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

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event Reported): December 2, 2019

**ZOMEDICA PHARMACEUTICALS CORP.**

*(Exact Name of Registrant as Specified in Charter)*

**Alberta, Canada**  
*(State or Other Jurisdiction of Incorporation)*

**001-38298**  
*(Commission File Number)*

**N/A**  
*(I.R.S. Employer Identification Number)*

**100 Phoenix Drive, Suite 190, Ann Arbor, Michigan**  
*(Address of Principal Executive Offices)*

**48108**  
*(Zip Code)*

Registrant's telephone number, including area code: **(734) 369-2555**

**Not Applicable**

*(Former name or former address, if changed since last report)*

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). Emerging growth company

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 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, without par value	ZOM	NYSE American

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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On December 2, 2019, Gerald Solensky, Jr. has resigned as Chief Executive Officer, Chairman and a Director of Zomedica Pharmaceuticals Corp. (the "Company" or "Zomedica"). A copy of Mr. Solensky's resignation letter is attached as Exhibit 17.1 to this Form 8-K.

Mr. Solensky did not express any disagreements with the operations, policies or practices of the Company on any matters.

In connection with his resignation, Mr. Solensky entered into a separation agreement with the Company as well as a cooperation agreement. Mr. Solensky will also continue as a consultant to the Company's operating subsidiary, Zomedica Pharmaceuticals, Inc.

Shameze Rampertab, Chief Financial Officer, will act as interim CEO until a replacement is found.

Additionally, Dr. Johnny D. Powers, currently a director of the Company, will be named as Strategic Advisor and will provide day-to-day strategic oversight and management guidance to Mr. Rampertab.

**Shameze Rampertab** has been the Company's Chief Financial Officer since March 2016. In April 2016, he took on the roles of Corporate Secretary and Director. Mr. Rampertab acted as an independent consultant for a number of companies, including us, in respect of which he provided general financial advisory and accounting services prior to his appointment as Chief Financial Officer, from November 2015 to March 2016. He was the Chief Financial Officer of multiple publicly-traded health care companies including Profound Medical Corp. from October 2014 to November 2015 and Intellipharmaceutics International Inc. from October 2010 to October 2014. Mr. Rampertab is a chartered professional accountant and chartered accountant with twenty years of experience in capital markets, strategic planning and analysis. He holds an MBA from McMaster University and a Bachelor's degree in molecular genetics and molecular biology from the University of Toronto.

**Johnny D. Powers** has been a Director since August 2019. Dr. Powers has over 30 years of experience in the medical diagnostics industry, including over seven years of experience in veterinary healthcare as a senior executive at IDEXX Laboratories. Dr. Powers was Executive Vice President of IDEXX from 2012 until 2016, overseeing multiple business units, including IDEXX Reference Labs, Telemedicine Services, Rapid Assay Point-of-Care Products, Bioresearch and Worldwide Operations. Dr. Powers holds a bachelor's degree in chemistry from Wake Forest University, an M.S. in chemical engineering from Clemson University, an M.B.A. from the Duke University Fuqua School of Business and a Ph.D. in biochemical engineering from North Carolina State University.

As mentioned above, the Company has entered into a separation agreement with Mr. Solensky which provides for severance payments to Mr. Solensky in an amount consistent with the terms of his employment agreement. Payments are expected to be made in two tranches on or before mid-January 2020. The Company has also entered into a cooperation agreement (the "**Cooperation Agreement**") with Mr. Solensky as a significant shareholder of Zomedica (approximately 37% of the outstanding common shares as of the date hereof). The Cooperation Agreement includes the following provisions:

- A restriction on the ability of Mr. Solensky to sell his common shares of Zomedica, subject to permitted exceptions. Exceptions include certain transfers to Equidebt LLC, which has a credit facility with Zomedica, and a transfer process whereby Zomedica is permitted to designate a proposed purchaser of any shares that Mr. Solensky intends to sell.

- A commitment to vote his common shares in support of matters proposed by the Board of Directors at shareholder meetings, including directors proposed for election by the Board.

- Certain restrictions in relation to actions as shareholder, including supporting any person who intends to contest the election of directors of Zomedica or making any proposal in respect of a merger transaction.

The Cooperation Agreement has a term that expires on the second annual shareholder meeting of Zomedica, subject to early termination if Mr. Solensky ceases to own 10% of the outstanding common shares of Zomedica.

**Item 7.01. Regulation FD Disclosure.**

Press Release

The information in this Item 7.01 of this Current Report is furnished pursuant to Item 7.01 and shall not be deemed "filed" for any purpose, including for the purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that Section. The information in this Current Report on Form 8-K shall not be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act regardless of any general incorporation language in such filing.

On December 3, 2019, the Company issued a press release. A copy of the press release is attached hereto as Exhibit 99.1.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

The following exhibit is furnished herewith, and this list is intended to constitute the exhibit index:

[10.1 Separation Agreement between the Company and Gerald Solensky, Jr. dated December 2, 2019](#)

[10.2 Cooperation Agreement between the Company and Gerald Solensky, Jr. dated December 2, 2019](#)

[10.3 Consulting Agreement among the Company, Zomedica Pharmaceuticals, Inc. and Gerald Solensky, Jr. dated December 2, 2019](#)

[17.1 Resignation Letter of Gerald Solensky, Jr.](#)

[99.1 Press Release, dated December 3, 2019.](#)

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**ZOMEDICA PHARMACEUTICALS CORP.**

Date: December 3, 2019

By: /s/ Shameze Rampertab

Name: Shameze Rampertab

Title: Chief Financial Officer and Interim CEO

**SEPARATION AGREEMENT**

**THIS AGREEMENT** dated as of December 2, 2019 ("Agreement") is made by and between Zomedica Pharmaceuticals Corp. (the "Company") and Gerald L. Solensky, Jr. ("Executive").

WHEREAS, Executive and the Company are parties to an Employment Agreement dated as of December 1, 2016, as amended (the "Employment Agreement"), and

WHEREAS, the parties wish to enter into this Agreement regarding their separation, subject to the execution of (1) the concurrent Cooperation Agreement (the "Cooperation Agreement") and (2) the Consulting Agreement of even date (the "Consulting Agreement", together with this Agreement and the Cooperation Agreement, the "Separation Documents").

ACCORDINGLY, in consideration of the execution and delivery of this Agreement and the compliance with the promises made herein, the parties agree that the precatory clauses above are incorporated herein and further agree as follows:

1. Last Day of Employment. Executive's last day of employment is December 2, 2019.
  2. Severance. Upon expiration of the revocation period set forth in paragraph 11(b) (such expiration referenced herein as the "Effective Date"), the Company shall pay Executive severance in the total amount of \$325,000, less applicable taxes and withholding. This severance payment shall be made in two equal installments of \$162,500 each (less applicable taxes and withholding) payable on or before December 5, 2019 and on or before January 6, 2020, provided, however, that if the revocation period set forth in paragraph 11(b) has not expired before December 5, 2019, then the first payment shall be made three business days after the Effective Date.
  3. Survival of Company Indemnification Obligations. All obligations of the Company to indemnify and defend Executive, and advance fees, costs and expenses to Executive, in each case pursuant to Article 17 of the Employment Agreement, shall survive in accordance with such Article 17. The Company shall not take any action that would terminate or limit the Company's obligations to indemnify Executive, including without limitation by amending its bylaws.
  4. COBRA Benefits. If Executive properly and timely elects to continue medical coverage in accordance with the continuation requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), then, upon expiration of the revocation period set forth in paragraph 11(b), the Company shall pay for its share of the cost of the premium for such coverage through April 30, 2020 at the same rate as it currently pays for its share of the cost of Executive's current medical coverage premium. The Company shall pay half of the total amount payable under this paragraph to Executive with the first installment payment set forth in paragraph 2 and half with the second installment payment set forth in paragraph 2.
  5. Car Allowance. Upon expiration of the revocation period set forth in paragraph 11(b), the Company shall continue to pay the Car Allowance specified in Article 5.3 of the Employment Agreement through April 30, 2020 at the same rate and amounts as it currently pays under Article 5.3 of the Employment Agreement. The Company shall pay half of the total amount payable under this paragraph to Executive with the first installment payment set forth in paragraph 2 and half with the second installment payment set forth in paragraph 2.
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6. Removal of Executive's Guarantee of Company Obligations. The Company shall cooperate with Executive and use reasonable business efforts to have the Executive removed as a guarantor of the Company's obligations to Equidebt LLC ("Equidebt") pursuant to the Guaranty Agreement between Executive and Equidebt dated as of October 17, 2017 (the "Guaranty"). The Company agrees to indemnify, defend, and hold harmless the Executive for Executive's obligations to Equidebt under the Guaranty, including attorneys' fees and costs.

7. Cooperation Agreement. Concurrent with execution of this Agreement, the Company and the Executive shall enter into a Cooperation Agreement substantially in the form attached hereto as Exhibit A. Executive agrees and understands that his receipt of the benefits specified in paragraphs 2-6 above are contingent on his execution of and compliance with the Cooperation Agreement. The Company agrees and understands that its failure to perform all obligations set forth in this Separation Agreement, including failure to make any payments hereunder as and when due in accordance with the terms of this Agreement, will result in automatic termination and voiding of the Cooperation Agreement, *ab initio*, provided, however, that Executive shall first provide written notice to the Company of any failure to perform an obligation set forth in this Separation Agreement and the Company shall have 14 days from receipt of the notice to cure any such failure.

8. Consulting Agreement; Options. Concurrent with execution of this Agreement, the Company and the Executive shall enter into a Consulting Agreement substantially in the form attached hereto as Exhibit B. The Consulting Agreement shall not be terminated unilaterally by either party prior to December 21, 2020, and the Company shall not otherwise take any action that would result in acceleration of the exercise period of Executive's options prior to December 21, 2020.

9. Mutual General Release of Claims.

(a) In consideration for the promises herein, including the Company's making the payments in paragraph 2 and providing the additional benefits in paragraphs 4-6, each Party knowingly and voluntarily releases and forever discharges the other Party and its parent, subsidiaries, and affiliates (including Zomedica Pharmaceuticals, Inc.) and their directors, officers, employees, agents and plan fiduciaries and all related persons (each in his individual and official capacities), heirs, successors and assigns (all of the foregoing in relation to a Party, collectively the "Releasees") of and from any and all claims, actions, causes of action, suits, countersuits, debts, dues, sums of money, accounts, reckoning, bonds, bills, indebtedness, obligations, covenants, unwritten contracts, controversies, promises, variances, trespasses, damages, judgments, extents, executions, losses, expenses, fees, and demands whatsoever ("Claims"), in law or equity, known or unknown, anticipated, unanticipated, disclosed or undisclosed, which the Party has or may have against the other Party or the applicable Releasees as of the date of the signing and delivery of this Agreement (collectively, "Released Claims"); provided, that none of the following shall constitute Released Claims: (i) any rights or obligations of any Party pursuant to any Separation Document; (ii) any rights of Executive to indemnification from or by the Company or its insurers, including without limitation as set forth in paragraph 3 hereof; and (iii) Claims by the Company relating to fraud or breach of fiduciary duty, provided, however, that if the Company brings a cause of action against Executive for fraud or breach of fiduciary duty in a litigation, arbitration or similar proceeding, then both Parties' releases set forth in this paragraph 9 are null and void *ab initio*.

(b) The Claims hereby released by Executive include, without limitation, any and all claims arising out of or in any way connected with the employment by the Company of Executive. Such Claims shall include, but not be limited to, any alleged claim under or alleged violation of the following laws (as they may have been amended) or other law, policy, contract or cause of action: (1) the National Labor Relations Act; (2) Title VII of the Civil Rights Act of 1964, Section 1981 through 1988 of Title 42 of the United States Code, and the Civil Rights Act of 1991; (3) Employee Retirement Income Security Act of 1974; (4) the Age Discrimination in Employment Act of 1967; (5) the Americans with Disabilities Act of 1990; (6) the Fair Labor Standards Act; (7) the Federal Occupational Safety and Health Act; (8) the Family and Medical Leave Act of 1993; (9) any and all other federal, state or local civil or human rights laws; (10) any local, state or federal law, rule, regulation or ordinance, and/or public policy, contract, including, without limitation, any collective bargaining agreement, or tort or common law, having any bearing whatsoever, or based upon any matter or conduct, including, without limitation, any matter or conduct involving the terms and conditions (including, without limitation, with respect to compensation and benefits) of Executive's employment with, or cessation of employment with, the Company, which claim, with respect to any of the foregoing, Executive now has or shall have as of the date of this Agreement; and (11) any claim for costs, fees, or other expenses including, without limitation, attorney's fees, incurred in any of the foregoing matters. Notwithstanding the foregoing, Executive does not waive any rights Executive may have to file or collect unemployment benefits, to file a charge or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC") or other government agency, or to seek any rights under COBRA, if applicable.

10 . Knowing Waiver of Age Claim. Among the claims listed above, Executive freely and knowingly waives any and all claims against the Company Releasees for age discrimination under the Age Discrimination in Employment Act of 1967, as amended.

11. Conditions of Effectiveness of this Agreement.

(a) Waiver of Age Discrimination in Employment Act Claims. Executive acknowledges and agrees that Executive has been offered a period of up to twenty-one days to review this Agreement with any attorneys, financial advisors or immediate family members, that Executive has been advised by the Company to do so, and to the extent Executive desires, has done so, that Executive has used the full twenty-one day period for such review or has voluntarily chosen to execute this Agreement before the end thereof, that Executive has read and understood the release provided herein and that Executive has knowingly and voluntarily agreed to all the terms of this Agreement and that Executive has signed this Agreement voluntarily without any coercion.

(b) Revocation. Executive has seven (7) days following the date upon which Executive signs and delivers this Agreement to the Company to revoke acceptance of the Agreement, except that the revocation shall be effective only if it is made in writing addressed to the Company and includes the statement: "I hereby revoke my acceptance of our Agreement," and such written revocation is delivered to the Company by hand, registered mail, certified mail (return receipt requested) or overnight mail at 100 Phoenix Drive, Suite 190, Ann Arbor, Michigan 48108, Attn: Jeffrey Rowe.

12. Non-disparagement. The parties agree not to make or publish any statement or take any action intended to defame, disparage, humiliate, embarrass, or discredit each other or any of the other applicable Releases, their management, or their practices. Executive further agrees not to take any action that would disrupt or impair the Company's operations; provided, that this provision shall not limit or prohibit a party from taking any action required by the Separation Documents or to enforce the terms of any Separation Document.

13. Reasons for Termination. The parties agree that they will in all public statements refer to the termination of Executive's employment and the reasons therefor in a manner consistent with the press release issued in connection such termination.

14. Governing Law and Interpretation; Venue. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict-of-laws principles. Except as provided in paragraph 15, any and all disputes relating to or arising out of this Agreement, Executive's employment with the Company or the termination of that employment shall be brought solely and exclusively in the federal or state courts located in Michigan.

15. Binding Arbitration. Subject to the remainder of this paragraph, the Company and Executive expressly agree that any dispute arising out of or relating to this Agreement, Executive's employment with the Company or the termination of Executive's employment with the Company shall be resolved solely and exclusively through binding arbitration. Any such arbitration shall take place in the federal judicial district where the Executive principally worked for the Company. Any such arbitration shall be conducted before a panel of three professional arbitrators. One arbitrator shall be selected by the Company, one arbitrator shall be selected by the Executive, and one arbitrator shall be selected by mutual agreement of the Company and the Executive, provided, however, that if the Company and the Executive cannot agree on a third arbitrator, then the other arbitrators shall jointly select the third arbitrator. The arbitration will take place under the JAMS rules of employment arbitration. The majority of the arbitrators shall have sole, exclusive and binding authority to issue an arbitral decision (the "Award") regarding any disputes. The parties agree that an Award may be enforced in any court of competent jurisdiction. Nothing here shall prevent a party from seeking injunctive or other emergency relief from a court. In the event that a dispute relates to or also involves any other Separation Document, such dispute shall be resolved in accordance with the dispute resolution mechanism specified in this paragraph.

16. No Actions. Each Party represents that it has not commenced, maintained, prosecuted or participated in any action, charge, complaint or proceeding of any kind (on his/its own behalf and/or on behalf of any other person and/or on behalf of or as a member of any alleged class of persons) that is pending in any court, or before any administrative or investigative body or agency (whether public, quasi-public, or private) against or involving the other Party or any of his/its affiliates, including for the Company Zomedica Pharmaceuticals, Inc. Each Party represents that it is not aware of or participating in any effort by any person or entity to assert any action, charge, complaint or proceeding of any kind, whether in court or before an administrative body or agency (whether public, quasi-public, or private), against or involving the other Party or any of his/its affiliates, including for the Company Zomedica Pharmaceuticals, Inc.

17. Confidentiality. The parties represent and agree that they will keep the negotiations surrounding this Agreement confidential, and that they will not hereafter disclose (except as required by law) any information concerning the negotiations of this Agreement to any person other than their attorneys and financial or tax advisors or, in the case of the Executive, Executive's immediate family, provided each is informed of and agrees in advance to be bound by this confidentiality provision; provided further that all parties acknowledge and agree that if applicable law requires the filing of this Agreement with the Securities and Exchange Commission ("SEC"), then no confidentiality obligation is imposed relating to any information the Company files with the SEC. Nothing in this Agreement prevents or precludes Executive from cooperating with any inquiry by the SEC or any other regulatory agency or body. Notwithstanding the foregoing, each Party acknowledges and agrees that a copy of this Agreement and the other Separation Documents may be provided to Equidebt or its affiliates, provided that Equidebt, for itself and its affiliates, agrees to maintain any such document in confidence if that document has not been publicly filed.

18. Representations and Warranties. Each Party hereby represents and warrants to the other that (a) in the case of a Party that is not a natural person, (i) such Party has all necessary power and authority to enter into this Agreement and the other Separation Documents and (ii) and the entry into and performance of its obligations under this Agreement and the other Separation Documents has been duly and validly authorized by such Party; (b) this Agreement and the other Separation Documents constitute legal, valid and binding obligations of such Party, enforceable in accordance with their respective terms; and (c) the entry into this Agreement and the other Separation Documents and the performance of the transactions described therein does not conflict with any other agreement or legal obligation to which such Party or its Releasees are subject.

19. Entire Agreement: Amendment. This Agreement, together with the other Separation Documents, sets forth the entire agreement between the Company and Executive with respect to this Agreement's and the other Separation Document's subject matter and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations and warranties between the parties with respect thereto. Notwithstanding anything herein to the contrary, nothing in this Agreement or any other Separation Document supersedes any provisions of the Employment Agreement that survive termination of the Employment Agreement or termination of Executive's employment with the Company, including Articles 10-13 of the Employment Agreement.

20. Return of Company Property. Executive represents that Executive will return to the Company, no later than Friday, December 6, 2019, all documents, information, property and equipment of any kind of the Company or any of its affiliates, including Zomedica Pharmaceuticals, Inc., in Executive's possession or control. This includes computer equipment (hardware and software), telephones and other communications devices, credit cards, office keys, security access cards, badges, identification cards and all copies (including drafts) of any documentation or information (however stored), relating to the business of the Company, its affiliates its clients or prospective clients. Executive represents that Executive will have, by the same date, permanently and irrevocably deleted any computer or electronic files, tapes, or any other electronic media containing any Company or affiliate information or documents, including client information. In addition, Executive represents that Executive does not have any Company or affiliate documents, information or property on any computer Executive has used (excluding those at the Company's offices). Notwithstanding anything herein to the contrary, for so long as Executive is a shareholder or director of the Company, Executive may possess those Company documents that are distributed by the Company to other shareholders or directors, respectively. Executive shall provide a signed, written certification to the Company no later than Friday, December 6, 2019 certifying that he has complied with the provisions of this paragraph.

21. Return of Executive's Property. The Executive shall arrange for a mutually agreeable third party to remove by December 31, 2019 at Executive's expense all personal possessions of Executive remaining on Company premises or otherwise in the Company's possession or control. The Company shall reasonably cooperate with the Executive in arranging for the removal of Executive's personal possessions.

22. Negotiated Agreement. This Agreement together with the other Separation Documents amicably resolves any issues between the parties, and they agree that this Agreement and its accompanying exhibit agreements shall neither be interpreted nor construed as an admission of any wrongdoing or liability on the part of the Company or the Executive and that neither party shall be considered the primary drafter of this Agreement or its accompanying exhibit agreements.

23. Acknowledgement. The parties hereby acknowledge that they have read this Agreement, have had an adequate opportunity to review its terms and have been advised to consult with legal counsel before signing this Agreement. They further acknowledge that they understand this Agreement's terms and consequences and are executing it freely and voluntarily.

24. Binding. This Agreement shall be binding upon and inure to the benefit of Executive and the Company, and their respective heirs, administrators, successors and assigns.

25. Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Facsimile and electronic counterpart signatures on this Agreement shall be valid and binding.

26. Attorneys' Fees. Within 10 business days of Executive providing the Company with copies of invoices from Executive's attorneys, the Company shall reimburse the Executive for reasonable attorneys' fees incurred in connection with this Agreement and the transactions contemplated hereby, including any public filings made by Executive at or shortly after the Effective Date, up to a maximum of \$10,000. All invoices provided pursuant to this paragraph shall contain sufficient detail to allow the Company to confirm that the fees incurred are reimbursable pursuant to this paragraph.

The Company and Executive have read and fully considered this Agreement, and both have elected to sign this Agreement, to deliver a copy to each other, to fulfill the promises set forth in this Agreement, and to receive the benefits of the promises set forth in this Agreement. Therefore, the Company and Executive now knowingly and voluntarily sign this Agreement on the date set forth below.

Zomedica Pharmaceuticals Corp.

By: /s/Jeffrey Rowe

Title: Chairman of the Board

/s/Gerald L. Solensky, Jr.  
Gerald L. Solensky, Jr.

## COOPERATION AGREEMENT

**THIS COOPERATION AGREEMENT** (this "Agreement"), dated as of December 2, 2019 (the "Effective Date"), is made by and between Zomedica Pharmaceuticals Corp. (the "Company") and Gerald L. Solensky Jr. ("Executive") (collectively, the "Parties" and each, a "Party").

**WHEREAS**, the Parties entered into a Separation Agreement of even date (the "Separation Agreement"),

**WHEREAS**, the Company's Board of Directors (the "Board") may from time to time hereafter call a meeting of stockholders, whether special or annual (any such meeting, together with any adjournments, postponements or continuations thereof, a "Meeting").

**WHEREAS**, the Parties wish to enter into this Agreement to address certain matters, including in connection with the Executive's ownership of common shares of the Company (the "common shares") and the voting of common shares at Meetings, in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Beneficial Ownership. Executive hereby represents and warrants to the Company that as of the date hereof (i) he beneficially owns, or exercises control or direction over, the number of common shares set forth on Schedule 1, (ii) except as disclosed in such Schedule 1, and except for the Excluded Shares (as defined below), Executive does not have beneficial ownership of, or exercise control or direction over, any common shares or other securities of the Company, and (iii) other than this Agreement and in the case of the Excluded Shares, he is not a party to any agreement, arrangement or understanding with any other person or entity in connection with the holding, voting or disposition of common shares. The "Excluded Shares" means of the 12,000,000 common shares, which Executive is currently in discussions with Equidebt LLC ("Equidebt") to sell to Equidebt or an Affiliate thereof, those that are actually sold to Equidebt or its Affiliates.
2. Restrictions on Transfer. Notwithstanding anything to the contrary in the Agreement, Executive shall not, during the Term (as hereinafter defined), directly or indirectly, sell, transfer, pledge, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, transfer the economic risk of ownership of, or otherwise dispose of (each, a "Transfer" and related terms such as "Transferred" shall have similar meanings) any securities of the Company (other than the Excluded Shares) except:
  - (i) to the Company;
  - (ii) in response to a bona fide public tender offer or exchange offer subject to Regulation 14D or Rule 13e-3 of the rules promulgated under the Exchange Act by the United States Securities and Exchange Commission, for cash or other consideration, which is made by or on behalf of the Company;
  - (iii) in connection with an Extraordinary Transaction (as hereinafter defined) involving the Company that has been approved by the Board;
  - (iv) to an Affiliate (as hereinafter defined) of Executive in one or more transactions, so long as prior to or concurrent with any such Transfer such Affiliate agrees in writing to be bound by the terms of this Agreement, and the Company is notified in advance and received a copy of such agreement;
  - (v) in connection with the pledge of any common shares to Equidebt or any Affiliate thereof, or any foreclosure thereon or otherwise in respect of any settlement thereof; or
  - (vi) in accordance with the provisions of Section 3.

3. Third Party Sales.

- (i) During the term of this Agreement, if Executive wishes to Transfer, in the aggregate, in one transaction or a series of related transactions, more than 1% of the then issued and outstanding common shares (other than a proposed sale to a person that is permitted under Section 2) ("Proposed Private Sale") then:
- (a) prior to conducting any marketing efforts to Transfer such common shares, Executive shall give written notice to Company of the Proposed Private Sale (the "Proposed Private Sale Notice"), which Proposed Private Sale Notice shall contain the total number of common shares proposed to be sold pursuant to the Proposed Private Sale, and the proposed purchase price, which must be payable in cash in United States dollars;
  - (b) Company shall have the right to name, by notice in writing to Executive (the " Purchaser Notice") within ten (10) Business Days following delivery of the Proposed Private Sale Notice (the "Proposed Private Sale Period"), one or more purchasers (each, a "Private Sale Purchaser") who are capable of closing, and willing to close, the Proposed Private Sale within thirty calendar days after the delivery of the Purchaser Notice by Company; provided that if the Transfer pursuant to the Proposed Private Sale Purchaser pursuant to the Purchaser Notice constitutes a "take-over bid" under applicable Canadian securities laws, the proposed Transfer as described in the Purchaser Notice must be an exempt take-over bid as provided in Part 4 of National Instrument 62-104 of the Canadian Securities Administrators ("NI 62-104") otherwise the Proposed Private Sale Notice shall be ineffective;
  - (c) Executive shall in good faith negotiate with one or more of the Private Sale Purchasers the transaction terms for the Proposed Private Sale as soon as reasonably practicable following delivery of the Purchaser Notice by Company; and
  - (d) in the event that a Purchaser Notice is delivered by Executive, and Executive and one or more Private Sale Purchasers agree on terms of sale pursuant to Section 3(i)(c), Executive shall be required to complete the Proposed Private Sale with the Private Sale Purchaser(s).
- (ii) In the event that Company fails to identify a Private Sale Purchaser within the Proposed Private Sale Period, or Executive, acting reasonably, is unable to agree to transaction terms with the Private Sale Purchaser within thirty calendar days of receipt of the Purchaser Notice, then Executive may Transfer the common shares that were the subject of the applicable Proposed Private Sale Notice for a price and other terms that are not more favourable to the purchaser than as provided in the Proposed Private Sale Notice, provided that if Executive does not complete the Proposed Private Sale within sixty days of the date of the Proposed Private Sale Notice, the provisions of Sections 2 and 3 shall again apply to the subject common shares.

4. Voting. Executive shall: (i) vote all common shares he beneficially owns, or exercises control or direction over, from time to time, at each Meeting in favor of matters proposed by the Board of Directors, including (w) where directors are proposed to be elected, in support of Company's nominees to the Board of Directors; (x) any offerings of treasury securities proposed by Company, whether by way of private placement or public offering; (y) any approval, ratification or confirmation of any security based compensation arrangement proposed by Company that is in accordance with TSX Venture Exchange requirements; and (z) other matters proposed for stockholder approval by the Board of Directors at Meetings (collectively, "Approval Matters"); and (ii) on the date of each Meeting, (x) attend the Meeting in person or by proxy such that all common shares beneficially owned, or over which control or direction is exercised by, Executive, from time to time, are represented at the Meeting, and (y) at the Meeting, vote such common shares in person or by proxy in favor of the Approval Matters, and in favor of procedural actions or matters related to giving effect to Approval Matters (but in no event in contravention of such matter).

In respect of any Meeting, Executive will promptly, upon request by Company, provide Company with either: (i) evidence that he has already submitted a proxy or voting instructions in accordance with this Section 4; or (ii) an executed proxy or the information necessary to enable Company to complete voting instructions on behalf of Executive. Executive shall also, if requested by Company, promptly execute a written consent proposed by Company in favor of the Approval Matters.

5. Other Activities. During the Term, the Executive shall not (except as permitted under Section 6 below):

- (i) engage in any solicitation of proxies or consents or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Exchange Act) of proxies or consents (including, without limitation, any solicitation of consents that seeks to call or requisition a Meeting of stockholders), in each case, with respect to securities of the Company;
- (ii) form, join or in any way participate in any "group" (within the meaning of Section 13(d)(3) of the Exchange Act), or act "jointly or in concert" with other persons, as defined in NI 62-104, with respect to the common shares of the Company;
- (iii) deposit any common shares of the Company in any voting trust or subject any common shares to any arrangement or agreement with respect to the voting of any common shares, other than any such voting trust, arrangement or agreement in accordance with this Agreement;
- (iv) seek or submit, or knowingly encourage any person or entity, to seek or submit nomination(s) in furtherance of a contested solicitation for the appointment, election or removal of directors with respect to the Company or seek, knowingly encourage or take any other action with respect to the election or removal of any directors;
- (v) (A) make any proposal for consideration by stockholders at any annual or special Meeting of stockholders of the Company, (B) make any offer or proposal (with or without conditions) with respect to any merger, acquisition, recapitalization, restructuring, disposition or other business combination involving the Company (an "Extraordinary Transaction"), (C) affirmatively solicit a third party to make an offer or proposal (with or without conditions) with respect to any Extraordinary Transaction, or publicly encourage, or support any third party in making such an offer or proposal, or (D) publicly comment on any third party proposal regarding any Extraordinary Transaction with respect to the Company by such third party prior to such proposal becoming public; provided that the foregoing shall not restrict Executive from tendering common shares, receiving payment for common shares or otherwise participating in any such Extraordinary Transaction that has been approved by the Board;
- (vi) except as permitted by this Agreement, seek, alone or in concert with others, representation on the Board;
- (vii) advise, knowingly encourage, support or knowingly influence any person or entity with respect to the voting or disposition of any securities of the Company at any Meeting of stockholders; or
- (viii) make any request or submit any proposal to amend the terms of this Agreement other than through non-public communications with the Company that would not be reasonably determined to trigger public disclosure obligations for any Party.

6. RESERVED.

7. Regulatory Reporting.

- (i) Each Party shall cooperate (including, without limitation, providing the other Parties with not less than 24 hours prior notice, unless a shorter time is reasonably required by the circumstances) in connection with any regulatory filing that may be required to be made in connection with the matters contemplated by this agreement, including, without limitation, any filing made pursuant to Regulation 13D and Regulation 14A under the Exchange Act, or required filings under applicable Canadian securities laws.
- (ii) Executive will be responsible for the filing any Schedule 13D or Schedule 13G that may be required of him.
- (iii) Each of the Parties agrees that it shall be responsible for the completeness and accuracy of the information concerning it and its Affiliates contained in any filing hereafter made pursuant to Section 13(d), Section 14(a) or Section 16 of the Exchange Act, or any comparable filings required under Canadian securities laws, and hereby agrees to indemnify the other Party, from and against any losses, damages, costs, expenses (including, without limitation, any reasonable and documented attorneys' fees), fines, penalties, disbursements and amounts paid in settlement arising out of any failure with respect to the completeness or accuracy of such information. For the sake of clarity, it is understood and agreed that Equidebt and its Affiliates (including Wickfield Capital) are not Affiliates of Executive.

8. Termination. This Agreement shall remain in effect until the earlier of: (a) 11:59 p.m. (New York time) on the day of completion of the second annual Meeting from and after the Effective Date (the "Term"); (b) Executive ceasing to beneficially own, or exercise control or direction over, at least 10% of the outstanding common shares of Company; and (c) the date of termination by the mutual written agreement of the Parties; provided, if the Company fails to perform any obligations set forth in the Separation Agreement, including the failure to make any payments thereunder as and when due after any applicable notice and cure period, in accordance with the terms of the Separation Agreement, this Agreement shall automatically terminate and be void, ab initio. Sections 7(iii) and 8 - 13 shall survive any termination of this Agreement.
9. Relationship of the Parties. Nothing in this Agreement shall be construed as creating among the Parties any joint venture, partnership, association or other entity for any purpose (including, without limitation, for U.S. or Canadian income tax purposes) or any agency relationship, nor shall any Party, except as expressly set forth in this Agreement, (i) have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other Party or (ii) have any fiduciary or other duties to any other Party. Each Party agrees that it does not have any interest in the profits or losses of any other Party in connection with its acquisition or deposition of any common shares of the Company; provided, that this sentence shall not abrogate or limit any dividend, distribution or other payment (including payment due to Executive) in respect of his shares.
10. Equitable Remedies. Each Party acknowledges that (i) the other Party would be irreparably injured by a breach of this Agreement, and (ii) monetary remedies may be inadequate to protect a Party against any actual or threatened breach or continuation of any breach of this Agreement. Without prejudice to any other rights and remedies otherwise available to a Party under this Agreement, (iii) each Party shall be entitled to equitable relief by way of injunction or specific performance to prevent breach or threatened breaches of any of the provisions of this Agreement, without proof of actual damages; (iv) the breaching Party shall not plead in defense thereto that there would be an adequate remedy at law; and (v) the breaching party agrees to waive any applicable right or requirement that a bond or other security be posted by the non-breaching Party. Such remedies shall not be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity.
11. Notices. All notices, consents, requests, instructions, approvals or other communications provided for in this Agreement shall be in writing and shall be deemed validly given or made when delivered in person, by electronic mail or by overnight courier; provided that if delivered after normal business hours on business day of the recipient, it shall be deemed to be received at the commencement of business on the next business day of the recipient. Notice shall be delivered as follows:

If to Company:

Zomedica Pharmaceuticals Corp.  
100 Phoenix Drive, Suite 190  
Ann Arbor, Michigan 48108  
Attention: Chief Financial Officer  
Email: srampertab@zomedica.com

If to Executive:

Gerald L. Solensky Jr.  
4764 Old Orchard Trail  
Ann Arbor, Michigan 48234  
Email: Jerry.Solensky@yahoo.com

12. Definitions and Interpretation. For purposes of this Agreement:

- (i) "Affiliate" means, with respect to a person, any other person which directly or indirectly through one or more persons, Controls (as hereinafter defined), or is Controlled by, or is under common Control with, such specified person.

- (ii) “beneficially own” or “beneficial ownership” with respect to any securities shall mean having “beneficial ownership” of such securities as determined pursuant to Rule 13d-3 under the United States Securities and Exchange Act, 1934 (the “Exchange Act”).
- (iii) “Business Day” means a day other than a Saturday, Sunday or statutory holiday in the Cities of Detroit, Michigan and Calgary, Alberta.
- (iv) “Controls” (and related terms such as “Controlled by” or “under common Control with”), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by agreement or otherwise.

In this Agreement, (i) headings are for convenience of reference and shall not affect the interpretation of this Agreement; and (ii) a reference to the singular includes the plural and vice versa, and a reference to gender includes all genders.

13. Miscellaneous. This Agreement (i) shall be governed by and construed in accordance with the laws of the State of Michigan, and the Parties irrevocably attorn to the jurisdiction of courts of competent jurisdiction in the State of Michigan, (ii) may not be assigned, amended, waived or modified except by a writing signed by each Party (or, with respect to a waiver, the Party against whom such waiver is asserted), (iii) may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, (iv) together with the Separation Agreement and the Consulting Agreement (as defined in the Separation Agreement) represents the entire agreement between the Parties with respect to the subject matter of this Agreement, (v) is not intended to be enforceable by any person who is not a Party to this Agreement, (vi) shall be binding upon the Parties and their respective heirs, administrators, successors and permitted assigns; and (vii) shall be deemed the work product of both Parties, and may not be construed against any Party by reason of its drafting or preparation. This Agreement, and any rights and obligations hereunder, may not be assigned by a Party without the prior written consent of the other Party, which may be withheld for any reason. From time to time, at the reasonable request of any Party and without further consideration, each Party shall execute and deliver such additional documents as may be necessary or appropriate to consummate and make effective, in the most expeditious manner, the transactions contemplated by this Agreement; provided, that this sentence shall not require any Party to incur any material liability or obligation without such Party’s express prior written consent. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect, to the extent not invalid or unenforceable.

*[Remainder of page intentionally left blank]*

The Parties have caused this Agreement to be executed as of the day and year first above written.

**Zomedica Pharmaceuticals Corp.**

By: /s/Shameze Rampertab  
Name: Shameze Rampertab  
Title: Chief Financial Officer

/s/Gerald L. Solensky, Jr.  
**Gerald L. Solensky Jr.**

[SIGNATURE PAGE TO COOPERATION AGREEMENT]

Schedule 1

<b>Party</b>	<b>Beneficially Owned Securities</b>
Gerald Solensky, Jr.	40,250,936 <sup>1</sup>

(1) Includes options to purchase 1,705,265 common shares.

For Settlement Purposes Only-Without Prejudice

**CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT (the "Agreement") dated December 2, 2019

AMONG:

**Zomedica Pharmaceuticals Corp.,**

a corporation formed and governed under the laws of the Province of Alberta, with a municipal address of 100 Phoenix Dr. Suite 190, Ann Arbor, MI 48108 (the "Parent")

-AND-

**Zomedica Pharmaceuticals, Inc.,**

a corporation formed and governed under the laws of the State of Delaware, with a municipal address of 100 Phoenix Dr. Suite 190, Ann Arbor, MI 48108 (the "Company")

-AND-

**Gerald Solensky Sr.,**

an individual residing at  
4764 Old Orchard Trail, Orchard Lake Village, MI 48324  
(the "Contractor"),

BACKGROUND:

- A. The Contractor previously served as an officer of the Company and the Parent and was employed by the Parent pursuant to an agreement dated on or about December 1, 2016, as amended, hereinafter referred to as "Employment Agreement"
- B. The Contractor has tendered his resignations as an officer of the Company and the Parent.
- C. The Employment Agreement has been terminated and all amounts owing thereunder (whether by contract or operation of law) will be settled in full.
- D. The Company believes the Contractor has the necessary qualifications, experience and abilities to provide certain services to the Company, as set forth in this Agreement.
- E. The Contractor is agreeable to providing the Services described herein to the Company on the terms and conditions set out in this Agreement

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which considerations is hereby acknowledged, the Parent, the Company and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

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#### Services Provided

1. The Company hereby agrees to engage the Contractor as an independent contractor to provide the Company with professional and advisory services as may reasonably be requested by the Chief Executive Officer or Chairman, and as may be agreed upon by Contractor (the "Services"). Services may include advice and assistance in relation to the transition of the Company and the Parent to a new Chief Executive Officer. In providing the Services, the Contractor shall act in good faith with due care, skill and diligence and shall provide the Services in a timely fashion in accordance with reasonable requirements of the Company.

#### Terms of Agreement

2. The term of this Agreement (the "Term") will begin on the date this Agreement is signed by all Parties.
3. In the event that any Party wishes to terminate this Agreement at any time, the Party will be required to provide 10 days written notice to the other Party, following which this Agreement shall be deemed to have been terminated; provided that the Parent and the Company may not exercise this termination right prior to December 21, 2020.
4. The parties will adhere to the terms of the Separation Agreement between Consultant and the Parent dated December 2, 2019, and nothing in this Agreement supersedes or replaces any term or provision of the Separation Agreement or any provision of the Employment Agreement that survives termination of the Employment Agreement.

#### Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

#### Compensation

6. For the Services rendered by the Contractor as required by this Agreement, the Company will provide compensation (the "Compensation") to the Contractor of \$150 per hour.
7. The Company will be invoiced monthly.
8. The Contractor shall be responsible for all taxes payable as a result of the provision of the Services or which arise out of this Agreement.
9. Invoices submitted by the Contractor to the Company are due within 60 days of receipt.

#### Reimbursement of Expenses

10. The Contractor will be reimbursed for any expenses, including travel, supplies and fees reasonably incurred in connection with providing the Services under this Agreement with prior approval from the Company (such approval not to be unreasonably withheld).

Return of Property

11. Upon the expiry or termination of this Agreement, or upon the written request of the Company, the Contractor shall return to the Company any property, documents, records, or confidential information which is the property of the Company or the Parent.

Confidentiality and Non-Competition

12. The Parties agree that:

- (a) the confidentiality obligations of the Executive (as defined in the Employment Agreement) as provided in Article 10 of the Employment Agreement shall apply, mutatis mutandis, to the Contractor under this Agreement; and
- (b) the non-solicitation provisions in Article 11 of the Employment Agreement shall continue to apply in accordance with their terms, and shall not be modified as a result of this Agreement.

Capacity/Independent Contractor

13. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Company acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. Neither party to this Agreement has any authority to bind or commit the other without that party's prior written consent nor will one party's acts or omissions be deemed the acts of the other. The Company shall carry no workers' compensation insurance or any health or accident insurance to cover Contractor. The Company shall not pay any contributions to Social Security, unemployment insurance, international, federal, state, or local withholding taxes, or provide any other contributions or benefits that might be expected in an employer-employee relationship and Contractor expressly waives any right to such participation or coverage.

Notices

14. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
- a. Zomedica Pharmaceuticals, Corp. 100 Phoenix Dr. Suite 190  
Ann Arbor, MI 48108
- b. Gerald Solensky Jr.  
4764 Old Orchard Trail  
Orchard Lake Village, MI 48324

Or to such other address as any Party may from time to time notify the other.

Miscellaneous

15. This Agreement (a) shall be governed by and construed in accordance with the laws of the State of Michigan, and the Parties irrevocably attorn to the jurisdiction of courts of competent jurisdiction in the State of Michigan, (b) may not be assigned, amended, waived or modified except by a writing signed by each Party (or, with respect to a waiver, the Party against whom such waiver is asserted), (c) may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, (d) represents the entire agreement between the Parties with respect to the subject matter of this Agreement, (e) is not intended to be enforceable by any person who is not a Party to this Agreement, (f) shall be binding upon the Parties and their respective heirs, administrators, successors and permitted assigns; and (g) shall be deemed the work product of both Parties, and may not be construed against any Party by reason of its drafting or preparation. This Agreement, and any rights and obligations hereunder, may not be assigned by a Party without the prior written consent of the other Party, which may be withheld for any reason. From time to time, at the reasonable request of any Party and without further consideration, each Party shall execute and deliver such additional documents as may be necessary or appropriate to consummate and make effective, in the most expeditious manner, the transactions contemplated by this Agreement. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect, to the extent not invalid or unenforceable.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date and year first above written.

**Zomedica Pharmaceuticals Corp. (the Parent)**

**Zomedica Pharmaceuticals Inc. (the Company)**

By: /s/Shameze Rampertab  
Name: Shameze Rampertab

By: /s/Shameze Rampertab  
Name: Shameze Rampertab

Title: CFO

Title: CFO

Per: /s/Gerald Solensky, Jr.  
Gerald Solensky Jr.

RESIGNATION

TO: Zomedica Pharmaceuticals Corp. (the "**Corporation**")  
AND TO: The Board of Directors thereof

I, Gerald L. Solensky Jr., hereby resign, effective immediately, as:

- (a) Chairman of the Board of the Corporation, as a director of the Corporation and as Chief Executive Officer of the Corporation; and
- (b) a director and officer of each subsidiary of the Corporation, including Zomedica Pharmaceuticals, Inc.

Dated at Ann Arbor, Michigan this 2<sup>nd</sup> day of December, 2019.

/s/ Gerald L. Solensky Jr.  
\_\_\_\_\_  
Gerald L. Solensky Jr.

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## Zomedica Announces Management Changes

### Repositioning for Next Stage of Growth

ANN ARBOR, Mich., Dec. 03, 2019 (GLOBE NEWSWIRE) -- Zomedica Pharmaceuticals Corp. ("Zomedica") (NYSE American: ZOM) (TSX-V: ZOM), a veterinary diagnostic and pharmaceutical company, announced that Gerald Solensky, Jr. has resigned as Chief Executive Officer, Chairman and a Director of Zomedica, effective immediately. Mr. Solensky will continue as a consultant to the Zomedica's operating subsidiary, Zomedica Pharmaceuticals, Inc.

Shameze Rampertab, Chief Financial Officer, will act as interim CEO until a replacement is found. Mr. Rampertab has been with Zomedica since 2016. Additionally, Dr. Johnny D. Powers, currently an Independent Zomedica Director, will be named as Strategic Advisor and will provide day-to-day strategic oversight and management guidance to Mr. Rampertab. Dr. Powers has extensive animal healthcare industry experience, most recently with IDEXX Laboratories where he was Executive VP with responsibility for product pipeline and commercialization across multiple business units. Over his career, Dr. Powers has overseen the development and commercialization of hundreds of diagnostic platforms and assays across the pet and human healthcare industries. In his new role, he will work closely with the executive leadership team with a primary focus on driving our new products into commercialization. The Board will immediately initiate a process to recruit a permanent replacement CEO, which will be conducted in a thoughtful and thorough, but expeditious, manner.

Jeffrey Rowe will assume the role of Chairman. The Board also intends to maintain the size of the Board at the number of Directors before the resignation of Mr. Solensky, and currently anticipates appointing the permanent CEO to the Board.

On behalf of the Board, Mr. Rowe commented, "The Board is very thankful for all of the efforts of Mr. Solensky in leading Zomedica (and its predecessor) since inception in 2015. We believe that Zomedica is now well positioned to commercialize its product pipeline capitalizing on the solid foundation built during Jerry's tenure. The Board, executive team and employees are excited about Zomedica's future. The Board also has full confidence in the ability of Mr. Rampertab to lead Zomedica on an interim basis, and he has earned the respect of the Board, executive team and employees since joining Zomedica in 2016."

Mr. Solensky added, "Founding and driving the growth of Zomedica has been a privilege. I believe that Zomedica is poised to achieve commercial success in delivering diagnostic platforms and therapeutic candidates that will improve the clinical care of our pets. I look forward to seeing its future accomplishments."

#### Departure Terms

Zomedica has entered into a severance agreement with Mr. Solensky which provides for severance payments to Mr. Solensky in an amount consistent with the terms of his employment agreement. Payments are expected to be made in two tranches on or before mid-January 2020. Zomedica has also entered into a cooperation agreement (the "Cooperation Agreement") with Mr. Solensky as a significant shareholder of Zomedica (approximately 37% of the outstanding common shares as of the date hereof). The Cooperation Agreement includes the following provisions:

- A restriction on the ability of Mr. Solensky to sell his common shares of Zomedica, subject to permitted exceptions. Exceptions include certain transfers to Equidebt LLC, which has a credit facility with Zomedica, and a transfer process whereby Zomedica is permitted to designate a proposed purchaser of any shares that Mr. Solensky intends to sell.
- A commitment to vote his common shares in support of matters proposed by the Board of Directors at shareholder meetings, including directors proposed for election by the Board.
- Certain restrictions in relation to actions as shareholder, including supporting any person who intends to contest the election of directors of Zomedica or making any proposal in respect of a merger transaction.

The Cooperation Agreement has a term that expires on the second annual shareholder meeting of Zomedica, subject to early termination if Mr. Solensky ceases to own 10% of the outstanding common shares of Zomedica. The above description is subject to the detailed terms of the Cooperation Agreement, which will be filed on Zomedica's SEDAR profile.

#### **About Zomedica**

Based in Ann Arbor, Michigan, Zomedica (NYSE American: ZOM) (TSX-V: ZOM) is a veterinary diagnostic and pharmaceutical company creating products for companion animals (canine, feline and equine) by focusing on the unmet needs of clinical veterinarians. Zomedica's product portfolio will include novel diagnostics and innovative therapeutics that emphasize patient health and practice health. With a team that includes clinical veterinary professionals, it is Zomedica's mission to give veterinarians the opportunity to lower costs, increase productivity, and grow revenue while better serving the animals in their care. For more information, visit [www.ZOMEDICA.com](http://www.ZOMEDICA.com).

#### **Follow Zomedica**

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#### **Reader Advisory**

Neither TSX Venture Exchange nor its Regulation Services Provider (as that term is defined in the policies of the TSX Venture Exchange) accepts responsibility for the adequacy or accuracy of the release.

Except for statements of historical fact, this news release contains certain "forward-looking information" within the meaning of applicable securities law. Forward-looking information is frequently characterized by words such as "plan", "expect", "project", "intend", "believe", "anticipate", "estimate" and other similar words, or statements that certain events or conditions "may" or "will" occur. Although we believe that the expectations reflected in

the forward-looking information are reasonable, there can be no assurance that such expectations will prove to be correct. We cannot guarantee future results, performance or achievements. Consequently, there is no representation that the actual results achieved will be the same, in whole or in part, as those set out in the forward-looking information.

Forward-looking information is based on the opinions and estimates of management at the date the statements are made and are subject to a variety of risks and uncertainties and other factors that could cause actual events or results to differ materially from those anticipated in the forward-looking information. Some of the risks and other factors that could cause the results to differ materially from those expressed in the forward-looking information include, but are not limited to: market and other conditions, uncertainty as to whether our strategies and business plans will yield the expected benefits; uncertainty as to the timing and results of development work and pilot and pivotal studies, uncertainty as to the likelihood and timing of regulatory approvals, availability and cost of capital; the ability to identify and develop and achieve commercial success for new products and technologies; the level of expenditures necessary to maintain and improve the quality of products and services; changes in technology and changes in laws and regulations; our ability to secure and maintain strategic relationships; risks pertaining to permits and licensing, intellectual property infringement risks, risks relating to future clinical trials, regulatory approvals, safety and efficacy of our products, the use of our product, intellectual property protection and the other risk factors disclosed in our filings with the Securities and Exchange Commission and Canadian securities regulatory authorities. Readers are cautioned that this list of risk factors should not be construed as exhaustive.

The forward-looking information contained in this news release is expressly qualified by this cautionary statement. We undertake no duty to update any of the forward-looking information to conform such information to actual results or to changes in our expectations except as otherwise required by applicable securities legislation. Readers are cautioned not to place undue reliance on forward-looking information.

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