

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **June 30, 2018**

Commission File Number: **000-55596**

MyDx, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of
incorporation or organization)

99-0384160

(I.R.S. Employer
Identification No.)

**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)

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
(Do not check if a smaller reporting company)		Emerging Growth Company	<input checked="" type="checkbox"/>

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No .

Number of shares of common stock outstanding as of August 14, 2018 was 3,877,641,423.

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PART I - FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

MyDx, Inc.
Condensed Consolidated Balance Sheets
(unaudited)

	<u>June 30,</u> <u>2018</u>	<u>December 31,</u> <u>2017</u>
ASSETS		
Current assets:		
Cash	\$ 41,889	\$ 119,028
Inventory	163,734	180,503
Prepaid expenses and other current assets	4,526	821
Total current assets	<u>210,149</u>	<u>300,352</u>
Tooling in process	173,854	-
Property and equipment, net	32,838	66,832
Other assets	23,983	32,580
Total assets	<u>\$ 440,824</u>	<u>\$ 399,764</u>
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Accounts payable	\$ 1,650,327	\$ 1,293,443
Customer deposits	18,431	20,107
Accrued liabilities	565,036	454,413
Current portion of leases payable	2,756	2,756
Due to related party	151,075	46,075
Convertible notes payable, current, net of debt discount	265,750	295,750
Derivative liability	1,626,216	2,596,005
Total current liabilities	<u>4,279,591</u>	<u>4,708,549</u>
Customer deposits	8,087	8,954
Total liabilities	<u>4,287,678</u>	<u>4,717,503</u>
Redeemable Series B Preferred stock, \$0.001 par value; 300,000 shares authorized 107,000 and 296,700 shares issued and outstanding as of June 30, 2018 and December 31, 2017, respectively	2,033,000	5,637,300
Commitments and contingencies		
Stockholders' deficit:		
Series A Preferred stock, \$0.001 par value; 51 shares authorized 51 and 51 shares issued and outstanding as of June 30, 2018 and December 31, 2017, respectively	-	-
Common stock, \$0.001 par value, 10,000,000,000 shares authorized; 3,849,270,211 and 1,859,397,541 shares issued and outstanding as of June 30, 2018 and December 31, 2017, respectively	3,849,270	1,859,397
Additional paid-in capital	21,834,253	19,818,536
Accumulated deficit	<u>(31,563,377)</u>	<u>(31,632,972)</u>
Total stockholders' deficit	<u>(5,879,854)</u>	<u>(9,955,039)</u>
Total liabilities and stockholders' deficit	<u>\$ 440,824</u>	<u>\$ 399,764</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

MyDx, Inc.
Condensed Consolidated Statements of Operations
(unaudited)

	For the Three Months Ended		For the Six Months Ended	
	June 30,		June 30,	
	2018	2017	2018	2017
Sales				
Product revenue	\$ 84,061	\$ 119,661	\$ 150,905	\$ 197,680
Product service revenue	6,122	6,149	11,577	13,521
Licensing revenue	3,641	-	7,771	-
Total sales	93,824	125,810	170,253	211,201
Cost of goods sold				
Product costs	35,762	27,187	62,100	61,035
Total cost of sales	35,762	27,187	62,100	61,035
Gross profit	58,062	98,623	108,153	150,166
Operating Expenses				
Research and development	39,218	27,724	272,308	48,007
Sales and marketing	58,872	476,347	111,125	673,393
General and administrative	312,282	303,587	557,929	864,614
Total operating expenses	410,372	807,658	941,362	1,586,014
Loss from operations	(352,310)	(709,035)	(833,209)	(1,435,848)
Other income (expense)				
Interest expense, net	(7,951)	(13,282)	(16,702)	(283,288)
Change in fair value of derivative liability	(327,117)	3,711,673	1,191,940	119,842
Derivative expense	(127,513)	(228,249)	(281,515)	(866,431)
Gain (loss) on settlement of debt	-	71,701	4,500	198,261
Gain on forfeiture of technology transfer deposit	-	135,000	-	135,000
Gain on extinguishment of debt	4,581	-	4,581	-
Total Other income (expense)	(458,000)	3,676,843	902,804	(696,616)
Income (loss) before provision for income taxes	(810,310)	2,967,808	69,595	(2,132,464)
Provision for income taxes				
Net income (loss)	\$ (810,310)	\$ 2,967,808	\$ 69,595	\$ (2,132,464)
Income (loss) per share				
Basic	\$ (0.00)	\$ 0.00	\$ 0.00	\$ (0.00)
Diluted	\$ (0.00)	\$ 0.00	\$ 0.00	\$ (0.00)
Weighted average common shares outstanding - basic	3,007,985,341	1,574,702,974	2,452,630,014	1,348,619,233
Weighted average common shares outstanding - diluted	3,007,985,341	5,038,598,230	3,999,109,821	1,348,619,233

The accompanying notes are an integral part of these condensed consolidated financial statements.

MyDx, Inc.
Condensed Consolidated Statements of Cash Flows
(unaudited)

	For the Six Months Ended	
	June 30,	
	2018	2017
Cash flows from operating activities:		
Net income (loss)	\$ 69,595	\$ (2,132,464)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	33,994	40,114
Common stock issued in exchange for services	245,750	473,800
Change in fair value of derivative liability	(1,191,940)	(119,842)
Derivative expense	281,515	866,431
Gain on settlement of accrued payroll	-	(44,005)
Gain on settlement of vendor liabilities	(4,500)	(154,255)
Stock based compensation	1,971	247,420
Loss on extinguishment of debt	(4,581)	-
Bad debt expense	-	-
Interest expense related to amortization of debt issuance costs and debt discount	-	260,420
Changes in assets and liabilities:		
Inventory	16,769	(7,917)
Prepaid expenses and other assets	18,178	33,227
Accounts payable and accrued liabilities	492,284	357,103
Customer deposits	2,680	-
Long term obligations	-	(10,312)
Current portion leases payable	-	(742)
Net cash provided by (used in) operating activities	<u>(38,285)</u>	<u>(191,022)</u>
Cash flows from investing activity:		
Tooling in process	(173,854)	-
Net cash used in investing activity	<u>(173,854)</u>	<u>-</u>
Cash flows from financing activities:		
Proceeds from the issuance of common stock	-	245,500
Proceeds from due to related party	105,000	135,000
Repayment of related party loans	-	(20,000)
Proceeds from the issuance of convertible notes payable, net of issuance costs	30,000	-
Repayments on asset based loans	-	(99,429)
Net cash provided by financing activities	<u>135,000</u>	<u>261,071</u>
Net change in cash	(77,139)	70,049
Cash, beginning of period	119,028	38,203
Cash, end of period	<u>\$ 41,889</u>	<u>\$ 108,252</u>
Supplemental cash flow information:		
Interest paid	\$ -	\$ 12,023
Taxes paid	\$ -	\$ -
Supplemental disclosure of non-cash investing and financing activities:		
Settlement of debt with convertible note	\$ 60,000	\$ 535,288
Common stock issued for settlement of vendor liabilities	<u>\$ 25,500</u>	<u>\$ -</u>
Conversion of convertible debt to common stock	<u>114,783</u>	<u>472,223</u>
Conversion of convertible preferred stock to common stock	<u>\$ 3,604,300</u>	<u>\$ -</u>
Derivative cease to exist upon conversion of notes	<u>\$ -</u>	<u>\$ 1,656,420</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

MyDx, INC.
Notes to Condensed Consolidated Financial Statements
(UNAUDITED)

1. Organization

MyDx, Inc. (the “Company”, “we”, “us”, “MyDx”, or “our”) (formerly known as Brista Corp.) was incorporated under the laws of the State of Nevada on December 20, 2012. The Company’s wholly owned subsidiary, CDx, Inc., was incorporated under the laws of the State of Delaware on September 16, 2013.

2. Nature of Business

MyDx is a science and technology company that develops and deploys products and services in the following focus areas:

- 1) **Consumer Products** – smart devices and consumables
- 2) **Data Analytics** – pre-clinical chemical analysis and patient feedback ecosystem
- 3) **Biopharmaceuticals** – identifying ‘green Active Pharmaceutical IngredientsTM, (gAPITM) and corresponding formulations
- 4) **Software as a Service (SaaS)** – Software services for prescribers, patient groups, cultivators, and regulators

We are committed to addressing areas of critical national need to promote public safety, transparency and regulation in the various markets we serve.

The Company’s first product, MyDx[®], also known as “My Diagnostic”, is a patented multiuse hand-held chemical analyzer made for consumers and professional users which feeds our data analytics platform and SaaS business. MyDx is intended to allow consumers to Trust & Verify[®] what they put into their mind and body by using our science and technology to test for pesticides in food, chemicals in water, toxins in the air, and the safety and potency of cannabis samples, which is our initial focus.

3. Going Concern

The Company has adopted ASU No. 2014-15, “*Presentation of Financial Statements—Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern* (“ASU 2014-15”).

The Company’s condensed consolidated financial statements have been prepared assuming it will continue as a going concern, which contemplates continuity of operations, realization of assets, and liquidation of liabilities in the normal course of business.

As reflected in the condensed consolidated Financial Statements, the Company had an accumulated deficit at June 30, 2018 and a net cash used in operating activities for the six months ended June 30, 2018. These factors raise substantial doubt about the Company’s ability to continue as a going concern.

The Company is attempting to further implement its business plan and generate sufficient revenues; however, its cash position may not be sufficient to support its daily operations. The Company has a limited operating history and its prospects are subject to risks, expenses and uncertainties frequently encountered by early-stage companies. These risks include, but are not limited to, the uncertainty of availability of financing and the uncertainty of achieving future profitability. Management anticipates that the Company will be dependent, for the near future, on investment capital to fund operating expenses. The Company intends to position itself so that it may be able to raise funds through the capital markets. There can be no assurance that such financing will be available at terms acceptable to the Company, if at all. Failure to generate sufficient cash flows from operations, raise capital or reduce certain discretionary spending could have a material adverse effect on the Company’s ability to achieve its intended business objectives. We reported negative cash flow from operations for the six months ended June 30, 2018. It is anticipated that we will continue to report negative operating cash flow in future periods, likely until one or more of our products generates sufficient revenue to cover our operating expenses. If any of the warrants are exercised, all net proceeds of the warrant exercise will be used for working capital to fund negative operating cash flow.

Our cash balance of \$41,889 at June 30, 2018 will not be sufficient to fund our operations for the next 12 months. Additionally, if we are unable to generate sufficient revenues to pay our expenses, we will need to raise additional funds to continue our operations. We have historically financed our operations through private equity and debt financings. We do not have any commitments for financing at this time, and financing may not be available to us on favorable terms, if at all. If we are unable to obtain debt or equity financing in amounts sufficient to fund our operations, if necessary, we will be forced to suspend or curtail our operations. In that event, current stockholders would likely experience a loss of most or all of their investment. Additional funding that we do obtain may be dilutive to the interests of existing stockholders.

The condensed consolidated financial statements do not include any adjustments related to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

4. Summary of Significant Accounting Policies

Basis of Presentation - Unaudited Interim Financial Information

The accompanying unaudited interim condensed consolidated financial statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) for interim financial information, and in accordance with the rules and regulations of the United States Securities and Exchange Commission (the “SEC”) with respect to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. The unaudited interim condensed consolidated financial statements furnished reflect all adjustments (consisting of normal recurring adjustments) which are, in the opinion of management, necessary for a fair statement of the results for the interim periods presented. Interim results are not necessarily indicative of the results for the full year. These unaudited interim condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto contained in the Company’s annual report on Form 10-K for the year ended December 31, 2017.

Use of Estimates

The preparation of the consolidated finance statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the condensed consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting period. Such management estimates include allowance for doubtful accounts, estimates of product returns, warranty expense, inventory valuation, valuation allowances of deferred taxes, stock-based compensation expenses and fair value of warrants and derivatives. The Company bases its estimates on historical experience and on assumptions that it believes are reasonable. The Company assesses these estimates on a regular basis; however, actual results could materially differ from those estimates.

Concentration of Risk Related to Third-party Suppliers

We depend on a limited number of third-party suppliers for the materials and components required to manufacture our products. A delay or interruption by our suppliers may harm our business, results of operations, and financial condition, and could also adversely affect our future profit margins. In addition, the lead time needed to establish a relationship with a new supplier can be lengthy, and we may experience delays in meeting demand in the event we must change or add new suppliers. Our dependence on our suppliers exposes us to numerous risks, including but not limited to the following: our suppliers may cease or reduce production or deliveries, raise prices, or renegotiate terms; we may be unable to locate a suitable replacement supplier on acceptable terms or on a timely basis, or at all; and delays caused by supply issues may harm our reputation, frustrate our customers, and cause them to turn to our competitors for future needs.

Fair Value of Financial Instruments

The Company recognizes and discloses the fair value of its assets and liabilities using a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to valuations based upon unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to valuations based upon unobservable inputs that are significant to the valuation (Level 3 measurements). Each level of input has different levels of subjectivity and difficulty involved in determining fair value.

- Level 1 Inputs are unadjusted, quoted prices for identical assets or liabilities in active markets at the measurable date.
- Level 2 Inputs, other than quoted prices included in Level 1, that are observable for the asset or liability through corroboration with market data at the measurement date.
- Level 3 Unobservable inputs that reflect management’s best estimate of what participants would use in pricing the asset or liability at the measurement date.

The carrying amounts of the Company’s financial assets and liabilities, including cash, accounts receivable, accounts payable, and accrued liabilities approximate fair value because of the short maturity of these instruments. The carrying value of the Company’s loan payable and convertible notes payable approximates fair value based upon borrowing rates currently available to the Company for loans with similar terms.

Business Segments

ASC 280 defines operating segments as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performances. Currently, ASC 280 has no effect on the Company's condensed consolidated financial statements as substantially all of the Company's operations are conducted in one industry segment.

Cash

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents. As of June 30, 2018 and December 31, 2017, the Company held no cash equivalents.

The Company's policy is to place its cash with high credit quality financial instruments and institutions and limit the amounts invested with any one financial institution or in any type of instrument. Deposits held with banks may exceed the amount of insurance provided on such deposits. The Company has not experienced any losses on its deposits of cash.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are recorded at the invoiced amount and are not interest bearing. The Company maintains an allowance for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. The Company makes ongoing assumptions relating to the collectability of its accounts receivable in its calculation of the allowance for doubtful accounts. In determining the amount of the allowance, the Company makes judgments about the creditworthiness of customers based on ongoing credit evaluations and assesses current economic trends affecting its customers that might impact the level of credit losses in the future and result in different rates of bad debts than previously seen. The Company also considers its historical level of credit losses. As of June 30, 2018 and December 31, 2017, there was an allowance for doubtful accounts of \$27,851 and \$27,851 respectively.

During the six months ended June 30, 2018 the Company recorded a bad debt expense of \$0.

Inventory

Inventory is stated at the lower of cost or market value. Inventory is determined to be salable based on demand forecast within a specific time horizon, generally eighteen months or less. Inventory in excess of salable amounts and inventory which is considered obsolete based upon changes in existing technology is written off. At the point of recognition, a new lower cost basis for that inventory is established and subsequent changes in facts and circumstances do not result in the restoration or increase in that new cost basis.

Property and Equipment

Property and equipment are recorded at cost, less accumulated depreciation and amortization. Depreciation and amortization are provided using the straight-line method over the useful life as follows:

Internal-use software	3 years
Equipment	3 to 5 years
Computer equipment	3 to 7 years
Furniture and fixtures	5 to 7 years
Leasehold improvements	Shorter of life of asset or lease

Accounting for Website Development Costs

The Company capitalizes certain external and internal costs, including internal payroll costs, incurred in connection with the development of its website. These costs are capitalized beginning when the Company has entered the application development stage and cease when the project is substantially complete and is ready for its intended use. The website development costs are amortized using the straight-line method over the estimated useful life of three years.

Impairment of Long-Lived Assets

Long-lived assets, such as property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. Assets to be disposed of would be separately presented in the balance sheets and reported at the lower of the carrying amount or fair value less costs to sell, and no longer depreciated. The assets and liabilities of a disposed group classified as held for sale would be presented separately in the appropriate asset and liability sections of the balance sheets.

Debt Discount and Debt Issuance Costs

Debt discounts and debt issuance costs incurred in connection with the issuance of debt are capitalized and amortized to interest expense based on the related debt agreements using the straight-line method. Unamortized discounts are netted against long-term debt.

Derivative Liability

In accordance with Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) Paragraph 815-15-25-1 the conversion feature and certain other features are considered embedded derivative instruments, such as a conversion reset provision, a penalty provision and redemption option, which are to be recorded at their fair value as its fair value can be separated from the convertible note and its conversion is independent of the underlying note value. The Company records the resulting discount on debt related to the conversion features at initial transaction and amortizes the discount using the effective interest rate method over the life of the debt instruments. The conversion liability is then marked to market each reporting period with the resulting gains or losses shown in the statements of operations.

In circumstances where the embedded conversion option in a convertible instrument is required to be bifurcated and there are also other embedded derivative instruments in the convertible instrument that are required to be bifurcated, the bifurcated derivative instruments are accounted for as a single, compound derivative instrument.

The Company follows ASC Section 815-40-15 (“Section 815-40-15”) to determine whether an instrument (or an embedded feature) is indexed to the Company’s own stock. Section 815-40-15 provides that an entity should use a two-step approach to evaluate whether an equity-linked financial instrument (or embedded feature) is indexed to its own stock, including evaluating the instrument’s contingent exercise and settlement provisions. The adoption of Section 815-40-15 has affected the accounting for (i) certain freestanding warrants that contain exercise price adjustment features and (ii) convertible bonds issued by foreign subsidiaries with a strike price denominated in a foreign currency.

The Company evaluates its convertible debt, options, warrants or other contracts, if any, to determine if those contracts or embedded components of those contracts qualify as derivatives to be separately accounted for in accordance with paragraph 810-10-05-4 and Section 815-40-25 of the FASB Accounting Standards Codification. The result of this accounting treatment is that the fair value of the embedded derivative is marked-to-market each balance sheet date and recorded as either an asset or a liability. In the event that the fair value is recorded as a liability, the change in fair value is recorded in the consolidated statement of operations as other income or expense. Upon conversion, exercise or cancellation of a derivative instrument, the instrument is marked to fair value at the date of conversion, exercise or cancellation and then that the related fair value is reclassified to equity.

The Company utilizes the binomial option pricing model to compute the fair value of the derivative and to mark to market the fair value of the derivative at each balance sheet date. The binomial option pricing model includes subjective input assumptions that can materially affect the fair value estimates. The expected volatility is estimated based on the most recent historical period of time equal to the remaining contractual term of the instrument granted.

Revenue Recognition

The Company adopted ASC 606 effective January 1, 2018 using the modified retrospective method which would require a cumulative effect adjustment for initially applying the new revenue standard as an adjustment to the opening balance of retained earnings and the comparative information would not require to be restated and continue to be reported under the accounting standards in effect for those periods.

Based on the Company’s analysis the Company did not identify a cumulative effect adjustment for initially applying the new revenue standards. The Company principally generates revenue through providing product, services and licensing revenue.

The adoption of ASC 606 represents a change in accounting principle that will more closely align revenue recognition with the delivery of the Company’s services and will provide financial statement readers with enhanced disclosures. In accordance with ASC 606, revenue is recognized when a customer obtains control of promised services. The amount of revenue recognized reflects the consideration to which the Company expects to be entitled to receive in exchange for these services. To achieve this core principle, the Company applies the following five steps:

1) Identify the contract with a customer

A contract with a customer exists when (i) the Company enters into an enforceable contract with a customer that defines each party’s rights regarding the services to be transferred and identifies the payment terms related to these services, (ii) the contract has commercial substance and, (iii) the Company determines that collection of substantially all consideration for services that are transferred is probable based on the customer’s intent and ability to pay the promised consideration. The Company applies judgment in determining the customer’s ability and intention to pay, which is based on a variety of factors including the customer’s historical payment experience or, in the case of a new customer, published credit and financial information pertaining to the customer.

2) *Identify the performance obligations in the contract*

Performance obligations promised in a contract are identified based on the services that will be transferred to the customer that are both capable of being distinct, whereby the customer can benefit from the service either on its own or together with other resources that are readily available from third parties or from the Company, and are distinct in the context of the contract, whereby the transfer of the services is separately identifiable from other promises in the contract. To the extent a contract includes multiple promised services, the Company must apply judgment to determine whether promised services are capable of being distinct and distinct in the context of the contract. If these criteria are not met the promised services are accounted for as a combined performance obligation.

3) *Determine the transaction price*

The transaction price is determined based on the consideration to which the Company will be entitled in exchange for transferring services to the customer. To the extent the transaction price includes variable consideration, the Company estimates the amount of variable consideration that should be included in the transaction price utilizing either the expected value method or the most likely amount method depending on the nature of the variable consideration. Variable consideration is included in the transaction price if, in the Company's judgment, it is probable that a significant future reversal of cumulative revenue under the contract will not occur. None of the Company's contracts as of June 30, 2018 contained a significant financing component. Determining the transaction price requires significant judgment, which is discussed by revenue category in further detail below.

4) *Allocate the transaction price to performance obligations in the contract*

If the contract contains a single performance obligation, the entire transaction price is allocated to the single performance obligation. However, if a series of distinct services that are substantially the same qualifies as a single performance obligation in a contract with variable consideration, the Company must determine if the variable consideration is attributable to the entire contract or to a specific part of the contract. For example, a bonus or penalty may be associated with one or more, but not all, distinct services promised in a series of distinct services that forms part of a single performance obligation. Contracts that contain multiple performance obligations require an allocation of the transaction price to each performance obligation based on a relative standalone selling price basis unless the transaction price is variable and meets the criteria to be allocated entirely to a performance obligation or to a distinct service that forms part of a single performance obligation. The Company determines standalone selling price based on the price at which the performance obligation is sold separately. If the standalone selling price is not observable through past transactions, the Company estimates the standalone selling price taking into account available information such as market conditions and internally approved pricing guidelines related to the performance obligations.

5) *Recognize revenue when or as the Company satisfies a performance obligation*

The Company satisfies performance obligations either over time or at a point in time. Revenue is recognized at the time the related performance obligation is satisfied by transferring a promised service to a customer.

Product revenue

Revenue from multiple-element arrangements is allocated among separate elements based on their estimated sales prices, provided the elements have value on a stand-alone basis.

Licensing revenue

Some of the Company's revenues are generated from software-as-a-service ("SaaS") subscription offerings and related product support and maintenance. SaaS revenues stem mainly from annual subscriptions and are recorded evenly over the term of the subscription. Any customer payments received in advance are deferred until they are earned. Consulting and training revenues are recognized as work is performed.

Product Returns

For any product in its original, undamaged and unmarked condition, with its included accessories and packaging along with the original receipt (or gift receipt) within 30 days of the date the customer receives the product, the Company will exchange it or offer a refund based upon the original payment method.

Customer Deposits

The Company accounts for funds received from crowdfunding campaigns and pre-sales as a liability on the consolidated balance sheets as the investments made entitle the investor to apply these funds towards future shipments once the product has been developed and available for commercial use.

Research and Development Costs

Research and development costs are charged to expense as incurred. These costs consist primarily of salaries and direct payroll-related costs. It also includes purchased materials and services provided by independent contractors, software developed by other companies and incorporated into or used in the development of our final products. Research and development expenses for the six months ended June 30, 2018 and 2017 were \$272,308 and \$48,007, respectively.

Advertising Costs

Advertising costs are charged to sales and marketing expenses and general and administrative expenses as incurred. Advertising expenses, which are recorded in sales and marketing and general and administrative expenses, totaled \$111,125 and \$673,393 for the six months ended June 30, 2018 and 2017, respectively.

Stock-Based Compensation

The Company accounts for stock-based compensation in accordance with ASC Topic 718, “*Compensation – Stock Compensation*” (“ASC 718”) which establishes financial accounting and reporting standards for stock-based employee compensation. It defines a fair value based method of accounting for an employee stock option or similar equity instrument. Accordingly, stock-based compensation is recognized in the consolidated statements of operations as an operating expense over the requisite service period. The Company uses the Black-Scholes option pricing model adjusted for the estimated forfeiture rate for the respective grant to determine the estimated fair value of stock-based compensation arrangements on the date of grant and expenses this value ratably over the requisite service period of the stock option. The Black-Scholes option pricing model requires the input of highly subjective assumptions. Because the Company’s stock options have characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimate, in management’s opinion, the existing models may not provide a reliable single measure of the fair value of the Company’s stock options. In addition, management will continue to assess the assumptions and methodologies used to calculate estimated fair value of stock-based compensation. Circumstances may change and additional data may become available over time, which could result in changes to these assumptions and methodologies for future grants, and which could materially impact the Company’s fair value determination.

The Company accounts for share-based payments to non-employees in accordance with ASC 505-50 “*Equity Based Payments to Non-Employees*”. If the equity instrument is a stock option, the Company uses the Black-Scholes option pricing model to determine the fair value. Assumptions used to value the equity instruments are consistent with equity instruments issued to employees as the terms of the awards are similar. The Company recognizes the fair value of the equity instruments as expense over the term of the service agreement and revalues that fair value at each reporting period over the vesting periods of the equity instruments.

Warranty

The Company provides a limited warranty for its analyzers and sensors for a period of 1 year from the date of shipment that such goods will be free from material defects in material and workmanship. The Company has assessed the historical claims and, to date, warranty claims have not been significant. The Company will continue to assess the need to record a warranty accrual at the time of sale going forward.

Collaborative Arrangements

The Company and its collaborative partners are active participants in the collaborative arrangements and both parties are exposed to significant risks and rewards depending on the commercial success of the activity. The Company records all expenses related to collaborative arrangements as research and development expense in the consolidated statements of operations as incurred.

Earnings per Share

Earnings Per Share (“EPS”) is the amount of earnings attributable to each share of common stock. For convenience, the term is used to refer to either earnings or loss per share. EPS is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Pursuant to ASC Paragraphs 260-10-45-10 through 260-10-45-16 Basic EPS shall be computed by dividing income available to common stockholders (the numerator) by the weighted-average number of common shares outstanding (the denominator) during the period. The computation of diluted EPS is similar to the computation of basic EPS except that the denominator is increased to include the number of additional common shares that would have been outstanding if the dilutive potential common shares had been issued during the period to reflect the potential dilution that could occur from common shares issuable through contingent shares issuance arrangement, stock options or warrants.

Pursuant to ASC Paragraphs 260-10-45-45-21 through 260-10-45-45-23 Diluted EPS shall be based on the most advantageous conversion rate or exercise price from the standpoint of the security holder. The dilutive effect of outstanding convertible preferred stock, convertible payables, call options and warrants (and their equivalents) issued by the reporting entity shall be reflected in diluted EPS by application of the treasury stock method. Under the treasury stock method: a. Exercise of options and warrants shall be assumed at the beginning of the period (or at time of issuance, if later) and common shares shall be assumed to be issued. b. The proceeds from exercise shall be assumed to be used to purchase common stock at the average market price during the period. c. The incremental shares (the difference between the number of shares assumed issued and the number of shares assumed purchased) shall be included in the denominator of the diluted EPS computation. Pursuant to ASC Paragraphs 260-10-45-40 through 45-42 convertible securities shall be reflected in diluted EPS by application of the if-converted method. The convertible preferred stock or convertible debt shall be assumed to have been converted at the beginning of the period (or at time of issuance, if later). In applying the if-converted method, conversion shall not be assumed for purposes of computing diluted EPS if the effect would be anti-dilutive.

The following table provides a reconciliation of the numerator and denominator used in computing basic and diluted net income (loss) attributable to common stockholders per common share.

	<u>For the Three Months Ended</u>		<u>For the Six Months Ended</u>	
	<u>June 30,</u> <u>2018</u>	<u>June 30,</u> <u>2017</u>	<u>June 30,</u> <u>2018</u>	<u>June 30,</u> <u>2017</u>
Numerator:				
Net income/(loss) attributable to common stockholders	\$ (810,310)	\$ 2,967,808	\$ 69,595	\$ (2,132,464)
Effect of dilutive securities:				
Convertible note - Interest expense	-	18,379	-	-
Net change in derivative liabilities - convertible payables	-	4,306,970	-	-
Diluted net income (loss)	<u>\$ (810,310)</u>	<u>\$ 7,293,157</u>	<u>\$ 69,595</u>	<u>\$ (2,132,464)</u>
Denominator:				
Weighted average common shares outstanding - basic	3,007,985,341	1,574,702,974	2,452,630,014	1,348,619,233
Dilutive securities (a):				
Series A Preferred stock	-	51	51	-
Series B Preferred stock	-	3,000,000,000	1,070,000,000	-
Convertible notes payable	-	16,337,778	-	-
Convertible accounts payable	-	194,785,455	379,889,803	-
Options	-	-	-	-
Warrants	-	252,771,972	96,589,953	-
Weighted average common shares outstanding and assumed conversion - diluted	3,007,985,341	5,038,598,230	3,999,109,821	1,348,619,233
Basic net income (loss) per common share	<u>\$ (0.00)</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ (0.00)</u>
Diluted net income (loss) per common share	<u>\$ (0.00)</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ (0.00)</u>
(a) - Anti-dilutive options excluded:	<u>1,700,463,104</u>	<u>261,835,175</u>	<u>153,983,297</u>	<u>3,472,958,459</u>

The Company had the following common stock equivalents at June 30, 2018 and 2017:

	<u>June 30,</u> <u>2018</u>	<u>June 30,</u> <u>2017</u>
Series A Preferred stock	51	51
Series B Preferred stock	1,070,000,000	3,000,000,000
Convertible notes payable	144,915,652	16,337,778
Convertible accounts payable	379,889,803	194,785,455
Options	1,496,250	1,490,026
Warrants	104,161,788	260,345,149
Totals	<u>1,700,463,053</u>	<u>3,472,958,459</u>

There were approximately 1,855,927,821 potentially outstanding dilutive common shares for the period ended June 30, 2018. Since the Company incurred a net loss for the period ended June 30, 2017, the inclusion of any common stock equivalents would have been anti-dilutive.

Recent Accounting Guidance Adopted

In April 2016, the FASB issued ASU No. 2016-10, “*Revenue from Contracts with Customers: Identifying Performance Obligations and Licensing*” (topic 606). In March 2016, the FASB issued ASU No. 2016-08, “*Revenue from Contracts with Customers: Principal versus Agent Considerations (Reporting Revenue Gross versus Net)*” (topic 606). These amendments provide additional clarification and implementation guidance on the previously issued ASU 2014-09, “*Revenue from Contracts with Customers*”. The amendments in ASU 2016-10 provide clarifying guidance on materiality of performance obligations; evaluating distinct performance obligations; treatment of shipping and handling costs; and determining whether an entity’s promise to grant a license provides a customer with either a right to use an entity’s intellectual property or a right to access an entity’s intellectual property. The amendments in ASU 2016-08 clarify how an entity should identify the specified good or service for the principal versus agent evaluation and how it should apply the control principle to certain types of arrangements. The adoption of ASU 2016-10 and ASU 2016-08 is to coincide with an entity’s adoption of ASU 2014-09, which we adopted for interim and annual reporting periods beginning after December 15, 2017. The adoption of ASU 2016-10 had no material effect on its financial position or results of operations or cash flows.

In May 2016, the FASB issued ASU No. 2016-12, “*Revenue from Contracts with Customers (Topic 606): Narrow-Scope Improvements and Practical Expedients*”, which narrowly amended the revenue recognition guidance regarding collectability, noncash consideration, presentation of sales tax and transition and is effective during the same period as ASU 2014-09. The adoption of ASU 2016-12 had no material effect on its financial position or results of operations or cash flows.

Management does not believe that any recently issued, but not yet effective accounting pronouncements, when adopted, will have a material effect on the accompanying condensed consolidated financial statements.

5. Inventory

Inventory as of June 30, 2018 and December 31, 2017 is as follows:

	June 30, 2018	December 31, 2017
Finished goods	\$ 14,992	\$ 49,889
Raw materials	148,742	130,614
	<u>\$ 163,734</u>	<u>\$ 180,503</u>

6. Debt

Convertible Notes

The following table shows the outstanding balance as of June 30, 2018 and December 31, 2017 respectively.

	June 30, 2018	December 31, 2017
Convertible Note - February 6, 2017	<u>265,750</u>	<u>295,750</u>
Total	<u>\$ 265,750</u>	<u>\$ 295,750</u>

During the six months ended June 30, 2018 Hasfer, Inc and Carte Blanche, LLC entered into a note purchase agreement. Hasfer assigned \$60,000 to Carte Blanche, LLC. The Company received additional proceeds of \$30,000.

During the six months ended June 30, 2018 the lenders converted \$60,000 of the outstanding principal into 26,086,956 shares of the Company’s common stock. This resulted in a gain on extinguishment of debt of \$4,581.

Due to related party

On May 16, 2018, the Company’s officer made non-interest bearing loans of \$75,000 to the Company in the form of cash. The loan is due on demand and unsecured.

On May 22, 2018, the Company’s officer made non-interest bearing loans of \$30,000 to the Company in the form of cash. The loan is due on demand and unsecured.

As of June 30, 2018 and December 31, 2017, the Company is reflecting a liability of \$151,075, and \$46,075, respectively.

7. Derivative Liabilities

The Company has identified derivative instruments arising from embedded conversion features in the Company's convertible notes payable and accounts payable at June 30, 2018.

The following summarizes the Binomial-lattice model assumptions used to estimate the fair value of the derivative liability and warrant liability at the date of issuance and for the convertible notes converted during the six months ended June 30, 2018.

	<u>Low</u>	<u>High</u>
Annual dividend rate	0%	0%
Expected life in years	0.25	1.00
Risk-free interest rate	1.78%	2.35%
Expected volatility	116%	182%

Risk-free interest rate: The Company uses the risk-free interest rate of a U.S. Treasury Note with a similar term on the date of the grant.

Dividend yield: The Company uses a 0% expected dividend yield as the Company has not paid dividends to date and does not anticipate declaring dividends in the near future.

Volatility: The volatility was estimated using the historical volatilities of the Company's common stock.

Remaining term: The Company's remaining term is based on the remaining contractual maturity of the convertible notes payable and accounts payable.

The following are the changes in the derivative liabilities during the six months ended June 30, 2018.

	<u>Six Months Ended June 30, 2018</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Derivative liabilities as January 1, 2018	\$ -	\$ -	\$ 2,596,005
Addition	-	-	281,515
Conversions			(59,364)
Gain on changes in fair value	-	-	(1,191,940)
Derivative liabilities as June 30, 2018	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,626,216</u>

8. Stockholders' Deficit

Reverse Capitalization

Pursuant to the Merger Agreement, upon consummation of the Merger, each share of CDx's capital stock issued and outstanding immediately prior to the Merger was converted into the right to receive one (1) share of Company common stock, par value \$0.001 per share. Additionally, pursuant to the Merger Agreement, upon consummation of the Merger, the Company assumed all of CDx's options and warrants issued and outstanding immediately prior to the Merger, 6,069,960 and 7,571,395 shares of common stock, respectively.

Prior to and as a condition to the closing of the Merger, each then-current Company stockholder agreed to sell certain shares of common stock held by such holder to the Company and the then-current Company stockholders retained an aggregate of 1,990,637 shares of common stock.

Preferred Stock

On September 30, 2016, the Company filed a Certificate of Amendment to Articles of Incorporation with the Secretary of State of the State of Nevada to authorize for issuance ten million (10,000,000) shares of blank check preferred stock, par value \$0.001 ("Blank Check Preferred Stock") as included on Form 8-K filed with the SEC on October 4, 2016.

Series A Preferred Stock

As of June 30, 2018, and December 31, 2017, the Company has designated 51 shares of Series A Preferred Stock par value \$0.001 and 51 shares are issued and outstanding. The Series A Preferred Stock can convert into common stock at a 1:1 ratio. Each one (1) share of the Series A Preferred shall have voting rights equal to (x) 0.019607 multiplied by the total issued and outstanding shares of Common Stock eligible to vote at the time of the respective vote (the "Numerator"), divided by (y) 0.49, minus (z) the Numerator. For purposes of illustration only, if the total issued and outstanding shares of Common Stock eligible to vote at the time of the respective vote is 5,000,000, the voting rights of one share of the Series A Preferred Stock shall be equal to $102,036 (0.019607 \times 5,000,000) / 0.49 - (0.019607 \times 5,000,000) = 102,036$. On December 23, the 51 shares were issued to Mr. Yazbeck, the Company's sole officer and the sole member of the Board. Mr. Yazbeck, via his ownership of the 51 shares of the Series A Preferred, has control of the majority of the Company's voting stock.

Series B Preferred Stock

As of June 30, 2018, and December 31, 2017, the Company has designated 300,000 shares of Series B Preferred Stock par value \$0.001 and 107,000 and 296,700 shares, respectively, were issued and outstanding. The Series B Preferred is convertible into shares of Common Stock at a conversion price of \$0.0001. Holders of the Series B Preferred are entitled to receive dividends annually equal to \$0.10 for each share of Series B Preferred held. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of Series B Preferred then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders, before any payment shall be made to the holders of Common Stock. Until such time as there are fewer than 20,000 shares of Series B Preferred outstanding, the Company needs to obtain the majority votes of the holders of Series B Preferred with regard to certain actions. Holders of Series B Preferred shares are entitled to one vote for each share held, are entitled to elect up to two members to the Board, and, absent such election, are provided certain voting and veto rights with regard to any vote by the Board.

During the year ended December 31, 2017 an investor converted 3,300 Series B Preferred stock in to 33,000,000 shares of common stock.

During the six months ended June 30, 2018 investors converted 189,700 Series B Preferred stock in to 1,897,000,000 shares of common stock.

Common Stock

On September 30, 2016, the Company amended articles of incorporation to increase the number of authorized common shares to 10,000,000,000 as included on Form 8-K filed with the SEC on October 4, 2016.

On January 24, 2018, the Company issued 5,000,000 shares common stock to settle outstanding vendor liabilities of \$30,000. In connection with this transaction the Company also recorded a gain on settlement of vendor liabilities of \$4,500.

During the six months ended June 30, 2018, the Company issued 57,500,000 shares of common stock in exchange for services at a fair value of \$245,750.

During the six months ended June 30, 2018, the Company issued 4,285,714 shares of its restricted common stock to consultants in exchange for services at a fair value of \$13,286. These shares were recorded as common stock issued for prepaid services and will be expensed over the life of the consulting contract to share based payments. During the six months ended June 30, 2018 the Company recorded \$8,760 to share based payments.

Total stock-based compensation expense, for both employee and non-employee options, recognized by the Company for the six months ended June 30, 2018 was \$1,971. No tax benefits were recognized in the six months ended June 30, 2018.

9. Commitments and Contingencies

Distribution and License Agreement and Joint Development Agreements

The Company entered into a Distribution and License Agreement with a third-party for the purpose of developing a sensor array to be used in the Company's product. The Distribution and License Agreement has an initial term of ten years, but can be terminated earlier if the project does not meet the specifications of the Company. The Company will obtain exclusive rights to sell and distribute once a successful sensor prototype is developed. In exchange for a functional prototype, the Company will pay the third-party a 7% royalty on net sales. During the six months ended June 30, 2018, the Company did not incur any development costs related to the Distribution and License Agreement.

On November 1, 2013, the Company entered into a two-year Joint Development Agreement (the "Agreement") with an unrelated third-party to develop chemical sensors and peripheral sensing equipment and software for the detection and characterization of cannabis and compounds associated with cannabis.

The Agreement provides for, among other things, any arising intellectual property rights (as defined) outside of the field (as defined), and any arising intellectual property rights relating to improvements to detection materials shall belong to the Joint Venture Developer.

The Agreement also provides that any arising intellectual property rights other than those covered above shall belong to the Company. To the extent that it is necessary to do so to enable the Company to use and exploit its respective arising intellectual property rights, the Joint Developer grants the Company a perpetual, irrevocable, exclusive, and royalty free license (including the right to assign the license and to grant sub-licenses) to use and exploit the Joint Developer's arising intellectual property rights in the field. Under the terms of the Agreement, either party may cancel the Agreement as the specific tasks provided for in the Agreement have been completed or for causes specifically provided for in the Agreement.

On May 19, 2015, the Company entered into an Exclusive Patent Sublicense Agreement (the "License Agreement") with Next Dimension Technologies, Inc. ("NDT"). The License Agreement grants the Company a worldwide right to the patents licensed by NDT from the California Institute of Technology. The License Agreement grants both exclusive and non-exclusive patent rights. The license granted in the License Agreement permits the Company to make, have made, use, sell and offer for sale sublicensed products in the field of use. The License Agreement continues until the expiration, revocation, invalidation or enforceability of the rights licensed. The License Agreement provides for the payment of a license fee and royalty payments by CDx to NDT. The License Agreement also contains minimum royalty payments and milestone payments by CDx to NDT. NDT has a right to terminate the License Agreement in the event of an uncured breach by CDx; the insolvency or bankruptcy of CDx; or if CDx does not meet certain productivity milestones. The License Agreement also contains representations, warranties and indemnity obligations for each of CDx and NDT. In connection with the License Agreement, on May 19, 2015, CDx and NDT also executed an Amended Amendment No. 4 (the "Amended Amendment No. 4") to the Joint Development Agreement, dated as of November 1, 2013, between CDx and NDT, which extended the date of negotiation for the License Agreement through May 19, 2015.

On February 8, 2017, MyDx, Inc. entered into an option agreement (the "Option Agreement") with the Torque Research & Development, Inc. ("TRD"). The Option Agreement provides MyDx with the exclusive right to license two patent pending inventions (the "TRD Inventions"), and requires MyDx to make annual payments to TRD as well as royalty payments on any products that are commercialized which are based on the TRD Inventions. MyDx's rights under the Option Agreement require customary measures of performance on the part of MyDx in terms of patent cost maintenance and other payments of costs associated with the TRD Inventions. With respect to the Option Agreement, MyDx rights are broad in terms of the potential access MyDx has to use the TRD Inventions in products, and services and many of the key economic terms of a future license, should MyDx exercise its rights under the Option Agreement, are agreed to in the Option Agreement.

In addition to the Option Agreement with the TRD, on February 8, 2017, MyDx has entered into a research and development agreement (the "RD Agreement") with TRD for the Project titled "Manufacturable, Medical Grade Smart Vape Devices and Related Medical Software Applications for Prescribers, Administrators and Patient Applications." The RD Agreement allows MyDx to fund research based on the TRD Inventions with a three year budget of \$280,371 and a deferred payment of \$75,000 within ninety days of the Effective Date. The RD Agreement provides MyDx with an exclusive right to license all technology that is discovered from the monies funded to TRD through the RD Agreement (the "Derivative IP"). To the extent that MyDx exercises its rights under the RD Agreement, MyDx will be required to make customary annual payments to TRD, who shall be the owners of any Derivative IP, as well as royalty payments as any commercialization of such Derivative IP occurs. TRD may elect to accept payment in whole or in part in cash or the companies restricted common stock priced at the Effective Date. MyDx is currently in default on its payment obligations to Torque.

On January 26, 2018 the Company entered into a joint venture with Ganja Gold to form "NewCo". With the formation of NewCo, the intent is for the Parties to manufacture and distribute a new premium line of physiological based Vape formulations under Ganja Gold Vape Brand ("GGV Brand"). The GGV Brand will be powered by MYDX data and formulations utilizing the Eco Smart Pen Device under an exclusive license of MYDX Power Formulations. MyDx will have the option to acquire 50% of NewCo.

License and Distribution Agreement

On June 12, 2017, MyDx, Inc. (the "Company" or "Licensor") entered into a license and services agreement (the "License Agreement") with Black Swan, LLC (the "Licensee"). The Licensor agreed 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.

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

- (1) Licensor providing annual MyDx360 SAAS Premium Subscription at a cost of \$15,000 per annum
- (2) 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;
- (3) 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
- (4) 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).

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). As of August 10, 2018, the Company and Black Swan temporarily have no obligations to each other pursuant to the June 12, 2017 License Agreement pending the Company's release of the Eco Smart Pen.

On April 26, 2018, MyDx, Inc. (the "Company" or "Licensor") entered into a license and services agreement (the "License Agreement") with Humanity Holdings (the "Licensee"). The Licensor agreed to grant to the Licensee access to the MyDx360 platform. The Licensor agreed to issue the Licensee \$25,000 of shares on the 45th day anniversary of this agreement. These shares will vest with achievement-based milestones. As of the date of this filing these shares have not been issued. The Licensee will pay a support and service fee equal to 20% of net sales and a royalty of 30% of net sales. The term of this Agreement shall be two (2) years.

Marketing and Advertising Advisory Services Agreement

On April 5, 2016, the Company entered into a Marketing and Advertising Advisory Services Agreement (the "Agreement") with Growth Point Advisors, Ltd. ("Growth Point") for Growth Point to provide a comprehensive marketing, advertising and branding campaign for the Greater China Region on behalf of the Company's MyDx AquaDx sensor. The campaign shall include, but not be limited to, the development of both the front and back-end of an e-commerce web site targeting the Chinese audience as well as introductions to potential key personnel to launch and manage the campaign.

In consideration for the services described above, the Company shall pay Growth Point a monthly service fee of \$30,000. Should the Company fail to pay the monthly service fee, Growth Point shall have the right to convert the monthly service fee into the Company's common stock at a 50% discount of the lowest closing price of the Company's common stock for the 15 trading days upon send notice of non-payment to the Company.

On May 16, 2017, the Company terminated its Marketing and Advertising Advisory Services Agreement with Growth Point Advisors, Ltd. ("Growth Point") entered into in April 2016. Growth Point had been expected to provide a comprehensive marketing, advertising and branding campaign for the Greater China Region on behalf of the Company's MyDx AquaDx sensor. Growth Point failed to satisfy the agreed upon deliverables as stated in the agreement. As of the date of this filing the Company has not received communication from Growth Point.

On February 17, 2017 MyDx and Libre Design, LLC ("LDL") entered into a twelve (12) month Research, Branding, Advertising and Marketing Services Agreement ("Agency Agreement"). The Company agreed to pay deferred cash compensation as follows of three thousand dollars (\$3,000) upon execution and one thousand five hundred dollars (\$1,500) per month for a subsequent eleven (11) payments thereafter on or before the first (1st) of each month. In addition, Agency is entitled to receive sixty seven million shares of restricted common stock at a closing market price equal to \$0.0011.

On March 1st and 15th, 2017, MyDx, Inc. received a payment demand for the initial and subsequent payment of \$50,000 and \$25,000 per month respectively, exclusive of costs and other fees, due and owing under the BCI Advisors, LLC ("BCI") advisory services agreement (the "Advisory Services Agreement"). The Company elected in lieu of cash to pay in unrestricted common stock, registered in form S-8. The Company made an initial payment of seventy five million shares in partial satisfaction of the amount due and owing that does not exceed the Company's obligations under the Advisory Services Agreement to restrict BCI's beneficial ownership to 4.99%. Subsequent to June 30, 2018 this agreement was canceled.

On November 3, 2017 the Company and Phylos Bioscience, Inc. ("Phylos") entered into a License, Co-Marketing, and Data Sharing Agreement (the "Phylos Agreement"). Pursuant to the Phylos Agreement, the Company and Phylos each granted a non-exclusive license to the other party to access their data and use their trademarks and logo on marketing materials. Neither party paid cash or issued shares in connection with the Phylos Agreement. The license was the consideration given by each party. The term of the Phylos Agreement is five (5) years.

On February 1, 2018 MyDx and Erai Beckman entered into a twelve (12) month Scientific Research and Business Development Agreement. The Company agreed to pay \$15,000 in restricted common stock on the first day of each quarter. In addition, Erai Beckman was issued 2,500,000 shares of the Company's common stock on April 2, 2018.

On June 1, 2018 MyDx and Erai Beckman entered into a twelve (12) month Research, Manufacturing, Advertising and Marketing Services Agreement. The Company issued 25,000,000 of the Company's common as a signing bonus.

Litigation

In the normal course of business, the Company may be subject to legal proceedings, lawsuits and other claims. Although the ultimate aggregate amount of probable monetary liability or financial impact with respect to these matters is subject to many uncertainties and is therefore not predictable with assurance, the Company's management believes that any monetary liability or financial impact to the Company from these other matters, individually and in the aggregate, would not be material to the Company's financial condition, results of operations or cash flows.

However, there can be no assurance with respect to such result, and monetary liability or financial impact to the Company from these other matters could differ materially from those projected.

10. Subsequent Events

The Company has evaluated events that occurred subsequent to June 30, 2018 and through the date the financial statements were issued.

Subsequent to June 30, 2018, the Company issued 38,272 shares of the Company's Series B Preferred at a value of \$1.00 per Series B Preferred share to settle outstanding vendor liability. The Company also agreed to the assignment or issuance of three warrants giving the holder the right to purchase seven and one half percent (7.5%) of the Company's shares of common stock issued and outstanding at the time of exercise and having an exercise price of \$0.001 per share. This form of warrant is referred to herein as the "7.5% Warrant." The Company agreed to the assignment of one previously issued 7.5% Warrant to an entity related to BCI Advisors. This 7.5% Warrant expires on January 15, 2019. In addition, the Company also agreed to the assignment of another previously issued 7.5% Warrant to an entity related to BCI Advisors and agreed to extend the expiration date from March 1, 2019 to March 1, 2022. Finally, the Company agreed to issue a new 7.5% Warrant which will expire on January 15, 2022. Subsequent to June 30, 2018, the Company issued 45,355 shares of the Company's Series B Preferred at a value of \$1.00 per Series B Preferred share to settle outstanding vendor liability. The Company also agreed to issue a 7.5% Warrant with an expiration date of August 1, 2022.

Subsequent to June 30, 2018, the Company issued 16,250,000 shares of its restricted common stock to consultants in exchange for services.

Subsequent to June 30, 2018, the Company issued 12,121,212 shares of its restricted common stock to consultants in exchange for services.

Subsequent to June 30, 2018, the Company entered into a convertible note purchase agreement. The Company received additional proceeds of \$25,000.

MyDx, Inc. 2018 Stock Incentive Plan

On July 5, 2018, the Board approved the MyDx, Inc. 2018 Stock Incentive Plan (the "Plan"). Plan and declared it advisable and in the Company's best interests and directed that there be submitted to the holder of a majority of the Company's voting shares for action by written consent, the ratification of the Plan. On July 5, 2018, the majority stockholder approved and ratified the Plan via a written consent. No further vote of our stockholders is required. The Plan will become effective on or after August 13, 2018 (twenty (20) calendar days after the mailing of an information statement). The purpose of the Plan is to be able to continue to offer a competitive equity incentive program if to successfully attract, motivate and retain the most qualified candidates for all aspects of our business.

Under the Plan, the Board is authorized to sell or award up to 250,000,000 shares and/or options of Common Stock; provided, however, if the outstanding Common Stock shall be hereafter increased or decreased, or changed into or exchanged for a different number or kind of shares or other securities of the Company or of another corporation, by reason of a recapitalization, reclassification, reorganization, merger, consolidation, share exchange, or other business combination in which the Company is the surviving parent corporation, stock split-up, combination of shares, or dividend or other distribution payable in capital stock or rights to acquire capital stock, appropriate adjustment shall be made by the Board in the number and kind of shares which may be granted under the Plan. For example, in the event the Company effectuates a 1-for-10 forward split, the number of Shares that are authorized by and may be sold under the Plan shall be 25,000,000.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND PLAN OF OPERATIONS

The following discussion and analysis should be read in conjunction with, and is qualified in its entirety by, MyDx's audited annual financial statements and the related notes thereto as filed with the Securities and Exchange Commission ("SEC") on April 17, 2018. This discussion contains certain forward-looking statements that involve risks and uncertainties, as described under the heading "Forward-Looking Statements" in this quarterly report. This Quarterly Report contains forward-looking statements as that term is defined in the federal securities laws. The events described in forward-looking statements contained in this Quarterly Report may not occur. Generally, these statements relate to business plans or strategies, projected or anticipated benefits or other consequences of our plans or strategies, projected or anticipated benefits from acquisitions to be made by us, or projections involving anticipated revenues, earnings or other aspects of our operating results. The words "may," "will," "expect," "believe," "anticipate," "project," "plan," "intend," "estimate," and "continue," and their opposites and similar expressions, are intended to identify forward-looking statements. Actual results could differ materially from those projected in the forward-looking statements. For additional information regarding these risks and uncertainties, please see the disclosure under the heading "Risk Factors" elsewhere in this quarterly report.

We believe that our assumptions are based upon reasonable data derived from and known about our business and operations and the business and operations of the Company. No assurances are made that actual results of operations or the results of our future activities will not differ materially from its assumptions. Factors that could cause differences include, but are not limited to, expected market demand for the Company's products and services and competition.

Overview

MyDx is a science and technology company that develops and deploys products and services in the following focus areas:

- 1) **Consumer Products** – smart devices and consumables
- 2) **Data Analytics** – pre-clinical chemical analysis and patient feedback ecosystem
- 3) **Biopharmaceuticals** – identifying 'green Active Pharmaceutical IngredientsTM, (gAPITM) and corresponding formulations
- 4) **Software as a Service (SaaS)** – Software services for prescribers, patient groups, cultivators, and regulators

We are committed to addressing areas of critical national need to promote public safety, transparency and regulation in the various markets we serve.

The Company's first product, MyDx[®], also known as "My Diagnostic", is a multiuse hand-held chemical analyzer made for consumers and professional users which feeds our data analytics platform and SaaS business. MyDx is intended to allow consumers to Trust & Verify[®] what they put into their mind and body by using our science and technology to test for pesticides in food, chemicals in water, toxins in the air, and the safety and potency of cannabis samples, which is our initial focus.

MyDx, and its wholly owned subsidiary, CDx, have executed a four-year business plan. The Company has received cash investments of approximately \$8 million to date. In 2013, CDx was established with \$210,000 in seed funding and resource support from an entity affiliated with Mr. Yazbeck to secure strategic development partners and establish a market, product and initial IP portfolio. In 2014, CDx developed, protected, manufactured and marketed the beta version of its first product, the MyDx Analyzer, through a crowdfunding campaign that launched in January 2014 as well as a financing round where \$600,000 of shares of CDx, Inc. Series A Preferred Stock was sold through April 2014 and \$2 million in convertible notes were issued through September 2014. The Beta product was released in the first quarter of 2015, at which point \$4,800,000 of shares of Series B Preferred Stock in CDx, Inc. was sold followed by the completion of the Merger with MyDx, Inc., whose shares of common started to trade on the OTCQB marketplace. The official product was released in the third quarter of 2015 and the Company received an additional \$250,000 loan from the same entity affiliated with Mr. Yazbeck to help finance its operations in the fourth quarter. In 2016, we believe the Company continued to penetrate its market and increased brand recognition. Since the MyDx Analyzer's launch in 2015 it has generated over \$1.5M in revenues. In addition, in 2016, the Company launched additional products that tests for pesticides in food and chemicals in water and financed the Company's operations primarily through the issuance of convertible debt, the majority of which had been satisfied as of December 31, 2017.

Business Plan

The Company is currently focused on 4 key business segments to service the cannabis industry.

1. Consumer Products

Smart Devices & Consumables

1) CannaDx™

- The cannabis industry's first hand-held cannabis sensor and analyzer with disposable single use inserts.
- Comes with a mobile app that acts as a 'virtual budtender'.
- Analyzes cannabis sample and provides a Total Canna Profile™ (TCP), a more complete chemical profile to include THC and the most prevalent cannabinoids and terpenes found in cannabis plants.
- Cannabinoids such as THC and CBD have been reported to bind the CB1 and CB2 receptors found throughout the human body and have been reported to provide relief to an array of symptoms, including pain, nausea, and inflammation to name a few. Terpenes, which have been reported to compound the effects of cannabinoids on the body via an "Entourage Effect", are also important in determining the overall physiological effects various cannabis chemical profiles.
- Enables users to log their ailments and side effects and tie those back to the exact chemical profile.
- Provides strain recommendations based on desired "relief" input based on crowdsourced community feedback.

2) Eco Smart Pen™ and Other Delivery Devices

- MyDx plans to develop additional smart hardware that gather user data, such as the Eco Smart Pen. MyDx plans to release the Eco Smart Pen in the third quarter of 2018.
- Integrated with Bluetooth as well as other technologies that will allow for mobile-app control, dose restrictions, safety controls, and usage statistics.
- We plan to OEM these product to third-party customers.

3) MyDx Tablet Edition

- MyDx plans to develop the first touchscreen kitchen tablet in the market with integrated MyDx sensor reading capability.
- Sensor lineup to include OrganaDx, AquaDx, and AeroDx.
- Company plans to offer CannaDx data portal management ability in MyDx Tablet Edition.

MyDx plans to evaluate the 510K FDA device approval process to leverage its consumer products and the ability of insurance companies to support sales of its smart devices and generate HIPPA compliant crowdsourced data.

2. Data Analytics

Pre-Clinical Chemical Analysis and Patient Feedback Ecosystem.

MyDx has four classes of data and algorithms:

1) User Data

- When users download the CannaDx mobile app, we may ask them put in personal details such as gender, location, height, weight, age etc. that we maintain while complying with HIPAA.

2) Chemical Composition Data

- This information is sourced from a number of inputs including the CannaDx Handheld's Total Canna Profile (TCP), partner laboratories analyses, and branded pre-tested concentrates.

3) User Feedback

- Provided by users in our CannaDx mobile app as they try various products and record their experiences with those products.

4) Usage Statistics

- We plan to capture type, frequency, dosage, ailments relieved, and side effects.

MyDx plans to leverage this data, which combined is referred to as the Total Canna Profile™ (TCP), combined with our proprietary algorithms, to develop key insights into user behavior based on unique chemical profiles. Our goal is to track how a specific sample is expected to help relieve certain ailments and to validate the results.

3. Biopharmaceutical

Identifying 'green Active Pharmaceutical Ingredients'TM, (gAPITM) and corresponding formulations

1) Sale and License of Product Formulations

- MyDx plans to work with third party customers to license crowdsourced formulated chemical profiles that are expected to address a specific "relief" desired using its own proprietary formulas derived from our extensive dataset and algorithms.

2) Sale of green Active Pharmaceutical Ingredients (gAPITM)

- This division will also look to provide an organic source of extracted green Active Pharmaceutical Ingredients (gAPITM), such as a predefined terpene formulation, for consumer and industrial use.
- Given that certain classes of gAPI's such as hemp derived CBD and terpenes might offer "relief" without the "high" THC provides, MyDx intends to partner with leaders in the industry to offer branded products without THC, akin to a "virgin" cocktail, if it finds that these formulations offer the benefits desired and the legal framework to sell them is viable.

4. SaaS (Software as a Service)

Software services for prescribers, patient groups, cultivators, and regulators

1) MyDx App

- Available in iOS and Android and controls the MyDx Analyzer.
- Tracks patient tested samples and physiological feedback.
- Prints a Certificate of Analysis, which includes patient feedback.
- Offers patients groups and their doctors with OEM software to track what the community is experiencing.
- Centrally hosted in our secure cloud based server.
- Will offer in App purchases for additional software subscription features.

2) MYDX360

- MyDx360 is a Software As A Service (SAAS)-based community engagement platform designed to help entrepreneurs develop, launch and track the effects of new formulated products on consumers to help penetrate their target markets more effectively.
- As part of the service, companies will choose from among MyDx's many chemical formulations that best align with the physiological response its target demographic is seeking. From there, MyDx will outsource the delivery of those formulations through licensed concentrate manufacturing facilities and provide customer-engagement support via its SAAS platform and MyDx smart devices such as the EcoSmartPen to acquire and analyze user feedback.
- Collectively, this suite of services will be called MyDx360.

3) Software to Support Laboratory Marketing, Customer Service and Data Aggregation

- MyDx will offer what we believe will be the premier lead generator and outsourced services provider for cannabis testing labs.
- Through certain assets MyDx expects to develop or acquire, as well as leads generated from our handheld analysis and smart devices, we believe MyDx will be positioned to become a world leader in cannabis laboratory marketing and services and as the largest "data holder" of tested cannabis and the associated chemical profiles tied to the ailment therapy.

Recent Developments

MYDX360 SAAS Ecosystem License and Services Agreements

In April 2018 the Company verbally agreed to enter into a separate MYDX360 SAAS Ecosystem License and Services Agreements with Q'NCH, LLC, a Delaware limited liability company and HotNife, LLC, a California limited liability company. (the "SAAS Agreements"). Under the terms of the SAAS Agreements, the Company granted the counterparties a non-exclusive limited license to: (i) access the Company's Database (as defined in the SAAS Agreements) (the "Access License"), and (ii) use the Company's "Powered by MyDx" trademark and the MyDx logo on the counterparties' products (the "Brand License", and together with the Access License, the "MyDx License"). Additionally, the SAAS Agreement provides the counterparties with (i) market research regarding the packaging of the counterparties' products in coordination with the counterparties' objectives (the "Brand Services") and (ii) delivery of certain quantities of the Company's smart devices, cartridges, batteries, and other hardware to the counterparties (the "Product Services" and, together with the Brand Services, the "MyDx Services"). The total consideration to the Company from each of the counterparties in exchange for the grant of the MyDx License and the MyDx Services will be \$15,000 per year and the costs of the Eco Smart Pens' hardware. The payments will not begin until the Company releases the Eco Smart Pen. The Company expects to release the Eco Smart Pen in the third quarter of 2018.

Appointment of Dr. Heiner Dreismann to Business Advisory Board

On April 20, 2018, the Company entered into an agreement to appoint Dr. Heiner Dreismann to its business advisory board to assist the Company's management with evaluating potential merger and acquisition opportunities, developing a plan to secure a medical device designation from Health Canada for CannaDx, and other advice related to the Company's business.

Heiner Dreismann, Ph.D. is an international executive with more than 24 years of experience in the biotech and healthcare industries. From 2000 to 2006, Dr. Dreismann served as the President and CEO of Roche Molecular Systems, Inc. leading a staff of more than 1,600 and growing the RMS molecular IVD business from \$640M to \$1.2B in annual sales. Prior to serving as a senior executive at Roche Molecular Systems, Dr. Dreismann served as the Head of Global Business Development at Roche Diagnostics, responsible for business development for the Roche Diagnostics \$7B IVD business. Dr. Dreismann served in a number of other leadership capacities at Roche Diagnostics and Roehm GmbH, dating back to 1983. Dr. Dreismann's post-doctoral fellowship was earned at the French Center for Nuclear Research in Saclay. He earned a Ph.D. in Microbiology/Molecular Biology from Westfaelische Wilhelms University, Muenster (summa cum laude).

License and Services Agreement

On April 26, 2018, the Company entered into a License and Services Agreement with Humanity Holdings Inc. and Humanity Products, Inc. (collectively "Humanity Holdings"). Humanity Holdings currently operates a manufacturing and distribution facility, licensed by the state of California, through which it engages in the sale and distribution of various cannabis related products. The Company granted Humanity Holdings a non-exclusive license to manufacture, sell, and distribute products within California using proprietary product formulations owned or licensed by the Company. The Company agreed to issue Humanity Holdings shares of Common Stock worth \$25,000 on the 45th day following the effective date of the agreement. This is in exchange for Humanity Holdings not contracting with a competitor of the Company who provides formulation services, smart vape device hardware and related software applications to its network, product branding or access to reporting from its data set that ties a user's experience to a chemical profile of the product they are consuming. Humanity Holdings will pay 20% of net sales to the Company as a support services fee and 30% of net sales to the Company as a royalty.

Results of Operations

As shown in the accompanying consolidated financial statements, the Company realized net income of \$69,595 and net losses of \$2,132,464, respectively, for the six months ended June 30, 2018 and June 30, 2017. The Company had an accumulated deficit of \$31,563,377 and \$ 31,632,972 respectively, as of June 30, 2018 and December 31, 2017.

Comparison of Three Months Ended June 30, 2018 and 2017

Revenue

For the three months ended June 30, 2018 and 2017, the Company had licensing revenue of \$3,641 and \$0, respectively. The increase is from the Company not having licensing contracts as of June 30, 2017. For the three months ended June 30, 2018 and 2017, the Company had product revenue of \$84,061 and \$119,661 respectively. The decrease in revenue for the three months ended June 30, 2018 compared to 2017 was a result of the decision to discontinue the use of distributors in an effort to improve gross profit margins.

Cost of Goods Sold and Gross Profit

Gross profit as a percentage of net revenues for the three months ended June 30, 2018 and 2017 were 62% and 78%, respectively. The gross profit was negatively affected by the product mix sold during the three months ended June 30, 2018.

Operating Expenses

For the three months ended June 30, 2018, the Company incurred operating expenses in the amount of \$410,372 compared to \$807,658 for the three months ended June 30, 2017. These operating expenses were composed of research and development costs, sales and marketing and general and administrative expenses. The decrease mainly resulted from the decrease in sales and marketing activities which were partially offset by the increase of research and development costs and general and administrative expenses.

Research and Development Expenses

Research and development expenses primarily consist of engineering and product development, incurred in the design, development, testing and enhancement of our products. For the three months ended June 30, 2018, the Company expended \$39,218 for various research and development projects for hardware, database, software and sensor development as compared to \$27,724 for the three months ended June 30, 2017. The increase of \$11,494, or 41%, resulted primarily from the Company developing new products (such as the Eco Smart PenTM) as well as improving existing products, including CannaDxTM, AquaDxTM and OrganaDxTM.

Sales and Marketing Expenses

Sales and marketing expenses consist primarily of consulting fees for third-party services and general marketing expenses. For the three months ended June 30, 2018, the Company expended \$58,872 as compared to \$476,347 for the three months ended June 30, 2017. The decrease of \$417,475, or 88%, resulted primarily from the Company issuing less stock based compensation during the three months ended June 30, 2018.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries, wages and benefits, consulting fees, legal fees, accounting fees and general administrative expenses.

For the three months ended June 30, 2018, the Company expended \$312,282 as compared to \$303,587 for the three months ended June 30, 2017. The increase of \$8,695, or 3%, resulted primarily from increase in investor relation fees, legal fees, and miscellaneous general administrative expenses. These decreases were offset by an increase in stock based compensation.

Other income (expense)

Other income decreased by \$4,134,843, resulted primarily from the decrease of fair value of derivative liability, a decrease on gain on settlement of debt, and a decrease in gain on forfeiture of technology transfer deposit.

Comparison of the Six Months Ended June 30, 2018 and 2017

Revenue

For the six months ended June 30, 2018 and 2017, the Company had licensing revenue of \$7,771 and \$0, respectively. The increase is from the Company not having licensing contracts as of June 30, 2017. For the six months ended June 30, 2018 and 2017, the Company had product service revenue of \$11,577 and \$13,521, respectively. The decrease is from the Company selling less protection plans for the six months ended June 30, 2018. For the six months ended June 30, 2018 and 2017, the Company had product revenue of \$150,905 and \$197,680 respectively. The decrease in revenue for the six months ended June 30, 2018 compared to 2017 was a result of the decision to discontinue the use of distributors in an effort to improve gross profit margins.

Cost of Goods Sold and Gross Profit

Gross profit as a percentage of net revenues for the six months ended June 30, 2018 and 2017 were 64% and 71%, respectively. The gross profit was negatively affected by the product mix sold during the six months ended June 30, 2018.

Operating Expenses

For the six months ended June 30, 2018, the Company incurred operating expenses in the amount of \$941,362 compared to \$1,586,014 for the six months ended June 30, 2017. These operating expenses were composed of research and development costs, sales and marketing and general and administrative expenses. The decrease mainly resulted from the decrease in sales and marketing activities and general and administrative expenses which were partially offset by the increase of research and development costs.

Research and Development Expenses

Research and development expenses primarily consist of engineering and product development, incurred in the design, development, testing and enhancement of our products. For the six months ended June 30, 2018, the Company expended \$272,308 for various research and development projects for hardware, database, software and sensor development as compared to \$48,007 for the six months ended June 30, 2017. The increase of \$224,301, resulted primarily from the Company developing new products (such as the Eco Smart Pen™) as well as improving existing products, including CannaDx™, AquaDx™ and OrganaDx™.

Sales and Marketing Expenses

Sales and marketing expenses consist primarily of consulting fees for third-party services and general marketing expenses. For the six months ended June 30, 2018, the Company expended \$111,125 as compared to \$673,393 for the six months ended June 30, 2017. The decrease of \$562,268, or 83%, resulted primarily from the Company issuing less stock based compensation during the six months ended June 30, 2018.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries, wages and benefits, consulting fees, legal fees, accounting fees and general administrative expenses.

For the six months ended June 30, 2018, the Company expended \$557,929 as compared to \$864,614 for the six months ended June 30, 2017. The decrease of \$306,685, or 35%, resulted primarily from decreases in investor relation fees, legal fees, and miscellaneous general administrative expenses. Management intends to keep General and Administrative Expenses at this level for the foreseeable future.

Other income (expense)

Other income increased by \$1,599,420, primarily due to the increase of gain on fair value derivative liability of approximately \$1.1 million and a decrease in interest expense related to the notes payable. These were offset by a decrease in a gain on settlement of debt and gain on forfeiture of technology transfer deposit.

Liquidity and Capital Resources

Since its inception, capital raised by the Company has been used primarily for the Company's research and development efforts and to support its operations. As of June 30, 2018, the Company had remaining cash of \$41,889 with a net working capital deficit of \$4,069,442. As a result of the Company's significant operating expenditures and the lack of significant product sales revenue, we expect to incur losses from operations for the near future and will be required to seek additional capital to sustain our operations.

It is anticipated that we will continue to report negative operating cash flow in future periods, likely until one or more of our products generate sufficient revenue to cover our operating expenses. If any of the warrants are exercised, all net proceeds of the warrant exercise will be used for working capital to fund negative operating cash flow.

Our cash balance of \$41,889 will not be sufficient to fund our operations for at least the next 12 months. Additionally, if we are unable to generate sufficient revenues to pay our expenses, we will need to raise additional funds to continue our operations. We have historically financed our operations through private equity and debt financings. Recent economic turmoil and severe lack of liquidity in the debt capital markets together with volatility and rapidly falling prices in the equity capital markets have severely and adversely affected capital raising opportunities. We do not have any commitments for financing at this time, and financing may not be available to us on favorable terms, if at all. If we are unable to obtain debt or equity financing in amounts sufficient to fund our operations, if necessary, we will be forced to suspend or curtail our operations. In that event, current stockholders would likely experience a loss of most or all of their investment. Additional funding that we do obtain may be dilutive to the interests of existing stockholders.

To the extent, we raise additional capital by issuing equity securities or obtaining borrowings convertible into equity, ownership dilution to existing stockholders will result and future investors may be granted rights superior to those of existing stockholders. The incurrence of indebtedness or debt financing would result in increased fixed obligations and could also result in covenants that would restrict our operations. Our ability to obtain additional capital may depend on prevailing economic conditions and financial, business and other factors beyond our control. Economic crisis and disruptions in the U.S. and global financial markets may adversely impact the availability and cost of credit, as well as our ability to raise money in the capital markets. Instability in these market conditions may limit our ability to access the capital necessary to fund and grow our business. The Company cannot provide any assurances that it will be able to raise the additional capital needed to fund its operations, or if the Company is able to raise such additional capital, that any such financing will be on terms which are beneficial to the existing shareholders.

Working Capital

	June 30, 2018	December 31, 2017
Current assets	\$ 210,149	\$ 300,352
Current liabilities	4,279,591	4,708,549
Working Capital Deficit	<u>\$ (4,069,442)</u>	<u>\$ (4,408,197)</u>

Current assets for June 30, 2018 decreased compared to December 31, 2017 primarily due to a decrease in cash and inventory.

Current liabilities for June 30, 2018 decreased compared to December 31, 2017 primarily due to a decrease in derivative liability.

Cash Flows

	Six Months Ended	
	June 30,	
	2018	2017
Net Cash Provided by (Used in) Operating Activities	\$ (38,285)	\$ (191,022)
Net Cash Provided by (Used in) Investing activities	(173,854)	-
Net Cash Provided by Financing Activities	135,000	261,071
Net Change	<u>\$ (77,139)</u>	<u>\$ 70,049</u>

Net Cash Provided by (Used in) Operating Activities

Our primary uses of cash from operating activities include payments to consultants for research and development, compensation and related costs, legal and professional fees and other general corporate expenditures.

Cash used in operating activities consist of net loss adjusted for certain non-cash items, primarily equity-based compensation expense, common stock issued in exchange for services, and the change in fair value of derivative liabilities due primarily to the mark to market of the Company's derivatives embedded in the convertible notes, and a gain of settlement of liabilities during the six months ended June 30, 2018, as well as the effect of changes in working capital and other activities.

Net Cash Provided by (Used in) Investing activities

For the six months ended June 30, 2018, investing activities used cash of \$173,854 and \$0.

Net Cash Provided by Financing Activities

For the six months ended June 30, 2018, financing activities provided cash of \$135,000 and \$261,071.

Going Concern

At June 30, 2018, we had an accumulated deficit of \$31,563,377. We expect to incur further losses in the development of our business, all of which casts substantial doubt about our ability to continue as a going concern. Our ability to continue as a going concern is dependent upon our ability to generate future profitable operations and/or to obtain the necessary financing to meet our obligations and repay our liabilities arising from normal business operations when they come due.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements as defined in Item 303(a)(4) of Regulation S-K.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS.

There have not been any material changes to our exposures to market risk during the six months ended June 30, 2018 that would require an update to the relevant disclosures provided in our 2017 Annual Report on Form 10-K filed with the SEC on April 17, 2018.

Item 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, conducted an evaluation of our disclosure controls and procedures, as such term is defined in Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended, as of the end of the period covered by this Quarterly Report on Form 10-Q, to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure, and that such information is recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms. Based upon that evaluation, our Chief Executive Officer and our Chief Financial Officer have concluded that our disclosure controls and procedures are not effective as of June 30, 2018, due to the fact that management has not fully remediated the material weakness described in our Current Report on Form 10-K filed with the Securities and Exchange Commission on April 17, 2018.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the six months ended June 30, 2018, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on Effectiveness of Controls and Procedures

It should be noted that any system of controls, however well designed and operated, can provide only reasonable, and not absolute, assurance that the objectives of the system will be met. In addition, the design of any control system is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with policies or procedures. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

We must maintain effective internal controls to provide reliable financial reports and to detect and prevent fraud. If we cannot provide reliable financial reports or prevent fraud, we may not be able to manage our business as effectively as would be possible with an effective control system in place. We have not performed an in-depth analysis to determine if historical undiscovered failures of internal controls exist, and may in the future discover areas of our internal control that need improvement.

We have been assessing our internal controls to identify areas that need improvement. We are in the process of implementing changes to internal controls, but have not yet completed implementing these changes. Failure to implement these changes to our internal controls or any others that it identifies as necessary to maintain an effective system of internal controls could harm our operating results and cause investors to lose confidence in our reported financial information. Any such loss of confidence would have a negative effect on the trading price of our common stock.

For the year ended December 31, 2017, we and our independent registered public accounting firm identified a material weakness in our internal control over financial reporting due to the Company not maintaining a sufficient complement of personnel with an appropriate level of accounting knowledge and experience in the application of accounting for warrants to purchase common and preferred stock issued in connection with convertible notes payable and convertible preferred stock and accounting for non-employee stock options. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis. If the Company does not address the material weaknesses, we may not be able to manage our business as effectively as would be possible with an effective control system in place.

PART II. OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS

We are currently not involved in any litigation that we believe could have a material adverse effect on our financial condition or results of operations. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the executive officers of our Company or any of our subsidiaries, threatened against or affecting our company, our common stock, any of our subsidiaries or of our Company's or our subsidiaries' officers or directors in their capacities as such, in which an adverse decision could have a material adverse effect.

Item 1A. RISK FACTORS

We believe there are no changes that constitute material changes from the risk factors previously disclosed in our Annual Report on Form 10-K, filed with the SEC on April 17, 2018.

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

During the three months ended June 30, 2018, we issued shares of our common stock that were not registered under the Securities Act, and were not previously disclosed in a Current Report on Form 8-K as follows:

The Company issued 30,000,000 shares of common stock in exchange for services at a fair value of \$150,000.

The Company issued 4,285,714 shares of its restricted common stock to settle outstanding vendor liabilities of \$15,000.

On February 1, 2018 MyDx and Erai Beckman entered into a twelve (12) month Research, Manufacturing, Advertising and Marketing Services Agreement. The Company agreed to pay \$15,000 in restricted common stock on the first day of each quarter. Erai Beckman was issued 25,000,000 shares of the Company's common stock on April 1, 2018.

Item 3. DEFAULTS UPON SENIOR SECURITIES

There has been no default in the payment of principal, interest, sinking or purchase fund installment, or any other material default, with respect to any indebtedness of the Company.

Item 4. MINE SAFETY DISCLOSURES

None.

Item 5. OTHER INFORMATION

Item 1.01 Entry into a Material Definitive Agreement.

Torque Research and Development Settlement Agreement

On July 30, 2018, the Company entered into a Settlement Agreement and Mutual Release with Torque Research & Development, Inc. (the "TRD Settlement"). Pursuant to the TRD Settlement, the parties agreed to terminate the February 8, 2017 Research & Development Agreement and the February 8, 2017 Exclusive License Agreement. In return for a full release by Torque Research & Development, Inc. ("TRD"), the Company issued 45,355 shares of Series B Preferred Stock to TRD. The Company also agreed to issue a warrant giving the holder the right to purchase seven and one half percent (7.5%) of the Company's shares of common stock issued and outstanding at the time of exercise and having an exercise price of \$0.001 per share. This form of warrant is referred to herein as the "7.5% Warrant." The 7.5% Warrant issued to TRD has an expiration date of August 1, 2022.

BCI Settlement Agreement

On July 31, 2018, the Company entered into a Settlement Agreement and Mutual Release with BCI Advisors (the "BCI Settlement"). Pursuant to the BCI Settlement, the parties agreed to terminate the December 1, 2016 Advisory Services Agreement. In return for a full release by BCI, the Company issued 38,272 shares of Series B Preferred Stock to BCI Advisors. The Company also agreed to the assignment or issuance of three 7.5% Warrants. The Company agreed to the assignment of one previously issued 7.5% Warrant to an entity related to BCI Advisors. This 7.5% Warrant expires on January 15, 2019. In addition, the Company also agreed to the assignment of another previously issued 7.5% Warrant to an entity related to BCI Advisors and agreed to extend the expiration date from March 1, 2019 to March 1, 2022. Finally, the Company agreed to issue a new 7.5% Warrant which will expire on January 15, 2022.

Issuance of Convertible Note

On July 23, 2018, the Company issued a 12% Convertible Promissory Note for \$25,000 (the "Note"). The Note matures on July 23, 2019 and is convertible into shares of the Company's common stock at a conversion price equal to a 30% discount to the closing price on the day prior to the conversion date.

This Part II, Item 5 contains only a brief description of the material terms of the TRD Settlement, the BCI Settlement, the form of warrant issued to TRD and BCI, and the Note 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 and agreements. A copy of the TRD Settlement, the BCI Settlement, and the Note are filed as Exhibits 10.1, 10.2, and 10.7, respectively, to this Quarterly Report on Form 10-Q. A copy of the four 7.5% Warrants issued to TRD and BCI are filed as Exhibits 10.3, 10.4, 10.5, and 10.6 to this Quarterly Report on Form 10-Q.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure under Item 1.01 above is hereby incorporated by reference.

The issuance of the Note, the shares of Series B Preferred Stock, and the issuance of the 7.5% Warrants (collectively, the “Securities”) were not registered under the Securities Act of 1933, as amended (the “Securities Act”). The Securities qualified for exemption under Section 4(a)(2) of the Securities Act since the issuance of the Securities 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 Securities had the necessary investment intent as required by Section 4(a)(2) of the Securities Act as the investor agreed to and received the Securities bearing a legend stating that such Investment Shares are restricted pursuant to Rule 144 of the Securities Act. This restriction ensures that the Securities 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.

Settlement of Lawsuit Against Jerome Dewald and Skip Sanzeri

As previously disclosed, in July 2017, the Company and its CEO (collectively, the “Plaintiffs”) filed a lawsuit against Jerome Dewald and Skip Sanzeri. On or about July 9, 2018, the Company settled with Mr. Dewald and has dismissed the matter with prejudice as to Mr. Dewald. On or about July 25, 2018, the Company settled with Mr. Sanzeri, which settlement calls for settlement payments of \$1,000 per month over the course of five months, after which the Company will dismiss the matter as to Mr. Sanzeri and fully dispose of the lawsuit.

Resignation of Dr. Jessica Peatross

On August 10, 2018, Dr. Jessica Peatross resigned as the Company’s Chief Medical Officer.

Item 6. EXHIBITS

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed or Furnished	
		Form	Exhibit	Filing Date	Herewith
10.1	Settlement Agreement and Mutual Release with Torque Research & Development, Inc., dated July 30, 2018.				X
10.2	Settlement Agreement and Mutual Release with BCI Advisors, dated July 31, 2018.				X
10.3	Common Stock Purchase Warrant A-1 Issued to BCI Venture Partners, LLC				X
10.4	Common Stock Purchase Warrant A-2 Issued to BCI Venture Partners, LLC				X
10.5	Common Stock Purchase Warrant A-3 Issued to BCI Venture Partners, LLC				X
10.6	Common Stock Purchase Warrant A-4 Issued to Torque Research and Development, Inc.				X
10.7	Form of 12% Convertible Promissory Note				X
31.1	Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U. S. C. Section 1350 as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
32.1*	Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U. S. C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
101.INS	XBRL Instance.				X
101.XSD	XBRL Schema.				X
101.PRE	XBRL Presentation.				X
101.CAL	XBRL Calculation.				X
101.DEF	XBRL Definition.				X
101.LAB	XBRL Label.				X

+ In accordance with SEC Release 33-8238, Exhibit 32.1 is being furnished and not filed.

SIGNATURES

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 thereunto duly authorized.

MyDx, Inc.

Date: August 14, 2018

By: /s/ Daniel R. Yazbeck
Name: Daniel R. Yazbeck
Title: Chief Executive Officer, Chairman of the Board
and Chief Financial Officer

SETTLEMENT AGREEMENT AND MUTUAL RELEASES

This Settlement Agreement (this “Agreement”) is made as of July 30, 2018 (the “Effective Date”), by and between Torque Research & Development, Inc, and its assignees. (“TRD”) and MyDx, Inc (“MyDx”). TRD and MyDx are hereinafter referred to jointly as the “Parties” and make this Agreement in reference to the following:

WHEREAS, MYDX executed a Research & Development Agreement dated February 8, 2017 (the “TRD Agreement”) and the Exclusive License Agreement dated February 8, 2017 with TRD (the “License” Agreement);

WHEREAS, MyDx has been unable to perform on its obligations and pursuant to the terms of this Research and Development and Exclusive License Agreement which are in default (the “Outstanding Fees”);

WHEREAS, The Parties have determined that it is in the best interest to settle payments for past product development, design and engineering services and license the exclusive access to intellectual property for use by MYDX for the ECO Smart Pen from the Effective date forward and to continue its services pursuant to the TRD Agreement and License Agreement.

WHEREAS, the Parties wish to settle, resolve and compromise all claims, disputes or other issues that may exist between them concerning past payments due and past research and development Services under the TRD and License Agreement.

NOW THEREFORE, in consideration of the mutual releases and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Settlement Amount.

a. The Parties agree that in full and final satisfaction of any and all claims, disputes or issues that exist between them:

(ii) TRD shall be entitled to the issuance of \$45,355 in MyDx Series B Preferred share and a Warrant convertible into up to 7.5% of MyDx, Inc. common stock. All appropriate agreements contemplated in the TRD Agreement and License Agreement will be executed and delivered to BCI including but not limited to approval from the Board of Directors and the Transfer Agent irrevocable instruction to issue the underlying common shares up to one hundred and fifty percent of the shares.

Neither TRD nor MYDX shall be entitled to any additional past services, cash, or other payment from each other of any kind prior to the Effective date of this Agreement.

2. Compromise. The Parties agree and acknowledge that this Agreement is the result of a compromise and shall not be construed as an admission by any of the Parties of any liability, wrongdoing, or responsibility on their part or on the part of their predecessors, successors, assigns, agents, parents, subsidiaries, affiliates, officers, directors, advisors, sub-contractors, employees or assignees. Indeed, the Parties expressly deny any such liability, wrongdoing or responsibility.

3. Payment in Full. The provisions agreed to the parties as set forth in Section 1 shall be in full and final satisfaction of any past amounts claimed or owed prior to the Effective date by either of the parties.

4. Releases.

Release By MYDX. Except as to those obligations created by this Agreement, MYDX does hereby fully and forever release, acquit and discharge TRD along with TRD', attorneys, officers, principals, directors, shareholders, joint and co-venturers, employees, sub contractors, advisors, insurers, agents, administrators, executors, heirs, family members, assigns and representatives of every nature, from any and all accounts, allegations, claims, costs, debts, demands, expenses, injuries, liabilities, liens, losses or damages, obligations, rights, actions at law in equity or otherwise, and causes of action whatsoever including any third Party right to indemnity or contribution in reference to any claim related (whether directly or indirectly) to the action, known or unknown, suspected or unsuspected, and those that exist as well as those that may come into existence in the future against TRD. This release shall be construed as broadly as possible in favor of TRD. As to such matters being released, MYDX expressly waives and relinquishes any right or benefit, which he has or may have under the provisions of Section 1542 of the Civil Code of the State of California or under any similar statute or principle of common law, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

MYDX and TRD, and each of them, hereby expressly, understand and acknowledge the significance and consequences of the foregoing specific waiver of said Section 1542. The Parties, and each of them, intentionally waive the provisions of Section 1542 upon the advice of his, her or its legal counsel, and each Party accepts full responsibility for any injury, damage or loss which may hereafter arise in respect of such releases, although unknown or unanticipated at the time of execution of this Agreement.

5. Release By TRD. Except as to those obligations created by this Agreement, TRD does hereby fully and forever release, acquit and discharge MYDX for all past payables due prior to the Effective date of this Agreement along with MYDX's, attorneys, officers, principals, directors, shareholders, joint and co-venturers, employees, subcontractors, advisors, insurers, agents, administrators, executors, heirs, family members, assigns and representatives of every nature, from any and all accounts, allegations, claims, costs, debts, demands, expenses, injuries, liabilities, liens, losses or damages, obligations, rights, actions at law in equity or otherwise, and causes of action whatsoever including any third party right to indemnity or contribution in reference to any claim related (whether directly or indirectly) to the Action, known or unknown, suspected or unsuspected, and those that exist as well as those that may come into existence in the future against MYDX. This release shall be construed as broadly as possible in favor of MYDX. As to such matters being released, TRD expressly waive and relinquish any right or benefit, which they have or may have under the provisions of Section 1542 of the Civil Code of the State of California or under any similar statute or principle of common law, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

TRD and MYDX, and each of them, hereby expressly, understand and acknowledge the significance and consequences of the foregoing specific waiver of said Section 1542. The Parties, and each of them, intentionally waive the provisions of Section 1542 upon the advice of his, her or its legal counsel, and each Party accepts full responsibility for any injury, damage or loss which may hereafter arise in respect of such releases, although unknown or unanticipated at the time of execution of this Agreement.

6. Reserve Shares of MyDx.

MyDx will reserve the number of shares required under the instrument defined in Section 1 and no less than one hundred and fifty percent of the shares underlying the Warrant exercise.

7. Non-Disparagement. Each Party agrees not to disparage the other, or otherwise take any action which could reasonably be expected to adversely affect the other Party's personal or professional reputation.

8. Miscellaneous Terms and Conditions.

a. Following execution of this Agreement, the Parties shall as soon as practicable take the actions and prepare any and all appropriate documents reasonably necessary to effectuate this Agreement.

b. Each Party shall bear its own attorneys' fees and costs.

b. This Agreement may be modified only by a written document signed by the Parties. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.

e. This Agreement shall be binding upon and shall inure to the benefit of the Parties thereto, their predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, advisors, sub-contractors and shareholders.

f. If any part or any provision of this Agreement shall be finally determined to be invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said Agreement. Furthermore, the Parties agree that in the event of an illegal, invalid or unenforceable provision, the Parties shall use their best efforts to induce the reviewing court to substitute a legally enforceable provision effectuating the intent of the Parties (as can be discerned from the subject provision and the rest of the Agreement) as closely as possible, and, should the court be unwilling to perform such substitution, to use their best efforts to do so between themselves and to add such new provision to this Agreement.

g. This Agreement shall be governed by and construed in accordance with laws of California, without regard to its choice of law rules. The state or federal courts situated in North San Diego County and shall retain exclusive jurisdiction over any and all disputes arising out of or otherwise relating to the subject matter of this Agreement.

h. Each Party acknowledges that it has read the document thoroughly and completely, has had the opportunity to consult legal counsel of its choosing, understands the rights, remedies and allegations surrounding the execution of this document, and that the document is executed voluntarily.

i. Each person who executes this Agreement by or on behalf of each respective Party warrants and represents that he or she has been duly authorized and empowered to execute and deliver this Agreement on behalf of such Party.

j. The Parties cooperated in the drafting of this Agreement, and in the event that it is determined that any provision herein is ambiguous, that provision shall not be presumptively construed against either Party.

k. In the event that either Party breaches any term of this Agreement and the other Party is required to employ counsel to enforce its rights, the prevailing Party shall be entitled to recover its attorneys' fees and costs incurred therein.

l. This Agreement contains the complete agreement between the Parties with respect to its subject matter and supersedes any and all prior agreements, understanding, promises, warranties, and representations made by each Party to the other concerning the subject matter.

m. The Parties hereby warrant and represent that they have not assigned or in any way transferred or conveyed all or any portion of the claims covered by this Agreement, and to their knowledge, no other person or entity has a right to any claim that purports to be settled by this Agreement. The Parties acknowledge and agree that this warranty and representation is an essential and material term of this Agreement, without which they would not have entered into it. The Parties each agree to defend and to hold each other harmless against the claims of any other person or entity asserting a claim or right that purports to be settled by the Agreement.

9. Counterparts / Facsimile Signatures. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. This Agreement may be executed by facsimile signatures which shall be deemed to have the same force and effect as an original signature.

WHEREFORE, having fully read and understood the terms of this Agreement, the Parties sign their names below with the intention that they shall be bound by it.

MYDX, INC.

By: /s/ Daniel Yazbeck
Daniel Yazbeck, CEO

Torque Research & Development, Inc.

By: /s/ Julie Lobato
By Its: Julie Lobato, Exec. Vice President

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement (this "Agreement") is made as of July 31, 2018 (the "Effective Date"), by and between Eddie Galvan, BCI Advisors, its affiliates, and assignees. ("BCI") and MyDx, Inc. ("MyDx"). BCI and MyDx are hereinafter referred to jointly as the "Parties" and make this Agreement in reference to the following:

WHEREAS, MYDX executed an Advisory Services Agreement dated December 1, 2016 with BCI (the "Advisory" Agreement);

WHEREAS, MyDx has been unable to perform on all of its obligations pursuant to the terms of this Advisory Agreement and is in default of certain of its obligations thereunder and owes certain fees to BCI (the "Outstanding Fees");

WHEREAS, the Parties have determined that it is in the best interest to enter into this Agreement (on the terms and conditions set forth herein) in order to further reflect their agreement and confirm the extension of the original Warrants that were issued to BCI and subsequent issuances, and to terminate the Advisory Agreement and release each other from all rights, obligations and claims thereunder.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Termination; Settlement. a. BCI and MyDx hereby acknowledge and agree that as of the Effective Date, (i) the Advisory Agreement is hereby terminated in its entirety and shall be of no further force or effect, (ii) neither BCI nor MyDx shall have any further rights or obligations under the Advisory Agreement or any of the provisions thereof.

b. The Parties agree that in full and final satisfaction of any and all claims, disputes or issues that exist between them, MyDx shall, promptly, but in no event after 30 days from the Effective Date, issue, confirm and deliver to BCI: (i) an aggregate of \$38,272 shares in certificate form of MyDx Series B Preferred Stock (the "Series B Preferred Shares") issuable to BCI Venture Partners, LLC Investments Series V, representing the settlement of \$650,000 of the entire cash Fee Outstanding and due to BCI pursuant to the December 1, 2016 Advisory Agreement; and (ii) confirm the assignment of the A-1 and A-2 Warrants issued to BCI in January and March of 2017 attached hereto pursuant to the Advisory Agreement to BCI Venture Partners, LLC Investment Series A-1 and Investment Series A-2, and the reissuance of the A-2 Warrant that will include an extension of the term for an additional three (3) year period from the Expiration Date; and; (iii) the A-3 issuable to BCI Venture Partners, LLC Investment Series A-3 pursuant to the Advisory Agreement, which warrants shall be exercisable for a period of three (3) years from the Effective Date and A-4 warrants shall no longer be due (iv) Except as otherwise provided herein, neither BCI nor MYDX shall be entitled to any additional services, cash, or other payment from each other of any kind.

2. Compromise. The Parties agree and acknowledge that this Agreement is the result of a compromise and shall not be construed as an admission by any of the Parties of any liability, wrongdoing, or responsibility on their part or on the part of their predecessors, successors, assigns, agents, parents, subsidiaries, affiliates, officers, directors, advisors, sub-contractors, employees or assignees. Indeed, the Parties expressly deny any such liability, wrongdoing or responsibility.

3. Payment in Full. The provisions agreed to the parties as set forth in Section 1 shall be in full and final satisfaction of any amounts claimed or owed by either of the parties.

4. Releases. Release by MYDX. Except as to those obligations created by this Agreement, MYDX does hereby fully and forever release, acquit and discharge BCI along with BCI's, attorneys, officers, principals, directors, shareholders, joint and co-venturers, employees, subcontractors, advisors, insurers, agents, administrators, executors, heirs, consultants, BCI primary point of contact also referred to as the PPC, assigns and representatives of every nature, from any and all accounts, allegations, claims, costs, debts, demands, expenses, injuries, liabilities, liens, losses or damages, obligations, rights, actions at law in equity or otherwise, and causes of action whatsoever including any third Party right to indemnity or contribution in reference to any claim related (whether directly or indirectly) to the action, known or unknown, suspected or unsuspected, and those that exist as well as those that may come into existence in the future against BCI. This release shall be construed as broadly as possible in favor of BCI. As to such matters being released, MYDX expressly waives and relinquishes any right or benefit, which he has or may have under the provisions of Section 1542 of the Civil Code of the State of California or under any similar statute or principle of common law, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." MYDX and BCI, and each of them, hereby expressly, understand and acknowledge the significance and consequences of the foregoing specific waiver of said Section 1542. The Parties, and each of them, intentionally waive the provisions of Section 1542 upon the advice of his; her or its legal counsel, and each Party accepts full responsibility for any injury, damage or loss which may hereafter arise in respect of such releases, although unknown or unanticipated at the time of execution of this Agreement.

5. Release by BCI. Except as to those obligations created by this Agreement, BCI does hereby fully and forever release, acquit and discharge MYDX along with MYDX's, attorneys, officers, principals, directors, shareholders, joint and co-venturers, employees, subcontractors, advisors, insurers, agents, administrators, executors, heirs, assigns and representatives of every nature, from any and all accounts, allegations, claims, costs, debts, demands, expenses, injuries, liabilities, liens, losses or damages, obligations, rights, actions at law in equity or otherwise, and causes of action whatsoever including any third party right to indemnity or contribution in reference to any claim related (whether directly or indirectly) to the Action, known or unknown, suspected or unsuspected, and those that exist as well as those that may come into existence in the future against MYDX. This release shall be construed as broadly as possible in favor of MYDX. As to such matters being released, BCI expressly waive and relinquish any right or benefit, which they have or may have under the provisions of Section 1542 of the Civil Code of the State of California or under any similar statute or principle of common law, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." BCI and MYDX, and each of them, hereby expressly, understand and acknowledge the significance and consequences of the foregoing specific waiver of said Section 1542. The Parties, and each of them, intentionally waive the provisions of Section 1542 upon the advice of his, her or its legal counsel, and each Party accepts full responsibility for any injury, damage or loss which may hereafter arise in respect of such releases, although unknown or unanticipated at the time of execution of this Agreement.

6. Reserve Shares of MyDx.

In connection with this Agreement, MyDx shall execute and deliver to BCI an Irrevocable Transfer Agent instruction letter pursuant to which it directs its transfer agent to reserve the number of shares required under each of the Warrants and Series B Preferred Stock issuable pursuant to Section 1 of this Agreement.

7. Non-Disparagement.

Each Party agrees not to disparage the other, or otherwise take any action which could reasonably be expected to adversely affect the other Party's personal or professional reputation.

8. Covenant Not to Sue. (a) Each of the Parties hereby absolutely, unconditionally and irrevocably covenant and agree with and in favor of each other that they will not sue or bring any action or proceeding (at law, in equity, in any regulatory, mediation or arbitration proceeding or otherwise) against any the other on the basis of any of the matters released hereby. (b) Each of the Parties hereby agrees that this Agreement and the covenant not to sue set forth herein may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of the provisions of this Agreement. Each of the Parties hereby agrees that no fact, event, circumstance, evidence or transaction that could now be asserted or that may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of this Agreement and the covenant not to sue set forth herein.

9. Miscellaneous Terms and Conditions. a. Following execution of this Agreement, the Parties shall as soon as practicable take the actions and prepare any and all appropriate documents reasonably necessary to effectuate this Agreement.

b. Each Party shall bear its own attorneys' fees and costs.c. This Agreement may be modified only by a written document signed by the Parties. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.

- d. This Agreement shall be binding upon and shall inure to the benefit of the Parties thereto, their predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, advisors, sub-contractors and shareholders.
- e. If any part or any provision of this Agreement shall be finally determined to be invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said Agreement. Furthermore, the Parties agree that in the event of an illegal, invalid or unenforceable provision, the Parties shall use their best efforts to induce the reviewing court to substitute a legally enforceable provision effectuating the intent of the Parties (as can be discerned from the subject provision and the rest of the Agreement) as closely as possible, and, should the court be unwilling to perform such substitution, to use their best efforts to do so between themselves and to add such new provision to this Agreement.
- f. This Agreement shall be governed by and construed in accordance with laws of New York, without regard to its choice of law rules. The state or federal courts situated in Manhattan shall retain exclusive jurisdiction over any and all disputes arising out of or otherwise relating to the subject matter of this Agreement.
- g. Each Party acknowledges that it has read the document thoroughly and completely, has had the opportunity to consult legal counsel of its choosing, understands the rights, remedies and allegations surrounding the execution of this document, and that the document is executed voluntarily.
- h. Each person who executes this Agreement by or on behalf of each -5- respective Party warrants and represents that he or she has been duly authorized and empowered to execute and deliver this Agreement on behalf of such Party.
- i. The Parties cooperated in the drafting of this Agreement, and in the event that it is determined that any provision herein is ambiguous, that provision shall not be presumptively construed against either Party.
- j. In the event that either Party breaches any term of this Agreement and the other Party is required to employ counsel to enforce its rights, the prevailing Party shall be entitled to recover its attorneys' fees and costs incurred therein.
- k. This Agreement contains the complete agreement between the Parties with respect to its subject matter and supersedes any and all prior agreements, understanding, promises, warranties, and representations made by each Party to the other concerning the subject matter.
- l. The Parties hereby warrant and represent that they have not assigned or in any way transferred or conveyed all or any portion of the claims covered by this Agreement, and to their knowledge, no other person or entity has a right to any claim that purports to be settled by this Agreement. The Parties acknowledge and agree that this warranty and representation is an essential and material term of this Agreement, without which they would not have entered into it. The Parties each agree to defend and to hold each other harmless against the claims of any other person or entity asserting a claim or right that purports to be settled by the Agreement.

10. Counterparts / Facsimile Signatures. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. This Agreement may be executed by facsimile signatures which shall be deemed to have the same force and effect as an original signature.

WHEREFORE, having fully read and understood the terms of this Agreement, the Parties sign their names below with the intention that they shall be bound by it.

MYDX, INC.

By: /s/ Daniel Yazbeck
Daniel Yazbeck, CEO

Eddie Galvan- BCI Advisors

By: /s/ Eddie Galvan
Eddie Galvan, an individual

BCI Advisors, LLC

Name: /s/ Eddie Galvan
Eddie Galvan, Managing Member

Name: /s/ Eddie Galvan
BCI Advisor, LLC Investment Series 2
Eddie Galvan, Managing Member

Name: /s/ Eddie Galvan
BCI Advisor Investment Series 3
Eddie Galvan, Managing Member

COMMON STOCK PURCHASE WARRANT

A-1

VOID AFTER 5:00 P.M., EASTERN TIME ON January 15, 2019**For the Purchase of Seven and One-Half Percent (7.5%) of the
Issued and Outstanding Shares of Common Stock, \$0.001 Value
of
MyDx, Inc.
a Nevada corporation**

THIS CERTIFIES THAT, for value received, BCI Venture Partners, LLC Investment Series A-1 (the "Holder"), as registered owner of this Common Stock Purchase Warrant ("Warrant"), is entitled to, at any time at or before the Expiration Date (as defined below), but not thereafter, to subscribe for, purchase and receive seven and one half percent (7.5%) of the common shares issued and outstanding at the time of exercise, of the fully paid and non assessable shares of common stock (the "Common Stock"), of MyDx, Inc., a Nevada corporation (the "Company"), at \$.001 per share (the "Exercise Price"), upon presentation and surrender of this Warrant and upon payment by cashier's check, wire transfer or credit of the Exercise Price for such Common Stock to the Company at the principal office of the Company; provided, however, that upon the occurrence of any of the events specified in the Statement of Rights of Warrant Holder, a copy of which is attached as Annex 1 hereto, and by this reference made a part hereof, the rights granted by this Warrant shall be adjusted as therein specified.

Upon exercise of this Warrant, the form of election must be duly executed and the instructions for registration of the Shares acquired by such exercise must be completed.

The term Expiration Date (the "Expiration Date") means the earliest of (i) the second anniversary of the date hereof, (ii) immediately prior to the sale of all of substantially all of the Company's assets, or (iii) immediately prior to a merger or consolidation in which securities possessing more than 50% of the total combined voting power of the Company's outstanding securities are transferred to a person or persons different from the persons holding those securities immediately prior to such transaction; provided, that the Company shall give notice to the Holder at least 10 days prior to the events set forth in clauses (i), (ii) and (iii) above.

If the subscription rights represented hereby are not exercised at or before the Expiration Date, this Warrant shall become void, and all rights represented hereby shall cease and expire.

This Warrant may be exercised in accordance with its terms in whole or in part. In the event of the exercise or assignment hereof in part only, the Company shall cause to be delivered to the Holder a new Warrant of like tenor to this Warrant in the name of the Holder, evidencing the right of the Holder to purchase the number of Shares purchasable hereunder as to which this Warrant has not been exercised or assigned.

In no event shall this Warrant (or the Shares issuable, upon full or partial exercise hereof) be offered or sold except in conformity with the Securities Act of 1933; as amended.

**COMMON STOCK PURCHASE WARRANT A-1
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by its duly authorized officer this January 15, 2017.

MyDx, Inc.

By: _____
Daniel Yazbeck
Chief Executive Officer

Form to be used to exercise Warrant:

TO: MyDx, Inc

DATE: _____

The Undersigned _____ pursuant to the provisions of the within Warrant, hereby elects to purchase MyDx, Inc. Warrants covered by the within Warrant.

(Name)

(Address)

By: Eddie Galvan
Its: Manager BCI Venture Partners, LLC
By:

and if said number of Warrants exercised shall not be all the Warrants evidenced by the within Warrant Certificate, issue a new Warrant Certificate for the remaining balance of Warrants to the undersigned at the address below.

Name of Holder: _____
(Please Print)

Signature: _____

(Address)

NOTICE: The signature to exercise must correspond with the name upon the face of the Warrant in every particular without alteration or enlargement or any change whatsoever.

Form to be used to transfer Warrants:

TO: MyDx, Inc.

DATE: _____

FOR VALUE RECEIVED, _____ hereby irrevocably sells, assigns and transfers unto _____ the attached Warrant, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint the Manager or the Secretary of the Company attorney, to transfer said Warrant Certificate on the books of the company with the full power of substitution in the premises.

Name of Holder:

Signature: _____

(Address)

Form to be used for partial assignment of Warrants:

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ the right to purchase _____ shares of Warrant Stock evidenced by the within Warrant together with all right, title and interest therein, and does hereby irrevocably constitute and appoint the Secretary of the Company attorney, to transfer said Warrant Certificate on the books of the company with the full power of substitution in the premises.

Name of Holder:

(Please Print)

Signature: _____

(Address)

**ANNEX 1 TO MyDx, INC.
COMMON STOCK PURCHASE WARRANT A-1**

STATEMENT OF RIGHTS OF WARRANT HOLDER

1. Exercise of Warrant. This Warrant may be exercised in whole or in part at any time at or before the Expiration Date (as defined in the Warrant), by presentation and surrender hereof to the Company, with the Exercise Form annexed hereto duly executed and accompanied by payment to the Company of an amount of consideration therefor equal to the Warrant Price in effect on the date of such exercise multiplied by the number of shares of Warrant Stock with respect to which this Warrant is then being exercised, payable at such Holder's election by wire transfer to an account designated by the Company, by cashless exercise in accordance with the provisions of Section 3.4, but only when a registration statement under the Securities Act providing for the resale of the Warrant Stock is not then in effect, or by a combination of the foregoing methods of payment selected by the Holder of this Warrant. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the right of the Holder to purchase the balance of the shares purchasable hereunder. Upon receipt by the Company of this Warrant and the Exercise Price at the office or agency of the Company, in proper form for exercise, the Holder shall be deemed to be the holder of record of the common stock issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such common stock shall not then be actually delivered to the Holder.

2. Rights of the Holder. The Holder shall not, by virtue hereof, be entitled to any rights of a member in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein.

3. Adjustment in Number of Shares and Certain Exercise Restrictions

(A) Adjustment for Reclassifications. In case at any time or from time to time after January 15, 2017 ("Issue Date") the holders of the Common Stock of the Company (or any shares or other securities at the time receivable upon the exercise of this Warrant) shall have received, or, on or after the record date fixed for the determination of eligible members, shall have become entitled to receive, without payment therefore, other or additional shares or other securities or property (other than cash) by way of share-split, spinoff, reclassification, combination of shares or similar corporate rearrangement (exclusive of any dividend of its or any subsidiary's shares), then and in each such case, the Holder of this Warrant, upon the exercise hereof as provided in Section 1, shall be entitled to receive the amount of securities and property which such Holder would hold on the date of such exercise if on the Issue Date he had been the holder of record of the number of common stock shares of the Company called for on the face of this Warrant and had thereafter, during the period from the Issue Date, to and including the date of such exercise, retained such shares and/or all other or additional securities and property receivable by him as aforesaid during such period, giving effect to all adjustments called for during such period.

(B) Adjustment for Reorganization, Consolidation, Merger. In case of any reorganization of the Company (or any other company the securities of which are at the time receivable on the exercise of this Warrant) after the Issue Date, or in case, after such date, the Company (or any such other company) shall consolidate with or merge into another company or convey all, or substantially all, of its assets to another company, then and in each such case the Holder of this Warrant, upon the exercise hereof as provided in Section 1 at any time after the consummation of such reorganization, consolidation, merger or conveyance, shall be entitled to receive, in lieu of the securities and property receivable upon the exercise of this Warrant prior to such consummation, the securities or property to which such Holder would be entitled had the Holder exercised this Warrant immediately prior thereto, all subject to further adjustment as provided herein; in each such case, the terms of this Warrant shall be applicable to the shares or other securities or property receivable upon the exercise of this Warrant after such consummation.

(C) Exercise Restrictions. Notwithstanding anything to the contrary set forth in this Warrant, at no time may a Holder of this Warrant exercise this Warrant if the number of shares of Common Stock to be issued pursuant to such exercise would exceed, when aggregated with all other shares of Common Stock owned by such Holder at such time, the number of shares of Common Stock which would result in such Holder beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act and the rules thereunder) in excess of 4.99% of the then issued and outstanding shares of Common Stock; provided, however, that upon a holder of this Warrant providing the Company with sixty-one (61) days notice that such Holder would like to waive this Section 3(C) with regard to any or all shares of Common Stock issuable upon exercise of this Warrant, this Section 3(C) will be of no force or effect with regard to all or a portion of the Warrant referenced in the a waiver notice; provided, further, that this provision shall be of no further force or effect during the sixty-one (61) days immediately preceding the expiration of the term of this Warrant.

3.4 Cashless Exercise. Notwithstanding any provisions herein to the contrary and commencing one year following the original issue date if the per share market value of one share of Common Stock is greater than the Exercise Price and a registration statement under the Securities Act providing for the resale of the Warrant Stock is not then in effect by the date such registration statement is required or not effective at any time during the effectiveness period, in lieu of exercising this Warrant by payment of cash, the Holder may exercise this Warrant by a cashless exercise and shall receive the number of shares of Common Stock equal to an amount by surrender of this Warrant at the principal office of the Company together with the properly endorsed Notice of Exercise in which event the Company shall issue to the Holder a number of shares of Common Stock that create is computed.

3.5 Adjustment in Exercise Price. Under no circumstances shall the Exercise Price of the Warrant change. Therefore, in the case of a reverse stock split or recapitalization or any other event, subsequent to any such event, the Exercise Price shall remain \$.001.

4. Notices to Warrant Holders. So long as this Warrant shall be outstanding and unexercised if the Company shall take any action which would trigger an adjustment (as set forth in Section 3), then, in any such case, the Company shall cause to be delivered to the Holder, at least ten days prior to the date specified in (x) or (y) below, as the case may be, notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance; lease, dissolution, liquidation or winding up is to take place and the date, if any, is to be fixed, as of which the holders of Common Stock of record shall be entitled to exchange their common stock for securities or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

5. Officer's Certificate. Whenever the number of common stock issuable upon exercise of this Warrant or the Exercise Price shall be adjusted as required by the provisions hereof, the Company shall forthwith file in the custody of its Secretary or an Assistant Secretary at its principal office, and with its stock transfer agent, if any, an officer's certificate showing the adjusted number of common stock or Exercise Price determined as herein provided and setting forth in reasonable detail the facts requiring such adjustment. Each such officer's certificate shall be made available at all reasonable times for inspection by the Holder and the Company shall, forthwith after each such adjustment, deliver a copy of such certificate to the Holder. Such certificate shall be conclusive as to the correctness of such adjustment.

6. Restrictions on Transfer. The Holder of this Warrant, by acceptance thereof; agrees that, absent an effective registration statement, under the Securities Act of 1933 (the "Act"), covering the disposition of this Warrant or the Common Stock issued or issuable upon exercise hereof, such Holder will not sell or transfer any or all of this Warrant or such Common Stock without first providing the Company with an opinion of counsel reasonably satisfactory to the Company to the effect that such sale or transfer will be exempt from the registration and prospectus delivery requirements of the Act. The certificates evidencing the Warrant and Common Stock which will be delivered to such Holder by the Company shall bear substantially the following legend:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REQUIREMENTS FOR SUCH REGISTRATION FOR NONPUBLIC OFFERINGS. ACCORDINGLY, THE SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES EVIDENCED HEREBY OR ANY PORTION THEREOF OR INTEREST THEREIN MAY NOT BE ACCOMPLISHED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THAT ACT OR AN OPINION OF COUNSEL TO THE HOLDER OF THE SECURITIES (UNLESS THE COMPANY DETERMINES IN ITS SOLE DISCRETION TO USE ITS OWN COUNSEL), WITH ANY SUCH COUNSEL AND OPINION OF COUNSEL TO BE REASONABLY ACCEPTABLE TO THE ISSUER, TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED.

Each Holder of this Warrant, at the time all or a portion of such Warrant is exercised, agrees to make such written representations to the Company as counsel for the Company may reasonably request, in order that the Company may be reasonably satisfied that such exercise of the Warrant and consequent issuance of Common Stock will not violate the registration and prospectus delivery requirements of the Act, or other applicable state securities laws.

7. Piggyback Registration Rights. If, at any time after the Issue Date and expiring on the Expiration Date, the Company proposes to register any of its securities under the Act either for its own account or for the account of others, in connection with the public offering of such equity securities solely for cash, on a registration form that would also permit the registration of the common stock issuable upon exercise of this Warrant (“Warrant Shares”), the Company shall promptly give the Holder written notice of such proposal. Within thirty (30) days after the notice is given, the Holder shall give notice as to the number of Warrant Shares, if any, which have vested and which the Holder requests be registered simultaneously with such registration by the Company. The Company shall use its best efforts to include such Warrant Shares in such registration statement (or in a separate registration statement concurrently filed) which the Holder requests to be so included and to cause such registration statement to become effective with respect to such shares in accordance with the registration procedures set forth in Section 8 hereof. If at any time after giving written notice of its intention to register equity securities and before the effectiveness of the registration statement filed in connection with such registration, the Company determines for any reason either not to effect such registration or to delay such registration, the Company may, at its election, by delivery of written notice to the Holder, (i) in the case of a determination not to effect registration, relieve itself of a reasonably necessary portion of its obligation to register the Warrant Shares under this Section 7 in connection with such registration, or (ii) in the case of a determination to delay registration, delay the registration of the Warrant Shares under this Section 7 for the same period as the delay in the registration of such other equity securities. Each Holder of Warrant Shares requesting inclusion in a registration pursuant to this Section 7 may, at any time before the effective date of the registration statement relating to such registration, revoke such request by delivering written notice of such revocation to the Company (which notice shall be effective only upon receipt by the Company); provided, however, that if the Company, in consultation with its financial and legal advisors, determines that such revocation would require a recirculation of the prospectus contained in the registration statement, then such Holder of Warrant Shares shall have no right to revoke its request.

8. Expenses and Procedures.

(A) Expenses of Registration. All registration expenses (exclusive of underwriting discounts and commissions) shall be borne by the Company; provided, however, that if a Holder revokes a registration request pursuant to the last sentence of Section 7, the registration expenses in connection with such revoked registration shall be borne by such Holder. Each Holder of Warrant Shares shall bear all underwriting discounts, selling commissions, sales concessions and similar expenses applicable to the sale of the Warrant Shares sold by such Holder.

(B) Registration Procedures. In the case of the registration, qualification or compliance effected by the Company pursuant to Section 7 hereof, the Company will keep the Holders of Warrant Shares advised as to the initiation of registration, qualification and compliance and as to the completion thereof. At its expense, the Company will furnish such number of prospectuses and other documents incident thereto as the Holders or underwriters from time to time may reasonably request.

(C) Information. The Company may require each seller of Warrant Shares as to which any registration is being effected to furnish such information regarding the distribution of such Warrant Shares as the Company may from time to time reasonably request and the Company may exclude from such registration the Warrant Shares of any seller who unreasonably fails to furnish such information after receiving such request.

(D) Blue Sky. The Company will, as expeditiously as possible, use its best efforts to register or qualify the Warrant Shares covered by a registration statement at the expense of the Company in such jurisdictions as the holders of such Warrant Shares or, in the case of an underwritten public offering, the managing underwriter shall reasonably request at the expense of the Holders of the Warrant Shares being registered provided that the Company shall not be required in connection with any such registration or qualification or as a condition thereto to qualify to do business in any jurisdiction where it is not so qualified or to take any action which would subject it to taxation or service of process in any jurisdiction where it is not otherwise subject to such taxation or service of process.

(E) Notification of Material Events. The Company will, as expeditiously as possible, immediately notify each holder of Warrant Shares under a registration statement, at any time when a prospectus relating thereto is required to be delivered under the Act, of the happening of any event as a result of which the prospectus contained in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and, as expeditiously as possible, amend or supplement such prospectus to eliminate the untrue statement or the omission.

9. Indemnification.

(A) Indemnification by Company. The Company shall, without limitation as to time, indemnify and hold harmless, to the full extent permitted by law, each holder of Warrant Shares, its officers, directors, agents and employees, each person who controls such holder (within the meaning of Section 15 of the Act or Section 20 of the Securities Exchange Act of 1934, as amended, hereinafter the "Exchange Act"), and the officers, directors, agents or employees of any such controlling person, from and against all losses, claims, damages, liabilities, costs (including, without limitation, all reasonable attorneys' fees) and expenses (collectively "Loss" or "Losses"), as incurred, arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any registration statement, prospectus or preliminary prospectus or any amendment or supplement thereto, or arising out of or based upon any omission or alleged omission of 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 (in the case of any prospectus) not misleading, except insofar as the same are based solely upon information furnished to the Company by such holder for use therein; provided, however, that the Company shall not be liable in any such case to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission made in any preliminary prospectus or prospectus if (i) such holder failed to send or deliver a copy of the prospectus or prospectus supplement with or prior to the delivery of written confirmation of the sale of Warrant Shares and (ii) the prospectus or prospectus supplement would have corrected such untrue statement or omission. If requested, the Company shall also indemnify underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution, their officers, directors, agents and employees and each person who controls such persons (within the meaning of Section 15 of the Act or Section 20 of the Exchange Act) to the same extent as provided above with respect to the indemnification of the Holders of Warrant Shares. It is agreed that the indemnity agreement contained in this Section 9(A) shall not apply to amounts paid in settlement of any such Loss if such settlement is effected without the consent of the Company (which consent has not been unreasonably withheld).

(B) Conduct of Indemnification Proceedings. If any action or proceeding (including any governmental investigation or inquiry) shall be brought or any claim shall be asserted against any person entitled to indemnity hereunder (an "Indemnified Party"), such indemnified party shall promptly notify the party from which such indemnity is sought (the "Indemnifying Party") in writing, and the indemnifying party shall assume the defense thereof including the employment of counsel reasonably satisfactory to the indemnified party and the payment of all fees and expenses incurred in connection with the defense thereof. All such fees and expenses (including any fees and expenses incurred in connection with investigation or preparing to defend such action or proceeding) shall be paid to the indemnified party, as incurred, within 20 days of written notice thereof to the indemnifying party; provided, however, that if, in accordance with this Section 9, the indemnifying party is not liable to the indemnified party, such fees and expenses shall be returned promptly to the indemnifying party. Any such indemnified party shall have the right to employ separate counsel in any such action, claim or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be the expense of such indemnified party unless (a) the indemnifying party has agreed to pay such fees and expenses, (b) the indemnifying party shall have failed promptly to assume the defense of such action, claim or proceeding and to employ counsel reasonably satisfactory to the indemnified party in any such action, claim or proceeding, or (c) the named parties to any such action, claim or proceeding (including any impleaded parties) include both such indemnified party and the indemnifying party, and such indemnified party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the indemnifying party (in which case, if such indemnified party notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such action, claim or proceeding on behalf of such indemnified party, it being understood, however, that the indemnifying party shall not, in connection with any one such action, claim or proceeding or separate but substantially similar or related actions, claims or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (together with appropriate local counsel) at any time for all such indemnified parties, unless in the opinion of counsel for such indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such action, claim or proceeding, in which event the indemnifying party shall be obligated to pay the fees and expenses of such additional counsel or counsels). No indemnifying party will consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the release of such indemnified party from all liability in respect to such claim or litigation without the written consent (which consent will not be unreasonably withheld) of the indemnified party. No indemnified party shall consent to entry of any judgment or enter into any settlement without the written consent (which consent will not be unreasonably withheld) of the indemnifying party from which indemnify or contribution is sought.

(C) Contribution. If the indemnification provided for in this Section 9 is unavailable to an indemnified party under Section 9(A) or 9(B) hereof (other than by reason of exceptions provided in those Sections) in respect of any Losses, then each applicable indemnifying party in lieu of indemnifying such indemnified party shall contribute to the amount paid or payable by such indemnified party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party and indemnified party in connection with the actions, statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such indemnifying party and the indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 9(B), any legal or other fees or expenses reasonably incurred by such party in connection with any action, suit, claim, investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 9(C) were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

10. Loss or Mutilation. Upon receipt by the Company of evidence satisfactory to it (in the exercise of reasonable discretion) of the ownership of and the loss, theft, destruction or mutilation of any Warrant and (in the case of loss, theft or destruction) of indemnity satisfactory to it (in the exercise of reasonable discretion), and (in the case of mutilation) upon surrender and cancellation thereof, the Company will execute and deliver in lieu thereof a new Warrant of like tenor.

11. Reservation of Shares. The Company shall at all times reserve and keep available for issue upon the exercise of Warrants such number of its authorized but unissued common stock as will be sufficient to permit the exercise in full of all outstanding Warrants.

12. Notices. All notices and other communications from the Company to the Holder of this Warrant shall be mailed by first class registered or certified mail, postage prepaid, to the address furnished to the Company in writing by the last Holder of this Warrant who shall have furnished an address to the Company in writing.

13. Change: Waiver. Neither this Warrant nor any term hereof may be changed, waived, discharged or terminated orally but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

14. Law Governing. This Warrant shall be construed and enforced in accordance with and governed by the laws of the State of Nevada.

DATED: January 15, 2017

MyDx, Inc.
A Nevada corporation

By: _____
Daniel Yazbeck
Chief Executive Officer

COMMON STOCK PURCHASE WARRANT

A-2

VOID AFTER 5:00 P.M., EASTERN TIME ON March 1, 2022**For the Purchase of Seven and One-Half Percent (7.5%) of the
Issued and Outstanding Shares of Common Stock, \$0.001 Value
of
MyDx, Inc.
a Nevada corporation**

THIS CERTIFIES THAT, for value received, BCI Venture Partners, LLC Investment Series A-2 (the "Holder"), as registered owner of this Common Stock Purchase Warrant ("Warrant"), is entitled to, at any time at or before the Expiration Date (as defined below), but not thereafter, to subscribe for, purchase and receive seven and one half percent (7.5%) of the common shares issued and outstanding at the time of exercise, of the fully paid and non-assessable shares of common stock (the "Common Stock"), of MyDx, Inc., a Nevada corporation (the "Company"), at \$.001 per share (the "Exercise Price"), upon presentation and surrender of this Warrant and upon payment by cashier's check, wire transfer or credit of the Exercise Price for such Common Stock to the Company at the principal office of the Company; provided, however, that upon the occurrence of any of the events specified in the Statement of Rights of Warrant Holder, a copy of which is attached as Annex 1 hereto, and by this reference made a part hereof, the rights granted by this Warrant shall be adjusted as therein specified.

Upon exercise of this Warrant, the form of election must be duly executed and the instructions for registration of the Shares acquired by such exercise must be completed.

The term Expiration Date (the "Expiration Date") means the earliest of (i) the second anniversary of the date hereof, (ii) immediately prior to the sale of all of substantially all of the Company's assets, or (iii) immediately prior to a merger or consolidation in which securities possessing more than 50% of the total combined voting power of the Company's outstanding securities are transferred to a person or persons different from the persons holding those securities immediately prior to such transaction; provided, that the Company shall give notice to the Holder at least 10 days prior to the events set forth in clauses (i), (ii) and (iii) above.

If the subscription rights represented hereby are not exercised at or before the Expiration Date, this Warrant shall become void, and all rights represented hereby shall cease and expire.

This Warrant may be exercised in accordance with its terms in whole or in part. In the event of the exercise or assignment hereof in part only, the Company shall cause to be delivered to the Holder a new Warrant of like tenor to this Warrant in the name of the Holder, evidencing the right of the Holder to purchase the number of Shares purchasable hereunder as to which this Warrant has not been exercised or assigned.

In no event shall this Warrant (or the Shares issuable, upon full or partial exercise hereof) be offered or sold except in conformity with the Securities Act of 1933; as amended.

COMMON STOCK PURCHASE WARRANT A-2
SIGNATURE PAGE

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by its duly authorized officer this July 30, 2018.

MyDx, Inc.

By: _____
Daniel Yazbeck
Chief Executive Officer

Form to be used to exercise Warrant:

TO: MyDx, Inc

DATE: _____

The Undersigned _____, pursuant to the provisions of the within Warrant, hereby elects to purchase _____ shares of Common Stock of MyDx, Inc. covered by the within Warrant.

(Name)

(Address)

(Taxpayer Number)

and if said number of Warrants exercised shall not be all the Warrants evidenced by the within Warrant Certificate, issue a new Warrant Certificate for the remaining balance of Warrants to the undersigned at the address below.

Name of Holder: _____
(Please Print)

Signature: _____

(Address)

NOTICE: The signature to exercise must correspond with the name upon the face of the Warrant in every particular without alteration or enlargement or any change whatsoever.

Form to be used to transfer Warrants:

TO: MyDx, Inc.

DATE: _____

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ (Tax ID No. _____) the attached Warrant, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint the Secretary of the Company attorney, to transfer said Warrant Certificate on the books of the company with the full power of substitution in the premises.

Name of Holder: _____
(Please Print)

Signature: _____

(Address)

Form to be used for partial assignment of Warrants:

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ (Tax ID No. _____) the right to purchase _____ shares of Warrant Stock evidenced by the within Warrant together with all right, title and interest therein, and does hereby irrevocably constitute and appoint the Secretary of the Company attorney, to transfer said Warrant Certificate on the books of the company with the full power of substitution in the premises.

Name of Holder: _____
(Please Print)

Signature: _____

(Address)

**ANNEX 1 TO MyDx, INC.
COMMON STOCK PURCHASE WARRANT A-2**

STATEMENT OF RIGHTS OF WARRANT HOLDER

1. Exercise of Warrant. This Warrant may be exercised in whole or in part at any time at or before the Expiration Date (as defined in the Warrant), by presentation and surrender hereof to the Company, with the Exercise Form annexed hereto duly executed and accompanied by payment to the Company of an amount of consideration therefor equal to the Warrant Price in effect on the date of such exercise multiplied by the number of shares of Warrant Stock with respect to which this Warrant is then being exercised, payable at such Holder's election by wire transfer to an account designated by the Company, by cashless exercise in accordance with the provisions of Section 3.4, but only when a registration statement under the Securities Act providing for the resale of the Warrant Stock is not then in effect, or by a combination of the foregoing methods of payment selected by the Holder of this Warrant. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the right of the Holder to purchase the balance of the shares purchasable hereunder. Upon receipt by the Company of this Warrant and the Exercise Price at the office or agency of the Company, in proper form for exercise, the Holder shall be deemed to be the holder of record of the common stock issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such common stock shall not then be actually delivered to the Holder.

2. Rights of the Holder. The Holder shall not, by virtue hereof, be entitled to any rights of a member in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein.

3. Adjustment in Number of Shares and Certain Exercise Restrictions

(A) Adjustment for Reclassifications. In case at any time or from time to time after March 1, 2017 (“Issue Date”) the holders of the Common Stock of the Company (or any shares or other securities at the time receivable upon the exercise of this Warrant) shall have received, or, on or after the record date fixed for the determination of eligible members, shall have become entitled to receive, without payment therefore, other or additional shares or other securities or property (other than cash) by way of share-split, spinoff, reclassification, combination of shares or similar corporate rearrangement (exclusive of any dividend of its or any subsidiary’s shares), then and in each such case, the Holder of this Warrant, upon the exercise hereof as provided in Section 1, shall be entitled to receive the amount of securities and property which such Holder would hold on the date of such exercise if on the Issue Date he had been the holder of record of the number of common stock shares of the Company called for on the face of this Warrant and had thereafter, during the period from the Issue Date, to and including the date of such exercise, retained such shares and/or all other or additional securities and property receivable by him as aforesaid during such period, giving effect to all adjustments called for during such period.

(B) Adjustment for Reorganization, Consolidation, Merger. In case of any reorganization of the Company (or any other company the securities of which are at the time receivable on the exercise of this Warrant) after the Issue Date, or in case, after such date, the Company (or any such other company) shall consolidate with or merge into another company or convey all, or substantially all, of its assets to another company, then and in each such case the Holder of this Warrant, upon the exercise hereof as provided in Section 1 at any time after the consummation of such reorganization, consolidation, merger or conveyance, shall be entitled to receive, in lieu of the securities and property receivable upon the exercise of this Warrant prior to such consummation, the securities or property to which such Holder would be entitled had the Holder exercised this Warrant immediately prior thereto, all subject to further adjustment as provided herein; in each such case, the terms of this Warrant shall be applicable to the shares or other securities or property receivable upon the exercise of this Warrant after such consummation.

(C) Exercise Restrictions. Notwithstanding anything to the contrary set forth in this Warrant, at no time may a Holder of this Warrant exercise this Warrant if the number of shares of Common Stock to be issued pursuant to such exercise would exceed, when aggregated with all other shares of Common Stock owned by such Holder at such time, the number of shares of Common Stock which would result in such Holder beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act and the rules thereunder) in excess of 4.99% of the then issued and outstanding shares of Common Stock; provided, however, that upon a holder of this Warrant providing the Company with sixty-one (61) days notice that such Holder would like to waive this Section 3(C) with regard to any or all shares of Common Stock issuable upon exercise of this Warrant, this Section 3(C) will be of no force or effect with regard to all or a portion of the Warrant referenced in the a waiver notice; provided, further, that this provision shall be of no further force or effect during the sixty-one (61) days immediately preceding the expiration of the term of this Warrant.

3.4 Cashless Exercise. Notwithstanding any provisions herein to the contrary and commencing six months following the original issue date if the per share market value of one share of Common Stock is greater than the Exercise Price and a registration statement under the Securities Act providing for the resale of the Warrant Stock is not then in effect by the date such registration statement is required or not effective at any time during the effectiveness period, in lieu of exercising this Warrant by payment of cash, the Holder may exercise this Warrant by a cashless exercise and shall receive the number of shares of Common Stock equal to an amount by surrender of this Warrant at the principal office of the Company together with the properly endorsed Notice of Exercise in which event the Company shall issue to the Holder a number of shares of Common Stock that create is computed.

3.5 Adjustment in Exercise Price. Under no circumstances shall the Exercise Price of the Warrant change. Therefore, in the case of a reverse stock split or recapitalization or any other event, subsequent to any such event, the Exercise Price shall remain \$.001.

4. Notices to Warrant Holders. So long as this Warrant shall be outstanding and unexercised if the Company shall take any action which would trigger an adjustment (as set forth in Section 3), then, in any such case, the Company shall cause to be delivered to the Holder, at least ten days prior to the date specified in (x) or (y) below, as the case may be, notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance; lease, dissolution, liquidation or winding up is to take place and the date, if any, is to be fixed, as of which the holders of Common Stock of record shall be entitled to exchange their common stock for securities or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

5. Officer's Certificate. Whenever the number of common stock issuable upon exercise of this Warrant or the Exercise Price shall be adjusted as required by the provisions hereof, the Company shall forthwith file in the custody of its Secretary or an Assistant Secretary at its principal office, and with its stock transfer agent, if any, an officer's certificate showing the adjusted number of common stock or Exercise Price determined as herein provided and setting forth in reasonable detail the facts requiring such adjustment. Each such officer's certificate shall be made available at all reasonable times for inspection by the Holder and the Company shall, forthwith after each such adjustment, deliver a copy of such certificate to the Holder. Such certificate shall be conclusive as to the correctness of such adjustment.

6. Restrictions on Transfer. The Holder of this Warrant, by acceptance thereof, agrees that, absent an effective registration statement, under the Securities Act of 1933 (the "Act"), covering the disposition of this Warrant or the Common Stock issued or issuable upon exercise hereof, such Holder will not sell or transfer any or all of this Warrant or such Common Stock without first providing the Company with an opinion of counsel reasonably satisfactory to the Company to the effect that such sale or transfer will be exempt from the registration and prospectus delivery requirements of the Act. The certificates evidencing the Warrant and Common Stock which will be delivered to such Holder by the Company shall bear substantially the following legend:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REQUIREMENTS FOR SUCH REGISTRATION FOR NONPUBLIC OFFERINGS. ACCORDINGLY, THE SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES EVIDENCED HEREBY OR ANY PORTION THEREOF OR INTEREST THEREIN MAY NOT BE ACCOMPLISHED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THAT ACT OR AN OPINION OF COUNSEL TO THE HOLDER OF THE SECURITIES (UNLESS THE COMPANY DETERMINES IN ITS SOLE DISCRETION TO USE ITS OWN COUNSEL), WITH ANY SUCH COUNSEL AND OPINION OF COUNSEL TO BE REASONABLY ACCEPTABLE TO THE ISSUER, TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED.

Each Holder of this Warrant, at the time all or a portion of such Warrant is exercised, agrees to make such written representations to the Company as counsel for the Company may reasonably request, in order that the Company may be reasonably satisfied that such exercise of the Warrant and consequent issuance of Common Stock will not violate the registration and prospectus delivery requirements of the Act, or other applicable state securities laws.

7. Piggyback Registration Rights. If, at any time after the Issue Date and expiring on the Expiration Date, the Company proposes to register any of its securities under the Act either for its own account or for the account of others, in connection with the public offering of such equity securities solely for cash, on a registration form that would also permit the registration of the common stock issuable upon exercise of this Warrant (“Warrant Shares”), the Company shall promptly give the Holder written notice of such proposal. Within thirty (30) days after the notice is given, the Holder shall give notice as to the number of Warrant Shares, if any, which have vested and which the Holder requests be registered simultaneously with such registration by the Company. The Company shall use its best efforts to include such Warrant Shares in such registration statement (or in a separate registration statement concurrently filed) which the Holder requests to be so included and to cause such registration statement to become effective with respect to such shares in accordance with the registration procedures set forth in Section 8 hereof. If at any time after giving written notice of its intention to register equity securities and before the effectiveness of the registration statement filed in connection with such registration, the Company determines for any reason either not to effect such registration or to delay such registration, the Company may, at its election, by delivery of written notice to the Holder, (i) in the case of a determination not to effect registration, relieve itself of a reasonably necessary portion of its obligation to register the Warrant Shares under this Section 7 in connection with such registration, or (ii) in the case of a determination to delay registration, delay the registration of the Warrant Shares under this Section 7 for the same period as the delay in the registration of such other equity securities. Each Holder of Warrant Shares requesting inclusion in a registration pursuant to this Section 7 may, at any time before the effective date of the registration statement relating to such registration, revoke such request by delivering written notice of such revocation to the Company (which notice shall be effective only upon receipt by the Company); provided, however, that if the Company, in consultation with its financial and legal advisors, determines that such revocation would require a recirculation of the prospectus contained in the registration statement, then such Holder of Warrant Shares shall have no right to revoke its request.

8. Expenses and Procedures.

(A) Expenses of Registration. All registration expenses (exclusive of underwriting discounts and commissions) shall be borne by the Company; provided, however, that if a Holder revokes a registration request pursuant to the last sentence of Section 7, the registration expenses in connection with such revoked registration shall be borne by such Holder. Each Holder of Warrant Shares shall bear all underwriting discounts, selling commissions, sales concessions and similar expenses applicable to the sale of the Warrant Shares sold by such Holder.

(B) Registration Procedures. In the case of the registration, qualification or compliance effected by the Company pursuant to Section 7 hereof, the Company will keep the Holders of Warrant Shares advised as to the initiation of registration, qualification and compliance and as to the completion thereof. At its expense, the Company will furnish such number of prospectuses and other documents incident thereto as the Holders or underwriters from time to time may reasonably request.

(C) Information. The Company may require each seller of Warrant Shares as to which any registration is being effected to furnish such information regarding the distribution of such Warrant Shares as the Company may from time to time reasonably request and the Company may exclude from such registration the Warrant Shares of any seller who unreasonably fails to furnish such information after receiving such request.

(D) Blue Sky. The Company will, as expeditiously as possible, use its best efforts to register or qualify the Warrant Shares covered by a registration statement at the expense of the Company in such jurisdictions as the holders of such Warrant Shares or, in the case of an underwritten public offering, the managing underwriter shall reasonably request at the expense of the Holders of the Warrant Shares being registered provided that the Company shall not be required in connection with any such registration or qualification or as a condition thereto to qualify to do business in any jurisdiction where it is not so qualified or to take any action which would subject it to taxation or service of process in any jurisdiction where it is not otherwise subject to such taxation or service of process.

(E) Notification of Material Events. The Company will, as expeditiously as possible, immediately notify each holder of Warrant Shares under a registration statement, at any time when a prospectus relating thereto is required to be delivered under the Act, of the happening of any event as a result of which the prospectus contained in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and, as expeditiously as possible, amend or supplement such prospectus to eliminate the untrue statement or the omission.

9. Indemnification.

(A) Indemnification by Company. The Company shall, without limitation as to time, indemnify and hold harmless, to the full extent permitted by law, each holder of Warrant Shares, its officers, directors, agents and employees, each person who controls such holder (within the meaning of Section 15 of the Act or Section 20 of the Securities Exchange Act of 1934, as amended, hereinafter the "Exchange Act"), and the officers, directors, agents or employees of any such controlling person, from and against all losses, claims, damages, liabilities, costs (including, without limitation, all reasonable attorneys' fees) and expenses (collectively "Loss" or "Losses"), as incurred, arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any registration statement, prospectus or preliminary prospectus or any amendment or supplement thereto, or arising out of or based upon any omission or alleged omission of 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 (in the case of any prospectus) not misleading, except insofar as the same are based solely upon information furnished to the Company by such holder for use therein; provided, however, that the Company shall not be liable in any such case to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission made in any preliminary prospectus or prospectus if (i) such holder failed to send or deliver a copy of the prospectus or prospectus supplement with or prior to the delivery of written confirmation of the sale of Warrant Shares and (ii) the prospectus or prospectus supplement would have corrected such untrue statement or omission. If requested, the Company shall also indemnify underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution, their officers, directors, agents and employees and each person who controls such persons (within the meaning of Section 15 of the Act or Section 20 of the Exchange Act) to the same extent as provided above with respect to the indemnification of the Holders of Warrant Shares. It is agreed that the indemnity agreement contained in this Section 9(A) shall not apply to amounts paid in settlement of any such Loss if such settlement is effected without the consent of the Company (which consent has not been unreasonably withheld).

(B) Conduct of Indemnification Proceedings. If any action or proceeding (including any governmental investigation or inquiry) shall be brought or any claim shall be asserted against any person entitled to indemnity hereunder (an "Indemnified Party"), such indemnified party shall promptly notify the party from which such indemnity is sought (the "Indemnifying Party") in writing, and the indemnifying party shall assume the defense thereof including the employment of counsel reasonably satisfactory to the indemnified party and the payment of all fees and expenses incurred in connection with the defense thereof. All such fees and expenses (including any fees and expenses incurred in connection with investigation or preparing to defend such action or proceeding) shall be paid to the indemnified party, as incurred, within 20 days of written notice thereof to the indemnifying party; provided, however, that if, in accordance with this Section 9, the indemnifying party is not liable to the indemnified party, such fees and expenses shall be returned promptly to the indemnifying party. Any such indemnified party shall have the right to employ separate counsel in any such action, claim or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be the expense of such indemnified party unless (a) the indemnifying party has agreed to pay such fees and expenses, (b) the indemnifying party shall have failed promptly to assume the defense of such action, claim or proceeding and to employ counsel reasonably satisfactory to the indemnified party in any such action, claim or proceeding, or (c) the named parties to any such action, claim or proceeding (including any impleaded parties) include both such indemnified party and the indemnifying party, and such indemnified party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the indemnifying party (in which case, if such indemnified party notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such action, claim or proceeding on behalf of such indemnified party, it being understood, however, that the indemnifying party shall not, in connection with any one such action, claim or proceeding or separate but substantially similar or related actions, claims or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (together with appropriate local counsel) at any time for all such indemnified parties, unless in the opinion of counsel for such indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such action, claim or proceeding, in which event the indemnifying party shall be obligated to pay the fees and expenses of such additional counsel or counsels). No indemnifying party will consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the release of such indemnified party from all liability in respect to such claim or litigation without the written consent (which consent will not be unreasonably withheld) of the indemnified party. No indemnified party shall consent to entry of any judgment or enter into any settlement without the written consent (which consent will not be unreasonably withheld) of the indemnifying party from which indemnify or contribution is sought.

(C) Contribution. If the indemnification provided for in this Section 9 is unavailable to an indemnified party under Section 9(A) or 9(B) hereof (other than by reason of exceptions provided in those Sections) in respect of any Losses, then each applicable indemnifying party in lieu of indemnifying such indemnified party shall contribute to the amount paid or payable by such indemnified party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party and indemnified party in connection with the actions, statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such indemnifying party and the indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 9(B), any legal or other fees or expenses reasonably incurred by such party in connection with any action, suit, claim, investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 9(C) were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

10. Loss or Mutilation. Upon receipt by the Company of evidence satisfactory to it (in the exercise of reasonable discretion) of the ownership of and the loss, theft, destruction or mutilation of any Warrant and (in the case of loss, theft or destruction) of indemnity satisfactory to it (in the exercise of reasonable discretion), and (in the case of mutilation) upon surrender and cancellation thereof, the Company will execute and deliver in lieu thereof a new Warrant of like tenor.

11. Reservation of Shares. The Company shall at all times reserve and keep available for issue upon the exercise of Warrants such number of its authorized but unissued common stock as will be sufficient to permit the exercise in full of all outstanding Warrants.

12. Notices. All notices and other communications from the Company to the Holder of this Warrant shall be mailed by first class registered or certified mail, postage prepaid, to the address furnished to the Company in writing by the last Holder of this Warrant who shall have furnished an address to the Company in writing.

13. Change; Waiver. Neither this Warrant nor any term hereof may be changed, waived, discharged or terminated orally but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

14. Law Governing. This Warrant shall be construed and enforced in accordance with and governed by the laws of the State of Nevada.

DATED: July 30, 2018

MyDx, Inc.
A Nevada corporation

By: _____
Daniel Yazbeck
Chief Executive Officer

COMMON STOCK PURCHASE WARRANT

A-3

VOID AFTER 5:00 P.M., EASTERN TIME ON January 15, 2022**For the Purchase of Seven and One-Half Percent (7.5%) of the
Issued and Outstanding Shares of Common Stock, \$0.001 Value
of
MyDx, Inc.
a Nevada corporation**

THIS CERTIFIES THAT, for value received, BCI Venture Partners, LLC Investment Series A-3 (the "Holder"), as registered owner of this Common Stock Purchase Warrant ("Warrant"), is entitled to, at any time at or before the Expiration Date (as defined below), but not thereafter, to subscribe for, purchase and receive seven and one half percent (7.5%) of the common shares issued and outstanding at the time of exercise, of the fully paid and non-assessable shares of common stock (the "Common Stock"), of MyDx, Inc., a Nevada corporation (the "Company"), at \$.001 per share (the "Exercise Price"), upon presentation and surrender of this Warrant and upon payment by cashier's check, wire transfer or credit of the Exercise Price for such Common Stock to the Company at the principal office of the Company; provided, however, that upon the occurrence of any of the events specified in the Statement of Rights of Warrant Holder, a copy of which is attached as Annex 1 hereto, and by this reference made a part hereof, the rights granted by this Warrant shall be adjusted as therein specified.

Upon exercise of this Warrant, the form of election must be duly executed and the instructions for registration of the Shares acquired by such exercise must be completed.

The term Expiration Date (the "Expiration Date") means the earliest of (i) the second anniversary of the date hereof, (ii) immediately prior to the sale of all of substantially all of the Company's assets, or (iii) immediately prior to a merger or consolidation in which securities possessing more than 50% of the total combined voting power of the Company's outstanding securities are transferred to a person or persons different from the persons holding those securities immediately prior to such transaction; provided, that the Company shall give notice to the Holder at least 10 days prior to the events set forth in clauses (i), (ii) and (iii) above.

If the subscription rights represented hereby are not exercised at or before the Expiration Date, this Warrant shall become void, and all rights represented hereby shall cease and expire.

This Warrant may be exercised in accordance with its terms in whole or in part. In the event of the exercise or assignment hereof in part only, the Company shall cause to be delivered to the Holder a new Warrant of like tenor to this Warrant in the name of the Holder, evidencing the right of the Holder to purchase the number of Shares purchasable hereunder as to which this Warrant has not been exercised or assigned.

In no event shall this Warrant (or the Shares issuable, upon full or partial exercise hereof) be offered or sold except in conformity with the Securities Act of 1933; as amended.

COMMON STOCK PURCHASE WARRANT A-3
SIGNATURE PAGE

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by its duly authorized officer this January 15, 2018.

MyDx, Inc.

By: _____

Daniel Yazbeck
Chief Executive Officer

Form to be used to exercise Warrant:

TO: MyDx, Inc

DATE: _____

The Undersigned _____, pursuant to the provisions of the within Warrant, hereby elects to purchase _____ shares of Common Stock of MyDx, Inc. covered by the within Warrant.

(Name)

(Address)

(Taxpayer Number)

and if said number of Warrants exercised shall not be all the Warrants evidenced by the within Warrant Certificate, issue a new Warrant Certificate for the remaining balance of Warrants to the undersigned at the address below.

Name of Holder: _____
(Please Print)

Signature: _____

(Address)

NOTICE: The signature to exercise must correspond with the name upon the face of the Warrant in every particular without alteration or enlargement or any change whatsoever.

Form to be used to transfer Warrants:

TO: MyDx, Inc.

DATE: _____

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ (Tax ID No. _____) the attached Warrant, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint the Secretary of the Company attorney, to transfer said Warrant Certificate on the books of the company with the full power of substitution in the premises.

Name of Holder: _____
(Please Print)

Signature: _____

(Address)

Form to be used for partial assignment of Warrants:

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ (Tax ID No. _____) the right to purchase _____ shares of Warrant Stock evidenced by the within Warrant together with all right, title and interest therein, and does hereby irrevocably constitute and appoint the Secretary of the Company attorney, to transfer said Warrant Certificate on the books of the company with the full power of substitution in the premises.

Name of Holder: _____
(Please Print)

Signature: _____

(Address)

**ANNEX 1 TO MyDx, INC.
COMMON STOCK PURCHASE WARRANT A-3**

STATEMENT OF RIGHTS OF WARRANT HOLDER

1. Exercise of Warrant. This Warrant may be exercised in whole or in part at any time at or before the Expiration Date (as defined in the Warrant), by presentation and surrender hereof to the Company, with the Exercise Form annexed hereto duly executed and accompanied by payment to the Company of an amount of consideration therefor equal to the Warrant Price in effect on the date of such exercise multiplied by the number of shares of Warrant Stock with respect to which this Warrant is then being exercised, payable at such Holder's election by wire transfer to an account designated by the Company, by cashless exercise in accordance with the provisions of Section 3.4, but only when a registration statement under the Securities Act providing for the resale of the Warrant Stock is not then in effect, or by a combination of the foregoing methods of payment selected by the Holder of this Warrant. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the right of the Holder to purchase the balance of the shares purchasable hereunder. Upon receipt by the Company of this Warrant and the Exercise Price at the office or agency of the Company, in proper form for exercise, the Holder shall be deemed to be the holder of record of the common stock issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such common stock shall not then be actually delivered to the Holder.

2. Rights of the Holder. The Holder shall not, by virtue hereof, be entitled to any rights of a member in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein.

3. Adjustment in Number of Shares and Certain Exercise Restrictions

(A) Adjustment for Reclassifications. In case at any time or from time to time after January 15, 2018 ("Issue Date") the holders of the Common Stock of the Company (or any shares or other securities at the time receivable upon the exercise of this Warrant) shall have received, or, on or after the record date fixed for the determination of eligible members, shall have become entitled to receive, without payment therefore, other or additional shares or other securities or property (other than cash) by way of share-split, spinoff, reclassification, combination of shares or similar corporate rearrangement (exclusive of any dividend of its or any subsidiary's shares), then and in each such case, the Holder of this Warrant, upon the exercise hereof as provided in Section 1, shall be entitled to receive the amount of securities and property which such Holder would hold on the date of such exercise if on the Issue Date he had been the holder of record of the number of common stock shares of the Company called for on the face of this Warrant and had thereafter, during the period from the Issue Date, to and including the date of such exercise, retained such shares and/or all other or additional securities and property receivable by him as aforesaid during such period, giving effect to all adjustments called for during such period.

(B) Adjustment for Reorganization, Consolidation, Merger. In case of any reorganization of the Company (or any other company the securities of which are at the time receivable on the exercise of this Warrant) after the Issue Date, or in case, after such date, the Company (or any such other company) shall consolidate with or merge into another company or convey all, or substantially all, of its assets to another company, then and in each such case the Holder of this Warrant, upon the exercise hereof as provided in Section 1 at any time after the consummation of such reorganization, consolidation, merger or conveyance, shall be entitled to receive, in lieu of the securities and property receivable upon the exercise of this Warrant prior to such consummation, the securities or property to which such Holder would be entitled had the Holder exercised this Warrant immediately prior thereto, all subject to further adjustment as provided herein; in each such case, the terms of this Warrant shall be applicable to the shares or other securities or property receivable upon the exercise of this Warrant after such consummation.

(C) Exercise Restrictions. Notwithstanding anything to the contrary set forth in this Warrant, at no time may a Holder of this Warrant exercise this Warrant if the number of shares of Common Stock to be issued pursuant to such exercise would exceed, when aggregated with all other shares of Common Stock owned by such Holder at such time, the number of shares of Common Stock which would result in such Holder beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act and the rules thereunder) in excess of 4.99% of the then issued and outstanding shares of Common Stock; provided, however, that upon a holder of this Warrant providing the Company with sixty-one (61) days notice that such Holder would like to waive this Section 3(C) with regard to any or all shares of Common Stock issuable upon exercise of this Warrant, this Section 3(C) will be of no force or effect with regard to all or a portion of the Warrant referenced in the a waiver notice; provided, further, that this provision shall be of no further force or effect during the sixty-one (61) days immediately preceding the expiration of the term of this Warrant.

3.4 Cashless Exercise. Notwithstanding any provisions herein to the contrary and commencing six months following the original issue date if the per share market value of one share of Common Stock is greater than the Exercise Price and a registration statement under the Securities Act providing for the resale of the Warrant Stock is not then in effect by the date such registration statement is required or not effective at any time during the effectiveness period, in lieu of exercising this Warrant by payment of cash, the Holder may exercise this Warrant by a cashless exercise and shall receive the number of shares of Common Stock equal to an amount by surrender of this Warrant at the principal office of the Company together with the properly endorsed Notice of Exercise in which event the Company shall issue to the Holder a number of shares of Common Stock that create is computed.

3.5 Adjustment in Exercise Price. Under no circumstances shall the Exercise Price of the Warrant change. Therefore, in the case of a reverse stock split or recapitalization or any other event, subsequent to any such event, the Exercise Price shall remain \$.001.

4. Notices to Warrant Holders. So long as this Warrant shall be outstanding and unexercised if the Company shall take any action which would trigger an adjustment (as set forth in Section 3), then, in any such case, the Company shall cause to be delivered to the Holder, at least ten days prior to the date specified in (x) or (y) below, as the case may be, notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance; lease, dissolution, liquidation or winding up is to take place and the date, if any, is to be fixed, as of which the holders of Common Stock of record shall be entitled to exchange their common stock for securities or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

5. Officer's Certificate. Whenever the number of common stock issuable upon exercise of this Warrant or the Exercise Price shall be adjusted as required by the provisions hereof, the Company shall forthwith file in the custody of its Secretary or an Assistant Secretary at its principal office, and with its stock transfer agent, if any, an officer's certificate showing the adjusted number of common stock or Exercise Price determined as herein provided and setting forth in reasonable detail the facts requiring such adjustment. Each such officer's certificate shall be made available at all reasonable times for inspection by the Holder and the Company shall, forthwith after each such adjustment, deliver a copy of such certificate to the Holder. Such certificate shall be conclusive as to the correctness of such adjustment.

6. Restrictions on Transfer. The Holder of this Warrant, by acceptance thereof; agrees that, absent an effective registration statement, under the Securities Act of 1933 (the "Act"), covering the disposition of this Warrant or the Common Stock issued or issuable upon exercise hereof, such Holder will not sell or transfer any or all of this Warrant or such Common Stock without first providing the Company with an opinion of counsel reasonably satisfactory to the Company to the effect that such sale or transfer will be exempt from the registration and prospectus delivery requirements of the Act. The certificates evidencing the Warrant and Common Stock which will be delivered to such Holder by the Company shall bear substantially the following legend:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REQUIREMENTS FOR SUCH REGISTRATION FOR NONPUBLIC OFFERINGS. ACCORDINGLY, THE SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES EVIDENCED HEREBY OR ANY PORTION THEREOF OR INTEREST THEREIN MAY NOT BE ACCOMPLISHED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THAT ACT OR AN OPINION OF COUNSEL TO THE HOLDER OF THE SECURITIES (UNLESS THE COMPANY DETERMINES IN ITS SOLE DISCRETION TO USE ITS OWN COUNSEL), WITH ANY SUCH COUNSEL AND OPINION OF COUNSEL TO BE REASONABLY ACCEPTABLE TO THE ISSUER, TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED.

Each Holder of this Warrant, at the time all or a portion of such Warrant is exercised, agrees to make such written representations to the Company as counsel for the Company may reasonably request, in order that the Company may be reasonably satisfied that such exercise of the Warrant and consequent issuance of Common Stock will not violate the registration and prospectus delivery requirements of the Act, or other applicable state securities laws.

7. Piggyback Registration Rights. If, at any time after the Issue Date and expiring on the Expiration Date, the Company proposes to register any of its securities under the Act either for its own account or for the account of others, in connection with the public offering of such equity securities solely for cash, on a registration form that would also permit the registration of the common stock issuable upon exercise of this Warrant (“Warrant Shares”), the Company shall promptly give the Holder written notice of such proposal. Within thirty (30) days after the notice is given, the Holder shall give notice as to the number of Warrant Shares, if any, which have vested and which the Holder requests be registered simultaneously with such registration by the Company. The Company shall use its best efforts to include such Warrant Shares in such registration statement (or in a separate registration statement concurrently filed) which the Holder requests to be so included and to cause such registration statement to become effective with respect to such shares in accordance with the registration procedures set forth in Section 8 hereof. If at any time after giving written notice of its intention to register equity securities and before the effectiveness of the registration statement filed in connection with such registration, the Company determines for any reason either not to effect such registration or to delay such registration, the Company may, at its election, by delivery of written notice to the Holder, (i) in the case of a determination not to effect registration, relieve itself of a reasonably necessary portion of its obligation to register the Warrant Shares under this Section 7 in connection with such registration, or (ii) in the case of a determination to delay registration, delay the registration of the Warrant Shares under this Section 7 for the same period as the delay in the registration of such other equity securities. Each Holder of Warrant Shares requesting inclusion in a registration pursuant to this Section 7 may, at any time before the effective date of the registration statement relating to such registration, revoke such request by delivering written notice of such revocation to the Company (which notice shall be effective only upon receipt by the Company); provided, however, that if the Company, in consultation with its financial and legal advisors, determines that such revocation would require a recirculation of the prospectus contained in the registration statement, then such Holder of Warrant Shares shall have no right to revoke its request.

8. Expenses and Procedures.

(A) Expenses of Registration. All registration expenses (exclusive of underwriting discounts and commissions) shall be borne by the Company; provided, however, that if a Holder revokes a registration request pursuant to the last sentence of Section 7, the registration expenses in connection with such revoked registration shall be borne by such Holder. Each Holder of Warrant Shares shall bear all underwriting discounts, selling commissions, sales concessions and similar expenses applicable to the sale of the Warrant Shares sold by such Holder.

(B) Registration Procedures. In the case of the registration, qualification or compliance effected by the Company pursuant to Section 7 hereof, the Company will keep the Holders of Warrant Shares advised as to the initiation of registration, qualification and compliance and as to the completion thereof. At its expense, the Company will furnish such number of prospectuses and other documents incident thereto as the Holders or underwriters from time to time may reasonably request.

(C) Information. The Company may require each seller of Warrant Shares as to which any registration is being effected to furnish such information regarding the distribution of such Warrant Shares as the Company may from time to time reasonably request and the Company may exclude from such registration the Warrant Shares of any seller who unreasonably fails to furnish such information after receiving such request.

(D) Blue Sky. The Company will, as expeditiously as possible, use its best efforts to register or qualify the Warrant Shares covered by a registration statement at the expense of the Company in such jurisdictions as the holders of such Warrant Shares or, in the case of an underwritten public offering, the managing underwriter shall reasonably request at the expense of the Holders of the Warrant Shares being registered provided that the Company shall not be required in connection with any such registration or qualification or as a condition thereto to qualify to do business in any jurisdiction where it is not so qualified or to take any action which would subject it to taxation or service of process in any jurisdiction where it is not otherwise subject to such taxation or service of process.

(E) Notification of Material Events. The Company will, as expeditiously as possible, immediately notify each holder of Warrant Shares under a registration statement, at any time when a prospectus relating thereto is required to be delivered under the Act, of the happening of any event as a result of which the prospectus contained in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and, as expeditiously as possible, amend or supplement such prospectus to eliminate the untrue statement or the omission.

9. Indemnification.

(A) Indemnification by Company. The Company shall, without limitation as to time, indemnify and hold harmless, to the full extent permitted by law, each holder of Warrant Shares, its officers, directors, agents and employees, each person who controls such holder (within the meaning of Section 15 of the Act or Section 20 of the Securities Exchange Act of 1934, as amended, hereinafter the "Exchange Act"), and the officers, directors, agents or employees of any such controlling person, from and against all losses, claims, damages, liabilities, costs (including, without limitation, all reasonable attorneys' fees) and expenses (collectively "Loss" or "Losses"), as incurred, arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any registration statement, prospectus or preliminary prospectus or any amendment or supplement thereto, or arising out of or based upon any omission or alleged omission of 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 (in the case of any prospectus) not misleading, except insofar as the same are based solely upon information furnished to the Company by such holder for use therein; provided, however, that the Company shall not be liable in any such case to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission made in any preliminary prospectus or prospectus if (i) such holder failed to send or deliver a copy of the prospectus or prospectus supplement with or prior to the delivery of written confirmation of the sale of Warrant Shares and (ii) the prospectus or prospectus supplement would have corrected such untrue statement or omission. If requested, the Company shall also indemnify underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution, their officers, directors, agents and employees and each person who controls such persons (within the meaning of Section 15 of the Act or Section 20 of the Exchange Act) to the same extent as provided above with respect to the indemnification of the Holders of Warrant Shares. It is agreed that the indemnity agreement contained in this Section 9(A) shall not apply to amounts paid in settlement of any such Loss if such settlement is effected without the consent of the Company (which consent has not been unreasonably withheld).

(B) Conduct of Indemnification Proceedings. If any action or proceeding (including any governmental investigation or inquiry) shall be brought or any claim shall be asserted against any person entitled to indemnity hereunder (an "Indemnified Party"), such indemnified party shall promptly notify the party from which such indemnity is sought (the "Indemnifying Party") in writing, and the indemnifying party shall assume the defense thereof including the employment of counsel reasonably satisfactory to the indemnified party and the payment of all fees and expenses incurred in connection with the defense thereof. All such fees and expenses (including any fees and expenses incurred in connection with investigation or preparing to defend such action or proceeding) shall be paid to the indemnified party, as incurred, within 20 days of written notice thereof to the indemnifying party; provided, however, that if, in accordance with this Section 9, the indemnifying party is not liable to the indemnified party, such fees and expenses shall be returned promptly to the indemnifying party. Any such indemnified party shall have the right to employ separate counsel in any such action, claim or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be the expense of such indemnified party unless (a) the indemnifying party has agreed to pay such fees and expenses, (b) the indemnifying party shall have failed promptly to assume the defense of such action, claim or proceeding and to employ counsel reasonably satisfactory to the indemnified party in any such action, claim or proceeding, or (c) the named parties to any such action, claim or proceeding (including any impleaded parties) include both such indemnified party and the indemnifying party, and such indemnified party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the indemnifying party (in which case, if such indemnified party notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such action, claim or proceeding on behalf of such indemnified party, it being understood, however, that the indemnifying party shall not, in connection with any one such action, claim or proceeding or separate but substantially similar or related actions, claims or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (together with appropriate local counsel) at any time for all such indemnified parties, unless in the opinion of counsel for such indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such action, claim or proceeding, in which event the indemnifying party shall be obligated to pay the fees and expenses of such additional counsel or counsels). No indemnifying party will consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the release of such indemnified party from all liability in respect to such claim or litigation without the written consent (which consent will not be unreasonably withheld) of the indemnified party. No indemnified party shall consent to entry of any judgment or enter into any settlement without the written consent (which consent will not be unreasonably withheld) of the indemnifying party from which indemnify or contribution is sought.

(C) Contribution. If the indemnification provided for in this Section 9 is unavailable to an indemnified party under Section 9(A) or 9(B) hereof (other than by reason of exceptions provided in those Sections) in respect of any Losses, then each applicable indemnifying party in lieu of indemnifying such indemnified party shall contribute to the amount paid or payable by such indemnified party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party and indemnified party in connection with the actions, statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such indemnifying party and the indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 9(B), any legal or other fees or expenses reasonably incurred by such party in connection with any action, suit, claim, investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 9(C) were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

10. Loss or Mutilation. Upon receipt by the Company of evidence satisfactory to it (in the exercise of reasonable discretion) of the ownership of and the loss, theft, destruction or mutilation of any Warrant and (in the case of loss, theft or destruction) of indemnity satisfactory to it (in the exercise of reasonable discretion), and (in the case of mutilation) upon surrender and cancellation thereof, the Company will execute and deliver in lieu thereof a new Warrant of like tenor.

11. Reservation of Shares. The Company shall at all times reserve and keep available for issue upon the exercise of Warrants such number of its authorized but unissued common stock as will be sufficient to permit the exercise in full of all outstanding Warrants.

12. Notices. All notices and other communications from the Company to the Holder of this Warrant shall be mailed by first class registered or certified mail, postage prepaid, to the address furnished to the Company in writing by the last Holder of this Warrant who shall have furnished an address to the Company in writing.

13. Change; Waiver. Neither this Warrant nor any term hereof may be changed, waived, discharged or terminated orally but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

14. Law Governing. This Warrant shall be construed and enforced in accordance with and governed by the laws of the State of Nevada.

DATED: January 15, 2018

MyDx, Inc.
A Nevada corporation

By: _____
Daniel Yazbeck
Chief Executive Officer

COMMON STOCK PURCHASE WARRANT

A-4

VOID AFTER 5:00 P.M., EASTERN TIME ON August 1, 2022**For the Purchase of Seven and One-Half Percent (7.5%) of the
Issued and Outstanding Shares of Common Stock, \$0.001 Value
of
MyDx, Inc.
a Nevada corporation**

THIS CERTIFIES THAT, for value received, Torque Research and Development, Inc. (the "Holder"), as registered owner of this Common Stock Purchase Warrant ("Warrant"), is entitled to, at any time at or before the Expiration Date (as defined below), but not thereafter, to subscribe for, purchase and receive seven and one half percent (7.5%) of the common shares issued and outstanding at the time of exercise, of the fully paid and non-assessable shares of common stock (the "Common Stock"), of MyDx, Inc., a Nevada corporation (the "Company"), at \$.001 per share (the "Exercise Price"), upon presentation and surrender of this Warrant and upon payment by cashier's check, wire transfer or credit of the Exercise Price for such Common Stock to the Company at the principal office of the Company; provided, however, that upon the occurrence of any of the events specified in the Statement of Rights of Warrant Holder, a copy of which is attached as Annex 1 hereto, and by this reference made a part hereof, the rights granted by this Warrant shall be adjusted as therein specified.

Upon exercise of this Warrant, the form of election must be duly executed and the instructions for registration of the Shares acquired by such exercise must be completed.

The term Expiration Date (the "Expiration Date") means the earliest of (i) the second anniversary of the date hereof, (ii) immediately prior to the sale of all of substantially all of the Company's assets, or (iii) immediately prior to a merger or consolidation in which securities possessing more than 50% of the total combined voting power of the Company's outstanding securities are transferred to a person or persons different from the persons holding those securities immediately prior to such transaction; provided, that the Company shall give notice to the Holder at least 10 days prior to the events set forth in clauses (i), (ii) and (iii) above.

If the subscription rights represented hereby are not exercised at or before the Expiration Date, this Warrant shall become void, and all rights represented hereby shall cease and expire.

This Warrant may be exercised in accordance with its terms in whole or in part. In the event of the exercise or assignment hereof in part only, the Company shall cause to be delivered to the Holder a new Warrant of like tenor to this Warrant in the name of the Holder, evidencing the right of the Holder to purchase the number of Shares purchasable hereunder as to which this Warrant has not been exercised or assigned.

In no event shall this Warrant (or the Shares issuable, upon full or partial exercise hereof) be offered or sold except in conformity with the Securities Act of 1933; as amended.

**COMMON STOCK PURCHASE WARRANT A-4
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by its duly authorized officer this August 1, 2018.

MyDx, Inc.

By: _____
Daniel Yazbeck
Chief Executive Officer

Form to be used to exercise Warrant:

TO: MyDx, Inc

DATE: _____

The Undersigned _____, pursuant to the provisions of the within Warrant, hereby elects to purchase _____ shares of Common Stock of MyDx, Inc. covered by the within Warrant.

(Name)

(Address)

(Taxpayer Number)

and if said number of Warrants exercised shall not be all the Warrants evidenced by the within Warrant Certificate, issue a new Warrant Certificate for the remaining balance of Warrants to the undersigned at the address below.

Name of Holder: _____
(Please Print)

Signature: _____

(Address)

NOTICE: The signature to exercise must correspond with the name upon the face of the Warrant in every particular without alteration or enlargement or any change whatsoever.

Form to be used to transfer Warrants:

TO: MyDx, Inc.

DATE: _____

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ (Tax ID No. _____) the attached Warrant, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint the Secretary of the Company attorney, to transfer said Warrant Certificate on the books of the company with the full power of substitution in the premises.

Name of Holder: _____
(Please Print)

Signature: _____

(Address)

Form to be used for partial assignment of Warrants:

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ (Tax ID No. _____) the right to purchase _____ shares of Warrant Stock evidenced by the within Warrant together with all right, title and interest therein, and does hereby irrevocably constitute and appoint the Secretary of the Company attorney, to transfer said Warrant Certificate on the books of the company with the full power of substitution in the premises.

Name of Holder: _____
(Please Print)

Signature: _____

(Address)

**ANNEX 1 TO MyDx, INC.
COMMON STOCK PURCHASE WARRANT A-4**

STATEMENT OF RIGHTS OF WARRANT HOLDER

1. Exercise of Warrant. This Warrant may be exercised in whole or in part at any time at or before the Expiration Date (as defined in the Warrant), by presentation and surrender hereof to the Company, with the Exercise Form annexed hereto duly executed and accompanied by payment to the Company of an amount of consideration therefor equal to the Warrant Price in effect on the date of such exercise multiplied by the number of shares of Warrant Stock with respect to which this Warrant is then being exercised, payable at such Holder's election by wire transfer to an account designated by the Company, by cashless exercise in accordance with the provisions of Section 3.4, but only when a registration statement under the Securities Act providing for the resale of the Warrant Stock is not then in effect, or by a combination of the foregoing methods of payment selected by the Holder of this Warrant. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the right of the Holder to purchase the balance of the shares purchasable hereunder. Upon receipt by the Company of this Warrant and the Exercise Price at the office or agency of the Company, in proper form for exercise, the Holder shall be deemed to be the holder of record of the common stock issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such common stock shall not then be actually delivered to the Holder.

2. Rights of the Holder. The Holder shall not, by virtue hereof, be entitled to any rights of a member in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in the Warrant and are not enforceable against the Company except to the extent set forth herein.

3. Adjustment in Number of Shares and Certain Exercise Restrictions

(A) Adjustment for Reclassifications. In case at any time or from time to time after August 1, 2018 ("Issue Date") the holders of the Common Stock of the Company (or any shares or other securities at the time receivable upon the exercise of this Warrant) shall have received, or, on or after the record date fixed for the determination of eligible members, shall have become entitled to receive, without payment therefore, other or additional shares or other securities or property (other than cash) by way of share-split, spinoff, reclassification, combination of shares or similar corporate rearrangement (exclusive of any dividend of its or any subsidiary's shares), then and in each such case, the Holder of this Warrant, upon the exercise hereof as provided in Section 1, shall be entitled to receive the amount of securities and property which such Holder would hold on the date of such exercise if on the Issue Date he had been the holder of record of the number of common stock shares of the Company called for on the face of this Warrant and had thereafter, during the period from the Issue Date, to and including the date of such exercise, retained such shares and/or all other or additional securities and property receivable by him as aforesaid during such period, giving effect to all adjustments called for during such period.

(B) Adjustment for Reorganization, Consolidation, Merger. In case of any reorganization of the Company (or any other company the securities of which are at the time receivable on the exercise of this Warrant) after the Issue Date, or in case, after such date, the Company (or any such other company) shall consolidate with or merge into another company or convey all, or substantially all, of its assets to another company, then and in each such case the Holder of this Warrant, upon the exercise hereof as provided in Section 1 at any time after the consummation of such reorganization, consolidation, merger or conveyance, shall be entitled to receive, in lieu of the securities and property receivable upon the exercise of this Warrant prior to such consummation, the securities or property to which such Holder would be entitled had the Holder exercised this Warrant immediately prior thereto, all subject to further adjustment as provided herein; in each such case, the terms of this Warrant shall be applicable to the shares or other securities or property receivable upon the exercise of this Warrant after such consummation.

(C) Exercise Restrictions. Notwithstanding anything to the contrary set forth in this Warrant, at no time may a Holder of this Warrant exercise this Warrant if the number of shares of Common Stock to be issued pursuant to such exercise would exceed, when aggregated with all other shares of Common Stock owned by such Holder at such time, the number of shares of Common Stock which would result in such Holder beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act and the rules thereunder) in excess of 4.99% of the then issued and outstanding shares of Common Stock; provided, however, that upon a holder of this Warrant providing the Company with sixty-one (61) days notice that such Holder would like to waive this Section 3(C) with regard to any or all shares of Common Stock issuable upon exercise of this Warrant, this Section 3(C) will be of no force or effect with regard to all or a portion of the Warrant referenced in the a waiver notice; provided, further, that this provision shall be of no further force or effect during the sixty-one (61) days immediately preceding the expiration of the term of this Warrant.

3.4 Cashless Exercise. Notwithstanding any provisions herein to the contrary and commencing six months following the original issue date if the per share market value of one share of Common Stock is greater than the Exercise Price and a registration statement under the Securities Act providing for the resale of the Warrant Stock is not then in effect by the date such registration statement is required or not effective at any time during the effectiveness period, in lieu of exercising this Warrant by payment of cash, the Holder may exercise this Warrant by a cashless exercise and shall receive the number of shares of Common Stock equal to an amount by surrender of this Warrant at the principal office of the Company together with the properly endorsed Notice of Exercise in which event the Company shall issue to the Holder a number of shares of Common Stock that create is computed.

3.5 Adjustment in Exercise Price. Under no circumstances shall the Exercise Price of the Warrant change. Therefore, in the case of a reverse stock split or recapitalization or any other event, subsequent to any such event, the Exercise Price shall remain \$.001.

4. Notices to Warrant Holders. So long as this Warrant shall be outstanding and unexercised if the Company shall take any action which would trigger an adjustment (as set forth in Section 3), then, in any such case, the Company shall cause to be delivered to the Holder, at least ten days prior to the date specified in (x) or (y) below, as the case may be, notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance; lease, dissolution, liquidation or winding up is to take place and the date, if any, is to be fixed, as of which the holders of Common Stock of record shall be entitled to exchange their common stock for securities or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

5. Officer's Certificate. Whenever the number of common stock issuable upon exercise of this Warrant or the Exercise Price shall be adjusted as required by the provisions hereof, the Company shall forthwith file in the custody of its Secretary or an Assistant Secretary at its principal office, and with its stock transfer agent, if any, an officer's certificate showing the adjusted number of common stock or Exercise Price determined as herein provided and setting forth in reasonable detail the facts requiring such adjustment. Each such officer's certificate shall be made available at all reasonable times for inspection by the Holder and the Company shall, forthwith after each such adjustment, deliver a copy of such certificate to the Holder. Such certificate shall be conclusive as to the correctness of such adjustment.

6. Restrictions on Transfer. The Holder of this Warrant, by acceptance thereof; agrees that, absent an effective registration statement, under the Securities Act of 1933 (the "Act"), covering the disposition of this Warrant or the Common Stock issued or issuable upon exercise hereof, such Holder will not sell or transfer any or all of this Warrant or such Common Stock without first providing the Company with an opinion of counsel reasonably satisfactory to the Company to the effect that such sale or transfer will be exempt from the registration and prospectus delivery requirements of the Act. The certificates evidencing the Warrant and Common Stock which will be delivered to such Holder by the Company shall bear substantially the following legend:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REQUIREMENTS FOR SUCH REGISTRATION FOR NONPUBLIC OFFERINGS. ACCORDINGLY, THE SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES EVIDENCED HEREBY OR ANY PORTION THEREOF OR INTEREST THEREIN MAY NOT BE ACCOMPLISHED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THAT ACT OR AN OPINION OF COUNSEL TO THE HOLDER OF THE SECURITIES (UNLESS THE COMPANY DETERMINES IN ITS SOLE DISCRETION TO USE ITS OWN COUNSEL), WITH ANY SUCH COUNSEL AND OPINION OF COUNSEL TO BE REASONABLY ACCEPTABLE TO THE ISSUER, TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED.

Each Holder of this Warrant, at the time all or a portion of such Warrant is exercised, agrees to make such written representations to the Company as counsel for the Company may reasonably request, in order that the Company may be reasonably satisfied that such exercise of the Warrant and consequent issuance of Common Stock will not violate the registration and prospectus delivery requirements of the Act, or other applicable state securities laws.

7. Piggyback Registration Rights. If, at any time after the Issue Date and expiring on the Expiration Date, the Company proposes to register any of its securities under the Act either for its own account or for the account of others, in connection with the public offering of such equity securities solely for cash, on a registration form that would also permit the registration of the common stock issuable upon exercise of this Warrant (“Warrant Shares”), the Company shall promptly give the Holder written notice of such proposal. Within thirty (30) days after the notice is given, the Holder shall give notice as to the number of Warrant Shares, if any, which have vested and which the Holder requests be registered simultaneously with such registration by the Company. The Company shall use its best efforts to include such Warrant Shares in such registration statement (or in a separate registration statement concurrently filed) which the Holder requests to be so included and to cause such registration statement to become effective with respect to such shares in accordance with the registration procedures set forth in Section 8 hereof. If at any time after giving written notice of its intention to register equity securities and before the effectiveness of the registration statement filed in connection with such registration, the Company determines for any reason either not to effect such registration or to delay such registration, the Company may, at its election, by delivery of written notice to the Holder, (i) in the case of a determination not to effect registration, relieve itself of a reasonably necessary portion of its obligation to register the Warrant Shares under this Section 7 in connection with such registration, or (ii) in the case of a determination to delay registration, delay the registration of the Warrant Shares under this Section 7 for the same period as the delay in the registration of such other equity securities. Each Holder of Warrant Shares requesting inclusion in a registration pursuant to this Section 7 may, at any time before the effective date of the registration statement relating to such registration, revoke such request by delivering written notice of such revocation to the Company (which notice shall be effective only upon receipt by the Company); provided, however, that if the Company, in consultation with its financial and legal advisors, determines that such revocation would require a recirculation of the prospectus contained in the registration statement, then such Holder of Warrant Shares shall have no right to revoke its request.

8. Expenses and Procedures.

(A) Expenses of Registration. All registration expenses (exclusive of underwriting discounts and commissions) shall be borne by the Company; provided, however, that if a Holder revokes a registration request pursuant to the last sentence of Section 7, the registration expenses in connection with such revoked registration shall be borne by such Holder. Each Holder of Warrant Shares shall bear all underwriting discounts, selling commissions, sales concessions and similar expenses applicable to the sale of the Warrant Shares sold by such Holder.

(B) Registration Procedures. In the case of the registration, qualification or compliance effected by the Company pursuant to Section 7 hereof, the Company will keep the Holders of Warrant Shares advised as to the initiation of registration, qualification and compliance and as to the completion thereof. At its expense, the Company will furnish such number of prospectuses and other documents incident thereto as the Holders or underwriters from time to time may reasonably request.

(C) Information. The Company may require each seller of Warrant Shares as to which any registration is being effected to furnish such information regarding the distribution of such Warrant Shares as the Company may from time to time reasonably request and the Company may exclude from such registration the Warrant Shares of any seller who unreasonably fails to furnish such information after receiving such request.

(D) Blue Sky. The Company will, as expeditiously as possible, use its best efforts to register or qualify the Warrant Shares covered by a registration statement at the expense of the Company in such jurisdictions as the holders of such Warrant Shares or, in the case of an underwritten public offering, the managing underwriter shall reasonably request at the expense of the Holders of the Warrant Shares being registered provided that the Company shall not be required in connection with any such registration or qualification or as a condition thereto to qualify to do business in any jurisdiction where it is not so qualified or to take any action which would subject it to taxation or service of process in any jurisdiction where it is not otherwise subject to such taxation or service of process.

(E) Notification of Material Events. The Company will, as expeditiously as possible, immediately notify each holder of Warrant Shares under a registration statement, at any time when a prospectus relating thereto is required to be delivered under the Act, of the happening of any event as a result of which the prospectus contained in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and, as expeditiously as possible, amend or supplement such prospectus to eliminate the untrue statement or the omission.

9. Indemnification.

(A) Indemnification by Company. The Company shall, without limitation as to time, indemnify and hold harmless, to the full extent permitted by law, each holder of Warrant Shares, its officers, directors, agents and employees, each person who controls such holder (within the meaning of Section 15 of the Act or Section 20 of the Securities Exchange Act of 1934, as amended, hereinafter the "Exchange Act"), and the officers, directors, agents or employees of any such controlling person, from and against all losses, claims, damages, liabilities, costs (including, without limitation, all reasonable attorneys' fees) and expenses (collectively "Loss" or "Losses"), as incurred, arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any registration statement, prospectus or preliminary prospectus or any amendment or supplement thereto, or arising out of or based upon any omission or alleged omission of 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 (in the case of any prospectus) not misleading, except insofar as the same are based solely upon information furnished to the Company by such holder for use therein; provided, however, that the Company shall not be liable in any such case to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission made in any preliminary prospectus or prospectus if (i) such holder failed to send or deliver a copy of the prospectus or prospectus supplement with or prior to the delivery of written confirmation of the sale of Warrant Shares and (ii) the prospectus or prospectus supplement would have corrected such untrue statement or omission. If requested, the Company shall also indemnify underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution, their officers, directors, agents and employees and each person who controls such persons (within the meaning of Section 15 of the Act or Section 20 of the Exchange Act) to the same extent as provided above with respect to the indemnification of the Holders of Warrant Shares. It is agreed that the indemnity agreement contained in this Section 9(A) shall not apply to amounts paid in settlement of any such Loss if such settlement is effected without the consent of the Company (which consent has not been unreasonably withheld).

(B) Conduct of Indemnification Proceedings. If any action or proceeding (including any governmental investigation or inquiry) shall be brought or any claim shall be asserted against any person entitled to indemnity hereunder (an "Indemnified Party"), such indemnified party shall promptly notify the party from which such indemnity is sought (the "Indemnifying Party") in writing, and the indemnifying party shall assume the defense thereof including the employment of counsel reasonably satisfactory to the indemnified party and the payment of all fees and expenses incurred in connection with the defense thereof. All such fees and expenses (including any fees and expenses incurred in connection with investigation or preparing to defend such action or proceeding) shall be paid to the indemnified party, as incurred, within 20 days of written notice thereof to the indemnifying party; provided, however, that if, in accordance with this Section 9, the indemnifying party is not liable to the indemnified party, such fees and expenses shall be returned promptly to the indemnifying party. Any such indemnified party shall have the right to employ separate counsel in any such action, claim or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be the expense of such indemnified party unless (a) the indemnifying party has agreed to pay such fees and expenses, (b) the indemnifying party shall have failed promptly to assume the defense of such action, claim or proceeding and to employ counsel reasonably satisfactory to the indemnified party in any such action, claim or proceeding, or (c) the named parties to any such action, claim or proceeding (including any impleaded parties) include both such indemnified party and the indemnifying party, and such indemnified party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the indemnifying party (in which case, if such indemnified party notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such action, claim or proceeding on behalf of such indemnified party, it being understood, however, that the indemnifying party shall not, in connection with any one such action, claim or proceeding or separate but substantially similar or related actions, claims or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (together with appropriate local counsel) at any time for all such indemnified parties, unless in the opinion of counsel for such indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such action, claim or proceeding, in which event the indemnifying party shall be obligated to pay the fees and expenses of such additional counsel or counsels). No indemnifying party will consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the release of such indemnified party from all liability in respect to such claim or litigation without the written consent (which consent will not be unreasonably withheld) of the indemnified party. No indemnified party shall consent to entry of any judgment or enter into any settlement without the written consent (which consent will not be unreasonably withheld) of the indemnifying party from which indemnify or contribution is sought.

(C) Contribution. If the indemnification provided for in this Section 9 is unavailable to an indemnified party under Section 9(A) or 9(B) hereof (other than by reason of exceptions provided in those Sections) in respect of any Losses, then each applicable indemnifying party in lieu of indemnifying such indemnified party shall contribute to the amount paid or payable by such indemnified party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party and indemnified party in connection with the actions, statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such indemnifying party and the indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 9(B), any legal or other fees or expenses reasonably incurred by such party in connection with any action, suit, claim, investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 9(C) were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

10. Loss or Mutilation. Upon receipt by the Company of evidence satisfactory to it (in the exercise of reasonable discretion) of the ownership of and the loss, theft, destruction or mutilation of any Warrant and (in the case of loss, theft or destruction) of indemnity satisfactory to it (in the exercise of reasonable discretion), and (in the case of mutilation) upon surrender and cancellation thereof, the Company will execute and deliver in lieu thereof a new Warrant of like tenor.

11. Reservation of Shares. The Company shall at all times reserve and keep available for issue upon the exercise of Warrants such number of its authorized but unissued common stock as will be sufficient to permit the exercise in full of all outstanding Warrants.

12. Notices. All notices and other communications from the Company to the Holder of this Warrant shall be mailed by first class registered or certified mail, postage prepaid, to the address furnished to the Company in writing by the last Holder of this Warrant who shall have furnished an address to the Company in writing.

13. Change: Waiver. Neither this Warrant nor any term hereof may be changed, waived, discharged or terminated orally but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

14. Law Governing. This Warrant shall be construed and enforced in accordance with and governed by the laws of the State of Nevada.

DATED: August 1, 2018

MyDx, Inc.
A Nevada corporation

By: _____
Daniel Yazbeck
Chief Executive Officer

NEITHER THIS CONVERTIBLE PROMISSORY NOTE NOR THE SECURITIES UNDERLYING THIS CONVERTIBLE PROMISSORY NOTE, HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS AND MAY ONLY BE ACQUIRED FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES UNDERLYING THIS CONVERTIBLE PROMISSORY NOTE, MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE ACT AND QUALIFICATION UNDER APPLICABLE STATE LAW WITHOUT AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED UNDER THE ACT OR RECEIPT OF A NO- ACTION LETTER FROM THE SECURITIES AND EXCHANGE COMMISSION."

MYDX, INC.

12% CONVERTIBLE PROMISSORY NOTE

Principal Amount: [REDACTED]

Original Issuance Date: 7/23/2018 11:23:07 AM PDT

MyDx, Inc., a Nevada corporation (the "Company") with offices located 6335 Ferris Square, Suite B, San Diego, CA 92121 has issued this 12% Convertible Promissory Note (the "Note" or, collectively, the "Notes") to Erai Beckmann (the "Holder") this 7/23/2018 11:23:07 AM PDT (the "Issuance Date"). The Company and the Holder are sometimes referred to individually, as a "Party" and collectively, as the "Parties."

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. The Note:

1.1 This Note in the principal amount of \$25,000.00 (the "Principal") is being issued to the Holder.

1.2 This Note is being issued in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Act"), pursuant to section 4(a)(2) of the Securities Act and/or Rule 506(b) promulgated under Regulation D thereunder.

1.3 The Holder hereby represents to the Company that the Holder is an "accredited investor" as that term is defined in Rule 501 of Regulation D.

1.4 The Holder acknowledges and agrees that: (i) this Note bears interest at the rate of 12% per annum (the "Interest") which can be paid, at the Company's sole option, in the form of cash or shares of the Company's common stock (the "Shares") at a conversion price equal to 70% of the closing price of the Company's common stock as reported on otcmarkets.com on the day prior to the Maturity Date; (ii) this Note is due and payable on a date twelve (12) months from the Issuance Date (the "Maturity Date"); and (iii) the unpaid Principal is convertible into Shares at a conversion price equal to 70% of the closing price of the Company's common stock as reported on otcmarkets.com on the day prior to the day the notice of conversion is sent to the Company (the "Conversion Price").

Section 2. Interest, Maturity Date, Prepayment and Default:

2.1 Interest shall accrue from the Issuance Date on the unpaid Principal amount at a rate equal to twelve percent (12%) per annum, simple interest.

2.2 Subject to this Section 2, unpaid Principal and any accrued but unpaid Interest under this Note shall be due and payable upon demand by the Holder at the Maturity Date, unless the Note has been converted into Shares at an earlier date.

2.3 The Company may prepay, in whole or in part, the Principal and Interest due on this Note at any time at 110% of the principal amount (excluding the 12% interest calculation) when the Company delivers five (5) days advance written notice of the Holder (the "Prepayment Notice").

2.4 Notwithstanding the provisions of Section 2.2 above, the entire unpaid Principal sum of this Note, together with accrued and unpaid Interest thereon, shall become immediately due and payable in the form of Shares at a conversion price equal to 70% of the closing price of the Company's common stock as reported on otcmarkets.com on the day prior to the event upon: (i) the execution by the Company of a general assignment for the benefit of creditors; (ii) the filing by or against the Company of a petition in bankruptcy or any petition for relief under the federal bankruptcy act or the continuation of such petition without dismissal for a period of 90 days or more; or (iii) the appointment of a receiver or trustee to take possession of the property or assets of the Company.

2.5 Notwithstanding the provisions of Sections 2.2 through 2.4 above, the Holder, at any time after the Issuance Date or prior to the expiration of the five (5) day period following which the Company has given Holder the Prepayment Notice, may, at Holder's sole discretion, elect to convert the entire unpaid Principal into Shares at the Conversion Price set forth in Section 1.4 above, in accordance with the procedures of Section 3 below.

Section 3. Conversion:

3.1 The Principal under this Note shall, at the Holder's election (the "Voluntary Conversion"), may be converted at any time after the Issuance Date, in whole and prior to any prepayment pursuant to Section 2.3 above, into Shares at the Conversion Price by delivery of written notice of election to convert (the "Conversion Notice"), in the form attached hereto.

3.2 No fractional Shares will be issued upon conversion of this Note. In lieu of any fractional share to which the Holder would otherwise be entitled, round up the number of Shares issuable to the next whole integer. Upon conversion in full of the Principal and the payment in full of the Interest, the Holder shall surrender this Note, duly endorsed, at the principal offices of the Company or the transfer agent of the Company, Nevada Agency and Transfer Company with an address of 50 West Liberty Street, Suite 880, Reno, Nevada 89501 or any successor transfer agent (the "Transfer Agent").

3.3 At its expense, the Company will issue written instructions to Transfer Agent within three (3) business days of receipt of the Conversion Notice to issue and deliver to such Holder, at the address of the Holder most recently furnished in writing to the Company, a certificate or certificates for the number of Shares to which such Holder is entitled upon such conversion, which Shares shall be issued in book entry form if not accompanied by an opinion pursuant to Section 3.5 below. Upon conversion of this Note, the Company will be forever released from all of its obligations and liabilities under this Note with regard to that portion of the Principal being converted, including, without limitation, the obligation to pay such portion of the Principal.

3.4 Notwithstanding anything herein to the contrary, if, prior to the Maturity Date, the Company completes a private or public offering of Shares for proceeds (net of banker commissions and other financing fees and expenses) equal to \$1,500,000, the Company may, within three (3) business days, deliver a written notice to the Holder (the date such notice is delivered to the Holder, the “Forced Conversion Notice Date”) to cause the Holder to convert all or part of the then outstanding principal amount of this Note plus accrued but unpaid interest at a conversion price equal to 70% of the closing price of the Company’s common stock as reported on otcmarkets.com on the day prior to the Forced Conversion Notice Date.

3.5 Shares shall be issued in book entry form unless (i) such Shares are being sold or transferred pursuant to an effective registration statement under the Act or (ii) the Company or its Transfer Agent shall have been furnished with an opinion of counsel (which opinion shall be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that the Shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration or (iii) such Shares are being sold or transferred pursuant to Rule 144 under the Act (or a successor rule) (“Rule 144”). Except as otherwise provided herein (and subject to the removal provisions set forth below), until such time as the Shares issuable upon conversion of this Note have been registered under the Act or otherwise may be sold pursuant to Rule 144 without any restriction as to the number of securities as of a particular date that can then be immediately sold, each certificate for Shares issuable upon conversion of this Note that has not been so included in an effective registration statement or that has not been sold pursuant to an effective registration statement or an exemption that permits removal of the legend, shall bear a legend substantially in the following form, as appropriate:

“NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT.

The legend set forth above shall be removed and the Company shall issue to the Holder a new certificate therefore free of any transfer legend if (i) the Company or the Transfer Agent shall have received an opinion of counsel, in form, substance and scope customary for opinions of counsel in comparable transactions, to the effect that a public sale or transfer of such Shares may be made without registration under the Act, which opinion shall be accepted by the Company so that the sale or transfer is effected or (ii) in the case of the Shares issuable upon conversion of this Note, such security is registered for sale by the Holder under an effective registration statement filed under the Act or otherwise may be sold pursuant to Rule 144 without any restriction as to the number of securities as of a particular date that can then be immediately sold.

Section 4. Transfer; Successors and Assigns:

The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Notwithstanding the foregoing, except for a pledge of this Note to a bank or other financial institution that creates a mere security interest in this Note in connection with a bona fide loan transaction, the Holder may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Company. Subject to the preceding sentence, this Note may be transferred only upon surrender of the original Note to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company, and, thereupon, a new note for the same principal amount and interest will be issued to, and registered in the name of, the transferee. Interest and principal are payable only to the registered holder of this Note.

Section 5. Governing Law; Jurisdiction:

This Note shall be governed by and construed under the laws of the State of Nevada, without giving effect to principles of conflicts of law. The Parties irrevocably consent to the jurisdiction and venue of the state and federal courts located in Clark County, State of Nevada, in connection with any action relating to this Note.

Section 6. Notices:

Any notice required or permitted by this Note shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the Party to be notified, (b) upon confirmation of receipt by fax by the Party to be notified, (c) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth in (d), or (d) three days after deposit with the United States Post Office, postage prepaid, registered or certified with return receipt requested and addressed to the Party to be notified at the address of such Party indicated on the signature page hereof, or at such other address as such Party may designate by 10 days' advance written notice to the other Party given in the foregoing manner.

Section 7. Amendments and Waivers:

Any term of this Note may be amended only with the written consent of the Company and the holders of a majority in interest of the Notes. Any amendment or waiver effected in accordance with this Section 7 shall be binding upon the Company, each Holder and each transferee of the Note.

Section 8. Shareholders, Officers and Directors Not Liable:

In no event shall any shareholder, officer or director of the Company be liable for any amounts due or payable pursuant to this Note.

Section 9. Action to Collect on Note:

If action at law or equity is necessary to enforce or interpret the terms of this Note, the prevailing Party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.

Section 10. Waiver of Jury Trial:

Each of the Company and Holder hereby waives its right to trial by jury in any claim (whether based upon contract, tort or otherwise) under, related to or arising in connection with this Note.

Section 11. Waiver of Notice of Presentment:

The Company hereby waives presentment, protest and demand, notice of protest, demand and dishonor and non-payment of this Note in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note.

MYDX, INC.

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

AGREED TO AND ACCEPTED

BY HOLDER:

BECKMANN CAPITAL LLC

By: _____
Name: _____

Title: (if applicable): _____

Address: _____

Email: _____

Tax ID (if applicable): _____

CONVERSION NOTICE

The undersigned Holder hereby elects to convert the unpaid principal under this Convertible Note due of MyDx, Inc., a Nevada corporation (the "Company"), into shares of the Company's common stock (the "Shares") according to the conditions hereof, as of the date written below. If the Shares are to be issued in the name of a person other than the undersigned Holder, the undersigned Holder will pay all transfer taxes, payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the Holder for any conversion, except for such transfer taxes, if any.

Conversion Calculations:

Principal Amount of Note Prior to Conversion: \$ _____

Date to Effect Conversion: _____

Principal Amount of Note to be Converted: \$ _____

Number of shares of Common Stock to be issued: _____

Signature: _____

Name: _____

Principal Amount of Note Remaining Following Conversion: \$ _____

Address for Delivery of Common Stock Certificates:

Or

DWAC Instructions: _____

Broker No: _____

Account No: _____

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND
CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Daniel R. Yazbeck, certify that:

1. I have reviewed this quarterly report on Form 10-Q of MyDx, Inc.;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly for the period in which this quarterly report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: August 14, 2018

By: /s/ Daniel R. Yazbeck
Daniel R. Yazbeck
Chief Executive Officer and Chief Financial
Officer

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND
CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with this Quarterly Report of MyDx, Inc. (the "Company"), on Form 10-Q for the period ended June 30, 2018, as filed with the U.S. Securities and Exchange Commission on the date hereof, I, Daniel R. Yazbeck, Chief Executive Officer and Chief Financial Officer of the Company, certify to the best of my knowledge, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) Such Quarterly Report on Form 10-Q for the period ended June 30, 2018, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in such Quarterly Report on Form 10-Q for the period ended June 30, 2018, fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 14, 2018

By: /s/ Daniel R. Yazbeck
Daniel R. Yazbeck
Chief Executive Officer and Chief Financial Officer