTICLE 4
ISSUANCE OF SECURITIES

The Company agrees to pay the Consultant the following amounts as investment compensation (collectively, the **"Investment Shares")** as follows:

Within Two business days of execution of this Agreement, the Company shall tender payment (herein referred to as **"Investment Shares")** equal to Seventy Five Million shares of the Company's restricted common stock traded under the ticker symbol MYDX. The Investment Shares once issued and tendered (and physically received by the Consultant) shall be irrevocable and considered earned, due, and payable to the Consultant, without any security interest, liens, claims, or other encumbrances. The Investment Shares shall be issued pursuant to a valid Board of Directors resolution. Consultant does not offer refunds subsequent to commencing performance under this Agreement. Notwithstanding the Company shall reserve the right to redeem the Investment Shares (herein referred to as **"Call Option")** in whole, in the event all payments due on the Cost Retainer and Cash Compensation are received on time or no later than within Ten days of the due date as defined above. For avoidance of doubt, in the event a payment is not made within the Ten day grace period, of ANY scheduled payment due date, the Company's Call Option will expire and the Company shall have no right to redeem the Company common stock regardless of any event. Any remaining balance due under the Cost Retainer and Cash Compensation shall immediately be due and owing and there shall be no right of setoff of any kind with the Investment Shares.

The Securities have been, or will be, duly and validly authorized, validly issued, fully paid and non assessable and on the date of issuance of the Shares upon payment therefore, and if registered pursuant to the Securities Act and resold pursuant to an effective registration statement will be free trading and unrestricted, free and clear of all liens.

The Company has filed all reports required to be filed by it under the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the twelve months preceding the date hereof (or such shorter period as the Company was required by law to file such reports) (the foregoing materials, as finally amended being collectively referred to herein as the **"SEC Reports"**) on a timely basis or has timely filed a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports, as amended, complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the Commission promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except to the extent that such SEC Reports may have been subsequently amended or supplemented to correct such misstatement or omission or to correct information relating to the Company's internal controls. The SEC Reports (including any amendments thereto or Reports filed after the date hereof) and their exhibits are incorporated by reference herein.

The Company and the Consultant agree that the Securities may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of the Securities other than pursuant to an effective registration statement, to the Company, to an affiliate of a Consultant or in connection with a pledge the Company may require the transferor thereof to provide to the Company with an opinion of counsel selected by the transferor, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Shares under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement.

Certificates evidencing the Shares will contain substantially the following legend, until such time as such securities are sold pursuant to an exemption from the Securities Act registration requirements:

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT'), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THESE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT SECURED BY SUCH SECURITIES.

ARTICLE 5
TERM

This Agreement is effective as of date and year first written above and shall continue in effect until the date that is one (1) year thereafter unless terminated earlier in accordance with Article 12 hereof. In addition to the foregoing, this Agreement will automatically renew and continue for a rolling period of one (1) month unless terminated by either party upon fifteen (15) business days' prior written notice.

ARTICLE 6
INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant acknowledges and agrees that it is an independent consultant and is not an employee, servant, agent, partner, joint venture or dependent consultant of the Company. The Company shall determine the scope of the Services to be performed by the Consultant as set out in Article 1 but the Consultant shall determine the manner and means (including the legal means) by which it provides the Services. Subject to the understanding that the Consultant will perform the Services in an orderly, competent and skilful manner and in a manner that will promote and not harm the Company's interests, and except as provided in this Agreement, the Consultant has the right to control and direct the performance of the Services including, among other things, the location and time at which the Services are performed. The Consultant acknowledges and agrees that neither it nor any of its employees, shareholders, principals, subcontracts or agents are to be treated as, or deemed to be, an employee of the Company for any purposes.

ARTICLE 7
NON-EXCLUSIVE SERVICE

The Consultant and the Company agree that during the period that the Consultant is providing the Services to the Company, the Consultant shall be entitled to provide services to any other person, firm or corporation.

ARTICLE 8
EXPENSES

The Company shall be liable to the Consultant for any expenses paid or incurred by the Consultant in connection with providing the Services, provided that any expense in excess of the Cost Retainer shall be approved in advance by the Company via electronic communication. The Consultant shall have the right to deduct any expenses incurred hereunder from the Cost Retainer and, more specifically, to withdraw the corresponding funds for such expenses from the bank account in which the Cost Retainer has been deposited.

ARTICLE 9
EMPLOYEES OF CONSULTANT

The Consultant shall ensure that any of its employees who are assigned to assist in the performance of the Services have such qualifications, skills and experience as are reasonably necessary to enable the Consultant to perform the Services in accordance with this Agreement.

The Consultant shall be solely responsible for paying any amounts payable to its employees in connection with the Services.

ARTICLE 10
CONFIDENTIALITY

The Consultant agrees that, unless otherwise notified in writing by the Company, the Consultant shall hold in confidence and keep confidential all data, information, documents, correspondence or other material provided by the Company to the Consultant hereunder.

ARTICLE 11
REPRESENTATIONS AND WARRANTIES

The Company represents and warrants to Consultant that:

(a) The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated herein and otherwise to carry out its obligations hereunder, subject to consents and waiver of anti dilution provisions of various existing shareholders. The execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated thereby have been duly authorized by the Board of Directors and all necessary corporate action on the part of the Company and no further action is required by the Company in connection therewith. This Agreement has been duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies, or (ii) laws relating to the availability of specific performance, injunctive relief or other equitable principles of general application. The Company is duly incorporated or otherwise organized, validly existing and in good standing under the laws of the State of Nevada, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is not in any material violation of any of the provisions of its certificate of incorporation, bylaws or other organizational or charter documents.; and

(b) all data, information, documents, correspondence or other material provided by the Company to the Consultant is (and shall be) factually accurate and not misleading and shall be reviewed and approved by the Company prior to any publication thereof in connection with the provision of the Services.

The Company further acknowledges and agrees that the Consultant is (and shall be) relying on the accuracy of all such data, information, documents, correspondence or other material in providing the Services

The Consultant represents and warrants to the Company that:

(a) the Consultant has knowledge of, and is experienced in, providing the Services; and

(b) the Consultant shall, to the best of its ability, render the Services in a timely and professional manner consistent with industry standards.

ARTICLE 12
TERMINATION

Either party may terminate this Agreement prior to its expiration by giving thirty (30) business days written notice to the other of its intent to so terminate. During the thirty (30) business day period after such notice is sent, the parties shall continue to act toward each other in good faith. In addition, either party may terminate this Agreement on the grounds of material violation of this Agreement by the other party; provided that prior to such termination for material violation, the non-violating party shall provide notice thereof to the violating party and the violating party shall have ten (10) business days to cure the alleged violation. If the violation described in the immediately preceding sentence remains uncured following the noted ten (10) business day cure period, then the non-violating party may terminate this Agreement immediately by providing written notice to the violating party. Notwithstanding any other provision of this Agreement, the Company shall remain liable to the Consultant for all fees and expenses incurred by the Consultant hereunder up to and including the date of termination.

ARTICLE 13
DELAY IN PERFORMANCE

Neither party shall be considered in breach of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. Should such circumstances occur, then the non-performing party shall, within a reasonable amount of time, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance. The Consultant shall be granted a reasonable extension of time for any delay in its performance of the Services caused by any such circumstances.

ARTICLE 14
NO AUTHORITY TO BIND THE COMPANY

The Consultant has no authority to enter into contracts or agreements on behalf of the Company. This Agreement does not create a partnership between the parties.

ARTICLE 15
INDEMNITY

Without limiting any other clause of this Agreement, either party (the "**Indemnifying Party**") shall indemnify and hold harmless the other party (the "**Indemnified Party**") against any claim, demand, action, cause of action, or other demand, by any third party, including the employees, servants and agents of either party, for any alleged loss, liability, damage or expense arising or in any way related or otherwise connected to this Agreement. For greater certainty, the Indemnifying Party agrees to reimburse the Indemnified Party for any and all expenses (including, without limitation, legal fees) incurred by the Indemnified Party in connection with investigating, preparing to defend or defending, or otherwise being involved in any claim, demand, action, cause of action or other demand by any third party or relating, directly or indirectly, to this Agreement.

ARTICLE 16
LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, including Article 15, the maximum amount of liability of the Consultant under this Agreement shall be limited to the Contract Amount.

ARTICLE 17
NO WARRANTY

The Company hereby acknowledges and agrees that the Consultant makes no warranty of any kind, either express or implied, with respect to the results which may be obtained from the provision of the Services (including, without limitation, the number of new subscribers for products and/or services which may be offered by the Company).

ARTICLE 18
NON WAIVER

The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

ARTICLE 19
ASSIGNMENT

In its discretion, the Consultant may assign its rights or obligations under this Agreement without the prior written consent of the Company.

ARTICLE 20
ENTIRE AGREEMENT

This Agreement, including the Schedules hereto, sets forth the entire agreement between the parties and it may not be changed or modified orally. This Agreement may be supplanted, amended, modified or revised only in writing, duly executed by each of the parties.

ARTICLE 21
NOTICES

Where the Company or the Consultant is required to give notice to the other under this Agreement, such notice shall be in writing, and shall be delivered to the other party: (i) by registered mail or by national courier (such as FedEx, Purolator or UPS) at applicable address set forth above; or (ii) by email at the applicable email address set forth below.

Email: legal@mycellsius.com & Daniel@cdxlife.com

ARTICLE 22
INTERPRETATION

Headings in this Agreement are included for convenience and are not to be construed as forming part of this Agreement. In this Agreement, the word "it" may be used to refer to an individual and when so used, includes all genders.

ARTICLE 23
SEVERABILITY

If any clause hereof shall be held to be unenforceable, that clause shall be severed from this Agreement and the remaining clauses shall remain in full force and effect.

ARTICLE 24
LAW

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

ARTICLE 25
DISPUTE RESOLUTION

The parties agree that, prior to seeking recourse to arbitration, any disputes arising hereunder shall, to the extent possible, be resolved by the following representatives of each of the parties: Daniel Yazbeck shall be the representative for the Company and Rahul Mahale, Account Representative, shall be the representative for the Consultant. To the extent such representatives are unable to resolve the dispute within twenty (20) days following the referral, the dispute will be submitted to binding arbitration in accordance with the provisions of the *Arbitration Act, 1991* (Ontario). The arbitration shall be settled by one (1) arbitrator in the City of Toronto, Ontario. The arbitral award shall be final and binding on the parties with no rights of appeal.

ARTICLE 26
CURRENCY

Unless otherwise indicated, all monetary amounts referred to in this Agreement are in the lawful money of the United States of America.

ARTICLE 27
CONTRA PROFERENTUM

Each party acknowledges that it and its legal counsel have reviewed and participated in negotiating the terms of this Agreement, and the parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of this Agreement.

ARTICLE 28
COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which may be delivered to the other party by email and each of which will constitute an original thereof. All counterparts together shall constitute one agreement.

ARTICLE 29
INDEPENDENT LEGAL ADVICE

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, IT HAS HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE, AND FURTHER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

[Signature Page Follows]

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

MYDX INC.	**Cellsius Technology Inc.**
/s/ Daniel R. Yazbeck	
Chief Executive Officer Authorized Signing Officer	Authorized Signing Officer
Name: Daniel R. Yazbeck	Name: Rahul Mahale
Email: Daniel@cdxlife.com	Email: Rahul@mycellsius.com

PRODUCT MARKETING & ADVERTISNG
SCHEDULE "A"

RADIO (3 **STATIONS ONTARIO)**

NEWSTALK 1010
40 x 30 sec spots
Reaches 866,803 people weekly

TSN RADIO (1050 CHUM)
40 x 30 sec spots
1050 CHUM reaches 444,346 people weekly

Z103.5
50 x 30 sec spots (Popular Top 40 station)

RADIO (2 **STATIONS VANCOUVER)**

QMFM 103.5
40 x 30 sec spots
Reached 1,405,602 people weekly in its full coverage area.

TSN RADIO AM 1040/ AM 1410
40 x 30 sec spots
40 spots on both stations combined 80 spots
AM 1040 is the flagship sports station in Vancouver that is local sports (Canadian) and AM 1410 syndicates a lot of US sports radio shows.
TSN 1040 reaches 315, 361 people weekly and AM1040 reaches 251, 555 listeners weekly.

Market: Toronto/Vancouver

BILLBOARDS (GTA)

9 premium super boards across Toronto including 1 on Gardiner Expressway.

MAGAZINE

TORONTO LIFE (Popular Lifestyle Magazine) 90,000 + circulation
Full page color in Toronto Life

STREAMING TELEVISION

(CP24.com, BNN.com, TSN.ca, toronto.CTVnews.ca)
(300,000 + weekly impressions)

Total: $185,000 USD