DATED

03 July 2014

SHAREHOLDERS' AGREEMENT

between

PURIFYING ILLUMINATIONS INC

and

DR VLADIMIR VASILENKO

and

ALLIED STANDARD LIMITED

and

JAMES MILLICHAP-MERRICK

THIS AGREEMENT is dated 03 July 2014

PARTIES

(1) Purifying Illuminations Inc, a company having its principal place of business at 17891 McPhail Road, Marintown, Ontario, K0C 1S0, Canada ("Shareholder A").

(2) Allied Standard Limited, a company having its principal place of business at c/o CMS 1301 Bank of America Tower, 12 Harcourt Road, Central, Hong Kong ("Shareholder B").

(3) J Capital, 48 Charles Street, London, W1J 5EN. ("Shareholder C").

(4) Dr Vladimir Vasilenko, (the "Inventor")

BACKGROUND

(A) Vitabeam Limited (the "Company") is a private company limited by shares incorporated and registered in England and Wales with company number 08871663 whose registered office is at 6 Porter Street, London, W1U 6DD. The Company has an issued share capital of £100 divided into 100 ordinary shares of £1 each, all of which are issued and fully paid.

(B) Each Shareholder is the registered owner of the following ordinary shares of £1 each in the capital of the Company:

Shareholder A	51
Shareholder B	24
Shareholder C	25

(C) The Shareholders have agreed to enter into this agreement for the purpose of controlling their activities as shareholders of the Company.

AGREED TERMS

1. INTERPRETATION

Business Day**:**	a day (other than a Saturday, Sunday or public holiday in the United Kingdom) when banks in the City of London are generally open for business.
Commercial Event:	the occurrence of either 1. the sale of the Company's product for an amount not less than $250,000; or 2. the execution of a contract with a third party to exploit one or more sub-licenses granted

by the Company providing for payments to the Company within one year of not less than $250,000.

Continuing Shareholders**:**	has the meaning given in clause 4 and Continuing Shareholder means any of them.
IP Rights:	means any and all intellectual property rights that are relevant to Vitabeam including but not limited to United States Patent 7682641 (2010) and its commercial and practical exploitation together with all modifications and improvements.
Main Funding:	a fundraising triggered by a Commercial Event of at least $250,000 as described in clause 9.2.
Preliminary Funding:	an initial fundraising of $100,000 as described in clause 9.1.
Price Notice**:**	has the meaning given in clause 4
Public Market:	a Recognized Investment Exchange or other regulated market.
Sale Price**:**	the Proposed Sale Price or, following service of a Price Notice, the price per Sale Share determined in accordance with clause 4
Shareholder**:**	each of the parties from time to time to this agreement (including any person who becomes a party by executing a deed of adherence) together with their respective successors, provided that such a person holds no less than 10% of the Company's issued share capital.
Valuers**:**	an independent firm of accountants appointed by the Seller and by the Continuing Shareholders or, in the absence of agreement between them on the identity of the expert or its terms of appointment within 5 Business Days of the expiry of the 10 Business Day period following service of a Price Notice, an independent firm of accountants appointed, and whose terms of appointment are agreed, by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in each case acting as an expert and not as an arbitrator).
Vitabeam	Any product utilising, developed from or based on the Vitabeam® technology.

1.1. Clause headings do not affect the interpretation of this agreement.

1.2. A reference to a person includes a natural person, a corporate or unincorporated body (whether or not having a separate legal personality).

1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.4. A reference to Writing or written includes e-mail when followed by a letter.

1.5. Words in the singular include the plural and in the plural include the singular.

2. BUSINESS OF THE COMPANY

2.1. Each Shareholder shall, for as long as he holds any shares in the capital of the Company, use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the Company) that the business of the Company is carried on in accordance with the objects in the articles of association, as adopted by the Company for the time being.

2.2. Each Shareholder shall use his reasonable endeavours to promote (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the Company) the success of and develop the Business, in each case for the benefit of its shareholders as a whole.

2.3. Each Shareholder shall use his reasonable endeavours to achieve a public listing of the shares of the Company on a Recognised Investment Exchange and shall consider any alternative exit in good faith.

3. MATTERS REQUIRING CONSENT OF THE SHAREHOLDERS

3.1. Each Shareholder shall, for as long as he holds any shares in the capital of the Company, use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the Company) that the Company shall not, without the prior written consent of all Shareholders:

(a) cease to be a private company or change (by whatever means) the nature of the Business; or

(b) amend its articles of association of association; or

(c) change the name of the Company; or

(d) sell, licence or otherwise dispose of the whole or any material part of its undertaking, property, assets, IP Rights, or any interest in them or contract to do so whether or not for valuable consideration; or

(e) do, permit or allow to be done any act or thing whereby the Company may be wound-up, or enter into any compromise or arrangement under the Insolvency Act 1986; or

(f) merge or amalgamate with any other company or undertaking, or acquire directly or indirectly any interest in any shares or other security convertible into shares of any other company, or form or acquire any subsidiary; or

(g) purchase, lease or otherwise acquire assets, or any interests in assets, which in aggregate exceed the value of $50,000; or

(h) enter into any other contract, transaction or arrangement of a value exceeding $50,000; or

(i) borrow any money in excess of $50,000, or create any mortgage, debenture, pledge, lien or other encumbrances over the undertaking or assets of the Company, or factor, assign, discount or otherwise dispose of any book debts or other debts of the Company; or

(j) give any guarantee, make any payment or incur any obligation or act as surety otherwise than in connection with the Company's ordinary business for the time being; or

(k) lend or agree to lend, grant any credit or make any advance to any person otherwise than in the ordinary course of the Business of the Company; or

(l) remove any director appointed by a Shareholder; or

(m) appoint any employee with a remuneration in excess of $50,000; or

(n) hold any meeting of the shareholders or purport to transact any business at such meeting, unless each Shareholder is present, whether in person or by proxy.

3.2. To the extent required, all professional advisors as may be required in the future will be chosen by the Shareholders on the basis of proposals made by Shareholders B and C subject to the consent of Shareholder A, such consent not to be unreasonably withheld or delayed

4. TRANSFER OF SHARES

4.1. No Shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share in the capital of the Company, except as permitted by this agreement or with the prior written consent of all other Shareholders such consent not to be unreasonably withheld or delayed and to the extent that a transferee is a part of a group with the transferring Shareholder or otherwise related to or controlled by no such consent shall be required

4.2. A Shareholder (the "Seller") wishing to transfer shares in the capital of the Company (the "Sale Shares") shall give notice in writing (the "Transfer Notice") to the other parties excluding any Shareholder whose shares are, at the date of the Transfer Notice, the subject of a deemed Transfer Notice (the "Continuing Shareholders") specifying the details of the proposed transfer, including the number of Sale Shares comprised within the Transfer Notice, the identity of the proposed buyer(s), the proposed price for each Sale Share (the "Proposed Sale Price") and each Continuing Shareholder's proportionate entitlement to the Sale Shares, being the same proportion of the Sale Shares as the proportion that the number of ordinary shares held by him bears to the total number of ordinary shares held by the Continuing Shareholders (in respect of each Continuing Shareholder, his "Entitlement").

4.3. The Continuing Shareholders (or any of them) may, by giving notice in writing (the "Price Notice") to the Seller at any time within 10 Business Days of receipt of a Transfer Notice, notify the Seller that the Proposed Sale Price is too high. Following service of a Price Notice, the parties shall endeavour to agree a price for each of the Sale Shares. If the parties have not agreed such a price within 10 Business Days of the Seller's receipt of a Price Notice, they (or any of them) shall immediately instruct the Valuers to determine the Fair Value of each Sale Share.

4.4. If, following delivery to him of the Valuers' written notice the Seller does not agree with Valuers' assessment of the Fair Value of the Sale Shares, he shall be entitled to revoke the Transfer Notice by giving notice in writing to the Continuing Shareholders within 5 Business Days of delivery to him of the Valuers' written notice. If the Seller revokes the Transfer Notice, he is not entitled to transfer the Sale Shares except in accordance with this agreement.

4.5. Within 20 Business Days of receipt (or deemed receipt) of a Transfer Notice or, if later, within 20 Business Days of receipt of the Valuers' determination of the Fair Value (and provided the Seller has not withdrawn the Transfer Notice a Continuing Shareholder shall be entitled (but not obliged) to give notice in writing (the "Acceptance") to the Seller stating that he wishes to purchase his Entitlement to the Sale Shares at the Sale Price. A Continuing Shareholder may, in his Acceptance, indicate that he would be willing to purchase a particular number of Sale Shares in excess of his Entitlement (the "Extra Shares").

4.6. If, on the expiry of the relevant 20 Business Day period the total number of Sale Shares applied for is greater than the available number of Sale Shares, each accepting Continuing Shareholder shall be allocated his Entitlement (or such lesser number of Sale Shares for which he has applied) and applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Continuing Shareholders applying for Extra Shares in such proportions as equal (as nearly as may be) the proportions of all the shares of the same class held by such Continuing Shareholders.

4.7. Completion of those Sale Shares accepted by Continuing Shareholders shall take place in accordance with this clause 4**.**.

4.8. In relation to any Sale Shares not accepted by Continuing Shareholders:

(a) the Seller shall be entitled to transfer those Sale Shares to the third party buyer identified in the Transfer Notice at a price per Sale Share not less than the Sale Price; and

(b) the Seller shall procure that any buyer of Sale Shares that is not, immediately prior to completion of the transfer in question, a party to this agreement shall, at completion, enter into a deed of adherence with the Continuing Shareholders, agreeing to be bound by the terms of this agreement, in such form as the Continuing Shareholders may reasonably require (but not so as to oblige the buyer to have any obligations or liabilities greater than those of the Seller).

5. EVENTS OF DEFAULT

5.1. A Shareholder is deemed to have served a Transfer Notice immediately before any of the following events of default:

(a) his death; or

(b) a bankruptcy order being made against him, or an arrangement or composition being made with his creditors, or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors; or

(c) he fails to remedy a material breach by him of any obligation under this agreement within 15 Business Days of notice to remedy the breach being served by all the other Shareholders.

5.2. The deemed Transfer Notice has the same effect as a Transfer Notice, except that:

(a) the deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the shares and the Sale Price shall be the Fair Value of those shares, determined by the Valuers in accordance with clause;

(b) the Seller does not have a right to withdraw the Transfer Notice following a valuation.

6. COMPLETION OF SHARE PURCHASE

6.1. Completion of the sale and purchase of shares under clauses 4 and 5 of this agreement shall take place 5 Business Days after:

(a) the date of delivery (or deemed date of delivery) of the Transfer Notice to the Continuing Shareholders, unless the Continuing Shareholders (or any of them) have served a Price Notice; or

(b) the date of delivery of determination of the Sale Price.

6.2. At such completion:

(a) the Seller shall deliver, or procure that there is delivered to each Continuing Shareholder who is to purchase Sale Shares, a duly completed stock transfer form transferring the legal and beneficial ownership of the relevant Sale Shares to him, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Continuing Shareholders may reasonably require to show good title to the shares, or to enable him to be registered as the holder of the shares;

(b) each relevant Continuing Shareholder shall deliver or procure that there is delivered to the Seller a bankers' draft made payable to the Seller or to his order for the Sale Price for the Sale Shares being transferred to him (or such other method of payment agreed between a Continuing Shareholder and the Seller); and

(c) if, following a sale of shares in accordance with this agreement, the Seller holds no further shares in the Company:

(i) the Seller shall deliver, or procure that there are delivered to the Company, his resignation as a director of the Company and resignations from any directors appointed by him, such resignations to take effect at completion of the sale of the Sale Shares; and

(ii) the Seller shall automatically cease to be a party to this agreement, but without prejudice to any rights or obligations of the Seller which accrued before such cessation (including, without limitation, his obligations under clauses 4 and 5 which shall survive such cessation), including in respect of any prior breach of this agreement.

6.3. Any transfer of shares by way of a sale under this agreement shall be deemed to include a warranty that the Seller sells the shares with full title guarantee.

6.4. If any Continuing Shareholder fails to pay the Sale Price payable by him on the due date, without prejudice to any other remedy which the Seller may have, the outstanding balance of that Sale Price shall accrue interest at a rate equal to 4% per annnum above the base rate of Barclays Bank from time to time.

6.5. Each of the Continuing Shareholders shall [use his reasonable endeavours to] procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the Company) the registration (subject to due stamping by the Continuing Shareholders) of the transfers of the Sale Shares under this clause 6 and each of them consents to such transfers and registrations.

7. FAIR VALUE

The Fair Value for any Sale Share shall be the price per share determined in writing by the Valuers on the following bases and assumptions:

(a) valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent;

(b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;

(c) the sale is to be on arms' length terms between a willing seller and a willing buyer;

(d) the shares are sold free of all restrictions, liens, charges and other encumbrances; and

(e) the sale is taking place on the date the Valuers were requested to determine the Fair Value.

8. ISSUE OF FURTHER SHARES

8.1. If the Company determines to issue further shares, each of the Shareholders shall use its reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the Company) that the Company offers, by giving written notice to each respective Shareholder, that proportion of the shares proposed to be issued which the number of ordinary shares held by that Shareholder bears to the total number of ordinary shares in issue at the time the Company gives its notice. Such offer shall state the number of shares to be issued and the price of the shares.

8.2. Each Shareholder may accept the offer by giving notice to the Company, at any time within 10 Business Days following the Company's notice, accompanied by a banker's draft made payable to the Company in respect of full payment for the shares to be subscribed for.

8.3. Any shares referred to in the Company's offer, for which the Shareholders do not subscribe, may be issued by the Company as it thinks fit, provided that any such issue is completed within 10 Business Days after the Company's notice of the offer.

9. FUNDRAISING

9.1. The Shareholders agree to undertake the Preliminary Funding and agree to collaborate for that purpose to raise up to $100,000 based on a valuation of $2,500,000.

9.2. On the occurrence of a Commercial Event each Shareholder shall use his reasonable endeavours to effect the Main Funding for the development of the Company and its business of not less than $250,000 based on a valuation of not less than $2,500,000.

9.3. The Shareholders agree to a subsequent fundraising of an amount to be agreed and based upon a valuation to be agreed.

10. USE OF PROCEEDS

10.1. Funds received from the Preliminary Funding will be used as follows:

(a) The first 50% of any funds received will be paid to the Inventor as follows; $35,000 will be paid to the Inventor as an advance on the remuneration provided for in clause 11.3 below. The $35,000 may be paid in tranches as investment funds are closed with investors, for example for each $25,000 received, $12,500 will be transferred to the Inventor, at least one tranche to be paid in each of the months following execution of the agreement.

(b) In receipt of funds in excess of $70,000, whereby 50% has been paid to the Inventor, then all excess funds will be applied to general corporate costs and expenses of the company specific to the short term strategy for sales in the US market. For Preliminary Funding this ensures the company has $65,000 for working capital.

10.2. The remainder to the Company.

11. EMPLOYMENT AND DIRECTORSHIPS

11.1. If a Shareholder sells or disposes of all or part of his shares in the Company so that, following completion of the relevant sale or disposal he holds less than 10% in nominal value of the issued ordinary share capital for the time being of the Company, he shall immediately resign any office and employment with the Company.

11.2. Each Shareholder shall be entitled to appoint a director to the Company's board of directors and two further directors will be appointed by agreement.

11.3. On the occurrence of either a Commercial Event or the Main Funding service contracts with the following will be entered into:

(a) Dr Vladimir Vasilenko at a salary of $105,000 per year for a term of three years

(b) James Millichap-Merrick at a salary of $105,000 per year for a term of three years

(c) Jodie Hamlin at a salary of $48,000 per year for a term of three years.

12. GUARANTEE

The Inventor guarantees the performance of Shareholder A in accordance with the terms of this agreement.

13. TERMINATION

13.1. This agreement shall terminate immediately upon the occurrence of any of the following events:

(a) the passing of a resolution for the winding up of the Company; or

(b) the appointment of a receiver, administrator or administrative receiver over the whole or any part of the assets of the Company or the making of any arrangement with a material creditors of the Company for the affairs, business and property of the Company to be managed by a supervisor; or

(c) the Shareholders ceasing to hold 50% or more of the Company's issued share capital; or

(d) the Company issuing shares on a Public Market.

13.2. Termination of this agreement shall be without prejudice to the rights or obligations of any Shareholder accrued prior to such termination, or under any provision which is expressly stated not to be affected by such termination including in respect of any prior breach of this agreement.

13.3. Following the passing of a resolution for the winding-up of the Company, the Shareholders shall endeavour to agree a suitable basis for dealing with the interests and assets of the Company and shall endeavour to ensure that:

(a) all existing contracts of the Company are performed so far as resources permit;

(b) no new contractual obligations are entered into by the Company; and

(c) the Company is wound up as soon as practicable.

13.4. The following provisions of this agreement remain in full force after termination:

(a) this clause 13;

(b) Clause 15 (No partnership);

(c) Clause 16 (Confidentiality);

(d) Clause 17 (Notices);

(e) Clause 21 (Costs and expenses);

(f) Clause 22 (Whole agreement); and

(g) Clause 25 (Governing law and jurisdiction).

14. STATUS OF THIS AGREEMENT AND THE PARTIES' OBLIGATIONS

14.1 Each Shareholder shall exercise all voting rights and other powers of control lawfully available to him as a shareholder of the Company so as to procure that, at all times during the term of this agreement, the provisions of this agreement are duly and promptly observed and given full force and effect according to its spirit and intention.

14.2 If any provisions of the articles of association of the Company at any time conflict with any provisions of this agreement, this agreement shall prevail as between the parties to it and each of the Shareholders shall, whenever necessary, exercise all voting and other rights and powers lawfully available to him as a shareholder of the Company so as to procure the amendment, waiver or suspension of the relevant provision of the articles of association to the extent necessary to permit the Company and its affairs to be administered as provided in this agreement.

15. NO PARTNERSHIP

The Shareholders are not in partnership with each other, nor are they agents of each other.

16. CONFIDENTIALITY

Each Shareholder undertakes that he shall not at any time after the date of this agreement (or, if later, the date he became a party to it) use, divulge or communicate to any person (except to his professional representatives or advisers or as may be required by law or any legal or regulatory authority) any confidential information concerning the terms of this agreement, the business or affairs of the other Shareholders or the Company which may have (or may in future) come to his knowledge, and each of the Shareholders shall use his reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

17. NOTICES

17.1 Any notice given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class post or recorded delivery post. A notice delivered by hand is deemed to have been received when delivered (or if delivery is not in business hours, 9.00 am on the first Business Day following delivery). A notice sent by pre-paid first class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

17.2 The addresses for service of notices are:

(a) Shareholder A and the Inventor:

(i) Address: 17891 McPhail Road, Marintown, Ontario, K0C 1S0, Canada

(ii) For the attention of: Dr Vladimir Vasilenko

(b) Shareholder B:

(i) Address: 6 Porter Street, London, W1U 6DD

(ii) For the attention of: Andrew Greystoke

(c) Shareholder C:

(i) Address: 48 Charles Street, Mayfair, London, W1J 5EN, United Kingdom

(ii) For the attention of: James Millichap-Merrick

18. SEVERANCE

18.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19. VARIATION AND WAIVER

19.1 Any variation of this agreement shall be in writing and signed by or on behalf of all the parties for the time being.

19.2 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19.3 Unless specifically provided otherwise, rights and remedies arising under this agreement are cumulative and do not exclude rights and remedies provided by law.

20. ASSIGNMENT

20.1 No person may assign, or grant any encumbrance over, or deal in any way with, any of his rights under this agreement or any document referred to in it, or purport to do any of the same, without, in each case, the prior written consent of all the Shareholders for the time being (such consent not to be unreasonably conditioned, withheld or delayed).

20.2 Each person that has rights under this agreement is acting on his own behalf.

21. COSTS AND EXPENSES

Each Shareholder shall pay the costs relating to the negotiation, preparation, execution and implementation by him of this agreement in the same proportion which his shares in the Company bears to the total number of shares in the Company held by all Shareholders.

22. ENTIRE AGREEMENT

22.1 This agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

22.2 Each party acknowledges that, in entering into this agreement, he does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty of any person other than as expressly set out in this agreement or those documents.

22.3 Nothing in this clause 22 operates to limit or exclude any liability for fraud.

23. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

24. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of that agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

25. GOVERNING LAW AND JURISDICTION

25.1 This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.

25.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by/on behalf of Purifying Illuminations Inc/

Signed by/on behalf of Allied Standard Limited

Signed by James Millichap-Merrick

Signed by Vladimir Vasilenko

Date: 04 July, 2014