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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): **March 10, 2017**

**MyDx, Inc.**

(Exact Name of Registrant as Specified in Charter)

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**Nevada**

(State or Other Jurisdiction  
of Incorporation)

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**000-55596**

(Commission  
File Number)

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**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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### **Item 1.01 Entry into a Definitive Material Agreement.**

As MyDx, Inc. (the “Company”), previously disclosed in a Current Report on Form 8-K filed on March 10, 2017, the Company had sued Phoenix Fund Management, LLC (“Phoenix”) to prevent further issuances and conversion notices pursuant to, respectively, a June 2016 \$250,000 Section 3(a)(10) settlement and an October 2016 \$1,000,000 convertible promissory note. Between February 23, 2017 and March 8, 2017, Phoenix submitted five (5) issuance or conversion requests to the Company’s transfer agent for a total of 239,188,023 shares of the Company’s common stock. As a result of the settlement described below, none of these share were issued.

On March 10, 2017, the Company entered into a Settlement Agreement with Phoenix dated March 9, 2017 (the “Phoenix Settlement”). Pursuant to the Phoenix Settlement, Phoenix has agreed it is no longer entitled to any shares pursuant to these two agreements, which are now considered paid in full. On March 15, 2017, in connection with the Phoenix Settlement, the Company filed a motion to dismiss the pending lawsuit with the Eleventh Judicial Circuit of Florida.

On March 13, 2017, the Company and Bright Light Marketing, Inc. (“BLM”), in a settlement related to the Phoenix Settlement, entered into a Settlement Agreement dated March 10, 2017 (the “BLM Settlement”). In 2016, BLM notified the Company that Phoenix was a potential lender. Pursuant to the BLM Settlement, BLM will pay the Company a total of \$217,500 over the next twelve (12) months. BLM is due to pay the first \$100,000 within thirty (30) business days of the signing of the BLM Settlement. BLM will then pay the Company \$10,000 per month on the first day of the next eleven (11) months with the final payment of \$7,5000 due on March 1, 2018.

On March 14, 2017, the Company and Vista Capital Investments, LLC (“Vista”) entered into a Settlement Agreement dated March 14, 2017 (the “Vista Settlement”). Vista claimed, and the Company disputed, that Vista was still entitled to certain payments pursuant to convertible promissory notes the Company previously issued. On March 13, 2017, Vista submitted a conversion request of 68,437,500 shares of the Company’s common stock. Pursuant to the Vista Settlement, the Company issued 35,000,000 shares to Vista on March 14, 2017 and all convertible promissory notes issued by the Company to Vista are now considered paid in full.

Item 1.01 of this Current Report on Form 8-K contains only a brief description of the material terms of each of the Phoenix Settlement, the BLM Settlement, and the Vista Settlement and does not purport to be a complete description of the rights and obligations of the parties thereunder, and such descriptions are qualified in their entirety by reference to the documents. A copy of the Phoenix Settlement, the BLM Settlement, and the Vista Settlement is filed as Exhibits 10.1, 10.2, and 10.3 respectively, to this Current Report on Form 8-K.

### **Item 3.02 Unregistered Sales of Equity Securities.**

The description in Item 1.01 of the shares issued by the Company to Vista is incorporated herein. The issuance of the shares set forth herein was made in reliance on the exemption provided by Section 4(a)(2) of the Securities Act of 1933, as amended (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 was only one recipient; (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 and the Company; and (f) the recipient of the securities is an accredited investor.

From November 22, 2016 through March 16, 2017, the Company has issued, in reliance upon Section 4(a)(2) of the Securities Act, 1,086,998,015 shares of common stock at a weighted average price per share of \$0.001096 pursuant to conversion notices of convertible promissory notes outstanding totaling approximately \$1,164,000. The shares were issued to a total of five lenders. The issuance of such convertible promissory notes was previously disclosed in the Company’s periodic reports filed with the Securities and Exchange Commission. As of March 16, 2017, the remaining principle balance owed by the Company pursuant to a convertible promissory note is \$35,000 owed to one lender. This promissory note is not convertible prior to May 13, 2017.

**Item 9.01. Financial Statements and Exhibits.**

(d)Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	Settlement Agreement and Mutual Releases with Phoenix Fund Management, LLC dated March 9, 2017
10.2	Settlement Agreement and Mutual Releases with Bright Light Marketing, Inc. dated March 13, 2017
10.3	Settlement Agreement and Mutual Releases with Vista Capital Investments, LLC, dated March 14, 2017

**SIGNATURE**

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

Date: March 16, 2017

**MyDx, Inc.**

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

**SETTLEMENT AGREEMENT AND MUTUAL RELEASES**

This Settlement Agreement (this "Agreement") is made as of this 9th day of March, 2017 (the "Effective Date"), by and between MyDX, Inc. ("MYDX") and Phoenix Fund Management, LLC ("Phoenix"). MYDX and Phoenix are hereinafter referred to jointly as the "Parties" and make this Agreement in reference to the following:

**WHEREAS**, MYDX executed a Convertible Promissory Note dated October 5, 2016 in favor of Phoenix (the "Convertible Note");

**WHEREAS**, Phoenix is the holder of another note in the amount of \$250,000.00 which note is subject to a court approved settlement agreement dated May 2016 (the "Prior Note");

**WHEREAS**, Phoenix and MYDX have entered into a promissory note entitled the "Phoenix Fund Management LLC Secured Promissory Backend Security Note dated October 5, 2016 ("Backend Note").

**WHEREAS**, Phoenix has claimed that it is still entitled to certain payments under the Convertible Note and the Prior Note and MYDX denies that Phoenix is entitled to such payments and that MYDX has in fact overpaid the amounts due under the Convertible Note and Prior Note; and

**WHEREAS**, the Parties wish to settle, resolve and compromise all claims, disputes or other issues that may exist between them concerning the Convertible Note and the Prior Note.

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

**1. Settlement Amount.**

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

(i) Phoenix shall be entitled to no further issuance of any MYDX shares or other instruments of any kind and shall immediately instruct the transfer agent, Nevada Agency and Transfer Company, of same and that all outstanding conversions notices are void and of no further effect;

(ii) Neither Phoenix nor MYDX shall be entitled to any additional cash or other payment from each other of any kind.

(iii) The parties stipulate to the dismissal of any litigation pending between them, including any claims or counterclaims, the motion to enforce the settlement of the Prior Note, and including that action initiated by MYDX as plaintiff in the Circuit Court in and for Miami-Dade County, FL, and this agreement may be filed as a stipulation of dismissal in any pending action, with the court retaining jurisdiction to enforce the terms of this agreement.

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

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

4. **Releases.**

a. Upon effectuation of the matters set forth in Section 1 above, the return of the MYDX shares to treasury as set forth in Section 5 below, and the return of the Backend Note, the Convertible Note and the Prior Note each marked as "Paid in Full", MYDX and its predecessors, successors, parents, direct and indirect subsidiaries, affiliates, assigns, heirs, agents, transferees, and current and former directors, officers, managers, members, shareholders, partners, employees, representatives, and attorneys (the "MYDX Releasers") hereby release Phoenix and its predecessors, successors, parents, direct and indirect subsidiaries, affiliates, assigns, heirs, agents, transferees and current and former directors, officers, managers, members, shareholders, partners, employees, representatives, and attorneys (collectively the "Released Phoenix Parties"), from and against any and all actions, suits, judgments, claims, proofs of claim, demands, damages, attorneys' fees, causes of action, debts, liabilities, or controversies of any kind whatsoever, whether at law or in equity, whether before a local, state or federal court or state or federal administrative agency or commission, or arbitration administrator, and whether now known or unknown, matured or unmatured, liquidated or unliquidated, that MYDX now has or may have had, or thereafter claims to have on behalf of itself, or any other person or entity, from the beginning of the world up through and including the date of this Agreement, including but not limited to the Backend Note, the Conversion Note or Prior Note.

b. Upon effectuation of the matters set forth in Section 1 above and the return of the MYDX shares to treasury as set forth in Section 5 below, Phoenix and its predecessors, successor, parents, direct and indirect subsidiaries, affiliates, assigns, heirs, agents, transferees, and current and former directors, officers, managers, members, shareholders, partners, employees, representatives, and attorneys (the "Phoenix Releasers") hereby release MYDX and its predecessors, successors, parents, direct and indirect subsidiaries, affiliates, assigns, heirs, agents, transferees, and current and former directors, officers, managers, members, shareholders, partners, employees, representatives, and attorneys (collectively the "Released MYDX Parties"), from and against any and all actions, suits, judgments, claims, proofs of claim, demands, damages, attorneys' fees, causes of action, debts, liabilities or controversies of any kind whatsoever, whether at law or in equity, whether before a local, state or federal court or state or federal administrative agency or commission, or arbitration tribunal or administrator, and whether now known or unknown, matured or unmatured, liquidated or unliquidated, that Phoenix now has or may have had, or thereafter claims to have on behalf of itself, or any other person or entity, from the beginning of the world up through and including the date of this Agreement, including but not limited to the Backend Note, the Conversion Note or Prior Note.

Nothing contained in this release shall prevent the Parties from asserting or pursuing any claim to enforce the terms of this Agreement.

**5. Return of Reserve Shares to MYDX Treasury.**

All shares of MYDX that are held by the transfer agent shall immediately be returned by the transfer agent to treasury and Phoenix will instruct the transfer agent of its consent to same.

**6. Miscellaneous Terms and Conditions.**

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

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

c. Each Party acknowledges and agrees that MYDX is not required to take the Backend Note and that the Backend Note is terminated.

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

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

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



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

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

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

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

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

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

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

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

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

MYDX, INC.:

PHOENIX FUND MANAGEMENT, LLC:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SETTLEMENT AGREEMENT AND MUTUAL RELEASES**

This Settlement Agreement (this "Agreement") is made as of this 10th day of March, 2017 (the "Effective Date"), by and between MyDX, Inc. ("MYDX") and Bright Light Marketing, Inc. ("BLM"). The forgoing are hereinafter referred to jointly as the "Parties" and make this Agreement in reference to the following:

**WHEREAS**, MYDX has entered into various agreements and documents with Bright Light Marketing, Inc. who have provided services in connection with such agreements as well as related services to MYDX;

**WHEREAS**, MYDX has disputed the nature and value of services of BLM, has asserted claims against BLM but has agreed not to initiate litigation.

**WHEREAS**, MYDX has claimed that it is owed money by BLM in connection with the claims and BLM disputes the claims and asserts that it has defenses to such claims.; and

**WHEREAS**, the Parties wish to settle, resolve and compromise all claims, disputes or other issues that may exist between them without admission of liability or litigation of the claims and defenses.

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

**1. Settlement Amount.**

- a. The Parties agree that in full and final satisfaction of any and all claims, disputes or issues that exist between.
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(i) BLM shall pay or cause to be paid to MYDX the total aggregate sum of \$217,500 in the following installments: \$100,000 paid within 30 business days upon mutual execution of the agreement and the remaining balance to be paid and received by MYDX in equal installments of \$10,000 per month due on the 1st of each month, starting on April 1, 2017 and continuing for the next 11 months, with the final payment being \$7,500 due on March 1, 2018.

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

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

**4. Releases and Indemnity**

a. Upon effectuation of the matters set forth in Section 1 above, including payment of all amounts due under this agreement, MYDX and its predecessors, successors, parents, direct and indirect subsidiaries, affiliates, assigns, heirs, agents, transferees, and current and former directors, officers, managers, members, shareholders, partners, employees, representatives, and attorneys (the "MYDX Releasers") hereby release BLM and their predecessors, successors, parents, direct and indirect subsidiaries, affiliates, assigns, heirs, agents, transferees and current and former directors, officers, managers, members, shareholders, partners, employees, representatives, and attorneys (collectively the "Released BLM Parties"), from and against any and all actions, suits, judgments, claims, proofs of claim, demands, damages, attorneys' fees, causes of action, debts, liabilities, or controversies of any kind whatsoever, whether at law or in equity, whether before a local, state or federal court or state or federal administrative agency or commission, or arbitration administrator, and whether now known or unknown, matured or unmatured, liquidated or unliquidated, that MYDX now has or may have had, or thereafter claims to have on behalf of itself, or any other person or entity, from the beginning of the world up through and including the date of this Agreement.

b. Upon effectuation of the matters set forth in Section 1 above the BLM Released Parties and their predecessors, successor, parents, direct and indirect subsidiaries, affiliates, assigns, heirs, agents, transferees, and current and former directors, officers, managers, members, shareholders, partners, employees, representatives, and attorneys (the "BLM Releasers") hereby release MYDX and its predecessors, successors, parents, direct and indirect subsidiaries, affiliates, assigns, heirs, agents, transferees, and current and former directors, officers, managers, members, shareholders, partners, employees, representatives, and attorneys (collectively the "Released MYDX Parties"), from and against any and all actions, suits, judgments, claims, proofs of claim, demands, damages, attorneys' fees, causes of action, debts, liabilities or controversies of any kind whatsoever, whether at law or in equity, whether before a local, state or federal court or state or federal administrative agency or commission, or arbitration tribunal or administrator, and whether now known or unknown, matured or unmatured, liquidated or unliquidated, that the BLM Releasers now have or may have had, or thereafter claims to have on behalf of itself, or any other person or entity, from the beginning of the world up through and including the date of this Agreement.

c. BLM shall indemnify, hold, save harmless MYDX, its agents and principals, and the successors and assigns of MYDX and legal representatives of the MYDX (collectively or singularly, the "Indemnified Party") to the fullest extent permitted by applicable law from and against any and all expenses including but not limited to all costs, charges, damages, awards, settlements, liabilities, fines, penalties, statutory obligations, professional fees and retainers and other expenses of whatever nature or kind sustained or incurred by the Indemnified Party with respect of any civil, criminal, administrative, investigative claim, demand, suit, proceeding, inquiry, hearing, discovery or investigation of whatever nature or kind, to which the Indemnified Party is threatened or made a party by reason of any financing transactions which were brokered by or introduced to the company by BLM (the "Indemnification Claims");

d. Nothing contained in this release or agreement shall prevent the Parties from asserting or pursuing any claim to enforce the terms of this Agreement.

**6. Miscellaneous Terms and Conditions.**

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

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

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

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

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

g. This Agreement shall be governed by and construed in accordance with laws of the State of California, without regard to its choice of law rules.

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

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

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

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

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

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

**7 . Default/Confession of Judgment.** In the event that BLM defaults in connection with this settlement, then MYDX shall provide written notice by email and US Mail of the event of default. BLM shall have ten (10) days from the transmission of the forgoing notice of default to cure such default. If the default is not timely cured, with time being of the essence on all time frames set forth in this agreement, then the forgoing releases in favor of BLM shall be void and of no effect, all sums shall be immediately due and owing, and, further, BLM, jointly and severally, authorize the Prothonotary or any Clerk of Court or any Attorney, as applicable pursuant to the law of the jurisdiction in which relief is sought, to appear for, enter and confess an executable final money judgment jointly and severally against BLM, in the remaining amount due plus interest of 8% or such amount of the settlement which remains due and owing. Judgment may be confessed in any jurisdiction permitted by law, and having personal and subject matter jurisdiction over the parties and the matters set forth herein.

On or before twenty (20) days following execution of this agreement BLM shall deliver an executed and verified (under oath by both debtors) confession of judgment accompanied by an independent attorney's declaration to be entered in California and pursuant to California law. MYDX shall hold the confession of judgment and shall have the irrevocable power to record and enter such judgment upon an uncured default as set forth in this agreement. MYDX shall return the confession of judgment to BLM upon satisfaction of the payments under this agreement.

Failure to comply with the execution and delivery of the forgoing confession of judgment shall be a material breach and default of this agreement.

Notice of Default shall be provided by email to [brightlightmarketing@gmail.com](mailto:brightlightmarketing@gmail.com).

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



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

MYDX, INC.:

By: /s/ Daniel Yazbeck  
Name: Daniel Yazbeck  
Title: CEO

Date: March 10, 2017

Bright Light Marketing, Inc.

By: /s/ Meriah Silva  
Name: Meriah Silva  
Title: CFO

Date: March \_\_, 2017

**SETTLEMENT AGREEMENT AND MUTUAL RELEASES**

This Settlement Agreement (this "Agreement") is made as of this 14th day of March, 2017 (the "Effective Date"), by and between MyDX, Inc. ("MYDX") and Vista Capital Investments, LLC ("Vista"). MYDX and Vista are hereinafter referred to jointly as the "Parties" and make this Agreement in reference to the following:

**WHEREAS**, MYDX executed a Convertible Promissory Note dated May 24, 2016 in favor of Vista (the "Convertible Note");

**WHEREAS**, Vista has claimed that it is still entitled to certain payments under the Convertible Note and the Prior Note and MYDX denies that Vista is entitled to the full amount of such payments. There is a present dispute regarding the total amount remaining owed on the Note;

**WHEREAS**, Vista has submitted a conversion request on March 13, 2017 for the issuance of 68,437,500 shares, and;

**WHEREAS**, the Parties wish to settle, resolve and compromise all claims, disputes or other issues that may exist between them.

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

**1. Settlement Amount.**

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

(i) Vista shall be entitled to the issuance of 35,000,000 shares in full satisfaction of its conversion request and any remaining amounts due to Vista, no further issuance of any MYDX shares or other instruments of any kind shall be due to Vista and Vista shall immediately instruct the transfer agent, Nevada Agency and Transfer Company, of same and that, with the exception of the issuance of 35,000,000 shares pursuant to this agreement, all outstanding conversions notices are void and of no further effect and no further reserve shall be maintained;

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(ii) Neither Vista nor MYDX shall be entitled to any additional cash or other payment from each other of any kind.

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

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

4. **Releases.**

a. Upon effectuation of the matters set forth in Section 1 above, the return of the MYDX shares to treasury as set forth in Section 5 below, the Note marked as "Paid in Full", MYDX and its predecessors, successors, parents, direct and indirect subsidiaries, affiliates, assigns, heirs, agents, transferees, and current and former directors, officers, managers, members, shareholders, partners, employees, representatives, and attorneys (the "MYDX Releasers") hereby release Vista and its predecessors, successors, parents, direct and indirect subsidiaries, affiliates, assigns, heirs, agents, transferees and current and former directors, officers, managers, members, shareholders, partners, employees, representatives, and attorneys (collectively the "Released Vista Parties"), from and against any and all actions, suits, judgments, claims, proofs of claim, demands, damages, attorneys' fees, causes of action, debts, liabilities, or controversies of any kind whatsoever, whether at law or in equity, whether before a local, state or federal court or state or federal administrative agency or commission, or arbitration administrator, and whether now known or unknown, matured or unmatured, liquidated or unliquidated, that MYDX now has or may have had, or thereafter claims to have on behalf of itself, or any other person or entity, from the beginning of the world up through and including the date of this Agreement, including based on the Note.

b. Upon effectuation of the matters set forth in Section 1 above and the receipt of the MYDX shares set forth in Section 1, Vista and its predecessors, successor, parents, direct and indirect subsidiaries, affiliates, assigns, heirs, agents, transferees, and current and former directors, officers, managers, members, shareholders, partners, employees, representatives, and attorneys (the "Vista Releasers") hereby release MYDX and its predecessors, successors, parents, direct and indirect subsidiaries, affiliates, assigns, heirs, agents, transferees, and current and former directors, officers, managers, members, shareholders, partners, employees, representatives, and attorneys (collectively the "Released MYDX Parties"), from and against any and all actions, suits, judgments, claims, proofs of claim, demands, damages, attorneys' fees, causes of action, debts, liabilities or controversies of any kind whatsoever, whether at law or in equity, whether before a local, state or federal court or state or federal administrative agency or commission, or arbitration tribunal or administrator, and whether now known or unknown, matured or unmatured, liquidated or unliquidated, that Vista now has or may have had, or thereafter claims to have on behalf of itself, or any other person or entity, from the beginning of the world up through and including the date of this Agreement, including but not limited to the Note.

Nothing contained in this release shall prevent the Parties from asserting or pursuing any claim to enforce the terms of this Agreement.

**5. Return of Reserve Shares to MYDX Treasury.**

All remaining shares of MYDX that are held by the transfer agent after disbursement of the 35,000,000 shares shall immediately be returned by the transfer agent to treasury, and Vista consents to same and will take any steps required by the transfer agent to advise the transfer agent of such consent. No further reserve of shares for Vista shall be maintained.

**6. Miscellaneous Terms and Conditions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MYDX, INC.:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

VISTA CAPITAL INVESTMENTS, LLC :

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_