

SUPPORT AND VOTING AGREEMENT

THIS AGREEMENT is made as of the 2nd day of June, 2020.

BETWEEN:

Hilcrest Merchant Partners Inc.

(referred to as the “**Shareholder**”)

- and -

CHOOM HOLDINGS INC., a corporation existing under the laws of the Province of British Columbia (“**Choom**”)

WHEREAS the Shareholder is the beneficial owner of 375,320 common shares (the “**Holder Shares**”) in the capital of Phivida Holdings Inc. (“**Phivida**”);

AND WHEREAS Choom and Phivida have entered into a arrangement agreement (the “**Arrangement Agreement**”) concurrently with the entering into of this support and voting agreement (the “**Agreement**”);

AND WHEREAS the Arrangement Agreement provides for, among other things, Choom to acquire all of the issued and outstanding shares of Phivida pursuant to a plan of arrangement under the provisions of the *Business Corporations Act* (British Columbia) (the “**Arrangement**”);

NOW THEREFORE in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1. INTERPRETATION

Section 1.1 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

ARTICLE 2. COVENANTS OF THE SHAREHOLDER

Section 2.1 General

The Shareholder hereby covenants and agrees in favour of Choom that, from the date hereof until the earlier of (i) the Effective Date, and (ii) the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement:

- (a) at the shareholder meeting of Phivida to approve the Arrangement (the “**Phivida Meeting**”) or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the Arrangement is sought, the Shareholder shall cause its Holder Shares to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Holder Shares and any other common shares of Phivida which it may then beneficially own (i) in favour of the approval of the Arrangement, and (ii) in favour of any other matter necessary for the consummation of the transactions contemplated by the Arrangement Agreement. If the Shareholder is the beneficial owner, but not the registered holder, of any of its Holder Shares, the Shareholder agrees to take all actions necessary to cause the registered holder and any nominees to vote all of its Holder Shares in accordance with this Section 2.1(a);
- (b) at any meeting of securityholders of Phivida or at any adjournment thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the securityholders of Phivida is sought (including by written consent in lieu of a meeting), the Shareholder shall cause its Holder Shares to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Holder Shares and any other common shares of Phivida which it may then beneficially own against any (i) Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement, or (ii) action or agreement that would result in a breach of any representation, warranty, covenant, agreement or other obligation of Choom in the Arrangement Agreement or the Shareholder in this Agreement. If the Shareholder is the beneficial owner, but not the registered holder, of any of its Holder Shares, the Shareholder agrees to take all actions necessary to cause the registered holder and any nominees to vote all of its Holder Shares in accordance with this Section 2.1(b);
- (c) as soon as practicable following the mailing of the management information circular of Phivida in respect of the Phivida Meeting (the “**Phivida Circular**”) and in any event no later than ten Business Days prior to the date of the Phivida Meeting: (i) with respect to any Holder Shares that are in registered form, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Phivida Circular and with a copy to Choom concurrently with such delivery, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote its Holder Shares (which have a right to be voted at such Phivida Meeting), (X) in favour of the Arrangement; and (Y) in favour of any other matter necessary for the consummation of the transactions contemplated by the Arrangement Agreement, and (ii) with respect to any Holder Shares that are held beneficially, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Phivida Circular and with a copy to Choom concurrently with such delivery, a duly executed voting instruction form to the intermediary through which the Shareholder holds its beneficial interest in the Shareholder’s Holder Shares, instructing that the Shareholder’s Holder Shares (which have a right to be voted at such meeting) be voted at the Phivida Meeting (X) in favour of the Arrangement; and (Y) in favour of any other matter necessary for the consummation of the transactions contemplated by the Arrangement Agreement. Such proxy or proxies or voting instructions shall name those individuals as may be designated by Phivida in the Phivida Circular and such proxy or proxies or voting instructions shall not be revoked without the written consent of Choom unless this Agreement is terminated in accordance with its terms. The Shareholder hereby agrees that neither it nor any person on its behalf will take any action

to withdraw, amend or invalidate any proxy or voting instructions deposited by the Shareholder pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement is terminated in accordance with its terms;

- (d) in the event that any transaction (other than the Arrangement) is presented for approval of, or acceptance by, Phivida, whether or not it may be recommended by the board of directors of Phivida (the “**Phivida Board**”), the Shareholder shall not directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Holder Shares or any other common shares of Phivida which it may then beneficially own, and the Shareholder will, if requested by Choom, publicly affirm its commitment to vote in favour of the Arrangement;
- (e) the Shareholder shall not, directly or indirectly, or, if applicable, through any officer, director, employee, representative or agent of the Shareholder, as applicable:
 - (i) solicit, initiate, knowingly facilitate, encourage or promote (including, without limitation, by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of Phivida or any subsidiary of Phivida or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
 - (ii) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than Choom or any of its affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
 - (iii) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any publicly announced or otherwise publicly disclosed Acquisition Proposal in respect of Phivida;
 - (iv) tender or cause to be tendered any of its Holder Shares to any Acquisition Proposal;
 - (v) withdraw support, or propose publicly to withdraw support, from the transactions contemplated by the Arrangement Agreement;
 - (vi) influence Phivida Board to withdraw or modify in a manner adverse to Choom, its approval of the transactions contemplated in the Arrangement Agreement;
 - (vii) make any public comments or statements, written or verbal, which are inconsistent with the obligations of the Shareholder under this Agreement;
 - (viii) enter into or publicly propose to enter into any agreement, understanding or arrangement in respect of an Acquisition Proposal; and
 - (ix) join in the requisition of any meeting of the securityholders of Phivida for the purpose of considering any resolution related to any Acquisition Proposal and/or any matter

that could reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement;

- (f) the Shareholder shall, and shall cause its officers, directors, employees, representatives or agents, as applicable, to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations or other activities commenced prior to the date of this Agreement with any Person (other than Choom or its affiliates) by the Shareholder or, if applicable, any of the officers, directors, employees, representatives or agents of the Shareholder, as applicable, with respect to any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (g) if the Shareholder or any of its officers, directors, employees, representatives or agents, as applicable, receives, or otherwise becomes aware of (including as a result of an approach made by a third party to the Shareholder) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, or receives any request for copies of, access to, or disclosure of, confidential information that is made, or that may reasonably be perceived to be made, in connection with an Acquisition Proposal, the Shareholder shall immediately notify Choom, at first orally, and then promptly and in any event within 48 hours in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its material terms and conditions and the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request, and the Shareholder shall provide Choom with copies of all documents, correspondence or other material received in respect of, from or on behalf of any such Person;
- (h) the Shareholder shall not directly or indirectly (i) sell, transfer, gift, assign, grant a participation interest in, option, pledge, hypothecate, grant a security or voting interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement (including any profit sharing arrangement) with respect to the Transfer of any of its Holder Shares to any person, other than pursuant to the Arrangement Agreement, (ii) grant any proxies or power of attorney, deposit any of its Holder Shares into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Holder Shares, other than pursuant to this Agreement, (iii) otherwise enter into any agreement or arrangement with any person or entity or commit any act that could limit, restrict or affect the Shareholder’s legal power, authority, or right to vote any of its Holder Shares or otherwise prevent or disable the Shareholder from performing any of its obligations under this Agreement, or (iv) requisition or join in the requisition of any meeting of any of the shareholders of Phivida for the purpose of considering any resolution;
- (i) the Shareholder shall not exercise (i) any rights of appraisal or rights of dissent provided under any applicable Laws or otherwise in connection with the Arrangement or the transactions contemplated by the Arrangement Agreement considered at Phivida Meeting in connection therewith, or (ii) any other shareholder rights or remedies available to the Shareholder, whether arising under statute, at common law or otherwise, to impede, frustrate, nullify, prevent, hinder, delay, upset or challenge the Arrangement;
- (j) the Shareholder shall not take any other action of any kind, directly or indirectly, which might reasonably be regarded as likely to materially reduce the success of, or delay or interfere with the completion of the transactions contemplated by the Arrangement Agreement;

- (k) the Shareholder shall cooperate with Phivida and Choom to successfully complete the Arrangement;
- (l) the Shareholder shall promptly notify Choom of the amount of any debt or equity securities or other interests in Phivida acquired by the Shareholder, to the extent it is permitted to do so, after the date hereof. Any such securities or other interests shall be subject to the terms of this Agreement as though owned by the Shareholder on the date hereof and shall be included in the definition of "Holder Shares"; and
- (m) the Shareholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments and shall take all such other action necessary or as Choom may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement and the Arrangement Agreement.

Section 2.2 Breach

The Shareholder shall promptly advise Choom, at first orally and then in writing of any development that causes, or that would reasonably be expected to cause: (i) a breach by the Shareholder of any covenant or agreement contained in this Agreement, or (ii) any of the Shareholder's representations or warranties contained in this Agreement becoming untrue or incorrect, and for the purposes of this provision, each representation and warranty shall be deemed to be given at and as of all times during such period (irrespective of any language which suggests that it is only being given as at the date hereof).

ARTICLE 3. REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to Choom as follows, and acknowledges that Choom is relying upon such representations and warranties in entering into this Agreement and the Arrangement Agreement:

- (a) **Capacity.** The Shareholder has the power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Authorization.** The execution, delivery and performance of this Agreement by the Shareholder have been duly authorized by its board of directors or other authorized decision-making body, as applicable, and no other internal approvals or proceedings on its part are necessary to authorize this Agreement.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Shareholder and constitutes its legal, valid and binding obligation, enforceable against the Shareholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

- (d) **Ownership of Shares.** The Shareholder is, and will be at the Effective Date, the beneficial owner of the Holder Shares with good and marketable title thereto free and clear of any and all Liens.
- (e) **Exercise of control or direction.** Other than the Holder Shares, the Shareholder does not own of record or beneficially, or exercise control or direction over, or hold any right to acquire, any securities of Phivida.
- (f) **No Breach.** Neither the execution and delivery of this Agreement by the Shareholder, nor the compliance by the Shareholder with any of the provisions hereof will:
 - (i) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) (or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal) under any term or provision of any constating or governing documents, by-laws or resolutions of the Shareholder, as applicable, or under any contract to which the Shareholder is a party or by which the Shareholder or any of its properties or assets (including the Holder Shares) may be bound;
 - (ii) require on the part of the Shareholder any filing with (other than pursuant to the requirements of applicable securities legislation, which filings the Shareholder will undertake) or permit, authorization, consent or approval of, any Governmental Entity or any other Person;
 - (iii) subject to compliance with any approval contemplated by the Arrangement Agreement and Laws, violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Shareholder or any of its properties or assets.
- (g) **No Agreements.** No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Holder Shares, or any interest therein or right thereto, except pursuant to this Agreement or the Arrangement Agreement.
- (h) **Voting.** The Shareholder has the sole and exclusive right to enter into this Agreement and to vote the Holder Shares as contemplated herein. Other than pursuant to this Agreement, none of the Holder Shares is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (i) **Legal Proceedings.** There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any judgment, decree or order against the Shareholder that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement and to perform its obligations hereunder or the title of the Shareholder to any of the Holder Shares.

Section 3.2 Representations and Warranties of Choom

Choom hereby represents and warrant to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations and warranties in entering into this Agreement that:

- (a) **Authority Relative to Agreements.** Choom has all necessary corporate power, authority and capacity to enter into this Agreement and the Arrangement Agreement and all other agreements and instruments to be executed by Choom as contemplated by the Arrangement Agreement and to perform its obligations hereunder, thereunder and under such agreements and instruments. The execution, delivery and performance of this Agreement and the Arrangement Agreement have been duly authorized by the Choom Board and no other corporate proceedings on its part are necessary to authorize this Agreement, the Arrangement Agreement or the Arrangement.
- (b) **Binding Obligation.** Each of this Agreement and the Arrangement Agreement has been duly executed and delivered by Choom and constitutes a valid and binding obligation of Choom, enforceable against Choom in accordance with its terms, subject to applicable bankruptcy, insolvency and other Laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.
- (c) **Absence of Conflict.** None of the execution and delivery of this Agreement or the Arrangement Agreement by Choom, the performance of Choom's obligations under this Agreement, the Arrangement Agreement or the Plan of Arrangement, or the completion by Choom of the transactions contemplated by this Agreement and the Arrangement Agreement will:
 - (i) result in or constitute a breach of any term or provision of, or constitute a default under, the constating documents of Choom;
 - (ii) result in or constitute a breach of any term or provision of, or constitute a default under, any agreement to which Choom or any Subsidiary is a party or which affects the Choom Shares, except where such event would not, individually or in the aggregate, have a Material Adverse Effect on Choom or the Choom Subsidiaries and would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the Arrangement.
- (d) **Consents.** Except as disclosed in the Arrangement Agreement, or a disclosure letter thereto, there is no requirement to obtain any consent, approval or waiver of a party under any Material Contract in order to complete the transactions contemplated by the Arrangement Agreement.
- (e) **Regulatory Approvals.** Other than the Interim Order, the Final Order, filings required to be made pursuant to applicable Securities Laws and filings required to be made and approvals required to be received from the CSE, no authorization, approval, order or consent of, or filing with, any Governmental Entity is required on the part of Choom in connection with the execution, delivery and performance of the Arrangement Agreement or any other documents and agreements to be delivered under the Arrangement Agreement except for those authorizations, approvals, orders or consents which are contemplated by the Arrangement

Agreement or those authorizations, approvals, orders or consents that, if not obtained, would not prevent or materially delay the consummation of the Arrangement or otherwise prevent or materially delay Choom from performing its obligations under the Arrangement Agreement.

- (f) **Litigation.** There is no claim, action, suit, grievance, complaint, arbitration, charge, audit, indictment, proceeding or investigation pending or, to the knowledge of Choom, threatened against or relating to Choom or any of its Subsidiaries, the business of Choom or any of its Subsidiaries, or affecting any of their properties or assets (whether owned, leased or licensed) which, individually or in the aggregate, if determined adversely to Choom or any of its Subsidiaries, would have, or reasonably would be expected to have, a Material Adverse Effect on Choom or prevent or materially delay the consummation of the Plan of Arrangement.

ARTICLE 4. TERMINATION

Section 4.1 Automatic Termination

This Agreement shall automatically terminate upon the earlier of (i) the valid termination of the Arrangement Agreement in accordance with its terms, (ii) the Phivida Board entering into a definitive agreement in connection with the receipt of a Superior Proposal in compliance with Section 5.4 of the Arrangement Agreement, (iii) the board of directors of Choom entering into a definitive agreement in connection with the receipt of a Competing Transaction in compliance with Section 5.5 of the Arrangement Agreement, (iv) the Effective Time, and (v) the Outside Date.

Section 4.2 Termination by the Shareholder or Choom

This Agreement may be terminated by notice in writing:

- (a) at any time prior to the Effective Time, by the mutual agreement of the parties;
- (b) by Choom if (i) the Shareholder breaches or is in default of any of its covenants or obligations under this Agreement and such breach or such default has or may reasonably be expected to have an adverse effect on the consummation of the transactions contemplated by the Arrangement Agreement, or (ii) any of the representations or warranties of the Shareholder under this Agreement shall have been at the date hereof, or subsequently become, untrue or incorrect; provided in each case that Choom has notified the Shareholder in writing of any of the foregoing events and the same has not been cured by the Shareholder within ten Business Days of the date such notice was received by the Shareholder;
- (c) by the Shareholder if (i) Choom breaches or is in default of any of the covenants or obligations of Choom under this Agreement and such breach or such default has or may reasonably be expected to have an adverse effect on the consummation of the transactions contemplated by the Arrangement Agreement or (ii) any of the representations or warranties of Choom under this Agreement shall have been at the date hereof, or subsequently become, untrue or incorrect, except to the extent any such failure to be true or correct would preclude Choom from consummating the Arrangement; provided in each case that the Shareholder has notified Choom in writing of any of the

foregoing events and the same has not been cured by Choom within ten Business Days of the date such notice was received by Choom; or

- (d) by the Shareholder if, without the Shareholder's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), the Arrangement Agreement is amended in any material respect in such a manner that would be materially adverse to the interests of the Shareholder, including, without limitation, to provide for any decrease in the Consideration set out in the Arrangement Agreement.

Section 4.3 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party shall have liability to any other party, except in respect of a breach of a representation, warranty or covenant of this Agreement which occurred prior to such termination. The Shareholder shall be entitled to withdraw any form of proxy in respect of the Arrangement Resolution in the event this Agreement is duly terminated in accordance with this Article 4.

ARTICLE 5. GENERAL

Section 5.1 Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement.

Section 5.2 Disclosure

The Shareholder consents to the details of this Agreement being described in any information circular or press release prepared by Phivida or Choom in connection with the Arrangement and in any material change report prepared by Phivida or similar filing prepared by Choom in connection with the execution and delivery of this Agreement and the Arrangement Agreement, and this Agreement being made publicly available, including by filing on SEDAR.

Except as set forth above or as required by applicable Laws or regulations or by any Governmental Entity, the Shareholder shall make no public announcement or statement with respect to this Agreement without the approval of Choom. The Shareholder agrees to consult with Choom prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

Section 5.3 Time

Any date, time or period referred to in this Agreement will be of the essence.

Section 5.4 Governing Law

This Agreement will be governed, including as to validity, interpretation and effect, by the laws of the Province of British and the laws of Canada applicable therein, and will be construed and treated in all respects as a British Columbia contract. Each of the parties hereby irrevocably attorns to the

exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement.

Section 5.5 Entire Agreement

This Agreement and the provisions of the Arrangement Agreement incorporated herein by reference, and the Arrangement Agreement constitute the entire agreement and understanding between and among the parties hereto with respect to the subject matter hereof and supersede any prior agreement, representation or understanding with respect thereto.

Section 5.6 Amendments and Waivers

Each party hereto agrees and confirms that any provision of this Agreement may be amended modified, altered, supplemented or waived if, and only if, such amendment, modification, alteration, supplement or waiver is in writing and signed, in the case of an amendment, by all of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective.

Section 5.7 Severability

To the extent permitted by applicable Law, the parties waive any provision of applicable Law which renders any provision of this Agreement invalid or unenforceable in any respect. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable Law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

Section 5.8 Assignment

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, permitted assigns and legal personal representatives, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, except that Choom may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement to an affiliate, without reducing its own obligations hereunder.

Section 5.9 Specific Performance and other Equitable Rights

The parties hereby agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such damages. Accordingly, the parties acknowledge and hereby agree that in the event of any breach or threatened breach by the Shareholder, on the one hand, or Choom, on the other hand, of any of their respective covenants or obligations set forth in this Agreement, Choom, on the one hand, or the Shareholder, on the other hand, shall be entitled to an injunction or injunctions to prevent or restrain breaches or threatened breaches of this Agreement by the other, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the other under this Agreement, without any requirement to prove actual damages and without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunction. Each of the parties hereby agrees not

to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by it.

Section 5.10 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile, e-mail transmission of PDF files or other electronic means and all the counterparts and facsimile, e-mail or other electronic copies together constitute one and the same agreement, and such facsimile, e-mail or other electronic copies will be legally effective to create a valid and binding agreement between the parties.

Section 5.11 Independent Legal Advice

The Shareholder acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that the Shareholder has either done so or waived their right to do so in connection with the entering into of this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

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

HILCREST MERCHANT PARTNERS INC.

By: (s) "Donato Sferra"

Name: Donato Sferra

Title: Managing Director

CHOOM HOLDINGS INC.

By: (s) "Corey Gillon"

Name: Corey Gillon

Title: Chief Executive Officer