

CONSULTING AGREEMENT

THIS AGREEMENT is made BETWEEN:

Cloud Diagnostics Canada, ULC., a corporation incorporated under the laws of British Columbia and having its head office at 72 Victoria Street South, Kitchener ON N2G 4Y9

(Hereinafter referred to as the “Corporation”) **OF THE FIRST PART,**

— **AND —**

FlipFund Inc. (Ontario Corporation 967955-3), a corporation under the Laws of the Province of Ontario and having its head office at 7 Margrath Place, Toronto, Ontario, M9C 4L1.

(Hereinafter referred to as the “Consultant”) **OF THE SECOND PART.**

WHEREAS the Corporation carries on business as digital healthcare provider that utilizes remote patient monitoring hardware, software, and recurring revenue services in a reimbursable transaction model that targets global healthcare providers.

AND WHEREAS the Corporation wishes to raise investor awareness and attract investment in their interests;

AND WHEREAS the Corporation is desirous of retaining the Consultant to provide consulting services in connection with the business of the Corporation;

AND WHEREAS the Consultant is desirous of providing such services to the Corporation, on the terms and subject to the conditions herein set out;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein, it is agreed as follows:

ARTICLE ONE – CONSULTING SERVICES

1.1 Retainer. The Corporation hereby agrees to retain the Consultant to provide the Corporation with consulting services consisting of Investor Relations and Corporate Communications as laid out below.

The Consultant will:

1. Provide an outreach program targeting Investment Advisors, Money Managers, and Individual Accredited Investors to achieve market awareness, shareholder distribution and develop future investors.
2. Manage incoming investor calls and queries from all digital media.
3. Maintain investor database.
4. Develop IR Content including input for websites, press releases, power point, fact sheets and any other related investor related content as required.

1.2 Term of Agreement. This agreement shall commence from January 25, 2021 and shall be cancellable by either party given 30 days notice.

1.3 Board Policy and Instructions. The Consultant covenants with the Corporation that it will act in accordance with any policy of and carry out all reasonable instructions of the board of directors of the Corporation. The Consultant acknowledges that such policies and instructions may limit, restrict, or remove any power or discretion, which might otherwise have been exercised by the Consultant.

1.4 Remuneration.

The Corporation shall pay the Consultant as follows:

- A fee of CAD\$6000 per month to be paid on the monthly anniversary of the start date of January 25, 2021.
- Common Share Options – contingent upon meeting mutually agreeable milestones in the Company's investor relations program, up to 70,000 warrants of Cloud DX Inc. exercisable at \$0.65 for a period of 24 months following the satisfaction of the Escrow Release Conditions as stated in the Subscription Agreement.

ARTICLE TWO – CONFIDENTIALITY

2.1 Confidential Information. The Consultant covenants and agrees that it shall not disclose to anyone any confidential information with respect to the business or affairs of the Corporation other than with the consent of the Corporation.

2.2 Return of Property. Upon expiry or termination of this agreement, the Consultant shall return to the Corporation any property, documentation or confidential information which is the property of the Corporation and in the possession of the Consultant.

2.3 Promotion of Corporation's Interests. The Consultant shall and will faithfully serve and use its best efforts to promote the interests of the Corporation, shall not use any information it may acquire with respect to the business and affairs of the Corporation for its own purposes or for any purposes other than those of the Corporation or its affiliates.

ARTICLE THREE – CAPACITY

3.1 Capacity of Consultant. It is acknowledged by the parties hereto that the Consultant is being retained by the Corporation in the capacity of independent contractor and not as an employee of the Corporation. The Consultant and the Corporation acknowledge and agree that this agreement does not create a partnership or joint venture between them.

3.2 Indemnification. The Consultant shall retain suitable and adequate insurance including but not restricted to statutory Workers Compensation and shall indemnify and hold the Corporation harmless for all claims attributable to the Consultant.

3.3 Management Information. The Consultant shall receive regular reports from management of the Corporation to ensure that the Consultant is fully informed regarding the operations of the Corporation and that the Consultant's information needs are presented to the management of the Corporation.

ARTICLE FOUR – GENERAL CONTRACT PROVISIONS

4.1 Notices. If notices, requests, demands or other communications (collectively, "Notices") by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or facsimile transmission to such other party as follows:

To the Corporation at:

Cloud Dx Inc.
834 - 20 Jay Street
Brooklyn,
NY 11201, USA

To the Consultant at

FIIPFUND INC
7 Margrath Place,
Toronto, Ontario,
M9C 4L1

Or at such other address or facsimile number as may be given by such person to the other parties hereto in writing from time to time. Any Notice will, unless delivered personally to the addressee or to a responsible officer of the addressee, as applicable, will be given by facsimile and will be deemed to have been given when: (i) in the case of a notice delivered personally to the addressee or a responsible officer of the addressee, when so delivered; and (ii) in the case of a notice delivered or given by facsimile, on the first business day following the day on which it is sent.

4.2 Additional Conditions. The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed, and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this agreement and every part thereof.

4.3 Counterparts. This agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

4.4 Time of the Essence. Time shall be of the essence of this agreement and of every part hereof and no extension or variation of this agreement shall operate as a waiver of this provision.

4.5 Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to all the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and not made a part hereof. This agreement may not be amended or modified in any respect except by written instrument signed by all the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of this agreement.

4.6 Inurement. This agreement shall ensure to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.

4.7 Assignment. This agreement is personal to the Consultant and may not be assigned by the Consultant without the prior consent of the Corporation.

4.8 Currency. Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.

4.9 Headings for Convenience Only. The division of this agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this agreement.

4.10 Governing Law. The agreement will be governed by and construed in accordance with the laws of the Provinces of Ontario and the federal laws of Canada applicable therein.

4.11 Gender. In this agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.

4.12 Calculation of Time. When calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a business day, then the time period in question shall end on the first business day following such non-business day.

4.13 Legislation References. Any references in this agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body

shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

4.14 Severability. If any Article, Section or any portion of any Section of this agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this agreement.

4.15 Transmission by Facsimile. The parties hereto agree that this agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertake to provide each and every other party hereto with a copy of the agreement bearing original signatures forthwith upon demand.

4.16 Sole Agreement. This agreement is the only agreement between the parties.

IN WITNESS WHEREOF the parties have duly executed this Consulting Agreement as of the 20th day of January 2021.

4.5

FlipFund Inc. GST/HST #: 778037697 RT0001

By: (signed) "Jay J. Bedard"

Name: Jay J. Bedard
President

Cloud DX Inc. _____

By: (signed) "Robert Kaul"

Name: Robert Kaul
CEO