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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event Reported): **November 10, 2018**

MyDx, Inc.

(Exact Name of Registrant as Specified in Charter)

Nevada

(State or other Jurisdiction
of Incorporation)

000-55596

(Commission File Number)

99-0384160

(IRS 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)

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

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

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement

Consulting Agreement

On November 10, 2018, MyDx, Inc. (the “Company”) entered into a consulting agreement (the “Mr. Cannabis Consulting Agreement”) with Mr. Cannabis, Inc., a California corporation (the “Consultant”), pursuant to which the Consultant would perform management type services for the Company as further defined in the Mr. Cannabis Consulting Agreement. The term of the Mr. Cannabis Consulting Agreement is from November 10, 2018 through November 9, 2021 (the “Term”). The Mr. Cannabis Consulting Agreement shall not be terminated within the first six months of the Term. The Company or the Consultant may terminate this Agreement, with or without cause, at any time after the first six months of the Term upon providing ninety day written notice to the other party.

Pursuant to, and in accordance with the terms and conditions of the Mr. Cannabis Consulting Agreement, the Consultant was issued a common stock purchase warrant (the “Warrant”) to purchase twenty two and one half percent (22.5%) of the issued and outstanding shares of the Company’s common stock, par value \$0.001 per share (the “Common Stock”) at the time of the first notice of exercise given by the Consultant to the Company, exercisable at a price of \$.001 per share and for a term of three years from the date of issuance (the “Mr. Cannabis Warrant”).

In connection with the Mr. Cannabis Consulting Agreement, Mr. Daniel Yazbeck resigned from his position as the Company’s Chief Executive Officer (the “Yazbeck Resignation”), but remains a member of the Company’s Board of Directors (the “Board”). Upon Mr. Yazbeck’s resignation, the Board appointed Mr. Matthew Bucciero, an affiliate of the Consultant, as Chief Executive Officer of the Company (the “Bucciero CEO Appointment”). Additionally, Mr. Erai Beckmann, currently President of the Consultant, was appointed to the Board (the “Beckmann Board Appointment”). Below are descriptions of Mr. Beckmann’s and Mr. Bucciero’s professional work experience.

Erai Beckmann, age 34

Erai Beckmann, Board Member, age 34, combines over 4 years of experience in the Cannabis industry in a senior management position following a 5 year career as a serial entrepreneur starting as an entrepreneur in residence in private equity. Mr. Beckmann in his previous companies as an entrepreneur held the position of CEO in several successful startups, in both the Cannabis and health industries. From 2016 through February of, 2018, Mr. Beckmann was the CEO and Co-Founder of Humanity Holdings, Inc., a legal Nootropic Cannabis manufacturing company, one of the first companies in San Diego, CA to receive a legal Cannabis manufacturing and distribution license. Erai Beckmann is also currently the Founder and President of Mr. Cannabis Inc., a southern California focused Cannabis private holdings group.

There is no arrangement or understanding between Mr. Beckmann and any other persons pursuant to which Mr. Beckmann was selected as an officer. There are no family relationships between Mr. Beckmann and any director, executive officer or person nominated or chosen by the Company to become a director or executive officer of the Company within the meaning of Item 401(d) of Regulation S-K under the U.S. Securities Act of 1933 (“Regulation S-K”). Since the beginning of the Company’s last fiscal year, the Company has not engaged in any transaction in which Mr. Beckmann had a direct or indirect material interest within the meaning of Item 404(a) of Regulation S-K.

Matthew Bucciero, age 38

Matthew Bucciero, Chief Executive Officer, age 38, combines over 4 years of experience in cannabis industry senior management, following a 12 year career in structured finance and private equity. Previously, he had been involved in 2 other industry companies holding positions including Chief Financial Officer, Chief Operating Officer and Board Member. From 2017 through 2018 Matt was the Managing Director of the Acentus Group, LLC a cannabis consulting and holding company. From 2014 to 2017, he was Chief Financial Officer, Chief Operating Officer and Board Member for Green Capital Ventures, Inc., a company involved in cannabis licensing and development. From 2012 to 2014, , he was a Finance Director at Sovereign Capital Management Inc., a Private Equity company that focused on structured equity and debt. Matt is also currently the VP of Finance at The Mr. Cannabis Group. He has an undergraduate degree in Finance from Lehigh University.

There is no arrangement or understanding between Mr. Bucciero and any other persons pursuant to which Mr. Bucciero was selected as an officer. There are no family relationships between Mr. Bucciero and any director, executive officer or person nominated or chosen by the Company to become a director or executive officer of the Company within the meaning of Item 401(d) of Regulation S-K under the U.S. Securities Act of 1933 (“Regulation S-K”). Since the beginning of the Company’s last fiscal year, the Company has not engaged in any transaction in which Mr. Bucciero had a direct or indirect material interest within the meaning of Item 404(a) of Regulation S-K.

Settlement Agreement and General Release

On November 10, 2018, the Company entered into a settlement agreement and general release (the “Settlement and Release Agreement”) with Mr. Yazbeck whereby Mr. Yazbeck agreed to grant the Company an extension to repay certain obligations in the aggregate amount of \$410,689.99 currently due and owing to Mr. Yazbeck pursuant to his employment agreement with the Company entered into on October 15, 2014 (the “Settled Claims”). As consideration for extending the date for the Company to repay the Settled Claims to January 1, 2020, the Company extended the expiration date of warrant to purchase shares of Common Stock previously issued to an entity controlled by Mr. Yazbeck (the “YCIG Warrant”) to November 10, 2022.

The above description of the Mr. Cannabis Consulting Agreement, Mr. Cannabis Warrant, the Settlement and Release Agreement and the YCIG Warrant do not purport to be complete and are qualified in their entirety by the full text of the Mr. Cannabis Consulting Agreement, Mr. Cannabis Warrant, the Settlement and Release Agreement and the YCIG Warrant which are attached hereto as Exhibits 10.1 4.1, 10.2 and 4.2, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Item 3.02 Unregistered Sales of Securities

The disclosure under Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 3.02 by reference. The issuance of the securities set forth herein was made in reliance on the exemption provided by Section 4(a)(2) of the Securities Act for the offer and sale of securities not involving a public offering. The Company’s reliance upon Section 4(a)(2) of the Securities Act in issuing the securities was based upon the following factors: (a) the issuance of the securities was an isolated private transaction by us which did not involve a public offering; (b) there were only two recipients; (c) there were no subsequent or contemporaneous public offerings of the securities by the Company; (d) the securities were not broken down into smaller denominations; (e) the negotiations for the issuance of the securities took place directly between the individual entities and the Company; and (f) the recipients of the securities are accredited investors.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors, Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.02

On November 13, 2018, the Company issued a press release announcing the Bucciero CEO Appointment and Beckmann Board Appointment. A copy of the press release is filed hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Exhibits

Exhibit Number	Description
4.1*	Form of Warrant.
4.2	Form of Warrant issued to YCIG, Inc. (incorporated herein by reference to Exhibit 10.4 to the Company’s Current Report on Form 8-K filed with the SEC on January 11, 2017.
10.1*	Consulting Agreement between MyDx, Inc. and Mr. Cannabis, Inc.
10.2*	Settlement and Release Agreement by and between the Company and Daniel Yazbeck, dated November 10, 2018.
99.1*	Press Release, dated November 13, 2018.

* *filed herewith*

SIGNATURE

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

MyDx, Inc.

Date: November 13, 2018

By: /s/ Matthew Bucciero
Matthew Bucciero
Chief Executive Officer

THIS COMMON STOCK PURCHASE WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS COMMON STOCK PURCHASE WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT OR APPLICABLE EXEMPTION OR SAFE HARBOR PROVISION.

COMMON STOCK PURCHASE WARRANT

D-1

VOID AFTER 5:00 P.M., EASTERN TIME ON November 10, 2022

**For the Purchase of Fifteen Percent (15%) of the
Issued and Outstanding Shares of Common Stock, \$0.001 Value
of
MyDx, Inc.
a Nevada corporation**

THIS CERTIFIES THAT, for value received, Mr. Cannabis, Inc., a California corporation (the "Holder"), as registered owner of this Common Stock Purchase Warrant ("Warrant"), is, subject to the Exercise Restrictions (as defined below), entitled to, at any time at or before the Expiration Date (as defined below), but not thereafter, to subscribe for, purchase and receive fifteen percent (15%) of the common shares issued and outstanding at the time of the first notice of exercise given by the Holder, 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 third 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 30 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 November 10, 2018.

MyDx, Inc.

By: /s/ Matt Bucciero
Matt Bucciero
Chief Executive Officer

NOTICE OF EXERCISE

TO: MYDX, INC.

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

1. in lawful money of the United States; or

2. the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in Section 3.4, to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in Section 3.4.

(3) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

The Warrant Shares shall be delivered to the following DWAC Account Number:

(4) Accredited Investor. The undersigned is an “accredited investor” as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name: _____

Date: _____

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 Shares 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 D-1**

STATEMENT OF RIGHTS OF WARRANT HOLDER

1. Exercise of Warrant. Subject to the exercise restrictions set forth in Section 3.3 below, 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 Shares 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 Shares 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

3.1 Adjustment for Reclassifications. In case at any time or from time to time after November 10, 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.

3.2 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.

3.3 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 3.3 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 there is no effective Registration Statement registering, or no current prospectus available for, the resale of the Warrant Shares by the Holder, then this Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = the closing share price on the trading day immediately preceding the date on which Holder elects to exercise this Warrant by means of a "cashless exercise," as set forth in the applicable Notice of Exercise;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

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: November 10, 2018

MyDx, Inc.
A Nevada corporation

By: /s/ Matt Bucciero
Matt Bucciero
Chief Executive Officer

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made as of November 10, 2018 (the "Effective Date"), by and between MyDx, Inc., a Nevada corporation (the "Company"), and Mr. Cannabis, Inc., a California corporation ("Consultant").

1. **Consulting Relationship.** During the term of this Agreement, Consultant will provide consulting services to the Company as described on Exhibit A hereto (the "Services"). Consultant represents that Consultant has the qualifications, the experience and the ability to properly perform the Services. Consultant shall use Consultant's best efforts to perform the Services such that the results are satisfactory to the Company.

2. **Fees.** As consideration for the Services to be provided by Consultant and other obligations, the Company shall pay to Consultant the amounts specified in Exhibit B hereto at the times specified therein.

3. **Expenses.** Consultant shall not be authorized to incur on behalf of the Company any expenses and will be responsible for all expenses incurred while performing the Services unless otherwise agreed to by the Company's Officers, which consent shall be evidenced in writing for any expenses in excess of \$50. As a condition to receipt of reimbursement, Consultant shall be required to submit to the Company reasonable evidence that the amount involved was both reasonable and necessary to the Services provided under this Agreement.

4. **Term and Termination.** Consultant shall serve as a consultant to the Company for a period commencing on the Effective Date and terminating on the 36-month anniversary of the Effective Date (the "Term"). It's agreed to by all parties that neither party can terminate this agreement within the first six months 6 months from the date of execution. Notwithstanding the above or anything to the contrary in this Agreement, either party may terminate this Agreement, with or without cause, at any time after the 6 month anniversary of this agreement upon providing 90-day's prior written notice to the other party. In the event of such termination, either party shall pay any amounts due to the other party as set forth on Exhibit B prior to the date of termination, if any. Once the consultant has successfully completed any of the accelerated vesting milestones number 1, 2, 3, 4, 5, or 6 referenced in Exhibit B, both parties agree that the prior period of written notice for termination for both consultant and company will increase from 90 days to 180 days written notice, so that either party may terminate this Agreement, with or without cause, upon providing 180-day's prior written notice to the other party.

5. **Independent Contractor.** Although those persons hired by Consultant to fulfill certain roles with the Company may be deemed employees, the relationship between Consultant itself with the Company will be that of an independent contractor and not that of an employee.

6. **Method of Provision of Services.** Consultant shall be solely responsible for determining the method, details and means of performing the Services. Consultant may, at Consultant's own expense, employ or engage the services of such employees, subcontractors, partners or agents, as Consultant deems necessary to perform the Services.

(a) **No Authority to Bind Company.** Consultant acknowledges and agrees that Consultant has no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.

(b) **No Benefits.** Consultant acknowledges and agrees that Consultant shall not be eligible for any Company employee benefits and, to the extent Consultant otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, Consultant (on behalf of itself and its employees) hereby expressly declines to participate in such Company employee benefits.

(c) **Withholding: Indemnification.** Consultant shall have full responsibility for applicable withholding taxes for all compensation paid to Consultant under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Consultant agrees to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to Consultant.

7. **Supervision of Consultant's Services.** All of the services to be performed by Consultant, including, but not limited to, the Services, will be as agreed between Consultant and the Company's Officers or their designees. Consultant will be required to report to the Company's Officers and any designees concerning the Services performed under this Agreement. The nature and frequency of these reports will be left to the discretion of the Officers.

8. **Conflicts with this Agreement.** Consultant represents and warrants that he/she is not under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Consultant represents and warrants that Consultant's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to commencement of this Agreement. Consultant warrants that Consultant has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Consultant has gained from third parties, and which Consultant discloses to the Company or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Consultant agrees that Consultant shall not bundle with or incorporate into any deliveries provided to the Company herewith any third party products, ideas, processes, or other techniques, without the express, written prior approval of the Company. Consultant represents and warrants that Consultant has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Consultant's obligations under this Agreement. Consultant will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in the performance of the Services.

9. **Confidentiality Agreement.** Consultant acknowledges and agrees that concurrently with the execution of this Agreement, he/she will execute the Confidentiality, Intellectual Property Assignment and Restricted Activities Agreement attached hereto as Exhibit C (the "Confidentiality Agreement"), and agrees that all Consultant's services performed on behalf of the Company will be conducted in accordance with and governed by the terms of the Confidentiality Agreement.

10. **Miscellaneous.**

(a) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the Company.

(b) **Sole Agreement.** This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

(c) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by email or fax (upon customary confirmation of receipt), or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or fax number as set forth on the signature page or as subsequently modified by written notice.

(d) **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(e) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in either Tagged Image Format Files or Portable Document Format shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

The parties have executed this Agreement as of the Effective Date.

THE COMPANY:

MyDx, Inc., a Nevada corporation

By: /s/ Daniel Yazbeck
Daniel Yazbeck, CEO

Address:
6335 Ferris Square, Suite B
San Diego, CA 92121
Attn: Daniel Yazbeck, CEO
Email: daniel@mydxlife.com

CONSULTANT:

Mr. Cannabis Inc., a California corporation

By: /s/ Erai Beckmann
Erai Beckmann, President

Address:
8008 Girard Street
La Jolla, CA 92037
Attn: Erai Beckmann, President
Email: info@mrcannabis.com

EXHIBIT A

DESCRIPTION OF CONSULTING SERVICES

Consultant with its affiliate, Mr. Matthew Bucciero, who will be appointed as the new CEO of the Company, including its subsidiary, CDx, Inc., will successfully transition all current operational roles referenced below that Mr. Daniel Yazbeck is currently managing. Consultant's team will accomplish this through the appointment of existing Mr. Cannabis team members, management of existing MyDx team members and recruitment and new hires.

1. **Chief Executive Officer (CEO)** - Manage all Corporate Communications to engage all stakeholders in the vision of the company. This will include, but is not limited to, writing and issuance of press releases, general consumer related communications for current and new product releases, vendor and partner communications and investor/debtors/shareholder communications.
2. **Chief Financial Officer (CFO)** - Manage the successful on time submission of quarterly and yearly financial SEC required filings. Manage monthly cashflow, vendor and employee payments, creditors and other financial obligations, and financial modelling.
3. **Product and Technology Development (CTO)** - Manage all technical and manufacturing teams to commercialize the production of the EcoSmartPen. Manage CannaDx next gen development. Manage MyDx360 and MyDx Biopharma programs. Manage new product and services development programs.
4. **Marketing (CMO)** - Manage, Refine and Grow the MyDx Brand. This includes, but is not limited to, all marketing and brand updates to existing and future marketing assets including MyDx Website, MyDx Social Media Platforms, Email marketing database.
5. **Operations (COO)** - Manage all corporate and ongoing operational engagements including vendors, manufacturing partners, and operational staff. Manage Nicholas Hadler (VP Operations) and address any other gaps in operational services. Prepare for EcoSmartPen Launch with supply chain management, customer service, marketing, sales, and fulfillment teams to be trained.
6. **Revenue (CRO)** - Manage the sales and revenue generating activities of the Company for existing product lines including CannaDx, MyDx360 and the EcoSmartPen as well as future product lines. Manage new business development activities for future products and services.
7. **Executive and Advisory Board Management.** Manage and grow existing advisory board to leverage their strengths in achieving Company goals. Schedule and report to the Board of Directors of MyDx the quarterly progress report of the Company and future plans, with at least 1 quarterly meeting scheduled.

EXHIBIT B

COMPENSATION

In consideration for the Services and pursuant to the terms of the Common Stock Purchase Warrant dated as of the Effective Date to be executed by the parties and attached hereto as Exhibit D (the "Warrant Agreement"), Consultant shall be issued warrants at the times outlined below and in the Warrant Agreement at or before the Expiration Date (as defined in the Warrant Agreement), but not thereafter, to subscribe for, purchase and receive twenty two and one half percent (22.5%) of the common shares issued and outstanding at the time of first notice of exercise given by the Holder, of the fully paid and non-assessable shares of common stock of the Company (collectively, the "Shares").

For so long as the holder of the Warrant is Consultant and the Consulting Agreement between Consultant and the Company has not been terminated, Consultant shall have the right to exercise the warrants pursuant to the Warrant Agreement as follows:

- Helping to complete the following milestones below, with such completion to be in the sole judgment of the majority of the members of the Company's Board of Directors (the "Board") , will accelerate the exercise schedule based on the percentage outlined below, with the remainder of the 22.5% equity to remain on the traditional exercise schedule of 1/36th per month for the remainder of 36 months from the Effective Date.
- Once the Company has raised capital (with the necessary amount of such raise to be in the sole judgment of the majority of the members of the Board) the Board will appropriate salaries to Matt Bucciero and Consultant.
- Erai Beckmann will be appointed to the Board. Daniel Yazbeck will remain on the Board as its Chairman.

Warrant Exercise Milestones (% Accelerated Vesting):

1. Complete fundraising of \$1,000,000.00 USD or more of capital for the Company in one or more closings excluding milestone I below. – **Immediate right to exercise 5% of the Shares or a pro rata proportion of the 5% based on the amount of money raised with each closing**
2. Complete fundraising of \$5,000,000.00 USD or more of capital for the Company in one or more closings, at which time 50% of the series A super voting shares will be assigned to Consultant - **Immediate right to exercise an additional 5% of the Shares or a pro rata proportion of the 5% based on the amount of money raised with each closing**
3. Complete fundraising of \$10,000,000.00 USD or more of growth capital for the Company in one or more closings - **Immediate right to exercise 100% of the Shares**
4. Upon achievement of \$1,000,000.00 in gross annualized revenue for MyDx or an increase of market value of a 2x or greater sustained for a minimum of two full weeks or 10 market trading days - **Immediate right to exercise an additional 5% of the Shares**
5. Complete the Reverse Split for the Company's OTC Stock at a \$2-\$4 per share market price and a closing share price of \$1 or more for at least a period of 30 consecutive days - **Immediate right to exercise an additional 5% of the Shares**

6. Complete a cross listing process of the Company stock into a Canadian or other Foreign exchange - **Immediate right to exercise an additional 5% of the Shares**

Immediate right to exercise an additional 1% of the Shares shall apply for each the following milestones (A-J):

- A. Complete the successful transition of the management and the full time operations of MyDx from Mr. Daniel Yazbeck to the Mr. Cannabis Team, marked by the signing of an agreement and announcement to the public markets via a press release.
- B. Launch the EcoSmartPen with the MyDx Brand to fulfill the pre-existing orders.
- C. Launch the EcoSmartPen with the Mr. Cannabis brand.
- D. Launch the EcoSmartPen with a reputable brand (in the sole judgment of the majority of the members of the Board) that has at least \$500,000.00 in existing gross sales annualized revenue.
- E. Onboard a major influencer (in the sole judgment of the majority of the members of the Board)who agrees to help promote the MyDx brand, products and services.
- F. Recruit a reputable head (in the sole judgment of the majority of the members of the Board)of the scientific board of advisors for MyDx who can work with the MyDx team to unlock the potential value of the MyDx current and future Database and optimize it to address the needs of the pharmaceutical industry.
- G. Recruit a head of the mobile application development for MyDx.
- H. Complete an updated diligence packet of materials for MyDx fundraising, including new and updated financial modelling, new investors presentation, and a well organized (in the sole judgment of the majority of the members of the Board) cloud based investors diligence folder with all needed fundraising materials/information.
- I. Secure a credit line for MyDx in excess of \$3,000,000.00 with a discount to market of no more than 20%.
- J. Recruit and onboard a reputable (in the sole judgment of the majority of the members of the Board) investors relations team to help ensure the success of the MyDx stock.

EXHIBIT C

**CONSULTANT CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND RESTRICTED ACTIVITIES
AGREEMENT**

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (this "Agreement"), dated November 10, 2018 (the "Effective Date"), is executed by and between CDx, Inc., a Delaware corporation and a wholly owned subsidiary of MyDx, Inc., a Nevada corporation, (the "Company"), and Daniel R. Yazbeck ("Yazbeck"). The Company and Yazbeck are each respectively referred to herein as a "Party" and collectively as "the Parties."

WHEREAS, at all times hereinafter mentioned, Yazbeck was and remains the Chief Executive Officer, Chief Financial Officer and Chairman of the Board of Directors for the Company;

WHEREAS, on October 15, 2014, the Company and Yazbeck entered into an employment agreement (the "Employment Agreement") for the initial term of five (5) years whereby Yazbeck was to serve as the Company's Chief Executive Officer in exchange for the initial base salary is \$180,000 per year;

WHEREAS, as of September 30, 2018, the Company accrued certain base salary and bonus obligations due and owing to Yazbeck as wages, with said wages remaining unpaid and/or deferred in an amount not less than \$410,689.99, as represented on Schedule 1 attached hereto;

WHEREAS, Yazbeck was issued a Warrant on January 3, 2017 in the amount fifteen percent (15%) of the Company's common stock, at an exercise price of \$0.001 per share (the "Warrant"), as referenced in the Form 8-K filed on January 11, 2017.

WHEREAS, in lieu of receiving immediate cash compensation for the base salary monies due and owing to Yazbeck from the Company upon termination of his Employment Agreement effective November 10, 2018, Yazbeck has agreed to grant the company an extension to repay this obligation in exchange for the company reissuing and extending the Warrant currently owned by Yazbeck;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, it is stipulated and agreed, by and among the undersigned, that any default claims arising from the base salary and bonus compensation detailed in Schedule A that remains due and owing to Yazbeck from the Company under the Employment Agreement (the "Settled Claims") are fully and finally settled upon the following terms and conditions:

Section 1. Settlement. In exchange for Yazbeck's extension of the due date of Settled Claims, with the due date for settled claims now set to January 1, 2020, the Company shall authorize the termination date extension and reissuance to Yazbeck or his affiliate, YCIG, Inc., of the Warrant issued on January 3, 2017 in the amount fifteen percent (15%) of the Company's common stock, at an exercise price of \$0.001 per share (the "Warrant"), in the updated form attached hereto as Exhibit A (the "Settlement"); The approval and issuance of the Settlement shall be made within a reasonable time subsequent to the Effective Date, but in no case later than the due date of the Company's next periodic filing on Form 10-Q.

Section 2. Default. In the event that the Company defaults in the performance of its obligations to approve and issue the Settlement Amount and such default continues, following notice, for a period of ten (10) business days (“Cure Period”), then an amount equal to the total of accrued wages/liabilities related to Yazbeck, as listed on Schedule 1, (less any payments or share issuances received by Yazbeck pursuant to the terms of this Agreement or otherwise) shall immediately become due and payable as liquidated damages to Yazbeck or his affiliate, YCIG, Inc.

Section 3. Release by Yazbeck. Upon execution of this Agreement, Yazbeck, on his own behalf, and on behalf of his respective past, present or future parent entities, divisions, affiliates, subsidiaries, related business entities, shareholders, members, partners, limited partners, present and former directors, managing directors, managers, officers, control persons, shareholders, employees, agents, attorneys, administrators, heirs, executors, trustees, beneficiaries, representatives, successors and assigns (collectively, the “Yazbeck Releasing Parties”), hereby absolutely, unconditionally and irrevocably RELEASE and FOREVER DISCHARGE the Company, its subsidiaries, and each of its respective past, present or future parent entities, divisions, affiliates, subsidiaries, related business entities, shareholders, members, partners, limited partners, directors, managing directors, managers, officers, control persons, employees, agents, attorneys, administrators, representatives, successors and assigns (collectively, the “Company Released Parties”) from any and all claims, actions, causes of action, suits, accounts, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands, whether known or unknown, suspected or unsuspected, absolute or contingent, direct or indirect or nominally or beneficially possessed or claimed by any of the Yazbeck Releasing Parties, whether the same be at law, in equity or mixed, which such Yazbeck Releasing Party ever had, now has, or hereafter can, shall or may have against any or all of the Company Released Parties, in respect of or arising from the Settled Claims, (collectively the “Yazbeck Released Claims”); provided, however, that nothing contained in this Agreement shall be construed to prohibit Yazbeck from bringing appropriate proceedings to enforce the obligations of the Company set forth under Section 1 or to fulfill its obligations hereunder, none of which are released hereby until Yazbeck’s receipt of the Settlement Amount.

Section 5. Release by the Company. Upon the execution of this Agreement, the Company, on its own behalf, and on behalf of its respective past, present or future parent entities, divisions, affiliates, subsidiaries, related business entities, shareholders, members, partners, limited partners, present and former directors, managing directors, managers, officers, control persons, shareholders, employees, agents, attorneys, administrators, heirs, executors, trustees, beneficiaries, representatives, successors and assigns (collectively, the “Company Releasing Parties”), hereby absolutely, unconditionally and irrevocably RELEASE and FOREVER DISCHARGE each of Yazbeck, his respective affiliates and each of his respective past, present or future entities, divisions, affiliates, subsidiaries, related business entities, shareholders, members, partners, limited partners, directors, managing directors, managers, officers, control persons, employees, independent contractors, agents, attorneys, administrators, representatives, successors and assigns (collectively, the “Yazbeck Released Parties”) from any and all claims, actions, causes of action, suits, debts, liabilities, obligations, sums of money, accounts, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands, whether known or unknown, suspected or unsuspected, absolute or contingent, direct or indirect or nominally or beneficially possessed or claimed by any of the Company Releasing Parties, whether the same be at law, in equity or mixed, which such Company Releasing Party ever had, now has, or hereafter can, shall or may have against any or all of the Yazbeck Released Parties, in respect of or arising from the Settled Claims, (collectively the “Company Released Claims” and together with the Yazbeck Released Claims, the “Released Claims”); provided, however, that nothing contained in this Agreement shall be construed to prohibit the Company from bringing appropriate proceedings to enforce the obligations of Yazbeck hereunder, none of which are released hereby until Yazbeck’s receipt of the Settlement Amount.

Section 6. No Suits or Actions. Except as provided for herein with respect to the Company's failure to timely pay the Settlement Amount, each of the Releasing Parties hereby irrevocably covenants to refrain from asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Yazbeck Released Party (in such capacity, each a "Released Party"), as applicable, based upon any Party's Released Claim. If any of the Releasing Parties brings any claim, suit, action or manner of action against the Released Parties (or any of them) in administrative proceedings, in arbitration, at law, in equity, or mixed, with respect to any Released Claim, then such Releasing Party shall indemnify the Released Parties (or any of them) in the amount or value of any final judgment or settlement (monetary or other) and any related cost (including without limitation reasonable legal fees) entered against, paid or incurred by the Released Parties (or any of them).

Section 7. Power, Authority and Capacity. Each Party represents and warrants to the other Party that it has the power, authority and capacity to enter into this Agreement.

Section 8. Preparation of Agreement. Each Party represents to the other that its counsel have negotiated and participated in the drafting of, and are legally authorized to negotiate and draft, this Agreement. Each Party to this Agreement acknowledges that this Agreement was drafted jointly by the Parties hereto and each Party has contributed substantially and materially to the preparation of this Agreement. The Agreement shall be construed as having been made and entered into as the result of arms-length negotiations, entered into freely and without coercion or duress, between parties of equal bargaining power. The language in this Agreement and any documents executed in connection therewith shall be interpreted as to its fair meaning and not strictly for or against any Party.

Section 9. No Assignment of Released Claims. Each Releasing Party represents and warrants to the Released Parties that there has been no assignment or other transfer of any interest in any Released Claim.

Section 10. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part of degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 11. Amendment; Governing Law. This Agreement may not be amended, modified or supplemented except in a writing signed by the Parties. This Agreement shall be governed by and construed under the laws of the State of New York without regard to principles of conflicts of law.

Section 12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 13. Waiver. No delay in exercising any right hereunder shall be deemed a waiver thereof, and no waiver shall be deemed to have any application to any future default or exercise of rights hereunder.

Section 14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all Parties hereto. No Party has relied on any representations not contained within or referred to in this Agreement and the documents delivered herewith.

Section 15. Captions. The captions of the various sections and paragraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

CDx, Inc.

Date: Nov 10, 2018

By: /s/ Matt Bucciero

Name: Matt Bucciero

Title: Chief Executive Officer

MyDx, Inc.

Date: Nov 10, 2018

By: /s/ Matt Bucciero

Name: Matt Bucciero

Title: Chief Executive Officer

Date: Nov 10, 2018

/s/ Daniel R. Yazbeck

Daniel R. Yazbeck

SCHEDULE 1

CDx, Inc. Accrued Liabilities – Accrued Wages/Compensation Due to Yazbeck

Accrued Wages: As of 9/30/2018: \$410,689.99

Daniel Yazbeck		9/30/2018
	Accrue wages @ 9/30/2018	<u>410,689.99</u>
Daniel Yazbeck	total	<u><u>410,689.99</u></u>

EXHIBIT A
WARRANT D1

(See attached).

MYDX RECRUITS MR. CANNABIS GROUP TO OPERATE COMPANY

La Jolla, CA, Nov. 12, 2018 (GLOBE NEWSWIRE) -- MyDx, Inc. (OTC: MYDX) (the “Company”), a leader in science based cannabis health technologies, is proud to announce that it has successfully recruited the Mr. Cannabis Group to operate the Company effective immediately.



MyDx Recruits Mr. Cannabis Group to Operate Company. From Left to Right: Justin Vincent, Matt Bucciero, Jory Wolf, Erai Beckmann, and Daniel Yazbeck.

Erai Beckmann and the Mr. Cannabis Group

Mr. Beckmann is an accomplished thought leader and influencer in the southern California cannabis industry, and is recognized as “Mr. Cannabis”. In 2015, Erai helped federally legalize medical THC and CBD in the country of Brazil. Since then, he has advised major pharma groups to help them with their global CBD R&D efforts. As a result of his work with big pharma, and his own cannabis lobbying experience in Latin America, he co-founded Humanity, Inc., which believes it will produce the world’s first nootropics-infused microdosed cannabis pill. Humanity has already succeeded in raising capital, securing multiple legal cannabis licenses in the city of San Diego, one of which is being utilized by MyDx to support MyDx360 customers.

“Erai and I have known each other since the early years of MyDx,” stated Daniel Yazbeck, founder of MyDx. “We reconnected as friends in late 2017, and since his involvement in the Company, he has helped more clearly delineate the focus of MyDx towards improving and expanding our database and further strengthening our value as a future partner to the pharmaceutical industry. Based on his experience and objectives with big pharma, he further helped us recognize our already existing position as a leader in cannabis health technology, something his team will be focused on expanding as they take over the full time operations of the Company.”

Mr. Beckmann’s purpose in forming the Mr. Cannabis Group was to bring together a team of seasoned entrepreneurs with an existing track record as successful operators, investors, legal license holders, and lobbyists in the cannabis industry. The team’s immediate mission is to take a laser focused approach to capitalize on the legal cannabis market in California.

The Mr. Cannabis Team members supporting MyDx include Erai Beckmann, Matt Bucciero, Jory Wolf, Justin Vincent and Derrick Scallet.

“I’ve built a team of investors and entrepreneurs with an already existing proven track record of success in the Cannabis industry,” stated Erai Beckmann, founder of the Mr. Cannabis Group. “Having already successfully raised funds, achieved legal licensing, launched brands and realized revenues, I recognized the need for proven superstars with a solid foundation of successful operations and high finance solely focused on supporting companies in the cannabis industry,” concluded Mr. Beckmann.

“I am confident that the Mr. Cannabis Group as a team have a greater capacity to scale MyDx than I could on my own as an individual at this time. The Mr. Cannabis Group will be taking over my current full-time day to day responsibilities at MyDx,” stated Mr. Yazbeck, who has been managing the public Company as its CEO and CFO, as well handling all responsibilities related to product development, marketing, revenue generation as well as legal and operations. “We have structured an agreement where the Mr. Cannabis Group’s sole incentive is to have MyDx succeed by driving shareholder value through fundraising, bottom line increase in revenue, new business development, expanding the scientific position of the Company, and strengthening the growth and IP surrounding MyDx’s unique database and mobile applications,” stated Mr. Yazbeck, who will remain the Chairman of the Board of MyDx.

The full agreement is referenced in the most recent Form 8K that can be found [here](#).

Renewed Focus for MyDx

“Over the past few months, I’ve had a chance to sit down with the Mr. Cannabis Team and review the needs of MyDx, establish the steps needed to ensure a successful transition for long term success, and to come to an equitable agreement that is in the best interest of the Company and its shareholders,” stated Mr. Yazbeck. “It became clear to everyone that Mr. Matt Bucciero, one of the senior members of the Mr. Cannabis team, with over 15 years in the cannabis industry, the public markets, investment banking and private equity, would be the ideal candidate to step in as CEO. Mr. Bucciero has a passion for the MyDx vision and see’s enormous potential in tracking data related to the cannabis consumer experience,” concluded Mr. Yazbeck.

“I’m grateful for the opportunity to step into MyDx and take on this role. I recognize the Company, in my opinion, is undervalued, and look forward to an exciting future at MyDx. We will employ a data-driven, user focus aimed at improving the cannabis experience for consumers worldwide,” stated Matt Bucciero, newly appointed CEO of MyDx. “We are here to make an impact, focused on an improved bottom line, starting with our EcoSmartPen deployment in early 2019,” concluded Mr. Bucciero.

In addition to Mr. Bucciero, the Mr. Cannabis group will take a team approach to ensure success for the MyDx shareholders. As part of that team, Mr. Jory Wolf will lead all business development activities in the Company, focused on the deployment of our products to the medical and recreational cannabis industries nationwide. Dr. Justin Vincent will serve as the Head of the Scientific Board, focusing on development of our data algorithms. Additionally, Mr. Beckmann will join Mr. Yazbeck on the Board of Directors of MyDx.

Regarding the opportunity to add Justin Vincent, who has been named one of the world’s most influential scientific minds by Clarivate Analytics every year since 2014, to lead the Scientific Advisory Board at MyDx, Matt Bucciero stated, “The Mr. Cannabis team was brought on to usher in a new era at MyDx and the opportunity to add Justin to the MyDx team was imperative to our approach. His ability to both aggregate and assimilate data in a meaningful way will provide significant value to the consumer and strengthen our data-centric approach.”

Mr. Cannabis Team Members Joining MyDx

Matt Bucciero, CEO of MyDx

Matt began his career at Legg Mason Investments working in the international mutual fund group and, after moving to the west coast, helped oversee \$10+ billion in structured real estate assets for Fortress Investment Group, the first large, publicly traded private equity firm in the US. Prior to joining the cannabis industry, he managed over \$500 million in real estate acquisitions and dispositions between private equity groups Pathfinder Partners and Sovereign Capital in San Diego.

Matt started in the cannabis industry over 4 years ago as a founder of Green Capital Ventures and the Gridiron Cannabis Coalition/Foundation. At Green Capital, Matt consulted with dozens of businesses on licensing, compliance, business efficiencies and scalability in addition to working on legislation in California and several states nationwide. He started Gridiron Cannabis Foundation, comprised of current and former NFL players, focusing on research and education with cannabis for traumatic brain injury and long term physical pain. More recently, Matt founded The Acentus Group, helping unique cannabis businesses implement operational efficiencies and develop business practices that ensure fiscal compliance and improved market share. He has specialized in establishing value add partnerships between top producers and large equity groups developing brands that can scale to market leaders in the cannabis industry. Matt has a BS in Finance from Lehigh University.

Justin Vincent, Head of the MyDx Scientific Advisory Board

With 15 years of experience working on teams of software developers, engineers, and data analysts in the medical imaging field, Justin possesses a formidable background in project management, algorithm development, software engineering, statistics, and data science. Justin was a postdoctoral research fellow in the Neurobiology Department at Harvard Medical School and Massachusetts General Hospital. Justin has co-authored one patent and twenty peer-reviewed publications in journals such as Nature and the Proceedings of the National Academy of Sciences. Collectively, his scientific publications have garnered over 16,000 citations, which led Clarivate Analytics to identify him as one of the world's most influential minds every year since 2014. In addition to his work in science, Justin has significant entrepreneurial experience from his previous role as Chief Technology Officer for two cannabis distribution startups in California. Justin is a graduate of the Cognition, Brain, and Behavior doctoral program at Harvard University.

Jory Wolf - VP of Business Development

Jory has been a cannabis consultant for the past 3 years. He has consulted local authorities throughout the state of California as well as many well known and extremely successful cultivation, manufacturing and retail brands. Working in the small business and financial industry has provided Jory with the first-hand experience of understanding the issues that cannabis businesses face, especially with respect to investments, financing and operations. Jory helps the Mr. Cannabis group's partners develop and maintain policies, procedures, processes and risk mitigation best practices as well as manage and perform day-to-day internal operational tasks that are associated with the most successful cannabis operations. Jory's specialty is a comprehensive approach to the business side of cannabis that is necessary to ensure the future viability and legal protection of any recreational cannabis business. Jory also specializes in deal structure and analysis for the Mr. Cannabis group having completed multiple private and public investments and acquisitions in the cannabis space over the past 2 years.

About MyDx, Inc.

MyDx, Inc. (OTC: MYDX) is a leader in science based cannabis health technology with a focus on understanding the cannabis brand preferences of consumers and patients. MyDx is working on implementing this vision by creating some of the most advanced consumer smart devices, applications, and services all working together towards creating one of the largest crowdsourced databases of consumer and patient feedback that ties physiological effects to specific cannabinoid and terpene profiles. The company believes this is the kind of database that can drive the future of medicine for the global cannabis industry.

Forward-Looking Statements

This news release contains "forward-looking statements" as that term is defined in Section 27(a) of the Securities Act of 1933, as amended, and Section 21(e) of the Securities Exchange Act of 1934, as amended. Statements may contain certain forward-looking statements pertaining to future anticipated or projected plans, performance and developments, as well as other statements relating to future operations and results. Any statements in this press release that are not statements of historical fact may be considered to be forward-looking statements. Words such as "may," "will," "expect," "believe," "anticipate," "estimate," "intends," "goal," "objective," "seek," "attempt," or variations of these or similar words, identify forward-looking statements. These forward-looking statements by their nature are estimates of future results only and involve substantial risks and uncertainties, including but not limited to risks associated with the uncertainty of future financial results, additional financing requirements, development of new products, our ability to complete our product testing and launch our product commercially, the acceptance of our product in the marketplace, the uncertainty of the laws and regulations relating to cannabis, the impact of competitive products or pricing, technological changes, the effect of economic conditions and other uncertainties detailed from time to time in our reports filed with the Securities and Exchange Commission, available at <https://ir.mydxlife.com/all-sec-filings> or www.sec.gov.

Investor Contact:

MyDx Shareholder Communications
800.814.4550 ext. 4
ir@mydxlife.com