

## AMENDMENT TO UNDERWRITING AGREEMENT

May 28, 2020

CloudMD Software & Services Inc.  
810-789 West Pender Street  
Vancouver, BC V6C 1H2

**Attention: Dr. Essam Hamza MD**  
**Chief Executive Officer**

Dear Mesdames/Sirs:

Reference is made to the underwriting agreement dated May 19, 2020 (the "**Underwriting Agreement**") between CloudMD Software & Services Inc. (the "**Company**"), Canaccord Genuity Corp. and Beacon Securities Limited as co-lead underwriters and joint bookrunners, Echelon Wealth Partners Inc. and Paradigm Capital Inc. (collectively, the "**Underwriters**" and each individually, an "**Underwriter**") pursuant to which the Company agreed to engage the Underwriters in connection with the proposed public offering (the "**Offering**") of 18,572,000 units of the Company (the "**Units**"), each Unit to consist of one common share of the Company (an "**Offered Share**") and one-half of one common share purchase warrant (each whole warrant, a "**Warrant**"), at a price per Unit of \$0.70 (the "**Offering Price**"), for gross proceeds of \$13,000,400 subject to the terms and conditions in the Underwriting Agreement.

The Company also granted to the Underwriters an over-allotment option (the "**Over-Allotment Option**"), exercisable in whole or in part at any time and from time to time within 30 days of the closing date of the Offering, to purchase up to an additional 2,785,800 Units (the "**Additional Units**") at the Offering Price. Each Additional Unit shall consist of one Common Share (each, an "**Additional Offered Share**") and one-half of one Common Share purchase warrant (each whole warrant, an "**Additional Warrant**"). Each whole Additional Warrant will entitle the holder thereof, on exercise, to purchase one Common Share (each, an "**Additional Warrant Share**") at a price of \$1.00 per Common Share at any time until 5:00 p.m. (Vancouver time) on the date that is 24 months from the Closing Date. The Over-Allotment Option may be exercised by the Underwriters to acquire either (i) Additional Units at the Offering Price; (ii) Additional Offered Shares at a price of \$0.675 per Additional Offered Share; (iii) Additional Warrants at a price of \$0.05 per Additional Warrant; or (iv) any combination of Additional Units, Additional Offered Shares and Additional Warrants, so long as the aggregate number of Additional Offered Shares and Additional Warrants which may be issued under the Over-Allotment Option does not exceed 2,785,800 Additional Offered Shares and 1,392,900 Additional Warrants, for additional gross proceeds of up to \$1,950,060 upon the terms and conditions set forth in the Underwriting Agreement for the purpose of covering over-allotments made in connection with the Offering and for market stabilization purposes.

Now therefore, in exchange of good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged by each of the parties hereto, the parties hereby agree as follows:

1. Listing of Warrants. Section 5(1)(d) of the Underwriting Agreement is hereby deleted in its entirety and replaced with the following:

"prior to the filing of the Final Prospectus with the Securities Commissions, a copy of materials filed with the CSE to obtain conditional approval for the listing and posting for trading on the CSE of the Offered Shares, the Additional Offered Shares, the Warrants, the Warrant Shares issuable on exercise of the Warrants, the

Additional Warrant Shares issuable on exercise of the Additional Warrants and the Broker Warrant Shares issuable on exercise of the Broker Warrants (collectively, the "Listed Securities") subject only to satisfaction by the Corporation of the customary conditions that may be satisfied post-closing as specified by the CSE."

2. Defined Terms. Capitalized terms used but not defined in this amendment agreement shall have the meanings ascribed to them in the Underwriting Agreement, as amended by this amendment agreement.
3. Miscellaneous. (a) Time is of the essence of this amendment agreement; (b) the rights of a party hereunder will not be assignable without the prior written consent of the other party; (c) no modification or amendment to this amendment agreement may be made unless agreed to by the parties hereto in writing; (d) this amendment agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein; (e) other than with respect to the Underwriting Agreement, which shall remain unamended in all respects except as amended by this amendment agreement, this amendment agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, understandings, representations and warranties, negotiations and discussions, whether oral or written, and course of conduct and dealings between the parties relating to the subject matter of this amendment agreement; and (f) this amendment agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this amendment agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

*[Signature page follows.]*

Yours very truly,

**CANACCORD GENUITY CORP.**

*(signed) "Jamie Brown"*  
\_\_\_\_\_  
Name: Jamie Brown  
Title: Vice Chairman, Managing Director,  
Investment Banking

**BEACON SECURITIES LIMITED**

*(signed) "Justin Gilman"*  
\_\_\_\_\_  
Name: Justin Gilman  
Title: Vice President, Investment Banking

**PARADIGM CAPITAL INC.**

*(signed) "Barry Richards"*  
\_\_\_\_\_  
Name: Barry Richards  
Title: Managing Director

**ECHELON WEALTH PARTNERS  
INC.**

*(signed) "Michael Lorimer"*  
\_\_\_\_\_  
Name: Michael Lorimer  
Title: Managing Director

The foregoing is hereby accepted and agreed to by the undersigned as of the date first written above.

**CLOUDMD SOFTWARE & SERVICES INC.**

By: *(signed) "Essam Hamza"*  
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Essam Hamza  
Chief Executive Officer