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

**FORM 8-K/A
(Amendment No. 1)**

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 29, 2016

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

Nevada
(State or Other Jurisdiction
of Incorporation)

333-191721
(Commission File Number)

99-0384160
(I.R.S. Employer
Identification Number)

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

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

N/A
(Former name or former address, if changed since last report)

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))
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EXPLANATORY NOTE

We are filing this Amendment No. 1 on Form 8K/A to our Current Report on Form 8K filed with the Securities and Exchange Commission (“SEC”) on December 2, 2016 (“Original Form 8-K”) to revise the exhibit table and include redacted copies of Ex. 10.2, 10.3, and 10.4 referenced therein, for which confidential treatment is currently being sought for certain provisions contained therein from the SEC.

Except as stated herein, this Current Report on Form 8-K/A does not reflect events occurring after the filing of the Original Form 8-K on December 2, 2016 and no attempt has been made in this Current Report on Form 8-K/A to modify or update other disclosures as presented in the Original Form 8-K. Accordingly, this Form 8-K/A should be read in conjunction with the Original Form 8-K and our filings with the SEC subsequent to the filing of the Original Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
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10.1	Settlement Agreement and Stipulation, dated November 29, 2016*
10.2	First Amendment to the Exclusive Patent Sublicense Agreement, dated November 29, 2016**
10.3	JDA Termination Agreement, dated November 29, 2016**
10.4	Amendment #2 to Supply Agreement, dated November 29, 2016**

* Included as exhibit 10.1 to Form 8-K filed December 2, 2016, with the Securities and Exchange Commission.

** Redacted copy filed herewith. Confidential treatment has been requested with respect to certain portions of this exhibit. Omitted portions have been filed separately with the Securities and Exchange Commission.

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: January 13, 2017

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

**FIRST AMENDMENT TO THE
EXCLUSIVE PATENT SUBLICENSE AGREEMENT**

THIS FIRST AMENDMENT TO THE EXCLUSIVE PATENT SUBLICENSE AGREEMENT (this “Sublicense Amendment Agreement”) is made as of November 29, 2016 (the “Effective Date”) by and between CDx, Inc., a Delaware corporation with its principal place of business at 6335 Ferris Square, Suite B, San Diego, CA 92121 (“CDx”), and Next Dimension Technologies, Inc., a California corporation with its principal place of business at 1 West Mountain Street, #11, Pasadena, CA 91103 (“NDT”). CDx and NDT are sometimes referred to herein individually as the “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, CDx and NDT are parties to an Exclusive Patent Sublicense Agreement that took effect on April 24, 2015 (the “Sublicense Agreement”); and

WHEREAS, CDx and NDT are parties to additional agreements, including a Joint Development Agreement executed by the Parties on November 1, 2013, as modified by Amendment #1, Amendment #2, Amendment #3, Amendment #4, Amendment #5, Amendment #6, and Amendment #7 to the Joint Development Agreement executed by the parties on April 21, 2014, July 1, 2014, March 13, 2015, May 1, 2015, May 5, 2015, August 4, 2015, and February 22, 2016 respectively (collectively the “Joint Development Agreement”), and a Supply Agreement executed by the Parties on May 19, 2015 as amended on August 14, 2015 (collectively, the “Supply Agreement”); and

WHEREAS, CDx desires to reduce its future minimum royalty obligations from [REDACTED] per year to [REDACTED] per year and to waive certain other past payment obligations in consideration of certain payment of past royalty obligations and further modifications and amendments to the Sublicense Agreement, the Supply Agreement, and the Joint Development Agreement; and

WHEREAS, both parties now desire to further modify and amend the Sublicense Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties as set forth below as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CDx and NDT do hereby mutually agree as follows:

1. Simultaneous Execution. The execution, delivery and effectiveness of this Sublicense Amendment Agreement are contingent upon the simultaneous execution and delivery of: (i) that certain Claims Purchase Agreement by and between NDT and Rockwell Capital Partners dated November 29, 2016 (the “Claims Purchase Agreement”); and (ii) that certain JDA Termination Agreement dated November 29, 2016, and (iii) that certain Amendment #2 to the Supply Agreement dated November 29, 2016. Notwithstanding anything in this Sublicense Amendment Agreement to the contrary, this Sublicense Amendment Agreement shall be null and void if the Claims Purchase Agreement becomes null or void.
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2. Assignment of NDT Claims. The Parties hereby agree to the sale, transfer, conveyance and assignment of all right, title and interest to certain outstanding claims of CDx by NDT, totaling [REDACTED] and representing unpaid royalties due to NDT under the Sublicense Agreement, to Rockwell Capital Partners.

3. Minimum Annual Royalties. With respect to Paragraph 3.5 of the Sublicense Agreement, this paragraph shall be deleted in its entirety and replaced with the following:

“During the Term and in further consideration of the rights and licenses granted by NDT hereunder, CDx shall pay to NDT minimum annual royalties in the amount of [REDACTED], which amount shall be payable in equal quarterly installments and which shall be creditable against the royalties payable to NDT pursuant to Sections 3.3 and 3.4. This minimum annual royalty shall be reduced to [REDACTED] beginning on January 1, 2017. For any partial calendar year, such minimum annual royalty shall be determined on a pro rata basis.”

The Parties agree that the amendment to Paragraph 3.5 set forth in this Section 2 shall be retroactive to the effective date of the Sublicense Agreement.

4. Partial Waiver of Royalties. Upon payment in full of any amounts due to NDT pursuant to Paragraph 3.3 and 3.4 of the Sublicense Agreement for the period beginning October 1, 2016 and ending on December 31, 2016 by no later than February 28, 2017, NDT agrees to waive the minimum royalty payment requirement of Paragraph 3.5 of the Sublicense Agreement for the quarterly period ending December 31, 2016 and to consider the minimum royalty requirements of Paragraph 3.5 in the Sublicense Agreement (as amended by Section 2 in this Sublicense Amendment Agreement) met in full and creditable against the royalties due to NDT pursuant to Paragraphs 3.3 and 3.4 for the period beginning on the effective date of the Sublicense Agreement and ending on December 31, 2016. This waiver shall not relieve CDx of any payments due to NDT pursuant to the Sublicense Agreement other than those due under Paragraph 3.5.

5. Adjustments to Timing and Computation. With respect to Paragraph 3.2 of the Sublicense Agreement, this paragraph shall be deleted in its entirety and replaced with the following:

“All royalties hereunder shall be computed on a quarterly basis for the quarters ending March 31st, June 30th, September 30th, and December 31st of each calendar year. Minimum royalty payments due pursuant to Paragraph 3.5 shall be due on the last day of each quarter and additional royalties pursuant to this Agreement shall be due and payable within ninety (90) days after the end of such quarter. All late payments of royalties due under this Agreement shall incur a [REDACTED] penalty.”

6. **Termination.** With respect to Paragraph 10.2 of the Sublicense Agreement, this paragraph is amended to include the following:

“(f) By NDT for Non-Payment. NDT may terminate this Agreement immediately upon written notice if CDx fails to pay to NDT any royalty payments due under Section 3 within thirty (30) days of any payment due date.”

With respect to Paragraph 10.3(c) of the Sublicense Agreement, this paragraph shall be deleted in its entirety and replaced with the following:

“(c) Post-Termination Sales of Sublicensed Product. CDx may, for a period of no longer than six (6) months after the effective date of the termination of the Agreement, complete and sell any or all Sublicensed Products that were in the process of manufacture or in inventory on the effective date of the termination; provided, however, that it shall remain obligated to pay any and all applicable Royalties thereon and other amounts related thereto as provided in this Agreement, and the terms and conditions of this Agreement applicable thereto shall remain in full force and effect during such six (6)-month period. Notwithstanding anything in this Agreement to the contrary, if NDT terminates this Agreement pursuant to Paragraph 10.2, CDx shall forfeit all of its rights to complete and sell Sublicensed Products pursuant to this Paragraph 10.3(c).”

7. **Patent List.** With respect to Exhibit C of the Sublicense Agreement, Exhibit C shall be deleted in its entirety and replaced with Exhibit C attached hereto.
8. **Notice.** It is agreed that the provisions in the Sublicense Agreement regarding notice are specifically waived by the Parties for the purpose of this Sublicense Amendment Agreement. With respect to Paragraph 13.5 of the Sublicense Agreement, this paragraph shall be deleted in its entirety and replaced with the following:

“Any notice, request, delivery, approval or consent required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given: (a) if transmitted for overnight delivery via a nationally recognized delivery service, the first business day after being delivered by the transmitted Party to such overnight delivery service, (b) if by email, when transmitted by email, or (c) if by registered or certified mail, postage prepaid, five (5) days after mailing the notice, to the following addresses (or to such other address of a party designated in writing by such party to the others):

CDX: Attention: Daniel Yazbeck, CEO
6335 Ferris Square, Suite B
San Diego, CA 92121

email: ██████████

NDT: Attention: William Royea, President
1 West Mountain Street, #11
Pasadena, CA 91103

email: ██████████

9. All remaining terms and conditions of the Sublicense Agreement remain in full force and effect, as modified and amended hereby and are hereby ratified by the Parties.
10. After full execution of this Sublicense Amendment Agreement, the Sublicense Agreement shall be deemed to include the modifications and amendments herein.

IN WITNESS WHEREOF, the parties have caused this Sublicense Amendment Agreement to be executed by their authorized representatives as of the respective dates written below.

CDX, Inc.

By: /s/ Daniel Yazbeck
Name: Daniel Yazbeck
Title: CEO
Date: November 29, 2016

Next Dimension Technologies, Inc.

By: /s/ William Royea
Name: William Royea
Title: President
Date: November 29, 2016

EXHIBIT C

CORE PATENT RIGHTS

Patent #	Serial #	Title	Issue date
7,359,802	10/618,546	Methods for Remote Characterizations of an Odor	4/15/2008
6,093,308	09/258,713	Sensors for Detecting Analytes in Fluids	7/25/2000
6,013,229	09/095,376	Sensor Arrays for Detecting Analytes in Fluids	1/11/2000
6,010,616	08/986,500	Sensor Arrays for Detecting Analytes in Fluids	1/4/2000
5,959,191	09/006,279	Sensor Arrays for Detecting Analytes in Fluids	9/28/1999
5,951,846	09/006,142	Sensor Arrays for Detecting Analytes in Fluids	9/14/1999
5,911,872	08/949,730	Sensors for Detecting Analytes in Fluids	6/15/1999
5,891,398	09/154,604	Sensor Arrays for Detecting Analytes in Fluids	4/6/1999
5,788,833	08/696,128	Sensors for Detecting Analytes in Fluids	8/4/1998
5,698,089	08/689,227	Sensor Arrays for Detecting Analytes in Fluids	12/16/1997
5,571,401	08/410,809	Sensor Arrays for Detecting Analytes in Fluids	11/5/1996
7,966,132	12/082,972	Methods for Remote Characterizations of an Odor	6/21/2011
6,571,603	09/318,900	Method of Resolving Analytes In a Fluid	6/3/2003
6,350,369	09/291,932	Method and System for Determining Analyte Activity	2/26/2002

JDA TERMINATION AGREEMENT

THIS JDA TERMINATION AGREEMENT (this “JDA Termination Agreement”) is made as of November 29, 2016 (the “Effective Date”) by and between CDx, Inc., a Delaware corporation with its principal place of business at 6335 Ferris Square, Suite B, San Diego, CA 92121 (“CDX”), and Next Dimension Technologies, Inc., a California corporation with its principal place of business at 1 West Mountain Street, #11, Pasadena, CA 91103 (“NDT”). CDX and NDT are sometimes referred to herein individually as the “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, CDX and NDT are parties to a Joint Development Agreement executed by the Parties on November 1, 2013, as modified by Amendment #1, Amendment #2, Amendment #3, Amendment #4, Amendment #5, Amendment #6, and Amendment #7 to the Joint Development Agreement executed by the parties on April 21, 2014, July 1, 2014, March 13, 2015, May 1, 2015, May 5, 2015, August 4, 2015, and February 22, 2016 respectively (collectively the “Joint Development Agreement”); and

WHEREAS, CDX and NDT are parties to additional agreements, including a Supply Agreement executed by the Parties on May 19, 2015 as amended on August 14, 2015 (collectively, the “Supply Agreement”), and an Exclusive Patent Sublicense Agreement executed by the Parties effective April 24, 2015 (the “Sublicense Agreement”); and

WHEREAS, NDT has successfully concluded its obligations under the Joint Development Agreement and CDX now desires to fulfill and successfully conclude its remaining payment obligations under the Joint Development Agreement; and

WHEREAS, both Parties desire to engage in future joint development projects pursuant to additional agreements contemplated by the Parties upon the successful conclusion and termination of the Joint Development Agreement; and

WHEREAS, the Parties desire to terminate the Joint Development Agreement under the terms and conditions as set forth hereunder.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties as set forth below as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CDX and NDT do hereby mutually agree as follows:

1. Simultaneous Execution. The execution, delivery and effectiveness of this JDA Termination Agreement are contingent upon the simultaneous execution and delivery of: (i) that certain Claims Purchase Agreement by and between NDT and Rockwell Capital Partners dated November 29, 2016 (the “Claims Purchase Agreement”); and (ii) that certain Amendment #2 to Supply Agreement dated November 29, 2016, and (iii) that certain First Amendment to the Exclusive Patent Sublicense Agreement dated November 29, 2016. Notwithstanding anything in this JDA Termination Agreement to the contrary, this JDA Termination Agreement shall be null and void if the Claims Purchase Agreement becomes null or void.
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2. Assignment of NDT Claims. The Parties hereby agree to the sale, transfer, conveyance and assignment of all right, title and interest to all outstanding claims of CDX by NDT, totaling [REDACTED] as of the Effective Date, to Rockwell Capital Partners.
3. Termination. The Parties hereby agree that the Joint Development Agreement shall stand terminated and thereafter shall have no future force or effect as of December 15, 2016 (the "Termination Date"), and neither party shall have any further rights or obligations pursuant to the Joint Development Agreement except as set forth in Section 4 hereof.
4. Surviving Obligations. The Parties shall only remain obligated for the obligations that were intended to survive the expiration of the term of the Joint Development Agreement as provided therein, specifically the provisions of the Joint Development Agreement relating to intellectual property (Paragraph 4, inclusive), confidentiality (Paragraph 5, inclusive), and return of data and samples (Paragraph 6, inclusive).
5. Mutual Release. Upon termination of the Joint Development Agreement as set forth in Section 3, each Party and any person or entity claiming through them (the "Releasing Party") hereby absolutely, fully and irrevocably releases, waives, relinquishes and discharges each of: (a) the other Party, (b) the respective individual directors, officers, partners, members, trustees and employees of such other Party, and (c) the successors and assigns of each Party (the "Released Party") from any and all actions, causes of action, suits, damages (whether general, special or punitive), debts, liabilities, demands, rights, obligations, costs, expenses, losses, attorneys' fees, liens and indemnities of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, and whether based on contract, tort, statute or other legal or equitable theory of recovery which the Releasing Parties may have had, presently have or in the future may have against the Released Parties which arise, have arisen or may hereinafter arise, whether presently known or unknown, insofar, but only insofar, as such claims relate to the Joint Development Agreement; provided that the release provisions of this Section 5 shall not apply to the surviving obligations identified in Section 4 hereof.
6. Additional Negotiations. Both Parties agree to negotiate the terms and conditions for additional joint development activities contemplated by the Parties, provided that such negotiations are not intended to create any agreement or obligation by either party to negotiate a definitive agreement and imposes no duty on either Party to continue negotiations. The Parties intend that neither shall have any contractual obligations to the other with respect to additional joint development activities until a definitive agreement has been fully executed and delivered by the Parties.

7. Notices. It is agreed that the provisions in the Joint Development Agreement regarding notice are specifically waived by the Parties for the purpose of this JDA Termination Agreement. All written notices or other written communications required under this JDA Termination Agreement shall be deemed properly given: (a) if transmitted for overnight delivery via a nationally recognized delivery service, the first business day after being delivered by the transmitted Party to such overnight delivery service, (b) if by email, when transmitted by email, or (c) if by registered or certified mail, postage prepaid, five (5) days after mailing the notice, to the following addresses (or to such other address of a party designated in writing by such party to the others):

CDX: Attention: Daniel Yazbeck, CEO
 6335 Ferris Square, Suite B
 San Diego, CA 92121

email: [REDACTED]

NDT: Attention: William Royea, President
 1 West Mountain Street, #11
 Pasadena, CA 91103

email: [REDACTED]

8. Headings. The headings in this JDA Termination Agreement are inserted for convenience only and shall not constitute a part hereof.
9. Entire Agreement. This JDA Termination Agreement constitutes the entire agreement of the parties and supersedes any and all prior agreements or understanding of the parties, either written or oral, regarding the subject of this JDA Termination Agreement.
10. Severability. Should any section, or portion thereof, of this JDA Termination Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly reformed so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.
11. Successors and Assigns. This JDA Termination Agreement is binding upon each Party, and shall inure to the benefit of each Party and their respective officers, directors, employees, agents, subsidiaries, parent corporations, affiliated companies, successors, assigns, agents, heirs, and personal representatives.
12. Counterparts. This JDA Termination Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument, but only one of which need be produced.
13. Choice of Law. The JDA Termination Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions.

In Witness Whereof, the Parties have caused their duly authorized representatives to execute this JDA Termination Agreement.

CDX, Inc.

By: /s/ Daniel Yazbeck
Name: Daniel Yazbeck
Title: CEO
Date: November 29, 2016

Next Dimension Technologies, Inc.

By: /s/ William Royea
Name: William Royea
Title: President
Date: November 29, 2016

AMENDMENT #2 TO SUPPLY AGREEMENT

THIS AMENDMENT #2 TO SUPPLY AGREEMENT (this "Supply Amendment Agreement") is made as of November 29, 2016 (the "Effective Date") by and between CDx, Inc., a Delaware corporation with its principal place of business at 6335 Ferris Square, Suite B, San Diego, CA 92121 ("CDX" or the "Company"), and Next Dimension Technologies, Inc., a California corporation with its principal place of business at 1 West Mountain Street, #11, Pasadena, CA 91103 ("NDT" or the "Supplier"). CDX and NDT are sometimes referred to herein individually as the "Party" or collectively as the "Parties".

RECITALS

WHEREAS, CDX and NDT are parties to a Supply Agreement executed by the Parties on May 19, 2015 as amended on August 14, 2015 (collectively, the "Supply Agreement"); and

WHEREAS, CDX and NDT are parties to additional agreements, including a Joint Development Agreement executed by the Parties on November 1, 2013, as modified by Amendment #1, Amendment #2, Amendment #3, Amendment #4, Amendment #5, Amendment #6, and Amendment #7 to the Joint Development Agreement executed by the parties on April 21, 2014, July 1, 2014, March 13, 2015, May 1, 2015, May 5, 2015, August 4, 2015, and February 22, 2016 respectively (collectively the "Joint Development Agreement"), and an Exclusive Patent Sublicense Agreement executed by the Parties effective April 24, 2015 (the "Sublicense Agreement"); and

WHEREAS, both Parties desire to waive and modify certain outstanding obligations in connection with an initial purchase order placed under the terms of the Supply Agreement;

WHEREAS, pursuant to Paragraph 10.12 of the Agreement, both parties now desire to further modify and amend the Supply Agreement;

NOW, THEREFORE, in consideration of the mutual undertakings of the parties as set forth below as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CDX and NDT do hereby mutually agree as follows:

1. **Simultaneous Execution.** The execution, delivery and effectiveness of this Supply Amendment Agreement are contingent upon the simultaneous execution and delivery of: (i) that certain Claims Purchase Agreement by and between NDT and Rockwell Capital Partners dated November 29, 2016 (the "Claims Purchase Agreement"); and (ii) that certain JDA Termination Agreement dated November 29, 2016, and (iii) that certain First Amendment to the Exclusive Patent Sublicense Agreement dated November 29, 2016. Notwithstanding anything in this Supply Amendment Agreement to the contrary, this Supply Amendment Agreement shall be null and void if the Claims Purchase Agreement becomes null or void.
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2. Assignment of NDT Claims. The Parties hereby agree to the sale, transfer, conveyance and assignment of all right, title and interest to certain outstanding claims of CDX by NDT totaling [REDACTED], to Rockwell Capital Partners.
3. Forecasts. Both Parties agree to waive their respective obligations pursuant to Paragraph 2.3 for the period beginning on the effective date of the Supply Agreement and ending on December 31, 2016. Both Parties further agree that for any quarter in which CDX fails to provide a written rolling forecast to NDT pursuant to Paragraph 2.3, CDX's rolling forecast for the following four (4) quarters shall be considered as [REDACTED] units per quarter. Both Parties agree that for any quarter in which NDT fails to provide a written confirmation to CDX of its Capacity Constraint and Lead Time Constraint, NDT's Capacity Constraint for the following four (4) quarters shall be considered as one-hundred percent (100%) of CDX's quarterly forecasts, and NDT's Lead Time Constraint shall be considered as the maximum lead time listed in Paragraph 2.3. Both Parties agree that for purposes of Paragraph 2.3, CDX's quantity of units ordered for the quarterly period ending December 31, 2016, shall be considered as [REDACTED] units.
4. Initial Purchase Order. With respect to each Party's obligations in connection with the Initial Purchase Order set forth in Exhibit D of the Supply Agreement, the Parties agree as follows:
 - a. NDT shall deliver [REDACTED] units of Product to CDX no later than December 15, 2016 (the "Initial Delivery"); and
 - b. CDX shall make a payment of [REDACTED] to NDT no later than November 30, 2017 (the "Purchase Order Payment");
 - c. NDT shall deliver [REDACTED] units of Product to CDX no later than thirty (30) days following its full receipt of the Purchase Order Payment (the "Final Delivery").

CDX agrees that upon NDT's fulfillment of the Initial Delivery, NDT shall have no further obligations to CDX to deliver additional Products in connection with the Initial Purchase Order set forth in Exhibit D of the Supply Agreement, and CDX explicitly waives its rights to the refund of any and all deposits and payments paid to NDT in connection with the Initial Purchase Order; provided that NDT shall remain obligated for the Final Delivery contingent on CDX's timely fulfillment of the Purchase Order Payment.

NDT agrees that upon CDX's fulfillment of the Purchase Order Payment, CDX shall have no further payment obligations to NDT in connection with the Initial Purchase Order set forth in Exhibit D. CDX agrees that upon its failure to pay the Purchase Order Payment in full by the due date, CDX shall remain obligated to pay [REDACTED] to NDT and NDT shall have an ongoing right to terminate the Supply Agreement immediately upon written notice to CDX.

5. **Price.** As of the Effective Date of this Supply Amendment Agreement, the price to be paid by Company per unit of Product shall be modified to the price as set forth on Exhibit E attached hereto and Company shall pay such price in accordance with the payment schedule described therein.
6. **Product Rejection.** CDX agrees to waive its right to reject Products pursuant to any provision of Article 4 for any and all Products delivered prior to the Effective Date of this Supply Amendment Agreement. CDX further agrees that its right to reject Products pursuant to any provision of Article 4 shall expire thirty (30) days following Company’s receipt of the subject Products.
7. **Notices.** It is agreed that the provisions in the Supply Agreement regarding notice are specifically waived by the Parties for the purpose of this Supply Amendment Agreement. With respect to Paragraph 10.6 of the Supply Agreement, this paragraph shall be deleted in its entirety and replaced with the following:

“Any notice, request, delivery, approval or consent required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given: (a) if transmitted for overnight delivery via a nationally recognized delivery service, the first business day after being delivered by the transmitted Party to such overnight delivery service, (b) if by email, when transmitted by email, or (c) if by registered or certified mail, postage prepaid, five (5) days after mailing the notice, to the following addresses (or to such other address of a party designated in writing by such party to the others):

CDX: Attention: Daniel Yazbeck, CEO
6335 Ferris Square, Suite B
San Diego, CA 92121

email: [REDACTED]

NDT: Attention: William Royea, President
1 West Mountain Street, #11
Pasadena, CA 91103

email: [REDACTED]

8. **Headings.** The headings in this Supply Amendment Agreement are inserted for convenience only and shall not constitute a part hereof.

9. All remaining terms and conditions of the Supply Agreement remain in full force and effect, as modified and amended hereby and are hereby ratified by the parties.
10. After full execution of this Supply Amendment Agreement, the Supply Agreement shall be deemed to include the modifications and amendments herein.

In Witness Whereof, the Parties have caused their duly authorized representatives to execute this Supply Amendment Agreement.

CDX, Inc.

By: /s/ Daniel Yazbeck
Name: Daniel Yazbeck
Title: CEO
Date: November 29, 2016

Next Dimension Technologies, Inc.

By: /s/ William Royea
Name: William Royea
Title: President
Date: November 29, 2016

**EXHIBIT E
PRICES**

Product Price.

Description	Price
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Annual Price Increase. [REDACTED]

Payment Terms. [REDACTED] shall be due immediately upon initiation of each order placed in accordance with Section 2.5. Additional amounts [REDACTED] shall be due and payable within 30 days of delivery of the applicable Products in accordance with Section 3.2
