KELVIN MEDICAL, INC.

FORM 10-Q
(Quarterly Report)

Filed 02/05/18 for the Period Ending 12/31/17

Address	10930 SKYRANCH PLACE
	NEVADA CITY, NV, 95959
Telephone	(530) 388-8706
CIK	0001679836
Symbol	KVMD
SIC Code	3841 - Surgical and Medical Instruments and Apparatus
Industry	Medical Equipment, Supplies & Distribution
Sector	Healthcare
Fiscal Year	06/30

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

Form 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended December 31, 2017

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

000-55856
Commission File Number

KELVIN MEDICAL, INC.
(Exact name of registrant as specified in its charter)

Nevada	81-2552488
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*
10930 Skyranch Place Nevada City, CA	95959
(Address of principal executive offices)	*(Zip Code)*

(530) 388-8706
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes [X] No [ ]

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes [X] No [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer [ ]	Accelerated filer [ ]
Non-accelerated filer [ ] (Do not check if a smaller reporting company)	Smaller reporting company [X]
	Emerging growth company [X]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. [ ]

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes [ ] No [X]

APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY
PROCEEDINGS DURING THE PRECEDING FIVE YEARS:

Indicate by check mark whether the registrant filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

Yes [ ] No [ ]

APPLICABLE ONLY TO CORPORATE ISSUERS

67,097,500 common shares outstanding as of January 25, 2018

(Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.)

KELVIN MEDICAL, INC.

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PART I – FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

The accompanying unaudited financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions for Form 10-Q and Article 210 8-03 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments considered necessary for a fair presentation have been included. All such adjustments are of a normal recurring nature. Operating results for the six months ended December 31, 2017, are not necessarily indicative of the results that may be expected for the year ending June 30, 2018. For further information, refer to the financial statements and footnotes thereto included in our company's Annual Report on Form 10-K as filed with the Securities and Exchange Commission on October 13, 2017.

REPORTED IN UNITED STATES DOLLARS

KELVIN MEDICAL, INC.
BALANCE SHEETS

	December 31, 2017 (Unaudited)	June 30, 2017
ASSETS		
Current assets		
Cash and cash equivalents	$ 85,100	$ 17,280
Other receivable	-	3,000
Prepaid expense	2,000	-
Total current assets	87,100	20,280
TOTAL ASSETS	$ 87,100	$ 20,280
LIABILITIES & STOCKHOLDERS' EQUITY (DEFICIT)		
Current liabilities		
Accounts payable	$ 5,335	$ 4,500
Accounts payable, related parties	26,039	19,039
Advances, related parties	9,434	5,309
Customer deposit	120	120
Liability for unissued shares	2,000	-
Total current liabilities	42,928	28,968
Total liabilities	42,928	28,968
Commitments and Contingencies		
Stockholders' equity (deficit)		
Common stock, $0.001 par value: shares authorized 100,000,000; 67,097,500 and 64,097,500 shares issued and outstanding as December 31, 2017 and June 30, 2017	67,098	64,098
Additional paid in capital	164,852	77,852
Retained deficit	(187,778)	(150,638)
Total stockholders' equity (deficit)	44,172	(8,688)
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY (DEFICIT)	$ 87,100	$ 20,280

The accompanying notes are an integral part of these unaudited financial statements.

KELVIN MEDICAL, INC.
STATEMENTS OF OPERATIONS
(unaudited)

	Three Months Ended		Six Months Ended	
	December 31, 2017	December 31, 2016	December 31, 2017	December 31, 2016
Net sales	$ -	$ -	$ -	$ -
Cost of goods sold	-	-	-	-
Gross profit	-	-	-	-
Operating expenses:				
Management fees	3,000	3,000	6,000	6,000
Patent license fees	1,750	1,750	3,500	3,500
Professional fees	11,000	-	24,500	-
General and administrative expenses	3,110	-	3,140	30
Total operating expenses	18,860	4,750	37,140	9,530
Loss from operations	(18,860)	(4,750)	(37,140)	(9,530)
Income (loss) before taxes	-	-	-	-
Provision for income tax expense	-	-	-	-
Net (loss)	$ (18,860)	$ (4,750)	$ (37,140)	$ (9,530)
Net (loss) per common shares (basic and diluted)	$ (0.00)	$ (0.00)	$ (0.00)	$ (0.00)
Weighted average shares outstanding - Basic and diluted	65,238,804	63,000,000	64,668,152	63,000,000

The accompanying notes are an integral part of these financial statements.

KELVIN MEDICAL, INC.
STATEMENTS OF CASH FLOWS
(unaudited)

	Six Months ended December 31, 2017	2016
Cash Flows from Operating Activities		
Net loss	$ (37,140)	$ (9,530)
Adjustments to reconcile net loss to net cash used in operating activities:		
Changes in operating assets and liabilities:		
Other receivable	3,000	(3,000)
Prepaid expense	(2,000)	-
Accounts payable	835	9,500
Accounts payable, related parties	7,000	-
Liability for unissued shares for services provided	2,000	-
Net cash used in operating activities	(26,305)	(3,030)
Cash Flows from Investing Activities		
Net cash provided from (used by) investing activities	-	-
Cash Flows from Financing Activities		
Proceeds from private placement	90,000	-
Advances, related parties	6,500	3,060
Repayments, related parties	(2,375)	-
Net cash provided from (used by) financing activities	94,125	3,060
Increase (decrease) in cash and cash equivalents	67,820	30
Cash and cash equivalents at beginning of period	17,280	1,076
Cash and cash equivalents at end of period	$ 85,100	$ 1,106
Supplemental Disclosures of Cash Flow Information:		
Cash paid (received) during year for:		
Interest	$ -	$ -
Income taxes	$ -	$ -

The accompanying notes are an integral part of these unaudited financial statements.

KELVIN MEDICAL, INC.
NOTES TO UNAUDITED FINANCIAL STATEMENTS
FOR THE SIX MONTHS ENDED DECEMBER 31, 2017

1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Activity: Kelvin Medical, Inc. (the "Company") was incorporated in the State of Nevada on May 5, 2016. We are a recently organized company that intends to engage in the sale of medical devices and medical related wearable technology. The Company was founded to market the product called Therm-N-Ice. Therm-N-Ice is a device that applies hot or cold externally to the body part upon which it has been placed. The use of hot and cold applied externally to a body part is found in medical and even non-medical publications. The Company suggests a simple solution that will reduce the burden of these tasks and allow people to remain mobile rather than pausing life activities. Our headquarters are located at 10930 Skyranch Place, Nevada City, California 95959.

To date, our activities have been limited to formation, the development of a business plan and initial operations. During the year ended June 30, 2017 we concluded a registration statement to offer up to 30,000,000 shares at $0.02 per share. We have successfully obtained a listing on the OTC Pink Markets under the symbol "KVMD", became DTC eligible on October 12, 2017 and started trading on Nov 28, 2017. Our offering was completed during the year and we are now exploring other sources of capital to fund our operations so that we can fully implement our business plan. In the current emerging growth phase, we anticipate we will continue to incur operating losses.

Financial Statement Presentation: The financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Fiscal year end: The Company has selected June 30 as its fiscal year end.

Use of Estimates: The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported therein. Due to the inherent uncertainty involved in making estimates, actual results reported in future periods may be based upon amounts that differ from these estimates.

Cash Equivalents: The Company considers all highly liquid investments with maturities of 90 days or less from the date of purchase to be cash equivalents.

Revenue recognition and related allowances: The Com pany will recognize revenue when persuasive evidence of an arrangement exists, services have been rendered, the sales price is fixed or dete rminable, and collectability is reasonably assured.

Accounts Receivable and Allowance for Doubtful Accounts: Accounts receivable are stated at the amount that management expects to collect from outstanding balances. Bad debts and allowances are provided based on historical experience and management's evaluation of outstanding accounts receivable. Management evaluates past due or delinquency of accounts receivable based on the open invoices aged on due date basis. The allowance for doubtful accounts at December 31, 2017 and June 30, 2017 is $Nil, respectively.

Inventories: Presently the Company has no inventory. We intend to maintain an inventory of Therm-N-Ice medical devices once our business plan is complete. Inventories will be measured at lower of cost and net realizable value after providing for obsolescence, if any. Cost of inventories includes cost of purchase, including manufacturing overheads and transportation to bring the devices to the distribution location.

Warranty: Products will be shipped to customers and retail locations from our warehouse facility. All products will be covered by a limited one-year warranty for defects and non-performance. Upon commencement of sales we will provide a provision for any obligations which may arise under our warranty policy which will be tested against actual warranty returns on an annual basis. Our products will carry a manufacturer's warranty for parts and assembly that will address defects in production or parts which will be recoverable from the original manufacturers in those circumstances.

1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Advertising and Marketing Costs: Advertising and marketing costs are expensed as incurred and were $Nil during the three and six months ended December 31, 2017 and 2016, respectively.

Income taxes: The Company has adopted ASC Topic 740, "Income Taxes". ASC Topic 740 requires the use of the asset and liability method of accounting for income taxes. Under the asset and liability method of ASC Topic 740, deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

Basic and Diluted Loss Per Share : In accordance with ASC Topic 280 – "Earnings Per Share", the basic loss per common share is computed by dividing net loss available to common stockholders by the weighted average number of common shares outstanding. Diluted loss per common share is computed similar to basic loss per common share except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potential common shares had been issued and if the additional common shares were dilutive. As at December 31, 2017 and June 30, 2017 there were no potential common shares.

New Accounting Pronouncements:

In August 2017, the FASB issued ASU 2017-12, *Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities* ("ASU 2017-12"). The objective of the ASU is to improve the financial reporting of hedging relationships in order to better portray the economic results of an entity's risk management activities in its financial statements and to make certain targeted improvements to simplify the application of hedge accounting guidance. ASU 2017-12 is effective for interim and annual reporting periods beginning after December 15, 2018, and early adoption is permitted. The Company is currently evaluating the impact of ASU 2017-12 on the Company's financial statements.

2. GOING CONCERN

The Company has experienced net losses to date, and it has not generated revenue from operations. The Company will need additional working capital to service debt and for ongoing operations, which raises substantial doubt about its ability to continue as a going concern. Management of the Company has developed a strategy to meet operational shortfalls which may include equity funding, short-term or long-term financing or debt financing, to enable the Company to reach profitable operations. If the Company fails to generate positive cash flow or obtain additional financing, when required, it may have to modify, delay, or abandon some or all of its business and expansion plans.

The financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts, or amount and classification of liabilities that might cause results from this uncertainty.

3. PATENT LICENSE AGREEMENT

On May 10, 2016, the Company entered into a patent license agreement with Oasis Medical Solutions, a sole proprietorship controlled by our board of directors and organized in the State of California ("Licensor") under which the Licensor desires to grant and the Company desires to accept an exclusive license of the Patent for the building of, and use of, machines incorporating the Patent's technology under certain terms and conditions. Both of the parties agree that the ownership of the Patent and the goodwill relating thereto, and any associated improvements, whether developed by the Company, or both parties jointly, shall remain vested in Licensor both during the term of the agreement and thereafter, and the Company further agrees never to challenge, contest or question the validity of the Licensor's ownership of the Patent or any associated registrations therewith.

3. PATENT LICENSE AGREEMENT (cont'd)

As consideration for the exclusive license granted, the Company shall pay to Licensor the following fees:

(a) An ongoing maintenance fee of $500 per month plus an additional annual fee of $1,000;

(b) Royalty fees of 6% per machine sold or leased under this license, payable within thirty (30) days of agreement reached with the customer/lessee. Payments can be grouped on a monthly occurring basis;

(c) This license shall be considered null and void if production is not obtained within a 5-year period of the date stated above and the license, and all rights thereunder, will return to the Licensor.

The term of the license agreement shall be for 15 years, but will not extend beyond the full term of the patent. The patent will expire on June 19, 2034. Within a year from the end of the patent term, parties may negotiate an ongoing arrangement.

During the three and six months ended December 31, 2017, the Company incurred $1,750 and $3,500, respectively, in license fees (December 31, 2016 - $1,750 and $3,500).

4. CONSULTING AGREEMENT

(a) On June 1, 2016, the Company entered into a consulting agreement with a consultant who is in the business of assisting private companies in the process of going public and getting listed on the OTC Pink through the Form S-1 Registration. Under the terms of the consulting agreement, the Consultant shall provide certain services with respect to the Form S-1 Registration Statement, from commencement and preparation of the Form S-1 to receipt of Notice of Effectiveness, retention and payment of the required legal and accounting professionals, and thereafter to work with a market maker to provide a completed and accepted Form 15c2-11 with FINRA, , a trading symbol and listing on OTC Pink. As compensation under the consulting agreement S-1 Services LLC, the consultant, received 3,000,000 shares of the Company's common stock at $0.02 per share for a value of $60,000.

The $60,000 in costs relating to such Registration Statement was expensed during the fiscal year ended June 30, 2017 as the offering was not deemed successful. Further, a balance of $3,000 as of June 30, 2017 is included on the balance sheet as "Other receivable", in respect to amounts advanced to service providers by the Company which are required to be reimbursed by the Consultant under this agreement. As of December 31, 2017, the balance of other receivable is $nil as the receivable had been collected.

(b) On October 23, 2017, the Company entered into a one-year agreement with a consultant for advice regarding certain legal, corporate and business operations, and more specifically with regard to public filings and compliance with regard to the Company. The consultant is to be compensated in the amount of Two Thousand Dollars ($2,000) per month, commencing November 1, 2017, including review of Form 10-K Annual Reports, Form 10-Q Quarterly Reports, Preparation of Form 8-K's, preparation of Board Resolutions and review of contractual agreements.

During the six months ended December 31, 2017, the Company paid $4,000 in cash, under the agreement, ($2,000 of which is a prepaid expense as of December 31, 2017 on the accompanying balance sheets and $2,000 was settled with 100,000 shares which are not issued as at the report date.

5. CUSTOMER DEPOSITS

As of December 31, 2017 and June 30, 2017 the Company has received a customer deposit of $120 in respect to the sale of three units of the Therm-N-Ice arm band. The deposit represents a one-third deposit for each of the three units ordered.

6. COMMON STOCK

During the six months ended December 31, 2017, the Company received proceeds totaling $90,000 in respect to a subscription for 3,000,000 restricted common shares at $0.03 per share.

During the fiscal year ended June 30, 2017, the Company received proceeds totaling $21,950 from various parties subscribing for a total of 1,097,500 shares at $0.02 per share under our Form S-1 registration statement.

As at December 31, 2017 and June 30, 2017 there were a total of 67,097,500 and 64,097,500 shares issued and outstanding respectively.

7. RELATED PARTY TRANSACTIONS

a. Management and other services:

Mr. William Mandel

On May 15, 2016, the Company entered into a twelve-month agreement for management services with Mr. William Mandel, our President, Secretary, Treasurer and member of the Board of Directors. Under the terms of the agreement the Company issued 30,000,000 shares as a bonus to Mr. William Mandel valued at $30,000 or par value, and shall pay $1,000 monthly in cash consideration. The contract was extended for a further six month term on expiry. There has been $6,000 (December 31, 2016- $6,000) accrued and recorded as Accounts Payable, Related party, in relation to services rendered for the six months ended December 31, 2017 by Mr. Mandel. A total of $20,000 (as of June 30, 2017 - $14,000) remains payable at December 31, 2017. On November 15, 2017 the Company and Mr. Mandel entered into a new 12 month consulting agreement. Under the terms of the agreement Mr. Mandel shall receive $1,000 monthly as consideration until January 30, 2018, at which point in time the monthly consideration shall be increased to $2,000 monthly.

Dr. Margaret Austin

On November 15, 2017 the Company and Dr. Margaret Austin entered into a twelve month agreement for services whereunder Dr. Austin will continue to serve as the Company's Chairman of the Board. Commencing January 1, 2018, Dr. Austin shall receive monthly consideration of $1,000 for her services.

b. Advances

During the six months ended December 31, 2017 Oasis Medical Solutions, a sole proprietorship controlled by our board of directors, advanced a total of $6,500 (2016 - $3,060). During the six months ended December 31, 2017, the Company paid $2,375 to reduce the advances payable. As at December 31, 2017 a total of $9,434 remained due and payable (June 30, 2017 - $5,309) to this related entity.

During fiscal 2017 an amount advanced in the prior fiscal year totaling $456 by Kelvin Medical LLC, a company controlled by our board of directors, was assigned to Mr. William Mandel directly for repayment when Kelvin Medical LLC was dissolved. This amount is included in Accounts payable – related party on our balance sheets.

Advances received were used to provide working capital as required by the Company for ongoing operations.

c. License fees

The Company accrues patent license fees in respect to a patent license agreement with Oasis Medical Solutions (ref: Note 3 above). As at December 31, 2017 and June 30, 2017 a total $5,583 and $4,583 remained payable under the terms of this agreement, respectively. A total of $3,500 was incurred as new charges in the period ended December 31, 2017 (2016 - $3,500) and the Company paid a total of $2,500 to reduce the outstanding account (2016 - $nil).

8. INCOME TAXES

Deferred income taxes are determined using the liability method for the temporary differences between the financial reporting basis and income tax basis of the Company's assets and liabilities. Deferred income taxes are measured based on the tax rates expected to be in effect when the temporary differences are included in the Company's tax return. Deferred tax assets and liabilities are recognized based on anticipated future tax consequences attributable to differences between financial statement carrying amounts of assets and liabilities and their respective tax bases.

8. INCOME TAXES (cont'd)

Operating loss carry-forwards generated during the period from May 5, 2016 (date of inception) through December 31, 2017 of approximately $168,000, will begin to expire in 2036.

On December 22, 2017, the 2017 Tax Cuts and Jobs Act (the Tax Act) was enacted into law including a one-time mandatory transition tax on accumulated foreign earnings and a reduction of the corporate income tax rate to 21% effective January 1, 2018, among others. We are required to recognize the effect of the tax law changes in the period of enactment, such as determining the transition tax, remeasuring our U.S. deferred tax assets and liabilities as well as reassessing the net realizability of our deferred tax assets and liabilities. The Company does not have any foreign earnings and therefore, we do not anticipate the impact of a transition tax. We have remeasured our U.S. deferred tax assets at a statutory income tax rate of 21%. Since the Tax Act was passed late in the fourth quarter of 2017, and ongoing guidance and accounting interpretation are expected over the next 12 months, we consider the accounting of any transition tax, deferred tax re-measurements, and other items to be incomplete due to the forthcoming guidance and our ongoing analysis of final year-end data and tax positions. We expect to complete our analysis within the measurement period in accordance with SAB 118, and no later than fiscal year end June 30, 2018.

The Company had deferred income tax assets as of December 31, 2017 and June 30, 2017 as follows:

	December 31, 2017	June 30, 2017
Loss carry forwards	$ 39,433	$ 31,634
Less – accrued management fees	(4,200)	(2,940)
Less - valuation allowance	(35,233)	(28,694)
Total net deferred tax assets	$ -	$ -

Tax years from inception to fiscal year ended June 30, 2017 are filed and remain open for examination by the taxation authorities. The Company has no tax positions at June 30, 2017 and 2016 for which the ultimate deductibility is highly certain but for which there is uncertainty about the timing of such deductibility. The Company recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Company has no accruals for interest and penalties since inception.

9. SUBSEQUENT EVENTS

On January 1, 2018, the Company entered into a one-year agreement with a consultant for advice regarding certain investor relations. The Consultant is to be compensated in the amount of One Thousand Dollars ($1,000) per month, commencing January 1, 2018, along with the issuance of 100,000 shares of Kelvin's Common Stock. At the date of this report, those shares have not yet been issued.

On January 22, 2018, the Company entered into an Equity Purchase Agreement ("EPA"), and Registrations Rights Agreement with a Third Party, Phenix Ventures, LLC, wherein, Phenix Ventures has committed to purchasing 10,000,000 shares of the Company's Common Stock. Phenix will not hold any more than 9.99% of the issued and outstanding shares at any one time and funding will come by way of Put Notices as outlined in the EPA.

The Company is finalizing a Form S-1 Registration Statement that it will file with the Securities and Exchange Commission in order to register the 10,000,000 shares that Phenix will purchase under the Equity Purchase Agreement.

The Company has evaluated subsequent events from the balance sheet date through the date that the financial statements were issued and determined that there are no additional subsequent events to disclose.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FORWARD-LOOKING STATEMENTS

This quarterly report contains forward-looking statements relating to future events or our future financial performance. In some cases, you can identify forward-looking statements by terminology such as "may", "should", "intends", "expects", "plans", "anticipates", "believes", "estimates", "predicts", "potential", or "continue" or the negative of these terms or other comparable terminology. These statements are only predictions and involve known and unknown risks, uncertainties and other factors which may cause our or our industry's actual results, levels of activity or performance to be materially different from any future results, levels of activity or performance expressed or implied by these forward-looking statements.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity or performance. You should not place undue reliance on these statements, which speak only as of the date that they were made. These cautionary statements should be considered with any written or oral forward-looking statements that we may issue in the future. Except as required by applicable law, including the securities laws of the United States, we do not intend to update any of the forward-looking statements to conform these statements to actual results, later events or circumstances or to reflect the occurrence of unanticipated events.

In this report unless otherwise specified, all dollar amounts are expressed in United States dollars and all references to "common shares" refer to the common shares of our capital stock.

The management's discussion and analysis of our financial condition and results of operations are based upon our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

As used in this quarterly report, the terms "we", "us", "our", and "our company" means Kelvin Medical, Inc., unless otherwise indicated.

Corporate Information

The address of our principal executive office is 10930 Skyranch Place, Nevada City, CA 95959 . Our telephone number is (530) 388-8706.

Kelvin Medical, Inc. (the "Company") was incorporated in the State of Nevada on May 5, 2016. The Company, a recently organized company, is an early participant in medical device and telehealth wearables with a focus on the development of artificial intelligence driven physical therapeutic technologies.
The Company is developing solutions that empower consumers ranging from aging users seeking to live pain-free, to competitive athletes seeking to maximize their performance.

Our business model aims to provide medical device and telehealth wearables directly to consumers, either single purchase or on a reoccurring subscription basis, to medical clinics for use with patients, as well as license our full eco-system to physical therapy clinics, corporate wellness program administrators, and sports teams, both professional and youth groups.

Kelvin Medical's medical device and telehealth wearables platform has been devised to capture meaningful market share of both the consumer medical device market, as well as in the $30.5 billion global wearables market, along with the multi-billion-dollar physical therapy and corporate wellness industries.

The Company's medical device and telehealth platform of wearables and machine learning software, will enable consumer users, therapy clinics, and corporate wellness program administrators, to maximize results through real-time self- and distance- monitored activity and therapeutic treatments.

The Company was only recently incorporated in 2016; we have finalized our business plan, our marketing plan for our product is in place, and we are in the research and development phase of our business life-cycle. However, we have not commenced substantive operations, thus we believe that conducting this Offering will allow the Company added flexibility to raise capital in today's financial climate and carry out the objectives in our business plan. There can be no assurance that we will be successful in our attempt to sell 100% of the shares being registered hereunder; however, we believe that investors in today's markets demand more transparency and by our registering this Offering and becoming a reporting company, we will be able to capitalize on this fact. While we believe that our limited reporting requirements will satisfy most investors seeking transparency in any potential investment, we still caution that simply because we have a registration statement declared effective the Company will not become a "fully reporting" company, but rather, we will be only subject to the reporting requirements of Section 15(d) of the Securities Exchange Act of 1934. Accordingly, except during the year that our registration statement becomes effective, these reporting obligations may be automatically suspended under Section 15(d) if we have less than 300 shareholders at the beginning of our fiscal year and our required disclosure is less extensive than the disclosures required of "smaller reporting" companies. For example, we are not subject to disclose in our Form 10K risk factors, unresolved staff comments, or selected financial data, pursuant to Items 1A, 1B and 6, respectively. We have filed a Form 8-A12G with the Securities and Exchange Commission indicating our intention to remain a fully reporting company.
Since inception, our operations have consisted of formulating and finalizing our business plan, and escalating our research and development activities.

We successfully obtained a listing on the OTC Pink Markets under the symbol "KVMD", and have commenced trading of our shares. In the current emerging growth phase, we anticipate we will continue to incur operating losses.

Other than as set out herein, we have not been involved in any bankruptcy, receivership or similar proceedings, nor have we been a party to any material reclassification, merger, consolidation or purchase or sale of a significant amount of assets not in the ordinary course of our business.

Results of Operations

Three months ended December 31, 2017 and 2016

The following disclosures set forth certain items from our unaudited interim statements of operations for the three months ended December 31, 2017 and 2016:

We did not earn any income in the three months ended December 31, 2017 and 2016. We continue to incur administrative costs related to the execution of our business plan. Professional fees including legal fees, audit and accounting and Edgar filing fees totaled $11,000 during the three months ended December 31, 2017 and $nil in the same period ended December 31, 2016. The substantive increase in expenditures period over period is due to the fact that in the prior comparative period the Company had only recently filed its initial offering documents on Form S-1, the costs for which were included as a flat fee expensed in a subsequent period. In addition, during the three months ended December 31, 2017 we incurred patent license fees of $1,750, and management fees of $3,000, which costs were unchanged from the costs incurred in the prior comparative three month period in 2016. General and administrative costs were $3,110 and $Nil respectively in the three months ended December 31, 2017 and 2016.

Six months ended December 31, 2017 and 2016

The following disclosures set forth certain items from our unaudited interim statements of operations for the six months ended December 31, 2017 and 2016:

We did not earn any income in the six months ended December 31, 2017 and 2016. We continue to incur administrative costs related to the execution of our business plan. Professional fees including legal fees, audit and accounting and Edgar filing fees totaled $24,500 during the six months ended December 31, 2017 and $nil in the same period ended December 31, 2016. The substantive increase in expenditures period over period is due to the fact that in the prior comparative period the Company had only recently filed its initial offering documents on Form S-1, the costs for which were included as a flat fee expensed in a subsequent period. In addition, during the six months ended December 31, 2017 we incurred patent license fees of $3,500, and management fees of $6,000, which costs were unchanged from the costs incurred in the prior comparative six month period in 2016. General and administrative costs were $3,140 and $30 respectively in the six months ended December 31, 2017 and 2016.

Liquidity and Capital Resources

The following discussion of our financial condition and results of operations should be read in conjunction with our unaudited financial statements for the six months ended December 31, 2017 and audited financial statements for the year ended June 30, 2017, along with the accompanying notes.

Working Capital

	At December 31, 2017	At June 30, 2017
Current Assets	$ 87,100	$ 20,280
Current Liabilities	$ 42,928	$ 28,968
Working Capital (Deficit)	$ (44,172)	$ (8,688)

Current assets include cash on hand of $85,100 (June 30, 2017 – $17,280) and other receivables of $Nil (June 30, 2017 - $3,000), as well as $2,000 as prepaid legal fees (June 30, 2017 - $Nil). Current liabilities include accounts payable of $5,335 (June 30, 2017 - $4,500), accounts payable – related parties of $26,039 (June 30, 2017 - $19,039), advances from related parties of $9,434 (June 30, 2017 - $5,309), a liability for unissued shares of $2,000 ((June 30, 2017 - $Nil) and customer deposits of $120.

Cash Flows

	Six Months ended December 31, 2017	2016
Net cash (used) in operating activities	$ (26,305)	$ (3,030)
Net cash provided by financing activities	$ 94,125	$ 3,060
Net increase (decrease) in cash during period	$ 67,820	$ 30

During the six months ended December 31, 2017 the Company received proceeds from a private placement of 3,000,000 shares at $0.03 per share of $90,000 as well as net advances of $4,125 from a related party as compared to only $3,060 in advances from a related party in the prior comparative period.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that are material to stockholders.

Critical Accounting Policies and Estimates

The preparation of our financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. On an on-going basis, management evaluates its estimates and judgments which are based on historical experience and on various other factors that are believed to be reasonable under the circumstances. The results of their evaluation form the basis for making judgments about the carrying values of assets and liabilities. Actual results may differ from these estimates under different assumptions and circumstances. Our significant accounting policies are more fully discussed in the Notes to our unaudited Financial Statements, included herein (ref: Note 1).

Recent Accounting Pronouncements

In August 2017, the FASB issued ASU 2017-12, *Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities* ("ASU 2017-12"). The objective of the ASU is to improve the financial reporting of hedging relationships in order to better portray the economic results of an entity's risk management activities in its financial statements and to make certain targeted improvements to simplify the application of hedge accounting guidance. ASU 2017-12 is effective for interim and annual reporting periods beginning after December 15, 2018, and early adoption is permitted.

The Company has reviewed all other recently issued, but not yet effective, accounting pronouncements and does not believe the future adoption of any such pronouncements will have a material impact on its financial condition or the results of its operations.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

A smaller reporting company is not required to provide the information required by this Item.

ITEM 4. CONTROLS AND PROCEDURES

Management's Report on Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports filed under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including our president and chief financial officer (our principal executive officer, principal financial officer and principal accounting officer) to allow for timely decisions regarding required disclosure.

As of the end of the quarter covered by this report, we carried out an evaluation, under the supervision and with the participation of our president and chief financial officer (our principal executive officer, principal financial officer and principal accounting officer), of the effectiveness of the design and operation of our disclosure controls and procedures. Based on the foregoing, our president and chief financial officer (our principal executive officer, principal financial officer and principal accounting officer) concluded that our disclosure controls and procedures were not effective as of the end of the period covered by this quarterly report. Our company is in the process of adopting specific internal control mechanisms with our board and officers' collaboration to ensure effectiveness as we grow. We have engaged an outside consultant to assist in adopting new measures to improve upon our internal controls. Future controls, among other things, will include more checks and balances and communication strategies between the management and the board to ensure efficient and effective oversight over company activities as well as more stringent accounting policies to track and update our financial reporting.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the quarterly period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We know of no material, existing or pending legal proceedings against us, nor are we involved as a plaintiff in any material proceeding or pending litigation. There are no proceedings in which any of our directors, officers or affiliates, or any registered or beneficial shareholder, is an adverse party or has a material interest averse to our company.

ITEM 1A. RISK FACTORS

A smaller reporting company is not required to provide the information required by this Item.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not Applicable.

IT EM 5. OTHER INFORMATION

On January 22, 2018, the Company entered into an Equity Purchase Agreement ("EPA"), and Registrations Rights Agreement with a Third Party, Phenix Ventures, LLC, wherein, Phenix Ventures has committed to purchasing 10,000,000 shares of the Company's Common Stock. Phenix will not hold any more than 9.99% of the issued and outstanding shares at any one time and funding will come by way of Put Notices as outlined in the EPA.

The Company is finalizing a Form S-1 Registration Statement that it will file with the Securities and Exchange Commission in order to register the 10,000,000 shares that Phenix will purchase under the Equity Purchase Agreement.

ITEM 6. EXHIBITS

The following Exhibits are filed herewith:

Exhibit Number	Description
31.1	Certification of the Principal Executive Officer and Principal Financial Officer required by Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of the Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350).
10.1	November 15, 2017 Management Services Agreement with Mr. William Mandel
10.2	November 15, 2017 Chairman of the Board Agreement with Dr. Margaret Austin
10.3	January 1, 2018 Agreemeemt for Services with Consultant
10.4	Equity Purchase Agreement between the Company and Phenix Ventures, LLC
10.5	Registrations Rights Agreement between the Company and Phenix Ventures, LLC
101.INS	XBRL INSTANCE DOCUMENT
101.SCH	XBRL TAXONOMY EXTENSION SCHEMA
101.CAL	XBRL TAXONOMY EXTENSION CALCULATION LINKBASE
101.DEF	XBRL TAXONOMY EXTENSION DEFINITION LINKBASE
101.LAB	XBRL TAXONOMY EXTENSION LABEL LINKBASE
101.PRE	XBRL TAXONOMY EXTENSION PRESENTATION LINKBASE

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Kelvin Medical, Inc.

Date: February 5, 2018

By: */s/ William Mandel*

Name: William Mandel

Title: President, Chief Executive Officer, Chief Financial Officer, Secretary, Treasurer & Director

SEC Reference - 31.1

Certification Pursuant to pursuant to Rule 13a-14(a) or Rule 15d-14(a)
of the Securities Exchange Act of 1934, as amended

I, William Mandel , certify that:

1. I have reviewed this quarterly report on Form 10-Q of Kelvin Medical, Inc. (the "Company);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. As the registrant's certifying officer, I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15-d-15 (f) for the registrant and I have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under my supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the period covered by this report that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. As the registrant's certifying officer, I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 5, 2018

By: /s/William Mandel
Name: William Mandel
Title: Principal Executive Officer and Principal Financial Officer

SEC Reference 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Kelvin Medical, Inc., a Nevada corporation (the "Company"), on Form 10-Q for the six month period ended December 31, 2017, as filed with the Securities and Exchange Commission (the "Report"), I, William Mandel, Principal Executive Officer and Principal Financial Officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350), that to my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/William Mandel
William Mandel
Principal Executive Officer and Principal Financial Officer

Date: February 5, 2018

AGREEMENT FOR MANAGEMENT SERVICES

AGREEMENT FOR MANAGEMENT SERVICES ("Agreement"), entered into and effective as of Nov. 15, 2017 between Kelvin Medical Incorporated ("Company"), and William Mandel ("Manager").

1. Services, Duties and Acceptance

1.1 Company hereby engages the Manager for the Term (as defined in Section 2 hereof) to render services in an executive capacity to Company and to the subsidiaries of Company engaged in business with and in connection with the Company and to devote his best efforts to the affairs of the Company and to perform such duties as Manager as he shall reasonably be directed to perform by officers of the Company.

1.2 Manager hereby accepts such contract for services and agrees to render such services as described herein. During the term of his contract, Manager will not render any services for others that will, or potentially could, conflict with the business of the Company, nor will Manager conduct any business which could conflict with the business of the Company, nor will Manager render any services to any customer of the Company outside of the duties expressed herein.

1.3 Manager's duties includes some, but not all, of the following: Manager shall act as President of the Company and will oversee the day to day running of the Company, the managing of any hired Managers, the filing of public documents for the purpose of compliance with regard to running a public company, travel from time to time as is necessary, and any other duty required of Manager to insure that the Company runs smoothly.

2. Term of Agreement

2.1 The term of Manager's contract for services pursuant to this Agreement (the "Term") shall begin on Nov. 15, 2017, and shall be for a term of twelve months, which may be renewable for six months upon mutual agreement and is subject to the provisions of Article 4 of this Agreement providing for earlier termination of Manager's employment in certain circumstances.

3. Compensation

3.1 As compensation for all services rendered pursuant to this Agreement, Company shall issue Manager $1,000 monthly cash consideration until Jan 1, 2018. Beginning Jan 1, 2018 the cash consideration shall be increased to $2000 monthly cash consideration.

3.2 Company shall pay or reimburse Manager for all necessary and reasonable expenses incurred or paid by Manager in connection with the performance of services under this Agreement upon presentation of expense statements or vouchers or such other supporting information as it from time to time requests evidencing the nature of such expense, and, if appropriate, the payment thereof by Manager, and otherwise in accordance with Company procedures from time to time in effect. Manager shall request authorization from the Board for expenses over $500.00.

3.3 During the Term, Manager shall be entitled to participate in any group insurance, qualified pension, hospitalization, medical health and accident, disability, or similar plan or program of the Company now existing or hereafter established to the extent that he is eligible under the general provisions thereof. Notwithstanding anything herein to the contrary, however, Company shall have the right to amend or terminate any such plans or programs at its discretion.

4. Termination

4.1 Disability. If Manager shall be prevented from performing Manager's usual duties for a period of 3 consecutive months, or for shorter periods aggregating more than 4 months in any 12 month period by reason of physical or mental disability, total or partial, (herein referred to as "disability"), Company shall nevertheless continue to pay full salary up to and including the last day of the third consecutive month of disability, or the day on which the shorter periods of disability shall have equaled a total of 4 months, but Company may at any time or times on or after such last day (but before the termination of such disability), elect to terminate this Agreement upon written notice to Manager, effective on such 1st day, without further obligation or liability to Manager, except for any compensation accrued hereunder but not yet paid. If Company does not so elect, this Agreement shall remain in full force and effect.

4.2 Death. In the event of Manager's death during the Term, this Agreement shall automatically terminate, except that (a) Manager's estate shall be entitled to receive the compensation provided for hereunder to the last day of the month in which Manager's death occurs; and (b) such termination shall not affect any amounts payable as insurance or other death benefits under any plans or arrangements then in force or effect with respect to Manager.

4.3 Specified Cause. Company may at any time during the Term, by notice, terminate the employment of Manager for malfeasance, misfeasance, or nonfeasance in connection with the performance of Manager's duties, the cause to be specified in the notice of termination. Without limiting the generality of the foregoing, the following acts during the Term shall constitute grounds for termination of employment hereunder:

4.3.1 Any willful and intentional act having the effect of injuring the reputation, business, business relationships of Company or its affiliates;

4.3.2 Conviction of or entering a plea of nolo contendere to a charge of a felony or a misdemeanor involving moral turpitude;

4.3.3 Material breach of covenants contained in this Agreement; and

4.3.4 Repeated or continuous failure, neglect, or refusal to perform Manager's duties hereunder.

5. Protection of Confidential Information

5.1 In view of the fact that Manager's work as Manager of Company will bring Manager into close contact with many confidential affairs of the Company and its affiliates, including matters of a business nature, such as information about costs, profits, markets, sales, and any other information not readily available to the public, and plans for future developments, Manager agrees:

5.1.1 To keep secret all confidential matters of Company and its affiliates and not to disclose them to anyone outside of Company, either during or after Manager's employment with Company, except with Company's written consent; and

5.1.2 To deliver promptly to Company on termination of Manager's employment by Company, or at any time Company may so request, all memoranda, notes, records, reports, and other documents (and all copies thereof) relating to Company's and its affiliates' businesses which Manager may then possess or have under the Manager's control.

6. Ownership of Results of Services:

6.1 Company shall own, and Manager hereby transfers and assigns to it, all rights of every kind and character throughout the work, in perpetuity, in and to any material and/or ideas written, suggested, or submitted by Manager hereunder and all other results and proceeds of Manager's services hereunder, whether the same consists of literary, dramatic, mechanical or any other form of works, themes, ideas, creations, products, or compositions. Manager agrees to execute and deliver to Company such assignments or other instruments as Company may require from time to time to evidence its ownership of the results and proceeds of Manager's services.

7. Notices:

7.1 All notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by prepaid telegram, or mailed first-class, postage prepaid, as follows:

To Manager:
William Mandel
10930 Skyranch Place
Nevada City, CA 95959

To Company:
Kelvin Medical Inc.
P.O. Box 1925
Nevada City, CA 95959
or as such other address as either party may specify by written notice to the other as provided in this Section 7.1.

8. General

8.1 It is acknowledged that the rights of Company under this Agreement are of a special, unique, and intellectual character which gives them a peculiar value, and that a breach of any provision of this Agreement (particularly, but not limited to, the exclusivity provisions hereof and the provisions of Article 5 hereof), will cause Company irreparable injury and damage which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, without limiting any right or remedy which Company may have in the premises, Manager specifically agrees that Company shall be entitled to seek injunctive relief to enforce and protect its rights under this Agreement.

8.2 This Agreement sets forth the entire agreement and understanding of the parties hereto, and supersedes all prior agreements, arrangements, and understandings. Nothing herein contained shall be construed so as to require the commission of any act contrary to law and wherever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements. Without limiting the generality of the foregoing, in the event that any compensation or other monies payable hereunder shall be in excess of the amount permitted by any such statute, law, ordinance, or regulation, payment of the maximum amount allowed thereby shall constitute full compliance by Company with the payment requirements of this Agreement.

8.3 No representation, promise, or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, or inducement not so set forth. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

8.4 The provisions of this Agreement shall inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns. This Agreement, and Manager's rights and obligations hereunder, may not be assigned by Manager. Company may assign its rights, together with its obligations, hereunder in connection with any sale, transfer or other disposition of all or substantially all of its business and assets. Company may also assign this Agreement to any affiliate of Company; provided, however, that no such assignment shall (unless Manager shall so agree in writing) release Company of liability directly to Manager for the due performance of all of the terms, covenants, and conditions of this Agreement to be complied with and performed by Company. The term "affiliate", as used in this agreement, shall mean any corporation, firm, partnership, or other entity controlling, controlled by or under common control with Company. The term "control" (including "controlling", "controlled by", and "under common control with"), as used in the preceding sentence, shall be deemed to mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, firm, partnership, or other entity, whether through ownership of voting securities or by contract or otherwise.

8.5 This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived, only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

8.6 This Agreement shall be governed by and construed according to the laws of the State of Nevada applicable to agreements to be wholly performed therein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Kelvin Medical Inc.

/s/William Mandel

_____

By: William Mandel
Date: November 15, 2017

AGREEMENT TO SERVE AS CHAIRMAN OF THE BOARD

AGREEMENT TO SERVE AS CHAIRMAN OF THE BOARD ("Agreement"), entered into and effective as of November 15, 2016 between Kelvin Medical, Inc. ("Company"), and Margaret Austin, PhD ("Austin").

1. Services, Duties and Acceptance

1.1 Company hereby engages Dr. Austin for the Term (as defined in Section 2 hereof) to act as Chairman of the Board and to devote her best efforts to the affairs of the Company and to perform such duties as Dr. Austin is required to fulfill in her role as Chairman of the Board.

1.2 Dr. Austin hereby accepts such contract for services and agrees to render such services as described herein. During the term of her contract, Dr. Austin will not render any services for others that will, or potentially could, conflict with the business of the Company, nor will Dr. Austin conduct any business which could conflict with the business of the Company, nor will Dr. Austin render any services to any significant customer of Company outside of the duties expressed herein.

1.3 Dr. Austin's duties includes some, but not all, of the following: Dr. Austin shall act as Chairman of the Board of Directors of the Company and will oversee all Board Meetings and review all corporate documents, contracts and filings as required by the Company's management. Further Dr. Austin may be required to travel from time to time as is necessary, and undertake any other duty required of Dr. Austin to insure that the Company runs smoothly.

2. Term of Agreement

2.1 The term of Dr. Austin's contract for services pursuant to this Agreement (the "Term") shall begin on Nov. 15, 2017, and shall be for a term of twelve months, which may be renewable for six months upon mutual agreement and which is subject to the provisions of Article 4 of this Agreement providing for earlier termination of Dr. Austin's employment in certain circumstances.

Compensation

3.1 1 As compensation for all services rendered pursuant to this Agreement, beginning January 1, 2018, Company shall issue Dr. Austin $1,000 monthly cash consideration.

3.2 Company shall pay or reimburse Dr. Austin for all necessary and reasonable expenses incurred or paid by Manager in connection with the performance of services under this Agreement upon presentation of expense statements or vouchers or such other supporting information as it from time to time requests evidencing the nature of such expense, and, if appropriate, the payment thereof by Dr. Austin, and otherwise in accordance with Company procedures from time to time in effect. Dr. Austin shall request authorization from the Board for expenses over $500.00.

3.3 During the Term, Dr. Austin shall be entitled to participate in any group insurance, qualified pension, hospitalization, medical health and accident, disability, or similar plan or program of the Company now existing or hereafter established to the extent that she is eligible under the general provisions thereof. Notwithstanding anything herein to the contrary, however, Company shall have the right to amend or terminate any such plans or programs at its discretion.

4. Protection of Confidential Information

4.1 In view of the fact that Dr. Austin's work as Chairman of the Board of Directors of Company will bring Dr. Austin into close contact with many confidential affairs of the Company and its affiliates, including matters of a business nature, such as information about costs, profits, markets, sales, and any other information not readily available to the public, and plans for future developments, Dr. Austin agrees:

4.1.1 To keep secret all confidential matters of Company and its affiliates and not to disclose them to anyone outside of Company, either during or after Dr. Austin's service with the Company, except with the Company's written consent; and

4.1.2 To deliver promptly to the Company on termination of Dr. Austin's service by the Company, or at any time the Company may so request, all memoranda, notes, records, reports, and other documents relating to the Company's and its affiliates' businesses which Dr. Austin may then possess or have under Dr. Austin's control.

5. Notices:

5.1 All notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by prepaid telegram, or mailed first-class, postage prepaid, as follows:

To Dr. Austin:

Dr. Margaret Austin
10930 Skyranch Place
Nevada City, CA 95959

To Company:

Kelvin Medical, Inc.
P.O. Box 1925
Nevada City, CA 95959
or as such other addresses as either party may specify by written notice to the other as provided in this Section 7.1.

6. General

6.1 It is acknowledged that the rights of Company under this Agreement are of a special, unique, and intellectual character which gives them a peculiar value, and that a breach of any provision of this Agreement (particularly, but not limited to, the exclusivity provisions hereof and the provisions of Article 5 hereof), will cause the Company irreparable injury and damage which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, without limiting any right or remedy which the Company may have in the premises, Dr. Austin specifically agrees that Company shall be entitled to seek injunctive relief to enforce and protect its rights under this Agreement.

6.2 This Agreement sets forth the entire agreement and understanding of the parties hereto, and supersedes all prior agreements, arrangements, and understandings. Nothing herein contained shall be construed so as to require the commission of any act contrary to law and wherever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements. Without limiting the generality of the foregoing, in the event that any compensation or other monies payable hereunder shall be in excess of the amount permitted by any such statute, law, ordinance, or regulation, payment of the maximum amount allowed thereby shall constitute full compliance by Company with the payment requirements of this Agreement.

6.3 No representation, promise, or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, or inducement not so set forth. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

6.4 This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived, only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

6.5 This Agreement shall be governed by and construed according to the laws of the State of Nevada applicable to agreements to be wholly performed therein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Kelvin Medical Inc.

/s/William Mandel

_____

By: William Mandel, President

Margaret V. Austin, Ph.D.
Chairman of the Board

/s/Margaret Austin

_____

By: Margaret Austin, Ph.D.
Date: November 15, 2017

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made this 1st day of January 2018, between Kelvin Medical, Inc., a Nevada Corporation, and Mike Hogue, an individual (the "Consultant").

RECITALS

A. The Company desires to be assured of the association and services of Consultant in order to avail itself of Consultant's expertise, skills, abilities, background and knowledge, to advise it upon certain marketing, administrative, corporate and business operations, and therefore desires to engage Consultant upon the terms and conditions herein contained.

B. Consultant agrees to be engaged and retained by the Company and upon the following terms and conditions.

NOW, THEREFORE, in consideration of the recitals, promises and conditions in this Agreement, the Consultant and the Company agree as follows:

1. Consulting Services. The Company herby retains Consultant to advise it regarding certain marketing, administrative, and third-party service providers, and more specifically with regard to preparation of Blog/Board Content.

Additionally, Consultant shall be tasked with the following;

(a) Working alongside the CEO and CFO of the Company, develop and execute all investor relation functions including crafting the overall strategy and tactics for implementation; and

(b) Communicating either via email or phone on behalf of the Company any public facing information in an articulate and professional manner to prospective investors in a manner that the investor may understand the direction of the Company; and

(c) Develop relationships with prospective and current investors that seek understanding of information publicly filed, this includes managing real- time Q&A submitted by prospective or current shareholders; and

(d) Provide oversight to iHub, Yahoo, and other media platforms, that impact the Company's message; and

(e) Provide information necessary for preparation of the Annual Report and other financial communications; and

(f) Manage and work directly with outside investor relations consultants; and

(g) If requested by the Company, travel to investor meetings and events with management (all expenses paid); and

(h) Monitor and analyze data relating to trading activity, relevant industry data and peer company performance.

2. Term. The term of this Agreement shall be for a period of six months commencing January 1, 2018, and is renewable for successive six-month terms by mutual agreement of the parties, and may be terminated by either party in writing with thirty days notice.

3. Compensation of Consultant. The Company hereby agrees to compensate Consultant $1,000 per month, payable in advance via invoice submitted by Consultant upon the first of each month. Further, the Company shall issue, or cause to be issued, 100,000 Restricted Shares of the Company's Common Stock.

4. Relationship of Parties. This Agreement shall not constitute an employer- employee relationship. It is the intention of each party that Consultant shall be an independent contractor and not an employee of the Company. Consultant shall not have the authority to acts as the agent of the Company except when such authority is specifically delegated to Consultant by the Company. Subject to the express provisions herein, the manner and means utilized by the Consultant in the performance of Consultant's services hereunder shall be under the sole control of the Consultant. All compensation paid to Consultant hereunder shall constitute earnings to Consultant from self-employment income. The Company shall not withhold any amounts therefrom as federal or state income tax withholding from wages or as employee contributions under the Federal Insurance Contributions Act (Social Security) or any similar federal or state law applicable to employers or employees.

5. Notices. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when personally served in writing or when deposited in the United States mail, postage prepaid, addressed to the other party at the address appearing at the end of this Agreement. Either party may change its address by written notice made in accordance with this section.

6. Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, administrators, executors, successors, subsidiaries and affiliates.

7. Governing Law. This Agreement is made and shall be governed and construed in accordance with the laws of the state of Nevada and it is agreed that jurisdiction and venue of any actions pertaining to this Agreement will be in Nevada.

8. Assignment. Any attempt by either party to assign any rights, duties or obligations which arise under this Agreement without the prior written consent of the other party shall be void, and shall constitute a breach of the terms of this Agreement.

9. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Company and the Consultant. No promises, guarantees, inducements, or agreements, oral or written, express or implied, have been made other than as contained in this Agreement. This Agreement can only be modified or changed in writing and signed by the party or parties to be charged.

10. Litigation Expenses. If any action at law or in equity is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements in addition to any other relief to which it is entitled.

11. Signatures. By signing below, the undersigned do hereby acknowledge that they have read, understood and agree to the terms of this Agreement, that they have had the opportunity to review this Agreement with independent counsel and that they do hereby desire to enter into this Agreement under the terms and conditions set forth herein.

IN WITNESS WHEREOF , the parties have executed this Agreement the day and year first above written.

KELVIN MEDICAL, INC.

By: */s/William Mandel*
William Mandel, CEO/President

MIKE HOGUE

By: */s/Mike Hogue*
Mike Hogue

EQUITY PURCHASE AGREEMENT

THIS EQUITY PURCHASE AGREEMENT ("Agreement") dated January 22, 2018, is made by and between KELVIN MEDICAL, INC. a Nevada corporation ("Company"), and PHENIX VENTURES, LLC, a Wyoming limited liability company (the "Investor").

RECITALS

WHEREAS, the parties desire, that upon the terms and subject to the conditions contained herein, the Company shall issue and sell to Investor, from time to time as provided herein, and Investor shall purchase up to ten million (10,000,000) shares of the Company's Common Stock (as defined below); and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

Section 1.1 DEFINED TERMS as used in this Agreement, the following terms shall have the following meanings specified or indicated (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

"AFFILIATE" shall mean a party's employees, representatives, agents, partners, consultants and advisors and all persons that directly or indirectly, through one or more intermediaries, controls or are controlled by, or under common control with, such party.

"AGREEMENT" shall have the meaning specified in the preamble hereof.

"BY-LAWS" shall have the meaning specified in Section 4.7.

"CLAIM NOTICE" shall have the meaning specified in Section 9.3(a).

"CLOSING" shall mean one of the closings of a purchase and sale of shares of Common Stock pursuant to Section 2.3.

"CLOSING CERTIFICATE" shall mean the closing certificate of the Company in the form of Exhibit B hereto.

"CLOSING DATE" shall have the meaning specified in Section 2.3.

"COMMITMENT PERIOD" shall mean the period commencing on the Execution Date, and ending on the earlier of (i) the date on which Investor shall have purchased Put Shares pursuant to this Agreement for an aggregate Purchase Price of the Maximum Commitment Amount, or (ii) MAY 1, 2019.

"CLOSING PRICE" shall mean the last price at which Common Stock was sold on the Principal Market on a Trading Day.

"COMMON STOCK" shall mean the Company's common stock, $0.001 par value per share, and any shares of any other class of common stock whether now or hereafter authorized, having the right to participate in the distribution of dividends (as and when declared) and assets (upon liquidation of the Company).

"COMMON STOCK EQUIVALENTS" shall mean any securities that are convertible into or exchangeable for Common Stock or any options or other rights to subscribe for or purchase Common Stock or any such convertible or exchangeable securities.

"COMPANY" shall have the meaning specified in the preamble to this Agreement.

"DAMAGES" shall mean any loss, claim, damage, liability, cost and expense (including, without limitation, reasonable attorneys' fees and disbursements and costs and expenses of expert witnesses and investigation).

"DISPUTE PERIOD" shall have the meaning specified in Section 9.3(a).

"DTC" shall have the meaning specified in Section 2.3.

"DWAC" shall have the meaning specified in Section 2.3.

"EFFECTIVE DATE" shall mean the date that the Registration Statement is declared effective by the SEC.

"ESTIMATED PUT SHARES" shall have the meaning specified in Section 2.2(a).

"EXCHANGE ACT" shall mean the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder.

"EXECUTION DATE" shall have the meaning specified in the preamble hereof.

"FAST" shall have the meaning specified in Section 2.3.

"FINRA" shall mean the Financial Industry Regulatory Authority, Inc.

"INDEMNIFIED PARTY" shall have the meaning specified in Section 9.3(a).

"INDEMNIFYING PARTY" shall have the meaning specified in Section 9.3(a).

"INDEMNITY NOTICE" shall have the meaning specified in Section 9.3(b).

"INVESTMENT AMOUNT" shall mean the dollar amount to be invested by Investor to purchase Put Shares with respect to any Put as notified by the Company to Investor in accordance with Section 2.2.

"INVESTOR" shall have the meaning specified in the preamble to this Agreement.

"LEGEND" shall have the meaning specified in Section 8.1.

"MARKET PRICE" shall mean the average VWAP price on the Principal Market during the Valuation Period, as reported by Bloomberg Finance L.P.

"MATERIAL ADVERSE EFFECT" shall mean any effect on the business, operations, properties, or financial condition of the Company that is material and adverse to the Company and/or any condition, circumstance, or situation that would prohibit or otherwise materially interfere with the ability of the Company to enter into and perform its obligations under any of this Agreement.

"PERSON" shall mean an individual, a corporation, a partnership, an association, a trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"PRINCIPAL MARKET" shall mean the OTC Bulletin Board, OTCQB or such other principal exchange which is at the time the principal trading exchange or market for the Common Stock.

"PURCHASE PRICE" shall mean eighty three percent (83%) of the Market Price calculated in accordance with the terms and conditions of this Agreement.

"PUT" shall mean the right of the Company to require the Investor to purchase shares of Common Stock, subject to the terms and conditions of this Agreement.

"PUT DATE" shall mean any Trading Day during the Commitment Period that a Put Notice is deemed delivered pursuant to Section 2.2(b).

"PUT NOTICE" shall mean a written notice, substantially in the form of Exhibit A hereto, to Investor setting forth the Investment Amount with respect to which the Company intends to require Investor to purchase shares of Common Stock pursuant to the terms of this Agreement.

"PUT SHARES" shall mean up to ten million (10,000,000) shares of Common Stock issued or issuable pursuant to a Put that has been exercised or may be exercised in accordance with the terms and conditions of this Agreement.

"REGISTERED SECURITIES" shall mean the (a) Put Shares, (b) outstanding Common Stock of the Company subject to piggyback registration rights, and (c) any securities issued or issuable with respect to any of the foregoing by way of exchange, stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization or otherwise. As to any particular Registered Securities, once issued such securities shall cease to be Registrable Securities when (i) a Registration Statement has been declared effective by the SEC and such Registrable Securities have been disposed of pursuant to a Registration Statement, (ii) such Registrable Securities have been sold under circumstances under which all of the applicable conditions of Rule 144 are met, (iii) such time as such Registrable Securities have been otherwise transferred to holders who may trade such shares without restriction under the Securities Act or (iv) in the opinion of counsel to the Company, which counsel shall be reasonably acceptable to Investor, such Registrable Securities may be sold without registration under the Securities Act or the need for an exemption from any such registration requirements and without any time, volume or manner limitations pursuant to Rule 144(b)(i) (or any similar provision then in effect) under the Securities Act.

"REGISTRATION STATEMENT" shall mean the Company's effective registration statement on file with the SEC, and any follow up registration statement or amendment thereto.

"REGULATION D" shall mean Regulation D promulgated under the Securities Act.

"RULE 144" shall mean Rule 144 under the Securities Act or any similar provision then in force under the Securities Act.

"SEC" shall mean the Securities and Exchange Commission.

"SECURITIES ACT" shall have the meaning specified in the recitals of this Agreement.

"SEC DOCUMENTS" shall mean, as of a particular date, all reports and other documents filed by the Company pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the Company's then most recently completed and reported fiscal year as of the time in question (provided that if the date in question is within ninety days of the beginning of the Company's fiscal year, the term shall include all documents filed since the beginning of the preceding fiscal year).

"SHORT SALES" shall mean all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act.

"SUBSCRIPTION DATE" shall mean the date on which this Agreement is executed and delivered by the Company and Investor.

"THIRD PARTY CLAIM" shall have the meaning specified in Section 9.3(a).

"TRADING DAY" shall mean a day on which the Principal Market shall be open for business.

"TRANSACTION DOCUMENTS" shall mean this Agreement and the Registration Rights Agreement.

"TRANSFER AGENT" shall mean the transfer agent for the Common Stock (and to any substitute or replacement transfer agent for the Common Stock upon the Company's appointment of any such substitute or replacement transfer agent).

"UNDERWRITER" shall mean any underwriter participating in any disposition of the Registered Securities on behalf of Investor pursuant to the Registration Statement.

"VALUATION PERIOD" shall mean the period of ten (10) Trading Days immediately following the Put Date associated with the applicable Put Notice during which the Purchase Price of the Common Stock is valued.

"VWAP" shall mean the volume weighted average price for the Company's common stock on the Principal Market over the Trading Days constituting the Valuation Period as reported by Bloomberg Finance L.P. In the event the Company's common stock does not trade on a Trading Day within the Valuation Period, this shall not serve to lengthen the Valuation Period which shall remain at three (3) Trading Days.

ARTICLE II

PURCHASE AND SALE OF COMMON STOCK

Section 2.1 INVESTMENTS.

(a) PUTS. Upon the terms and conditions set forth herein (including, without limitation, the provisions of Article VII), on any Put Date the Company may exercise a Put by the delivery of a Put Notice. The number of Put Shares that Investor shall purchase pursuant to such Put shall be determined by dividing the Investment Amount specified in the Put Notice by the Purchase Price with respect to such Put Notice.

Section 2.2 MECHANICS.

(a) PUT NOTICE. At any time during the Commitment Period, the Company may deliver a Put Notice to Investor, subject to the conditions set forth in Section 7.2; provided, however, that the Investment Amount identified in the applicable Put Notice, when taken together with all prior Put Notices, shall not exceed the Maximum Commitment Amount. The maximum Put amount that the Company may request from Investor at any one time shall be equal to twice the average of the daily trading volume of the of the Company's common stock during the ten trading days immediately following the Put date, and so long as the amount does not exceed 9.99% of the then issued and outstanding shares of the Company. The price of the shares, purchased pursuant to any Put shall be equal to 83% of the lowest volume weighted price for the ten consecutive trading days immediately following the date on which the applicable Put notice is delivered to Investor. On the Put Date, the Company shall deliver to Investor's brokerage account estimated Put Shares equal to the Investment Amount indicated in the Put Notice divided by the Closing Price on the Trading Day immediately preceding the Put Date multiplied by eighty three percent (83%) (the "Estimated Put Shares"). Simultaneously therewith, and in all events within one Trading Day following the Put Date, Investor shall pay the Investment Amount to the Company by wire transfer. The Investment Amount shall be deemed delivered on the Trading Day it is received by the Company if such wire is received on or prior to 12:00 noon Eastern time. Similarly, the Put Shares shall be deemed delivered on the Trading Day they are received electronically by Investor if such Put Shares are received on or prior to 12:00 Noon Eastern time. Any wire transfer or Put Shares received after 12:00 Noon Eastern time on a Trading Day shall be deemed to have been received on the next Trading Day.

(b) DATE OF DELIVERY OF PUT NOTICE. A Put Notice shall be deemed delivered on (i) the Trading Day it is received by electronic mail by Investor if such notice is received on or prior to 12:00 noon Nevada time, or (ii) the immediately succeeding Trading Day if it is received by electronic mail after 12:00 noon Nevada time on a Trading Day or at any time on a day which is not a Trading Day.

Section 2.3 CLOSINGS. At the end of the Valuation Period, the Purchase Price shall be established and the number of Put Shares shall be determined for a particular Put. If the number of Estimated Put Shares initially delivered to Investor is greater than the number of Put Shares purchased by Investor pursuant to such Put, then, immediately after the Valuation Period, the Investor shall deliver to the Company any excess Estimated Put Shares associated with such Put. If the number of Estimated Put Shares delivered to Investor is less than the Put Shares purchased by Investor pursuant to a Put, then immediately after the Valuation Period the Company shall deliver to Investor the difference between the Estimated Put Shares and the Put Shares issuable pursuant to such Put. If the Investment Amount delivered to the Company is greater than the Investment Amount established at the end of the Valuation Period by reason of the Put Share limitation, the Company shall promptly return to the Investor, by wire transfer of immediately available funds, the difference between the amount delivered to the Company and the Investment Amount established at the end of the Valuation Period. The Closing of a Put shall occur on the Trading Day (the "Closing Date") in which the Purchase Price has been established and the Put Share and payment adjustments provided for above have been made. In addition, on or prior to such Closing Date, each of the Company and Investor shall deliver to each other all documents, instruments and writings required to be delivered pursuant to this Agreement or reasonably requested by any of them pursuant to this Agreement in order to implement and effect the transactions contemplated herein.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF INVESTOR

Investor represents and warrants to the Company that:

Section 3.1 INTENT. Investor is entering into this Agreement for its own account and Investor has no present arrangement (whether or not legally binding) at any time to sell the Registered Securities to or through any person or entity; provided, however, that Investor reserves the right to dispose of the Registered Securities at any time in accordance with federal and state securities laws applicable to such disposition.

Section 3.2 NO LEGAL ADVICE FROM THE COMPANY. The Investor acknowledges that it has had the opportunity to review this Agreement and the transactions contemplated by this Agreement with its own legal counsel and investment and tax advisors. The Investor is relying solely on such counsel and advisors and not on any statements or representations of the Company or any of its representatives or agents for legal, tax or investment advice with respect to this investment, the transactions contemplated by this Agreement or the securities laws of any jurisdiction.

Section 3.3 SOPHISTICATED INVESTOR. Investor is a sophisticated investor (as described in Rule 506(b)(2)(ii) of Regulation D) and an accredited investor (as defined in Rule 501 of Regulation D), and Investor has such experience in business and financial matters that it is capable of evaluating the merits and risks of an investment in the Registered Securities. Investor acknowledges that an investment in the Registered Securities is speculative and involves a high degree of risk.

Section 3.4 AUTHORITY. (a) Investor has the requisite power and authority to enter into and perform its obligations under this Agreement and the transactions contemplated hereby in accordance with its terms; (b) the execution and delivery of this Agreement and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action and no further consent or authorization of Investor or its partners is required; and (c) this Agreement has been duly authorized and validly executed and delivered by Investor and constitutes a valid and binding obligation of Investor enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by other equitable principles of general application.

Section 3.5 NOT AN AFFILIATE. Investor is not an officer, director or "affiliate" (as that term is defined in Rule 405 of Securities Act) of the Company.

Section 3.6 ORGANIZATION AND STANDING. Investor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Wyoming and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Investor is duly qualified and in good standing in every jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, other than those in which the failure so to qualify would not have a material adverse effect on Investor.

Section 3.7 ABSENCE OF CONFLICTS. The execution and delivery of this Agreement and any other document or instrument contemplated hereby, and the consummation of the transactions contemplated hereby and thereby, and compliance with the requirements hereof and thereof, will not (a) violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Investor, (b) violate any provision of any indenture, instrument or agreement to which Investor is a party or is subject, or by which Investor or any of its assets is bound, or conflict with or constitute a material default thereunder, (c) result in the creation or imposition of any lien pursuant to the terms of any such indenture, instrument or agreement, or constitute a breach of any fiduciary duty owed by Investor to any third party, or (d) require the approval of any third-party (that has not been obtained) pursuant to any material contract, instrument, agreement, relationship or legal obligation to which Investor is subject or to which any of its assets, operations or management may be subject.

Section 3.8 DISCLOSURE; ACCESS TO INFORMATION. Investor had an opportunity to review copies of the SEC Documents filed on behalf of the Company and has had access to all publicly available information with respect to the Company.

Section 3.9 MANNER OF SALE. At no time was Investor presented with or solicited by or through any leaflet, public promotional meeting, television advertisement or any other form of general solicitation or advertising.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Investor that, except as disclosed in the SEC Documents:

Section 4.1 ORGANIZATION OF THE COMPANY. The Company is a corporation duly organized and validly existing and in good standing under the laws of the State of Nevada and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. The Company is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, other than those in which the failure so to qualify would not have a Material Adverse Effect.

Section 4.2 AUTHORITY. (a) The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and to issue the Put Shares; (b) the execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action and no further consent or authorization of the Company or its Board of Directors or stockholders is required; and (c) each of this Agreement and has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by other equitable principles of general application.

Section 4.3 CAPITALIZATION. As of the date hereof, the authorized capital stock of the Company consists of one hundred million (100,000,000) shares of Common Stock, $0.001 par value per share, of which sixty-seven million ninety-seven thousand five hundred (67,097,500) shares were issued and outstanding as of January 22, 2018, and no preferred stock. Except as set forth in the Company's SEC Documents, or as otherwise disclosed to Investor by the Company, as of January 22, 2018, there are no outstanding securities which are convertible into shares of Common Stock, whether such conversion is currently exercisable or exercisable only upon some future date or the occurrence of some event in the future. All of the outstanding shares of Common Stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable.

Section 4.4 COMMON STOCK. The Company is in full compliance with all reporting requirements of the Exchange Act, and the Company has maintained all requirements for the continued listing or quotation of the Common Stock, and such Common Stock is currently listed or quoted on its Principal Market.

Section 4.5 SEC DOCUMENTS. The Company may make available to Investor true and complete copies of the SEC Documents (including, without limitation, proxy information and solicitation materials). To the Company's knowledge, the Company has not provided to Investor any information that, according to applicable law, rule or regulation, should have been disclosed publicly prior to the date hereof by the Company, but which has not been so disclosed. As of their respective dates, the SEC Documents complied in all material respects with the requirements of the Exchange Act, and other federal laws, rules and regulations applicable to such SEC Documents, and none of the SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Documents comply as to form and substance in all material respects with applicable accounting requirements and the published rules and regulations of the SEC or other applicable rules and regulations with respect thereto. Such financial statements have been prepared in accordance with generally accepted accounting principles applied on a consistent basis during the periods involved (except (a) as may be otherwise indicated in such financial statements or the notes thereto or (b) in the case of unaudited interim statements, to the extent they may not include footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments).

Section 4.6 VALID ISSUANCES. When issued, and paid for as herein provided, the Put Shares shall be duly and validly issued, fully paid, and non-assessable. The sales of the Put Shares pursuant to this Agreement, and the Company's performance of its obligations hereunder, shall not (a) result in the creation or imposition of any liens, charges, claims or other encumbrances upon the Put Shares, or any of the assets of the Company, or (b) entitle the holders of outstanding shares of Common Stock to preemptive or other rights to subscribe to or acquire the Common Stock or other securities of the Company. The Put Shares shall not subject Investor to personal liability, in excess of the subscription price by reason of the ownership thereof.

Section 4.7 NO CONFLICTS. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby, including without limitation the issuance of the Put Shares, do not and will not (a) result in a violation of the Company's Articles of Incorporation or By-Laws or (b) conflict with, or constitute a material default (or an event that with notice or lapse of time or both would become a material default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any material agreement, indenture, instrument or any "lock-up" or similar provision of any underwriting or similar agreement to which the Company is a party, or (c) result in a violation of any federal, state or local law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations) applicable to the Company or by which any property or asset of the Company is bound or affected (except for such conflicts, defaults, terminations, amendments, accelerations, cancellations and violations as would not, individually or in the aggregate, have a Material Adverse Effect) nor is the Company otherwise in violation of, conflict with or in default under any of the foregoing. The business of the Company is not being conducted in violation of any law, ordinance or regulation of any governmental entity, except for possible violations that either singly or in the aggregate do not and will not have a Material Adverse Effect. The Company is not required under federal, state or local law, rule or regulation to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under this Agreement or issue and sell the Common Stock in accordance with the terms hereof (other than any SEC, FINRA or state securities filings that may be required to be made by the Company subsequent to any Closing, any registration statement that may be filed pursuant hereto); provided that, for purposes of the representation made in this sentence, the Company is assuming and relying upon the accuracy of the relevant representations and agreements of Investor herein.

Section 4.8 NO MATERIAL ADVERSE CHANGE. Since October 31, 2016, no event has occurred that would have a Material Adverse Effect on the Company.

Section 4.9 LITIGATION AND OTHER PROCEEDINGS. Except as disclosed in the Company's SEC filings, there are no lawsuits or proceedings pending or to the knowledge of the Company threatened, against the Company, nor has the Company received any written or oral notice of any such action, suit, proceeding or investigation, which would have a Material Adverse Effect. No judgment, order, writ, injunction or decree or award has been issued by or, so far as is known by the Company, requested of any court, arbitrator or governmental agency which would have a Material Adverse Effect.

Section 4.10 DILUTION. The number of shares of Common Stock issuable as Put Shares may increase substantially in certain circumstances, including, but not necessarily limited to, the circumstance wherein the trading price of the Common Stock declines during the period between the Effective Date and the end of the Commitment Period. The Company's executive officers and directors have studied and fully understand the nature of the transactions contemplated by this Agreement and recognize that they have a potential dilutive effect. The board of directors of the Company has concluded in its good faith business judgment that such issuance is in the best interests of the Company. The Company specifically acknowledges that its obligation to issue the Put Shares is binding upon the Company and enforceable regardless of the dilution such issuance may have on the ownership interests of other shareholders of the Company.

ARTICLE V

COVENANTS OF INVESTOR

Section 5.1 COMPLIANCE WITH LAW; TRADING IN SECURITIES. Investor's trading activities with respect to shares of the Common Stock will be in compliance with all applicable state and federal securities laws, rules and regulations and the rules and regulations of FINRA and the Principal Market on which the Common Stock is listed or quoted.

Section 5.2 SHORT SALES AND CONFIDENTIALITY. Neither Investor nor any Affiliate of the Investor acting on its behalf or pursuant to any understanding with it will execute any Short Sales during the period from the date hereof to the end of the Commitment Period. For the purposes hereof, and in accordance with Regulation SHO, the sale after delivery of a Put Notice of such number of shares of Common Stock reasonably expected to be purchased under a Put Notice shall not be deemed a Short Sale. Notwithstanding the foregoing, Investor may not sell any shares of the Company's Common Stock owned by Investor, other than the Put Shares, during the period from the delivery of a Put Notice to the applicable Closing Date. Other than to other Persons party to this Agreement, Investor has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction).

ARTICLE VI

COVENANTS OF THE COMPANY

Section 6.1 RESERVATION OF COMMON STOCK. The Company will, from time to time as needed in advance of a Closing Date, reserve and keep available until the consummation of such Closing, sufficient shares of Common Stock for the purpose of enabling the Company to satisfy its obligation to issue the Put Shares to be issued in connection therewith. The number of shares so reserved from time to time, as theretofore increased or reduced as hereinafter provided, may be reduced by the number of shares actually delivered hereunder.

Section 6.2 LISTING OF COMMON STOCK. If the Company is required to apply to have the Common Stock traded on any other Principal Market, it shall include in such application the Put Shares, and shall take such other action as is necessary or desirable in the reasonable opinion of Investor to cause the Common Stock to be listed on such other Principal Market as promptly as possible. The Company shall use its commercially reasonable efforts to continue the listing and trading of the Common Stock on the Principal Market (including, without limitation, maintaining sufficient net tangible assets) and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the FINRA and the Principal Market.

Section 6.3 CERTAIN AGREEMENTS. From the date of this Agreement to the earlier to occur of (a) the expiration of the Commitment Period or (b) the date in which the Company has put to the Investor at least 10,000,000 worth of Shares, the Company covenants and agrees that it will not, without the prior written consent of the Investor, enter into any other agreement with a third party during the Commitment Period having terms and conditions substantially comparable to this Agreement, except as may be necessary to satisfy outstanding pre-emptive rights. For the avoidance of doubt, nothing contained in the Transaction Documents shall restrict, or require the Investor's consent for, any agreement providing for the sale, issuance or distribution of (or the sale, issuance or distribution of) any equity securities of the Company pursuant to any agreement or arrangement that is not commonly understood to be a "registered offering". Further, nothing contained in this Transaction Document shall restrict or require the Investor's Consent for, any agreement providing for the sale, issuance or distribution of (or the sale, issuance or distribution of) any debt securities of the Company.

ARTICLE VII

CONDITIONS TO DELIVERY OF PUT NOTICES AND CONDITIONS TO CLOSING

Section 7.1 CONDITIONS PRECEDENT TO THE OBLIGATION OF THE COMPANY TO ISSUE AND SELL COMMON STOCK. The obligation hereunder of the Company to issue and sell the Put Shares to Investor is subject to the satisfaction of each of the conditions set forth below.

(a) ACCURACY OF INVESTOR'S REPRESENTATIONS AND WARRANTIES. The representations and warranties of Investor shall be true and correct in all material respects as of the date of this Agreement and as of the date of each such Closing as though made at each such time.

(b) PERFORMANCE BY INVESTOR. Investor shall have performed, satisfied and complied in all respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Investor at or prior to such Closing.

(c) PRINCIPAL MARKET REGULATION. The Company shall not issue any Put Shares, and the Investor shall not have the right to receive any Put Shares, if the issuance of such shares would exceed the aggregate number of shares of Common Stock which the Company may issue without breaching the Company's obligations under the rules or regulations of the Principal Market (the "EXCHANGE CAP").

Section 7.2 CONDITIONS PRECEDENT TO THE RIGHT OF THE COMPANY TO DELIVER A PUT NOTICE AND THE OBLIGATION OF INVESTOR TO PURCHASE PUT SHARES. The right of the Company to deliver a Put Notice and the obligation of Investor hereunder to acquire and pay for the Put Shares is subject to the satisfaction of each of the following conditions:

(a) EFFECTIVE REGISTRATION STATEMENT. The Registration Statement, and any amendment or supplement thereto, shall remain effective for the sale by Investor of the Registered Securities subject to such Put Notice, and (i) neither the Company nor Investor shall have received notice that the SEC has issued or intends to issue a stop order with respect to such Registration Statement or that the SEC otherwise has suspended or withdrawn the effectiveness of such Registration Statement, either temporarily or permanently, or intends or has threatened to do so and (ii) no other suspension of the use or withdrawal of the effectiveness of such Registration Statement or related prospectus shall exist.

(b) ACCURACY OF THE COMPANY'S REPRESENTATIONS AND WARRANTIES. The representations and warranties of the Company shall be true and correct in all material respects (except for representations and warranties specifically made as of a particular date), except for any conditions which have temporarily caused any representations or warranties herein to be incorrect and which have been corrected with no continuing impairment to the Company or Investor.

(c) PERFORMANCE BY THE COMPANY. The Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company.

(d) NO INJUNCTION. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or adopted by any court or governmental authority of competent jurisdiction that prohibits or directly and materially adversely affects any of the transactions contemplated by this Agreement, and no proceeding shall have been commenced that may have the effect of prohibiting or materially adversely affecting any of the transactions contemplated by this Agreement.

(e) ADVERSE CHANGES. Since the date of filing of the Company's most recent SEC Document, no event that had or is reasonably likely to have a Material Adverse Effect has occurred.

(f) NO SUSPENSION OF TRADING IN OR DELISTING OF COMMON STOCK. The trading of the Common Stock shall not have been suspended by the SEC, the Principal Market or the FINRA and the Common Stock shall have been approved for listing or quotation on and shall not have been delisted from the Principal Market.

(g) INTENTIONALLY OMITTED.

(h) TEN PERCENT LIMITATION. On each Closing Date, the number of Put Shares then to be purchased by Investor shall not exceed the number of such shares that, when aggregated with all other shares of Common Stock then owned by Investor beneficially or deemed beneficially owned by Investor, would result in Investor owning more than 9.99% of all of such Common Stock as would be outstanding on such Closing Date, as determined in accordance with Section 16 of the Exchange Act and the regulations promulgated thereunder. For purposes of this Section, in the event that the amount of Common Stock outstanding as determined in accordance with Section 16 of the Exchange Act and the regulations promulgated thereunder is greater on a Closing Date than on the date upon which the Put Notice associated with such Closing Date is given, the amount of Common Stock outstanding on such Closing Date shall govern for purposes of determining whether Investor, when aggregating all purchases of Common Stock made pursuant to this Agreement, would own more than 9.99% of the Common Stock following such Closing Date.

(i) PRINCIPAL MARKET REGULATION. The Company shall not issue any Put Shares, and the Investor shall not have the right to receive any Put Shares, if the issuance of such shares would exceed the Exchange Cap.

(j) NO KNOWLEDGE. The Company shall have no knowledge of any event reasonably likely to have the effect of causing such Registration Statement to be suspended or otherwise ineffective (which event is more likely than not to occur within the sixty (60) Trading Days following the Trading Day on which such Put Notice is deemed delivered).

(k) NO VIOLATION OF SHAREHOLDER APPROVAL REQUIREMENT. The issuance of shares of Common Stock with respect to the applicable Closing, if any, shall not violate the shareholder approval requirements of the Principal Market.

(l) OTHER. Within one (1) Trading Days of the date of delivery of each Put Notice, Investor shall have received a certificate in substantially the form and substance of Exhibit B hereto, executed by an executive officer of the Company and to the effect that all the conditions to such Closing shall have been satisfied as at the date of each such certificate.

ARTICLE VIII

LEGENDS

Section 8.1 NO STOCK LEGEND OR STOCK TRANSFER RESTRICTIONS. No legend shall be placed on the shares representing the Put Shares.

Section 8.2 INVESTOR'S COMPLIANCE. Nothing in this Article VIII shall affect in any way Investor's obligations under any agreement to comply with all applicable securities laws upon the sale of the Common Stock.

ARTICLE IX

NOTICES; INDEMNIFICATION

Section 9.1 NOTICES. All notices, demands, consents, approvals, and other requests, communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (a) personally served, (b) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by reputable air courier service with charges prepaid, or (d) transmitted by hand delivery, telegram, or electronic mail as a PDF, addressed as set forth below or to such other address as such party shall have specified most recently by written notice given in accordance herewith. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (i) upon hand delivery or delivery by electronic mail as a PDF, at the address below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (ii) on the second business day following the date of mailing by express courier service or on the fifth business day after deposited in the mail, in each case, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur.

The addresses for such communications shall be:

If to the Company:

Kelvin Medical, Inc.
10930 Skyranch Place
Nevada City, California 95959

If to the Investor:

Phenix Ventures, LLC
1712 Pioneer Avenue, Suite 1206
Cheyenne, Wyoming 82001

Either party hereto may from time to time change its address or electronic mail for notices under this Section 9.1 by giving at least ten (10) days' prior written notice of such changed address or electronic mail to the other party hereto.

Section 9.2 INDEMNIFICATION. Each party (an "Indemnifying Party") agrees to indemnify and hold harmless the other party along with its officers, directors, employees, and authorized agents, and each Person or entity, if any, who controls such party within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (an "Indemnified Party") from and against any Damages, joint or several, and any action in respect thereof to which the Indemnified Party becomes subject to, resulting from, arising out of or relating to (i) any misrepresentation, breach of warranty or nonfulfillment of or failure to perform any covenant or agreement on the part of Indemnifying Party contained in this Agreement, (ii) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any post-effective amendment thereof or supplement thereto, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus or contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in the light of the circumstances under which the statements therein were made, not misleading, or (iv) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation under the Securities Act, the Exchange Act or any state securities law, as such Damages are incurred, except to the extent such Damages result primarily from Indemnified Party's failure to perform any covenant or agreement contained in this Agreement or Indemnified Party's negligence, recklessness or bad faith in performing its obligations under this Agreement; provided, however, that the foregoing indemnity agreement shall not apply to any Damages of an Indemnified Party to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made by an Indemnifying Party in reliance upon and in conformity with written information furnished to the Indemnifying Party by the Indemnified Party expressly for use in the Registration Statement, any post-effective amendment thereof or supplement thereto, or any preliminary prospectus or final prospectus (as amended or supplemented).

Section 9.3 METHOD OF ASSERTING INDEMNIFICATION CLAIMS. All claims for indemnification by any Indemnified Party (as defined below) under Section 9.2 shall be asserted and resolved as follows:

(a) In the event any claim or demand in respect of which an Indemnified Party might seek indemnity under Section 9.2 is asserted against or sought to be collected from such Indemnified Party by a person other than a party hereto or an affiliate thereof (a "THIRD PARTY CLAIM"), the Indemnified Party shall deliver a written notification, enclosing a copy of all papers served, if any, and specifying the nature of and basis for such Third Party Claim and for the Indemnified Party's claim for indemnification that is being asserted under any provision of Section 9.2 against an Indemnifying Party, together with the amount or, if not then reasonably ascertainable, the estimated amount, determined in good faith, of such Third Party Claim (a "CLAIM NOTICE") with reasonable promptness to the Indemnifying Party. If the Indemnified Party fails to provide the Claim Notice with reasonable promptness after the Indemnified Party receives notice of such Third Party Claim, the Indemnifying Party shall not be obligated to indemnify the Indemnified Party with respect to such Third Party Claim to the extent that the Indemnifying Party's ability to defend has been prejudiced by such failure of the Indemnified Party. The Indemnifying Party shall notify the Indemnified Party as soon as practicable within the period ending thirty (30) calendar days following receipt by the Indemnifying Party of either a Claim Notice or an Indemnity Notice (as defined below) (the "DISPUTE PERIOD") whether the Indemnifying Party disputes its liability or the amount of its liability to the Indemnified Party under Section 9.2 and whether the Indemnifying Party desires, at its sole cost and expense, to defend the Indemnified Party against such Third Party Claim.

(i) If the Indemnifying Party notifies the Indemnified Party within the Dispute Period that the Indemnifying Party desires to defend the Indemnified Party with respect to the Third Party Claim pursuant to this Section 9.3(a), then the Indemnifying Party shall have the right to defend, with counsel reasonably satisfactory to the Indemnified Party, at the sole cost and expense of the Indemnifying Party, such Third Party Claim by all appropriate proceedings, which proceedings shall be vigorously and diligently prosecuted by the Indemnifying Party to a final conclusion or will be settled at the discretion of the Indemnifying Party (but only with the consent of the Indemnified Party in the case of any settlement that provides for any relief other than the payment of monetary damages or that provides for the payment of monetary damages as to which the Indemnified Party shall not be indemnified in full pursuant to Section 9.2). The Indemnifying Party shall have full control of such defense and proceedings, including any compromise or settlement thereof; provided, however, that the Indemnified Party may, at the sole cost and expense of the Indemnified Party, at any time prior to the Indemnifying Party's delivery of the notice referred to in the first sentence of this clause (i), file any motion, answer or other pleadings or take any other action that the Indemnified Party reasonably believes to be necessary or appropriate to protect its interests; and provided further, that if requested by the Indemnifying Party, the Indemnified Party will, at the sole cost and expense of the Indemnifying Party, provide reasonable cooperation to the Indemnifying Party in contesting any Third Party Claim that the Indemnifying Party elects to contest. The Indemnified Party may participate in, but not control, any defense or settlement of any Third Party Claim controlled by the Indemnifying Party pursuant to this clause (i), and except as provided in the preceding sentence, the Indemnified Party shall bear its own costs and expenses with respect to such participation. Notwithstanding the foregoing, the Indemnified Party may takeover the control of the defense or settlement of a Third Party Claim at any time if it irrevocably waives its right to indemnity under Section 9.2 with respect to such Third Party Claim.

(ii) If the Indemnifying Party fails to notify the Indemnified Party within the Dispute Period that the Indemnifying Party desires to defend the Third Party Claim pursuant to Section 9.3(a), or if the Indemnifying Party gives such notice but fails to prosecute vigorously and diligently or settle the Third Party Claim, or if the Indemnifying Party fails to give any notice whatsoever within the Dispute Period, then the Indemnified Party shall have the right to defend, at the sole cost and expense of the Indemnifying Party, the Third Party Claim by all appropriate proceedings, which proceedings shall be prosecuted by the Indemnified Party in a reasonable manner and in good faith or will be settled at the discretion of the Indemnified Party(with the consent of the Indemnifying Party, which consent will not be unreasonably withheld). The Indemnified Party will have full control of such defense and proceedings, including any compromise or settlement thereof; provided, however, that if requested by the Indemnified Party, the Indemnifying Party will, at the sole cost and expense of the Indemnifying Party, provide reasonable cooperation to the Indemnified Party and its counsel in contesting any Third Party Claim which the Indemnified Party is contesting. Notwithstanding the foregoing provisions of this clause (ii), if the Indemnifying Party has notified the Indemnified Party within the Dispute Period that the Indemnifying Party disputes its liability or the amount of its liability hereunder to the Indemnified Party with respect to such Third Party Claim and if such dispute is resolved in favor of the Indemnifying Party in the manner provided in clause (iii) below, the Indemnifying Party will not be required to bear the costs and expenses of the Indemnified Party's defense pursuant to this clause (ii) or of the Indemnifying Party's participation therein at the Indemnified Party's request, and the Indemnified Party shall reimburse the Indemnifying Party in full for all reasonable costs and expenses incurred by the Indemnifying Party in connection with such litigation. The Indemnifying Party may participate in, but not control, any defense or settlement controlled by the Indemnified Party pursuant to this clause (ii), and the Indemnifying Party shall bear its own costs and expenses with respect to such participation.

(iii) If the Indemnifying Party notifies the Indemnified Party that it does not dispute its liability or the amount of its liability to the Indemnified Party with respect to the Third Party Claim under Section 9.2 or fails to notify the Indemnified Party within the Dispute Period whether the Indemnifying Party disputes its liability or the amount of its liability to the Indemnified Party with respect to such Third Party Claim, the amount of Damages specified in the Claim Notice shall be conclusively deemed a liability of the Indemnifying Party under Section 9.2 and the Indemnifying Party shall pay the amount of such Damages to the Indemnified Party on demand. If the Indemnifying Party has timely disputed its liability or the amount of its liability with respect to such claim, the Indemnifying Party and the Indemnified Party shall proceed in good faith to negotiate a resolution of such dispute; provided, however, that if the dispute is not resolved within thirty (30) days after the Claim Notice, the Indemnifying Party shall be entitled to institute such legal action as it deems appropriate.

(b) In the event any Indemnified Party should have a claim under Section 9.2 against the Indemnifying Party that does not involve a Third Party Claim, the Indemnified Party shall deliver a written notification of a claim for indemnity under Section 9.2 specifying the nature of and basis for such claim, together with the amount or, if not then reasonably ascertainable, the estimated amount, determined in good faith, of such claim (an "INDEMNITY NOTICE") with reasonable promptness to the Indemnifying Party. The failure by any Indemnified Party to give the Indemnity Notice shall not impair such party's rights hereunder except to the extent that the Indemnifying Party demonstrates that it has been irreparably prejudiced thereby. If the Indemnifying Party notifies the Indemnified Party that it does not dispute the claim or the amount of the claim described in such Indemnity Notice or fails to notify the Indemnified Party within the Dispute Period whether the Indemnifying Party disputes the claim or the amount of the claim described in such Indemnity Notice, the amount of Damages specified in the Indemnity Notice will be conclusively deemed a liability of the Indemnifying Party under Section 9.2 and the Indemnifying Party shall pay the amount of such Damages to the Indemnified Party on demand. If the Indemnifying Party has timely disputed its liability or the amount of its liability with respect to such claim, the Indemnifying Party and the Indemnified Party shall proceed in good faith to negotiate a resolution of such dispute; provided, however, that if the dispute is not resolved within thirty (30) days after the Claim Notice, the Indemnifying Party shall be entitled to institute such legal action as it deems appropriate.

(c) The Indemnifying Party agrees to pay the Indemnified Party, promptly as such expenses are incurred and are due and payable, for any reasonable legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim.

(d) The indemnity provisions contained herein shall be in addition to (i) any cause of action or similar rights of the Indemnified Party against the Indemnifying Party or others, and (ii) any liabilities the Indemnifying Party may be subject to.

ARTICLE X

MISCELLANEOUS

Section 10.1 GOVERNING LAW; JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada without regard to the principles of conflicts of law. Each of the Company and Investor hereby submit to the exclusive jurisdiction of the United States Federal and state courts located in Nevada with respect to any dispute arising under this Agreement, the agreements entered into in connection herewith or the transactions contemplated hereby or thereby.

Section 10.2 ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the Company and Investor and their respective successors. Neither this Agreement nor any rights of Investor or the Company hereunder may be assigned by either party to any other person.

Section 10.3 THIRD PARTY BENEFICIARIES. This Agreement is intended for the benefit of the Company and Investor and their respective successors, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

Section 10.4 TERMINATION. The Company may terminate this Agreement at any time by written notice to the Investor. Additionally, this Agreement shall terminate at the end of Commitment Period or as otherwise provided herein; provided, however, that the provisions of Articles IX, and Sections 10.1 and 10.2 shall survive the termination of this Agreement for a period of twenty four (24) months.

Section 10.5 ENTIRE AGREEMENT, AMENDMENT; NO WAIVER. This Agreement and the instruments referenced herein contain the entire understanding of the Company and Investor with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor Investor makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be waived or amended other than by an instrument in writing signed by the party to be charged with enforcement.

Section 10.6 FEES AND EXPENSES. The Company agrees to pay its own expenses in connection with the preparation of this Agreement and performance of its obligations hereunder. The Company shall pay all stamp or other similar taxes and duties levied in connection with issuance of the Put Shares pursuant hereto.

Section 10.7 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which may be executed by less than all of the parties and shall be deemed to be an original instrument which shall be enforceable against the parties actually executing such counterparts and all of which together shall constitute one and the same instrument. This Agreement may be delivered to the other parties hereto by electronic mail of a copy of this Agreement bearing the signature of the parties so delivering this Agreement.

Section 10.8 SEVERABILITY. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that such severability shall be ineffective if it materially changes the economic benefit of this Agreement to any party.

Section 10.9 FURTHER ASSURANCES. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

Section 10.10 NO STRICT CONSTRUCTION. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

Section 10.11 EQUITABLE RELIEF. The Company recognizes that in the event that it fails to perform, observe, or discharge any or all of its obligations under this Agreement, any remedy at law may prove to be inadequate relief to Investor. The Company therefore agrees that Investor shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

Section 10.12 TITLES AND SUBTITLES. The titles and subtitles used in this Agreement are used for the convenience of reference and are not to be considered in construing or interpreting this Agreement.

Section 10.13 REPORTING ENTITY FOR THE COMMON STOCK. The reporting entity relied upon for the determination of the Closing Price for the Common Stock on any given Trading Day for the purposes of this Agreement shall be Bloomberg Finance L.P. or any successor thereto. The written mutual consent of Investor and the Company shall be required to employ any other reporting entity.

Section 10.14 PUBLICITY. The Company and Investor shall consult with each other in issuing any press releases or otherwise making public statements with respect to the transactions contemplated hereby and no party shall issue any such press release or otherwise make any such public statement without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed, except that no prior consent shall be required if such disclosure is required by law, in which such case the disclosing party shall provide the other parties with prior notice of such public statement. Notwithstanding the foregoing, the Company shall not publicly disclose the name of Investor without the prior written consent of such Investor, except to the extent required by law. Investor acknowledges that this Agreement and all or part of the Transaction Documents may be deemed to be "material contracts" as that term is defined by Item 601(b)(10) of Regulation S-K, and that the Company may therefore be required to file such documents as exhibits to reports or registration statements filed under the Securities Act or the Exchange Act. Investor further agrees that the status of such documents and materials as material contracts shall be determined solely by the Company, in consultation with its counsel.

IN WITNESS WHEREOF, the parties hereto have caused this Equity Purchase Agreement to be executed by the undersigned, thereunto duly authorized, as of the date first set forth above.

PHENIX VENTURES, LLC

By: /s/Gannon Giguiere
Name: Gannon Giguiere
Title: Managing Member

KELVIN MEDICAL, INC.

By: /s/William Mandel
Name: William Mandel
Title: Chief Executive Officer

EXHIBITS:

EXHIBIT A - Put Notice

EXHIBIT B - Closing Certificate

EXHIBIT A

FORM OF PUT NOTICE

TO: PHENIX VENTURES, LLC

We refer to the Equity Purchase Agreement dated January 22, 2018 (the "Agreement") entered into by KELVIN MEDICAL, INC. (the "Company") and PHENIX VENTURES, LLC. Capitalized terms defined in the Agreement shall, unless otherwise defined, have the same meaning when used herein.

We hereby:

1 - Give you notice that we require you to purchase $_____ (the "Investment Amount") in Put Shares; and

2 - Certify that, as of the date hereof, to the best of our knowledge, the conditions set forth in Section 7.2 of the Agreement are satisfied.

Date: _____, 20__

KELVIN MEDICAL, INC.

By:
Name: William Mandel
Title: Chief Executive Officer

EXHIBIT B

FORM OF

CERTIFICATE OF THE CHIEF EXECUTIVE OFFICER

OF

KELVIN MEDICAL, INC.

Pursuant to Section 7.2(m) of that certain Equity Purchase Agreement dated January 22, 2018, (the "Agreement") by and between the Company and PHENIX VENTURES, LLC (the "Investor"), the undersigned, in his capacity as the Chief Executive Officer of KELVIN MEDICAL, INC. (the "Company"), and not in his individual capacity, hereby certifies, as of the date hereof (such date, the "Condition Satisfaction Date"), the following:

1. The representations and warranties of the Company are true and correct in all material respects as of the Condition Satisfaction Date as though made on the Condition Satisfaction Date (except for representations and warranties specifically made as of a particular date) with respect to all periods, and as to all events and circumstances occurring or existing to and including the Condition Satisfaction Date, except for any conditions which have temporarily caused any representations or warranties of the Company set forth in the Agreement to be incorrect and which have been corrected with no continuing impairment to the Company or Investor; and

2. All of the Company's conditions to Closing set forth in Section 7.2 of the Agreement have been satisfied as of the Condition Satisfaction Date.

Capitalized terms used herein shall have the meanings set forth in the Agreement unless otherwise defined herein.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his hand as of the ___ day of _____, 20__.

KELVIN MEDICAL, INC.

By:
Name: William Mandel
Title: Chief Executive Officer

REGISTRATION RIGHTS AGREEMENT

THIS Registration Rights Agreement ("Agreement"), dated January 22, 2018, is made by and between KELVIN MEDICAL, INC., a Nevada corporation ("Company"), and PHENIX VENTURES, LLC, a Wyoming limited liability corporation (the "Investor").

RECITALS

WHEREAS, upon the terms and subject to the conditions of the Equity Purchase Agreement ("Purchase Agreement"), between the Investor and the Company, the Company has agreed to issue and sell to the Investor up to ten million (10,000,000) shares (the "Put Shares") of its common stock, $0.001 par value per share (the "Common Stock") from time to time. for an aggregate investment price of up to Fifteen Million Dollars ($15,000,000) (the "Registered Securities"); and

WHEREAS, to induce the Investor to execute and deliver the Purchase Agreement, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "Securities Act"), and applicable state securities laws with respect to the Registered Securities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investor hereby agree as follows:

1. Definitions.

(a) As used in this Agreement, the following terms shall have the following meaning:

(i) "Subscription Date" means the date of this Agreement.

(ii) "Investor" has the meaning set forth in the preamble to this Agreement.

(iii) "Register," "registered" and "registration" refer to a registration effected by preparing and filing a Registration Statement or Statements in compliance with the Securities Act and pursuant to Rule 415 under the Securities Act or any successor rule providing for offering securities on a delayed or continuous basis ("Rule 415"), and the declaration or ordering of effectiveness of such Registration Statement by the United States Securities and Exchange Commission (the "SEC").

(iv) "Registered Securities" will have the same meaning as set forth in the Purchase Agreement.

(v) "Registration Statement" means the Company's registration statement on Form S-1, or any similar registration statement of the Company filed with SEC under the Securities Act with respect to the Registered Securities.

(vi) "EDGAR" means the SEC's Electronic Data Gathering, Analysis and Retrieval System.

(vii) "Exchange Act" means the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations of the SEC thereunder, all as the same will then be in effect.

(b) Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

2. [RESERVED]

3. Obligation of the Company. In connection with the registration of the Registered Securities, the Company shall do each of the following:

(a) Prepare promptly and file with the SEC, a Registration Statement under Rule 415 with respect to (i) 10,000,000 Put Shares that may be issued pursuant to the Purchase Agreement and (ii) the Company's outstanding common shares to which piggyback registration rights apply, and thereafter use all commercially reasonable efforts to cause such Registration Statement relating to the Registered Securities to become effective within five (5) business days after notice from the Securities and Exchange Commission that such Registration Statement may be declared effective, and keep the Registration Statement effective at all times prior to the termination of the Purchase Agreement until the earliest of (i) the date that is three months after the completion of the last Closing Date under the Purchase Agreement, (ii) the date when the Investor may sell all Registered Securities under Rule 144 without volume limitations, or (iii) the date the Investor no longer owns any of the Registered Securities (collectively, the "Registration Period"), which Registration Statement (including any amendments or supplements, thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(b) Prepare and file with the SEC such amendments (including post-effective amendments) and supplements to the Registration Statement and the prospectus used in connection with the Registration Statement as may be necessary to keep the Registration Statement effective at all times during the Registration Period, and to comply with the provisions of the Securities Act with respect to the disposition of all Registered Securities of the Company covered by the Registration Statement until the expiration of the Registration Period.

(c) With respect to the Registered Securities, permit counsel designated by Investor to review the Registration Statement and all amendments and supplements thereto a reasonable period of time (but not less than two (2) business days) prior to their filing with the SEC, and not file any document in a form to which such counsel reasonably objects.

(d) As promptly as practicable after becoming aware of the following facts, the Company shall notify Investor and Investor's legal counsel identified to the Company and (if requested by any such person) confirm such notice in writing no later than one (1) business day thereafter (i): (A) when a prospectus or any prospectus supplement or post-effective amendment to the Registration Statement is filed; (B) with respect to the Registration Statement or any post-effective amendment, when the same has become effective; (ii) of the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement covering any or all of the Registered Securities or the initiation of any proceedings for that purpose; and (iii) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registered Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose.

(e) Unless available to the Investor without charge through EDGAR, the SEC's website or the Company's website, furnish to Investor, promptly after the same is prepared and publicly distributed, filed with the SEC, or received by the Company, one (1) copy of the Registration Statement, each preliminary prospectus and the prospectus, and each amendment or supplement thereto;

(f) Use all commercially reasonable efforts to (i) register and/or qualify the Registered Securities covered by the Registration Statement under such other securities or blue sky laws of such jurisdictions as the Investor may reasonably request and in which significant volumes of shares of Common Stock are traded, (ii) prepare and file in those jurisdictions such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof at all times during the Registration Period, (iii) take such other actions as may be necessary to maintain such registrations and qualification in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registered Securities for sale in such jurisdictions: provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (A) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(f), (B) subject itself to general taxation in any such jurisdiction, (C) file a general consent to service of process in any such jurisdiction, (D) provide any undertakings that cause more than nominal expense or burden to the Company or (E) make any change in its charter or by-laws or any then existing contracts, which in each case the Board of Directors of the Company determines to be contrary to the best interests of the Company and its stockholders;

(g) As promptly as practicable after becoming aware of such event, notify the Investor of the happening of any event of which the Company has knowledge, as a result of which the prospectus included in the Registration Statement, as then in effect, includes any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading ("Registration Default"), and promptly prepare a supplement or amendment to the Registration Statement or other appropriate filing with the SEC to correct such untrue statement or omission, and take any other commercially reasonable steps to cure the Registration Default, and, unless available to the Investor without charge through EDGAR, the SEC's website or the Company's website, deliver a number of copies of such supplement or amendment to the Investor as the Investor may reasonably request.

(h) [INTENTIONALLY OMITTED];

(i) Comply with Section 6.2 of the Purchase Agreement;

(j) Provide a transfer agent for the Registered Securities not later than the Subscription Date under the Purchase Agreement; and

(k) Take all other commercially reasonable actions necessary to expedite and facilitate distribution to the Investor of the Registered Securities in accordance with the Purchase Agreement.

4. Obligations of the Investor. In connection with the registration of the Registered Securities, the Investor shall have the following obligations;

(a) It shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this Agreement with respect to the Registered Securities of the Investor that the Investor shall timely furnish to the Company such information regarding itself, the Registered Securities held by it, and the intended method of disposition of the Registered Securities held by it, as shall be reasonably required to effect the registration of such Registered Securities and shall timely execute such documents in connection with such registration as the Company may reasonably request.

(b) The Investor by such Investor's acceptance of the Registered Securities agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of the Registration Statement hereunder; and

(c) The Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(d)(ii) or (iii) or 3(g) above, the Investor will immediately discontinue disposition of Registered Securities pursuant to the Registration Statement covering such Registered Securities until the Investor receives the copies of the supplemented or amended prospectus contemplated by Section 3(d)(ii) or (iii) or 3(g) and, if so directed by the Company, the Investor shall deliver to the Company (at the expense of the Company) or destroy (and deliver to the Company a certificate of destruction) all copies in the Investor's possession, of the prospectus covering such Registered Securities current at the time of receipt of such notice.

5. Expenses of Registration. All reasonable expenses incurred in connection with registrations, filings or qualifications pursuant to Section 3 including, without limitation, all registration, listing, and qualifications fees, printers and accounting fees, the fees and disbursements of counsel for the Company shall be borne by the Company.

6. Indemnification. After Registered Securities are included in a Registration Statement under this Agreement:

(a) To the extent permitted by law, the Company will indemnify and hold harmless, the Investor, the directors, if any, of such Investor, the officers, if any, of such Investor, each person, if any, who controls the Investor within the meaning of the Securities Act or the Exchange Act (each, an "Indemnified Person"), against any losses, claims, damages, liabilities or expenses (joint or several) incurred (collectively, "Claims") to which any of them may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any post-effective amendment thereof or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus or contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in the light of the circumstances under which the statements therein were made, not misleading or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation under the Securities Act, the Exchange Act or any state securities law (the matters in the foregoing clauses (i) through (iii) being collectively referred to as "Violations"). Subject to Section 6(b) hereof, the Company shall reimburse the Investor, promptly as such expenses are incurred and are due and payable, for any reasonable legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a) shall not (i) apply to any Claims arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Indemnified Person expressly for use in connection with the preparation of the Registration Statement or any such amendment thereof or supplement thereto, if such prospectus was timely made available by the Company pursuant to Section 3(b) hereof; (ii) with respect to any preliminary prospectus, inure to the benefit of any such person from whom the person asserting any such Claim purchased the Registered Securities that are the subject thereof (or to the benefit of any person controlling such person) if the untrue statement or omission of material fact contained in the preliminary prospectus was corrected in the prospectus, as then amended or supplemented, if such prospectus was timely made available by the Company pursuant to Section 3(b) hereof; (iii) be available to the extent such Claim is based on a failure of the Investor to deliver or cause to be delivered the prospectus made available by the Company; or (iv) apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld. The Investor will indemnify the Company, its officers, directors and agents (including legal counsel) against any claims arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company, by or on behalf of the Investor, expressly for use in connection with the preparation of the Registration Statement, subject to such limitations and conditions set forth in the previous sentence.

(b) Promptly after receipt by an Indemnified Person under this Section 6 of notice of the commencement of any action (including any governmental action), such Indemnified Person shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person, as the case may be; provided, however, that an Indemnified Person shall have the right to retain its own counsel with the reasonable fees and expenses to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person and any other party represented by such counsel in such proceeding. In such event, the Company shall pay for only one separate legal counsel for the Investor selected by the Investor. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action. The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as such expense, loss, damage or liability is incurred and is due and payable.

7. Contribution. To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that (a) no contribution shall be made under circumstances where the maker would not have been liable for indemnification under the fault standards set forth in Section 6; (b) no seller of Registered Securities guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any seller of Registered Securities who was not guilty of such fraudulent misrepresentation; and (c) contribution by any seller of Registered Securities shall be limited in amount to the net amount of proceeds received by such seller from the sale of such Registered Securities.

8. Reports under Exchange Act. With a view to making available to the Investor the benefits of Rule 144 promulgated under the Securities Act or any other similar rule or regulation of the SEC that may at any time permit the Investor to sell securities of the Company to the public without registration ("Rule 144"), the Company agrees to use its commercially reasonable efforts to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act for so long as the Company remains subject to such requirements, and the filing of such reports is required for sales under Rule 144;

(c) furnish to the Investor so long as the Investor owns Registered Securities, promptly upon request, (i) a written statement by the Company that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, (ii) unless available to the Investor without charge through EDGAR, the SEC's website or the Company's website, a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to permit the Investors to sell such securities pursuant to Rule 144 without registration; and

(d) at the request of any Investor of Registered Securities, give its Transfer Agent instructions (supported by an opinion of Investor's counsel, if required or requested by the Transfer Agent) to the effect that, upon the Transfer Agent's receipt from such Investor of:

(i) a certificate (a "Rule 144 Certificate") certifying (A) that such Investor has held the shares of Registered Securities which the Investor proposes to sell (the "Securities Being Sold") for a period of not less than (6) months and (B) as to such other matters as may be appropriate in accordance with Rule 144 under the Securities Act, and

(ii) an opinion of Investor's counsel acceptable to the Company that, based on the Rule 144 Certificate, Securities Being Sold may be sold pursuant to the provisions of Rule 144, even in the absence of an effective Registration Statement, the Transfer Agent is to effect the transfer of the Securities Being Sold and issue to the buyer(s) or transferee(s) thereof one or more stock certificates representing the transferred Securities Being Sold without any restrictive legend and without recording any restrictions on the transferability of such shares on the Transfer Agent's books and records (except to the extent any such legend or restriction results from facts other than the identity of the Investor, as the seller or transferor thereof, or the status, including any relevant legends or restrictions, of the shares of the Securities Being Sold while held by the Investor). If the Transfer Agent requires any additional documentation at the time of the transfer, the Company shall deliver or cause to be delivered all such reasonable additional documentation as may be necessary to effectuate the issuance of a certificate without restrictive legend.

9. Miscellaneous.

(a) Registered Owners. A person or entity is deemed to be a holder of Registered Securities whenever such person or entity owns of record such Registered Securities. If the Company receives conflicting instructions, notices or elections from two or more persons or entities with respect to the same Registered Securities, the Company shall act upon the basis of instructions, notice or election received from the registered owner of such Registered Securities.

(b) Rights Cumulative; Waivers. The rights of each of the parties under this Agreement are cumulative. The rights of each of the parties hereunder shall not be capable of being waived or varied other than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

(c) Benefit; Successors Bound. This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights, and benefits hereof, shall be binding upon, and shall inure to the benefit of, the undersigned parties and their successors.

(d) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. There are no promises, agreements, conditions, undertakings, understandings, warranties, covenants or representations, oral or written, express or implied, between them with respect to this Agreement or the matters described in this Agreement, except as set forth in this Agreement and in the other documentation relating to the transactions contemplated by this Agreement. Any such negotiations, promises, or understandings shall not be used to interpret or constitute this Agreement.

(e) Amendment. Any provision of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and Investor. Any amendment or waiver affected in accordance with this Section 9 shall be binding upon the parties hereto.

(f) Severability. Each part of this Agreement is intended to be severable. In the event that any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision shall be severed or modified to the extent necessary to render it enforceable and as so severed or modified, this Agreement shall continue in full force and effect.

(g) Notices. Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given when personally delivered (by hand, by courier, receipt confirmed, or electronic mail) or sent by certified mail, return receipt requested, properly addressed and with proper postage pre-paid (i) if to the Company, at its executive office and (ii) if to the Investor, at the address set forth under its name in the Purchase Agreement, with a copy to its designated attorney, or at such other address as each such party furnishes by notice given in accordance with this Section 9(g), and shall be effective, when personally delivered, upon receipt and, when so sent by certified mail, five (5) business days after deposit with the United States Postal Service.

(h) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada without regard to the principles of conflicts of law. Each of the Company and Investor hereby submit to the exclusive jurisdiction of the United States Federal and state courts located in Nevada with respect to any dispute arising under this Agreement, the agreements entered into in connection herewith or the transactions contemplated hereby or thereby.

(i) Consents. The person signing this Agreement on behalf of each party hereby represents and warrants that he has the necessary power, consent and authority to execute and deliver this Agreement on behalf of that party.

(j) Further Assurances. In addition to the instruments and documents to be made, executed and delivered pursuant to this Agreement, the parties hereto agree to make, execute and deliver or cause to be made, executed and delivered, to the requesting party such other instruments and to take such other actions as the requesting party may reasonably require to carry out the terms of this Agreement and the transactions contemplated hereby.

(k) Section Headings. The Section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(l) Construction. Unless the context otherwise requires, when used herein, the singular shall be deemed to include the plural, the plural shall be deemed to include each of the singular, and pronouns of one or no gender shall be deemed to include the equivalent pronoun of the other or no gender.

(m) Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. This Agreement, once executed by a party, may be delivered to the other party hereto by electronic mail of a .pdf bearing the signature of the party so delivering this Agreement. An electronic mail of a .pdf of this signed Agreement shall be legal and binding on all parties hereto.

[Remainder of this page intentionally left blank – signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

KELVIN MEDICAL, INC.

By :/s/William Mandel
Name: William Mandel
Title: Chief Executive Officer

PHENIX VENTURES, LLC

By :/s/Gannon Giguiere
Name: Gannon Giguiere
Title: Managing Member