

June 2, 2020

TO: CHOOM HOLDINGS INC. (“Choom”)

Dear Sirs/Madams:

Re: Support and Voting Agreement

Background

I understand that you and Phivida Holdings Inc. (“**Phivida**”) wish to enter into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”) contemplating, among other things, the acquisition by Choom of 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**”).

Capitalized terms used in this letter agreement not otherwise defined herein shall have the respective meanings given to them in the Arrangement Agreement.

Representations, Warranties and Agreements

I am the beneficial owner of:

125,000 _____ common shares in the capital of Phivida (the “**Holder Shares**”); and

550,000 _____ Phivida Options (the “**Holder Options**”).

The Holder Shares and Holder Options are collectively referred to herein as the “**Subject Securities**”.

I hereby agree, in my capacity as securityholder and not in my capacity as an officer or director of Phivida, from the date hereof until the earlier of the date on which (i) the parties hereto agree in writing, (ii) the Arrangement Agreement is terminated in accordance with its terms, (iii) the Phivida Board enters into a definitive agreement in connection with the receipt of a Superior Proposal in compliance with Section 5.4 of the Arrangement Agreement, or (iv) the Choom Board enters into a definitive agreement in connection with the receipt of a Competing Transaction in compliance with Section 5.5 of the Arrangement Agreement:

- (a) to vote (or to cause to be voted) the Subject Securities and any other common shares (the “**Additional Shares**”) of Phivida that are directly or indirectly acquired by or issued to me after the date hereof, provided such Additional Shares are beneficially owned by me, or over which control or direction is exercised by me and such Additional Shares are entitled to be voted in respect of the Arrangement Resolution (including, without limitation any common shares issued upon the exercise of Holder Options), if any, (i) in favour of the approval of the Arrangement Resolution and any other matter necessary for the consummation of the transactions contemplated by the Arrangement Agreement;

and (ii) against 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;

- (b) if requested by you, acting reasonably, to deliver or to cause to be delivered to Choom duly executed proxies in your favour or in favour of Choom, such proxies instructing the holder thereof to vote in favour of the Arrangement Resolution;
- (c) not exercise 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;
- (d) except in my capacity as director or officer to the extent permitted by the Arrangement Agreement, not to take any action which is reasonably likely to in any manner impede, interfere with, delay, postpone, hinder, prevent or challenge the Arrangement;
- (e) except in my capacity as director or officer to the extent permitted by the Arrangement Agreement, not to, directly or indirectly, solicit, assist, initiate or knowingly encourage any inquiries or proposals regarding an Acquisition Proposal (as such term is defined in the Arrangement Agreement), or enter into or engage in any discussion, negotiation or inquiries relating to an Acquisition Proposal; and
- (f) not to, directly or indirectly, sell, transfer, pledge or assign or agree to sell, transfer, pledge or assign any of the Subject Securities or any interest therein, without your prior written consent.

I hereby represent and warrant that (a) I am the sole beneficial owner of the Subject Securities, with valid and marketable title thereto free and clear of any and all mortgages, liens, charges, security interests, adverse claims, pledges and encumbrances, (b) I have the sole right to vote all of the Subject Securities, and (c) the only securities of Phivida beneficially owned, directly or indirectly, by me on the date hereof are the Subject Securities.

You hereby represent and warrant that the execution and delivery of this letter agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Choom and is a valid and binding agreement, enforceable against Choom in accordance with its terms, and the performance by Choom of its obligations hereunder will not constitute a violation or breach of or default under, or conflict with (i) any agreement, contract, commitment, understanding or arrangement of any kind to which Choom will be a party and by which Choom will be bound at the time of such consummation, and (ii) to its knowledge, any applicable Laws.

I agree that the details of this letter agreement may be described in any press release, information circular or other communication prepared by Phivida or Choom in connection with the Arrangement and in any material change report prepared by Phivida or similar document prepared by Choom in connection with the execution and delivery of this letter agreement and I further agree to this letter agreement being made publicly available, including by filing on SEDAR, in accordance with applicable securities laws.

This letter agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

This letter agreement shall be binding upon you and I and upon our respective heirs, legal representatives, successors and permitted assigns (as applicable), provided that neither you nor I may assign, delegate or otherwise transfer any of our respective rights, interests or obligations under this letter agreement without the prior written consent of the other, except that you may assign, delegate or otherwise transfer any of your rights, interests or obligations under this letter to an affiliate, without reducing your obligations hereunder.

This letter agreement may be executed in any number of counterparts (including counterparts by facsimile or electronic mail) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this letter agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this letter where indicated below and returning the same to me, upon which this letter as so accepted shall constitute an agreement among us.

Yours truly,

(s) "Peter Simeon"

Name: **Peter Simeon**
(Please Print)

Accepted and agreed on this 2nd day of June, 2020.

CHOOM HOLDINGS INC.

Per: (s) "Corey Gillon"
Name: Corey Gillon
Title: Chief Executive Officer