UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(D) of The Securities Exchange Act Of 1934

Date of report (Date of earliest event reported): July 31, 2020

BIOTRICITY INC.

(Exact name of registrant as specified in its charter)

Nevada	000-56074	**47-2548273**
(State or Other Jurisdiction of Incorporation or Organization)	(Commission File Number)	(IRS Employer Identification No.)

275 Shoreline Drive, Suite 150
Redwood City, California 94065

(Address of Principal Executive Offices)

(650) 832-1626
(Registrant's telephone number, including area code)

(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 (*see* General Instruction A.2. below):

[ ] 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))

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

[ ] 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 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company [X]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [X]

Item 1.01. Entry into a Material Definitive Agreement.

From July 24, 2020 to July 31, 2020, Biotricity Inc. (the "Company") entered into subscription agreements (the "Subscription Agreements") with accredited investors for the sale to the investors of convertible promissory notes (the "Notes") in the aggregate principal amount of $1,253,000.

The Notes will bear interest at the rate of 12% per year and will mature one year from the final closing date of the offering. The Notes will be convertible into shares of common stock, at the option of the holder, commencing six months from issuance, at a conversion price equal to 75% of the volume weighted average price of the common stock for the five trading days prior to the conversion date.

The Notes will automatically convert into common stock (in each case, subject to the trading volume of the Company's common stock being a minimum of $500,000 for each trading day in the 20 consecutive trading days immediately preceding the conversion date), upon the earlier to occur of (i) the Company's common stock being listed on a national securities exchange, in which event the conversion price will be equal to 75% of the volume weighted average price of the common stock for the 20 trading days prior to the conversion date, or (ii) upon the closing of the Company's next equity round of financing for gross proceeds of greater than $5,000,000, in which event the conversion price will be equal to 75% of the price per share of the common stock (or of the conversion price in the event of the sale of securities convertible into common stock) sold in such financing.

The Company may prepay the Notes upon 20 days' written notice and payment of a 15% prepayment fee.

Upon conversion of the Notes, the Company will also issue to the investors warrants (the "Warrants") to purchase 50% of the number of shares of common stock issued upon conversion of the Notes. The Warrants will have a term of three years and an exercise price equal to 120% of the volume weighted average price of the common stock for the 20 days prior to the final closing date of the offering, subject to adjustment.

In connection with the Subscription Agreements, the Company entered into a registration rights agreement with the investors (the "Registration Rights Agreement"). Pursuant to the Registration Rights Agreement, the Company agreed to file a registration statement with the Securities and Exchange Commission (the "SEC"), promptly (and no later than 90 days) following the earlier of (i) the maturity date of the Notes, or (ii) the issuance of common stock pursuant to automatic conversion of the Notes (the "Trigger Date"), for the resale of the shares issued upon conversion of the Notes and issuable upon exercise of the Warrants. The Company agreed to use its best efforts to have the registration statement declared effective as soon as practicable. If the registration statement is not declared effective within 90 days of the Trigger Date (or 150 days if the SEC reviews the registration statement), and an investor submits a notice of default, the Company will pay liquidated damages of 1% of the purchase price received by the Company for sale of the Notes, for each month such failure continues, up to a maximum amount of liquidated damages of 25% of the purchase price paid by the investors for the Notes.

The Company engaged Paulson Investment Company, LLC ("Paulson") as the exclusive placement agent for the offering. The Company will pay Paulson a commission of 12% of the gross proceeds the Company receives in the offering from investors introduced to the Company by Paulson and a commission of 5% of the gross proceeds the Company receives in the offering from any other investors. The Company also agreed to issue to Paulson warrants for the purchase of shares of common stock equal to 12% of the gross proceeds received in the offering from investors introduced to the Company by Paulson, which warrants will have a term of 10 years and an exercise price equal to 120% of the volume weighted average price of the common stock for the 20 days prior to the closing date, will be exercisable on a cashless basis, and will have the same registration rights as the warrants issued to investors in the offering.

In connection with the foregoing, the Company relied upon the exemption from registration provided by Section 4(a)(2) under the Securities Act of 1933, as amended, for transactions not involving a public offering.

The foregoing descriptions of the Subscription Agreement, Notes, Warrants, and Registration Rights Agreement are qualified by reference to the full text of such documents which are filed as exhibits to this report.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information under Item 1.01 is incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities.

The information under Item 1.01 is incorporated by reference into this Item 3.02.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Form of Subscription Agreement
10.2	Form of Convertible Promissory Note
10.3	Form of Warrant
10.4	Form of Registration Rights Agreement

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 thereunto duly authorized.

Date: August 6, 2020

BIOTRICITY INC.

By: */s/ John Ayanoglou*
John Ayanoglou
Chief Financial Officer

Exhibit 10.1

SUBSCRIPTION AGREEMENT

This **SUBSCRIPTION AGREEMENT** (this ***"Agreement"***) is made as of _____, 2020 by and among BIOTRICITY, INC., a Nevada corporation (the ***"Company"***), and the subscribers identified on the signature pages hereto (each, a ***"Subscriber"*** and collectively, the ***"Subscribers"***).

RECITALS

WHEREAS, the Company seeks to sell a maximum of $10,000,000 (or such higher amount as the Company's Board of Directors shall determine) (the ***"Total Amount"***) in Convertible Promissory Notes in the form annexed hereto as EXHIBIT B (each, a ***"Note"*** and collectively, the ***"Notes"***) and, subject to Section 1.1 below, Warrants to purchase shares of the Company's common stock as provided in the Note and in the form of warrant agreement annexed hereto as EXHIBIT C (each, a ***"Warrant"*** and collectively, the ***"Warrants"***) pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the ***"Securities Act"***), and Rule 506(b) of Regulation D (***"Regulation D"***) as promulgated under the Securities Act (the ***"Offering"***);

WHEREAS, each Subscriber wishes to purchase a Note with the principal amount as set forth on such subscriber's respective Signature Page to this Agreement; and

NOW, **THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Subscribers hereby agree as follows:

1. PURCHASE OF CONVERTIBLE PROMISSORY NOTES.

1.1 SUBSCRIPTION. Each Subscriber hereby subscribes (the ***"Subscription"***) to purchase a Note in the amount set forth on such Subscriber's respective signature page hereto (the ***"Subscription Amount"***). This Subscription shall become effective when (a) it has been duly executed by the Subscriber, (b) this Agreement has been accepted and agreed to by the Company and (c) the Company has effectuated a Closing as set forth in Section 1.5 hereof. Each Subscriber shall be entitled to receive a Warrant as provided in such Subscriber's Note.

The Notes and Warrants are being offered by the Company and Paulson Investment Company, LLC (the "***Placement Agent***"). The minimum purchase amount is $100,000, although the Company may, in its discretion, accept subscriptions for a lesser amount. The Placement Agent will receive a cash commission equal to 12% of the gross proceeds from the Offering provided that the cash commission for investors brought into the Offering by the Company the cash commission shall equal 5% (the "***Commission***"). In addition to the Placement Agent's Commission, the Company will issue 10-year warrants to the Placement Agent to purchase an amount of the Company's common stock, par value $0.001 per share ("***Common Stock***"), equal to 12% of the gross proceeds from the Offering from investors introduced to the Offering by the Placement Agent (the "***PA Warrants***").

1.2 PAYMENT FOR SUBSCRIPTION. Each Subscriber agrees that the Subscription Amount to the Company for the amount of the Subscriber's Subscription is to be made upon submission of this Agreement in the form included in these Subscription Documents (as hereinafter defined) by check or by wire transfer to an account designated by the Company. Such funds will be returned promptly, without interest or offset if the Subscriber's subscription is not accepted by the Company for any reason or no reason, or the Offering is terminated pursuant to its terms by the Company prior to the applicable closing of the Offering.

1.3 DEPOSIT OF FUNDS. The Company shall hold all funds in escrow until such time as it closes on the corresponding subscriptions. If the Company rejects a subscription, either in whole or in part (which decision is in their sole discretion), the rejected subscription funds or the rejected portion thereof will be returned promptly to the Subscriber without interest accrued thereon.

1.4 TERMS AND CONDITIONS. The Company shall have the right to accept or reject a Subscription, in whole or in part, for any reason whatsoever, including, but not limited to, the belief of the Company that a Subscriber cannot bear the economic risk of an investment in the Company, is not capable of evaluating the merits and risks of an investment in the Company or is not an "Accredited Investor," as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act, or for no reason at all.

1.5 CLOSING. An initial closing may occur once a minimum amount of Subscriptions are received by the Company, as further set forth below, and additional closings under the Offering may take place thereafter from time to time as subscriptions are received by the Company:

(a) The closing of the Subscriptions for the Notes and Warrants shall occur in one or more closings (collectively, the ***"Closings"*** and each, without distinction, a ***"Closing"***). Each Closing shall be held remotely by the electronic exchange of documents and funds, at 10:00 a.m. Eastern Time, or at such other time and by such means upon which the Company and the Subscribers purchasing the Notes at such Closing shall agree.

(b) The first such Closing (the ***"Initial Closing"***) for an aggregate amount of at least $100,000 in principal amount of Notes (the ***"Minimum Amount"***) shall take place on a date determined by the Company within 10 days of the date upon which the Company shall have received Subscriptions having an aggregate principal amount equal to the Minimum Amount. The Notes and Warrants issued at the Initial Closing shall be documented in a Schedule of Purchasers maintained by the Company (the ***"Schedule of Purchasers"***).

(c) At any time after the Initial Closing, to the extent that (i) Subscribers already party to this Agreement and/or additional Subscribers agree by execution of a signature page hereto to purchase additional Notes, up to a balance of the Total Amount, the Company shall, within 10 days thereafter, hold an additional Closing with respect to the purchase of such Notes (each, a ***"Subsequent Closing"***); provided, however, that the aggregate purchase price of Notes issued at the Initial Closing and all Subsequent Closings may not exceed the Total Amount unless otherwise approved by the Company's Board of Directors. Other than expressly provided above in this Section 1.5(c) and in Section 1.5(d) below, there shall be no conditions precedent to a Subsequent Closing. Upon each Subsequent Closing, the Company shall amend the Schedule of Purchasers. The terms of the transactions consummated at each Subsequent Closing shall be identical to the terms of the transactions consummated at the Initial Closing, excepting the date of issuance of the Notes shall be the date of such Subsequent Closing and the maturity of such Notes shall run from the date of the Initial Closing. The Notes issued in each Subsequent Closing shall be issued to the Subscribers in the principal amount shown for each Subscriber with respect to such Subsequent Closing on the amended Schedule of Purchasers.

(d) Closing Deliveries.

(i) At or prior to the applicable Closing, each Subscriber participating in such Closing shall deliver to the Company:

(A) a duly executed copy of this Agreement together with the duly executed Investor Questionnaire in the form attached hereto as Exhibit A, completed to the satisfaction of the Company;

(B) the Subscription Amount in the manner prescribed by Section 1.2 hereto; and

(C) a duly executed counterpart signature page to the Registration Rights Agreement, in the form attached hereto as Exhibit [D] (the "***Registration Rights Agreement***").

(ii) At the final Closing, the Company shall deliver to the Placement Agent the legal opinion of counsel to the Company, dated as of the initial Closing date, in form and substance reasonably satisfactory to counsel for the Placement Agent.

(iii) At or prior to the applicable Closing, the Company shall deliver to the Subscribers:

(A) fully executed Notes for the Subscription Amount and on the last closing fully executed Warrants, against payment therefor;

(B) at the final closing a duly executed Officer's Certificate certifying (A) the Company has performed in all material respects all obligations required to be performed by it at or prior to or contemporaneously with the closing under this Agreement, and (B) the representations and warranties of the Company set forth in Section 2.1 herein were true and correct in all material respects as of the date of this Agreement and are true and correct in all material respects as of the applicable Closing; and

(C) at the final closing a duly executed Secretary's Certificate certifying (A) the resolutions of the Company's Board of Directors approving (i) this Agreement, the Registration Rights Agreement, the Notes, the Warrants, the PA Warrants, and each of the other agreements and documents entered into or delivered by the parties hereto in connection with the transactions contemplated hereby or thereby (the "***Transaction Documents***") and (ii) the consummation of the transactions contemplated hereby and thereby.

(iv) At each Closing, the Company shall deliver to the Placement Agent the applicable cash Commission and at the final closing the PA Warrants dated as of the final Closing date.

(v) At or before the final Closing of the Offering, the Company shall deliver to each of the Subscribers in the Offering, a fully executed and compiled copy of the Registration Rights Agreement.

2. REPRESENTATIONS AND WARRANTIES.

2.1 REPRESENTATIONS AND WARRANTIES BY THE COMPANY. The Company represents and warrants to each Subscriber, except as and to the extent set forth in the publicly available reports, schedules, forms, statements and other documents filed by the Company with the Securities Exchange Commission (the "***SEC***"), since the fiscal year ended March 31, 2019 and before the trading day immediately prior to the date hereof (the "***SEC Reports***"), to the extent the relevance of the disclosure is reasonably apparent, as follows (it being specifically acknowledged and agreed that the Placement Agent shall be a third party beneficiary of the following), in each case as of the date hereof and as of each Closing to the best of the Company's knowledge:

(a) Authorization. The Company has all corporate right, power and authority to enter into this Agreement and the other Transaction Documents and to consummate the transactions contemplated hereby and thereby. All corporate action on the part of the Company, its directors and stockholders necessary for the: (i) authorization execution, delivery and performance of the Transaction Documents by the Company; (ii) authorization, sale, issuance and delivery of the Notes and Warrants (including the PA Warrants) and the other transactions contemplated hereby and the performance of the Company's obligations under the Transaction Documents; and (iii) authorization, issuance and delivery of the securities issuable upon conversion of the Notes or exercise of the Warrants (including the PA Warrants), has been taken. The Company has reserved (a) shares of its Common Stock for issuance upon exercise of the Warrants (including the PA Warrants) and (b) shares of its Common Stock for issuance upon conversion of the Notes. The securities issuable upon conversion of the Notes and exercise of the Warrants (including the PA Warrants) will be validly issued, fully paid and nonassessable. The issuance and sale of the securities contemplated hereby will not give rise to any preemptive rights or rights of first refusal on behalf of any person which have not been waived in connection with this Offering. The Company is not in default of any other obligations, including any promissory notes or debentures.

(b) Enforceability. Assuming this Agreement and each other Transaction Document has been duly and validly authorized, executed and delivered by the parties hereto and thereto other than the Company, each Transaction Document to which the Company is a party has been duly authorized, executed and delivered by the Company and constitutes the legal, valid and binding obligations of the Company enforceable against the Company in accordance with its terms, except as such enforcement is limited by general equitable principles, or by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors rights generally.

(c) No Violations. The execution, delivery and performance of this Agreement, the other Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Warrants and the securities issuable upon the conversion of the Notes or exercise of the Warrants (including the PA Warrants)) will not (i) result in a violation of the Articles of Incorporation of the Company or other organizational documents of the Company, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree applicable to the Company by which any property or asset of the Company is bound or affected.

(d) Litigation. (i) To the best knowledge of the Company, there are no legal or governmental proceedings against the Company pending or threatened (in writing) which could materially adversely affect the business, property, financial condition or operations of the Company or which materially and adversely questions the validity of this Agreement or any other Transaction Documents or the right of the Company to enter into any of such agreements, or to consummate the transactions contemplated hereby or thereby. The Company is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality which could materially adversely affect the business, property, financial condition or operations of the Company. There is no action, suit, proceeding or investigation by the Company currently pending in any court or before any arbitrator or that the Company intends to initiate.

(ii) To the best knowledge of the Company, there is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation or investigation, proceeding or demand letter pending, or to the knowledge of the Company threatened, against the Company, which if adversely determined would reasonably be expected to have a material adverse effect on the ability of the Company to perform its obligations hereunder or under any other Transaction Document to which the Company is a party. There is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation or investigation, proceeding or demand letter pending, or to the knowledge of the Company threatened, against or affecting the Company or any of its subsidiaries that, if adversely determined, would reasonably be expected to have a material adverse effect on the Company and its subsidiaries (taken as a whole). There are no outstanding orders, writs, judgments, decrees, injunctions or settlements that would reasonably be expected to have a material adverse effect on the Company and its subsidiaries (taken as a whole).

(e) Intellectual Property. The Company owns or possesses sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information and other proprietary rights and processes necessary for its business as now conducted without any known infringement of the rights of others. The Company has not received any written communications alleging that the Company has violated or, by conducting its business as presently proposed to be conducted, would violate any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity.

(f) Title to Assets. The Company has good and marketable title to its properties and assets, and good title to its leasehold estates, in each case subject to no mortgage, pledge, lien, lease, encumbrance or charge, other than (i) those resulting from taxes which have not yet become delinquent; (ii) liens and encumbrances which do not materially detract from the value of the property subject thereto or materially impair the operations of the Company; and (iii) those that have otherwise arisen in the ordinary course of business. The Company is in compliance with all material terms of each lease to which it is a party or is otherwise bound.

(g) Capitalization. The authorized, issued and outstanding shares of capital stock of the Company are as set forth in the SEC Reports and the Company has not issued any capital stock (other than de minimis grants made to service providers in the ordinary course of business or as set forth on Schedule 2.1(g) since its most recently filed periodic report under the Securities Exchange Act of 1934, as amended (the ***"Exchange Act"***). The outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable. None of the outstanding shares of capital stock of the Company was issued in violation of any preemptive or other similar rights of any security holder of the Company. Except as disclosed in the SEC Reports, (i) no shares of capital stock of the Company are reserved for any purpose, (ii) no outstanding securities are convertible into or exchangeable for any shares of capital stock of the Company, and (iii) there are no outstanding options, rights (preemptive or otherwise) or warrants to purchase or subscribe for shares of capital stock or any other securities of the Company.

(h) Financial Statements. The consolidated financial statements of the Company and its subsidiaries (including all notes and schedules thereto) included or incorporated by reference in the SEC Reports present fairly in all material respects the financial position of such entities at the dates indicated and the statement of operations, stockholders' equity and cash flows of, or such other permitted financial statements for, such entities for the periods specified, and related schedules and notes thereto, and the unaudited financial information filed with the SEC as part of the SEC Reports, have been prepared in conformity with generally accepted accounting principles, consistently applied throughout the periods involved, except in the case of unaudited financials which are subject to normal year-end adjustments and do not contain certain footnotes. Any pro forma financial statements and the related notes thereto included in the SEC Reports present fairly in all material respects the information shown therein, have been prepared in all material respects in accordance with the SEC's rules and guidelines with respect to pro forma financial statements and have been properly compiled on the bases described therein, and subject to such rules and guidelines, the Company believes the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included or incorporated by reference in the SEC Reports under the Securities Act or the rules promulgated thereunder.

(i) Investment Company. The Company is not, and after the conclusion of this Offering will not become, an "investment company" within the meaning of such term under the Investment Company Act of 1940, as amended, and the rules and regulations of the SEC thereunder.

(j) No Solicitation. Neither the Company nor any person participating on the Company's behalf in the transactions contemplated hereby has conducted any "general solicitation," as such term is defined in Regulation D promulgated under the Securities Act, with respect to any of the securities being offered hereby.

(k) Blue Sky. The Company agrees to file a Form D with respect to the sale of the securities offered hereby under Regulation D of the rules and regulations promulgated under the Securities Act. The Company shall take such action as the Company shall reasonably determine is necessary to qualify the securities for sale to the Subscriber pursuant to this Agreement under applicable securities or "blue sky" laws of the states of the United States (or to obtain an exemption from such qualification).

(l) Non-Contravention. The execution, delivery and performance of this Agreement by the Company will not (i) violate any law, treaty, rule or regulation applicable to or binding upon the Company or any of its properties or assets, or (ii) result in a breach of any contractual obligation to which the Company is a party or by which it or any of its properties or assets is bound that would reasonably be expected to have a material adverse effect on the ability of the Company to perform its obligations under this Agreement.

(m) FDA Regulation. (i) Neither the Company nor any of its subsidiaries has made any knowingly false statements on, or, to the best knowledge of the Company, uncorrected or uncompleted material omissions from, any applications, approvals, reports or other submissions to any applicable regulatory authority, or in or from any other records and documentation prepared or maintained to comply with the requirements of the United States Food and Drug Administration (the "***FDA***") or any comparable regulatory authority relating to the Company's product candidates.

(ii) Neither the Company nor any of its subsidiaries has received any written notice or other communication from the FDA or any other foreign, federal, state or local governmental or regulatory authority performing functions similar to those performed by the FDA regarding material non-compliance with the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §301 et seq, (the "FDCA") and applicable FDA regulations or similar laws, statutes, ordinances, rules or regulations of any other foreign, federal, state or local governmental or regulatory authority, including, but not limited to, any deficiency, or any other compliance or enforcement action. There has not been any material non-compliance with or violation of any applicable laws by the Company or any of its subsidiaries that could reasonably be expected to require the issuance of any such communication, or an investigation, corrective action or enforcement action by the FDA or similar governmental or regulatory authorities. To the Company's knowledge, no review or investigation by a governmental or regulatory authority is pending and no such review or investigation has been threatened.

(iii) The Company to the best of it knowledge has not had any product or manufacturing site (whether Company-owned or, to the Company's knowledge, that of a contract manufacturer for Company products) subject to a governmental authority (including, without limitation, the FDA) shutdown or import or export prohibition, nor received any FDA Form 483 or other governmental authority notice of inspectional observations, "warning letters," "untitled letters," requests to make changes to the Company products, processes or operations, or similar correspondence or notice from the FDA or other governmental authority alleging or asserting material noncompliance with any applicable laws. To the Company's knowledge, neither the FDA nor any other governmental authority has threatened such action.

(n) Related Party Transactions. No transaction has occurred between or among either of the Company, its subsidiaries and any of their officers or directors, or five percent stockholders or any affiliate or affiliates of any such officer or director or five percent stockholders that is required to be described in and is not described in the SEC Reports.

(o) Internal Controls. The Company is not aware of (i) any material weakness or significant deficiency in the design or operation of internal controls which could adversely affect the Company's ability to record, process, summarize and report financial data or any material weaknesses in internal controls; or (ii) any fraud, whether or not material, that involves management or other employees who have a role in the Company's internal controls.

(p) SEC Reports; Undisclosed Developments. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company does not have pending before the SEC any request for confidential treatment of information. Except for the issuance of the securities contemplated by this Agreement, no event, liability, fact, circumstance, occurrence or development has occurred or exists, or is reasonably expected to occur or exist, with respect to the Company or its business, properties, operations, assets or financial condition, that would be required to be disclosed by the Company under applicable law at the time this representation is made or deemed made that has not been publicly disclosed at least two trading days prior to the date that this representation is made.

(q) Absence of Certain Changes. Subsequent to the respective dates as of which information is given in the most recently filed periodic report under the Exchange Act: (i) there has not been any event which would reasonably be expected to result in a material adverse effect on the assets, properties, condition, financial or otherwise, or in the results of operations or business affairs of the Company and its subsidiaries considered as a whole; (ii) neither the Company nor any of its subsidiaries has sustained any loss or interference with its assets, businesses or properties (whether owned or leased) from fire, explosion, earthquake, flood or other calamity, whether or not covered by insurance, or from any labor dispute or any court or legislative or other governmental action, order or decree which would reasonably be expected to materially affect the financial results or financial condition of the Company or any of its subsidiaries. Since the date of the latest balance sheet included in the SEC Reports, neither the Company nor any of its subsidiaries has (A) issued any securities or incurred any liability or obligation, direct or contingent, for borrowed money, except such liabilities or obligations incurred in the ordinary course of business, (B) entered into any transaction not in the ordinary course of business or (C) declared or paid any dividend or made any distribution on any shares of its stock or redeemed, purchased or otherwise acquired or agreed to redeem, purchase or otherwise acquire any shares of its capital stock.

2.2 SURVIVAL OF REPRESENTATIONS AND WARRANTIES. The representations and warranties of the Company shall survive the Initial Closing for a period of 12 months and shall be fully enforceable at law or in equity against the Company and the Company's successors and assigns.

2.3 DISCLAIMER. It is specifically understood and agreed by each Subscriber that the Company has not made, nor by this Agreement shall be construed to make, directly or indirectly, explicitly or by implication, any representation, warranty, projection, assumption, promise, covenant, opinion, recommendation or other statement of any kind or nature with respect to the anticipated profits or losses of the Company, except as otherwise provided with this Agreement.

2.4 REPRESENTATIONS AND WARRANTIES BY THE SUBSCRIBERS. Each Subscriber represents and warrants to the Company, as of the date hereof and as of each Closing, as follows (it being specifically acknowledged and agreed that the Placement Agent shall be a third party beneficiary of the following):

(a) The Subscriber is acquiring the Notes and the Warrants for the Subscriber's own account, as principal, for investment purposes only and not with any intention to resell, distribute or otherwise dispose of the Notes or Warrants, as the case may be, in whole or in part.

(b) The Subscriber has had an unrestricted opportunity to: (i) obtain information concerning the Offering, including the Notes, the Warrants, the Company and its proposed and existing business and assets; and (ii) ask questions of, and receive answers from the Company concerning the terms and conditions of the Offering and to obtain such additional information as may have been necessary to verify the accuracy of the information contained in this Agreement or otherwise provided. Such Subscriber acknowledges receipt of copies of the SEC Reports (or access thereto via EDGAR). Neither such inquiries nor any other due diligence investigation conducted by such Subscriber shall modify, limit or otherwise affect such Subscriber's right to rely on the Company's representations and warranties contained in this Agreement.

(c) The Subscriber is an Accredited Investor, within the meaning of Rule 501 of Regulation D promulgated under the Securities Act, and has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of investing in the Company, and all information that the Subscriber has provided concerning the Subscriber, the Subscriber's financial position and knowledge of financial and business matters is true, correct and complete. The Subscriber acknowledges and understands that the Company will rely on the information provided by the Subscriber in this Agreement and in the Subscriber Questionnaire annexed hereto as EXHIBIT A for purposes of complying with federal and applicable state securities laws.

(d) Except as otherwise disclosed in writing by the Subscriber to the Company, the Subscriber has not dealt with a placement agent other than the Placement Agent in connection with the purchase of the securities offered hereunder and agrees to indemnify and hold the Company and its officers and directors harmless from any claims for placement agent or similar fees (other than those of the Placement Agent) in connection with the transactions contemplated herein.

(e) The Subscriber is not relying on the Company, the Placement Agent or any of their respective management, officers, employees, agents, consultants or the Company's legal counsel with respect to any legal, investment or tax considerations involved in the purchase, ownership and disposition of Notes or Warrants. The Subscriber has relied solely on the advice of, or has consulted with, in regard to the legal, investment and tax considerations involved in the purchase, ownership and disposition of Notes and Warrants, the Subscriber's own legal counsel, business and/or investment adviser, accountant and tax adviser.

(f) The Subscriber understands that the Notes and the Warrants, or the securities into which either of them may convert or be exercised for, cannot be sold, assigned, transferred, exchanged, hypothecated or pledged, or otherwise disposed of or encumbered except in accordance with the Securities Act or Exchange Act, and that a market may never exist for the resale of any such securities. In addition, the Subscriber understands that the Notes, Warrants or the securities into which they may convert or be exercised for, have not been registered under the Securities Act, or under any applicable state securities or blue sky laws or the laws of any other jurisdiction, and cannot be resold unless they are so registered or unless an exemption from registration is available. The Subscriber understands that there is no current plan to register the Notes, Warrants or the securities into which they may convert or be exercised for.

(g) The Subscriber is willing and able to bear the economic and other risks of an investment in the Company for an indefinite period of time. The Subscriber has read and understands the provisions of this Agreement.

(h) The Subscriber maintains the Subscriber's domicile and is not merely a transient or temporary resident at the residence address shown on the signature page of this Agreement.

(i) The Subscriber is not participating in the Offering as a result of or subsequent to: (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio; (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising; or (iii) any registration statement the Company may have filed with the SEC.

(j) If the Subscriber is an entity, the Subscriber is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, as the case may be. The Subscriber has all requisite power and authority to own its properties, to carry on its business as presently conducted, to enter into and perform the Subscription and the agreements, documents and instruments executed, delivered and/or contemplated hereby (collectively, the ***"Subscription Documents"***) to which it is a party and to carry out the transactions contemplated hereby and thereby. The Subscription Documents are valid and binding obligations of the Subscriber, enforceable against it in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws, from time to time in effect, which affect enforcement of creditors' rights generally. If applicable, the execution, delivery and performance of the Subscription Documents to which it is a party have been duly authorized by all necessary action of the Subscriber. The execution, delivery and performance of the Subscription Documents and the performance of any transactions contemplated by the Subscription Documents will not: (i) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under any contract or obligation to which the Subscriber is a party or by which it or its assets are bound, or any provision of its organizational documents (if an entity), or cause the creation of any lien or encumbrance upon any of the assets of the Subscriber; (ii) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under, any provision of any law, regulation or rule, or any order of, or any restriction imposed by any court or other governmental agency applicable to the Subscriber; (iii) require from the Subscriber any notice to, declaration or filing with, or consent or approval of any governmental authority or other third party other than pursuant to federal or state securities or blue sky laws; or (iv) accelerate any obligation under, or give rise to a right of termination of, any agreement, permit, license or authorization to which the Subscriber is a party or by which it is bound.

(k) The Subscriber acknowledges and agrees that the Company intends to raise additional funds, which may be on different terms than the terms of the Notes and Warrants to operate its business and that it will likely suffer dilution as a result thereof.

(l) The Subscriber acknowledges and agrees that the Company will have broad discretion with respect to the use of the proceeds from this Offering, and investors will be relying on the judgment of management regarding the application of these proceeds.

(m) At the time the Subscriber was offered the Notes and the Warrants, it was, and at the date hereof it is, and at each Closing and each date on which the Subscriber converts the Notes and exercises the Warrants the Subscriber will be, an "accredited investor" as defined in Rule 501(a) under the Securities Act. The Subscriber hereby represents that neither the Subscriber nor any of its Rule 506(d) Related Parties is a "bad actor" within the meaning of Rule 506(d) promulgated under the Securities Act. For purposes of this Agreement, ***"Rule 506(d) Related Party"*** shall mean a person or entity covered by the "Bad Actor disqualification" provision of Rule 506(d) of the Securities Act.

(n) The Subscriber understands the various risks of an investment in the Company, and has carefully reviewed the various risk factors described in the Company's filings with the SEC.

3. COVENANTS OF THE PARTIES.

3.1 RIGHT OF FIRST OFFER. In the event that a Subscriber shall elect to sell all or any portion of a Note or Warrant held by such Subscriber to any person or entity other than an Affiliate (as hereinafter defined), such Subscriber shall first give written notice thereof to the Company, which notice shall set forth the original principal amount of such Note and the Warrant to be sold and the sales price. For a period of 15 days after receipt of such notice, the Company shall have the right to purchase all or any portion of such Note and Warrant at the so specified sales price, exercisable by giving written notice thereof to such Subscriber within such 15-day period. In the event the Company fails to timely exercise such right, such Subscriber may, subject to Section 3.2 hereof, offer and sell such Note and Warrant at the same or a higher price for a period of 180 days after expiration of such 15-day time period. After expiration of such 180-day period, such Subscriber shall not re-offer any of such Note or Warrant without first allowing the Company to exercise the right herein granted.

3.2 RIGHT OF FIRST REFUSAL. In the event that any Subscriber shall receive and accept a bona fide offer (each, an ***"Offer"***) from any person or entity (other than an Affiliate (as hereinafter defined) or another original holder of Notes) to purchase all or any portion of the Notes or Warrants of such Subscriber, such Subscriber shall give written notice thereof to the Company, which notice shall be accompanied by a copy of such offer or a detailed description of the terms thereof (each, an ***"Offer Notice"***). For a period of 15 days after receipt of the Offer Notice, the Company may elect to purchase the Notes or Warrants subject to the Offer on the same terms as are described in the Offer Notice by giving notice of such election to such Subscriber within such 15-day period. In the event the Company fails to timely exercise such right, the Subscriber may offer and sell such Notes or Warrants to the party delivering the Offer on the terms of such Offer.

For purposes of this Agreement, the term ***"Affiliate"*** shall mean: (a) for purposes of any Subscriber that is an individual, (i) the ancestors, descendants, spouse or private, tax-exempt foundation of such Subscriber, or (ii) a trust, partnership, limited liability company, custodianship or other fiduciary account for the benefit of such Subscriber and/or such private foundation, ancestors, descendants or spouse; (b) for purposes of any Subscriber that is not an individual, (i) any person controlled by, or under the control of, the Subscriber, or (ii) any member, stockholder, partner or other equity holder of such Subscriber that is an "accredited investor", as that term is defined in Rule 501 of Regulation D, as promulgated under the Securities Act.

3.3 INJUNCTIVE RELIEF. Each Subscriber acknowledges and agrees that any breach of the covenants contained in this Section 3 shall constitute a material breach of this Agreement and that damages would be an inadequate remedy in the event of such breach. Accordingly, such Subscriber agrees that the Company shall be entitled to the remedy of specific performance in the event of any such breach and hereby consents to, and waives any right to contest, the imposition of any injunction by a court of competent jurisdiction requested by the Company to enforce specific performance of such covenants. Each Subscriber further agrees that should such Subscriber breach any of such covenants and force the Company to obtain an injunction to specifically enforce such covenants, such Subscriber shall reimburse the Company for all costs incurred by the Company in obtaining such injunction, including, without limitation, court costs and reasonable attorneys' fees and disbursements, all promptly upon receipt of an invoice therefor.

3.4 REQUIREMENT TO APPLY TO LIST ON AN EXCHANGE. On or before the nine month anniversary of the maturity date set forth in the Notes, the Company shall apply to list on Nasdaq or the NYSE American or such other major national securities exchange or market as the Company may choose.

3.5 SURVIVAL OF RIGHTS. The rights and obligations of the parties under this Section 3 shall survive Closing and continue in full force and effect until the effective date of a registration statement for a firmly underwritten initial public offering of the Company's capital stock under the Securities Act.

4. MISCELLANEOUS.

4.1 REGISTRATION RIGHTS. Contemporaneously with the execution and delivery of this Agreement, the parties hereto are executing and delivering a Registration Rights Agreement pursuant to which, among other things, the Company will agree to provide certain registration rights with respect to the shares underlying the Notes and Warrants (including the PA Warrants) under the Securities Act and the rules and regulations promulgated thereunder and applicable state securities laws.

4.2 INDEMNIFICATION.

(a) The Subscriber will, severally and not jointly with any other Subscribers, indemnify and hold harmless the Company and the Placement Agent and their respective officers, directors, members, shareholders, partners, representatives, employees and agents, successors and assigns against any losses, obligations, claims, damages, liabilities, contingencies, judgments, fines, penalties, charges, costs (including, without limitation, court costs, reasonable attorneys' fees and costs of defense and investigation), amounts paid in settlement or expenses, joint or several (collectively, ***"Company Claims"***), reasonably incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto, to which any of them may become subject insofar as such Company Claims (or actions or proceedings, whether commenced or threatened, in respect thereof): (i) arise out of or are based upon any untrue statement or untrue statement of a material fact made by the Subscriber and contained in this Agreement; or (ii) arise out of or are based upon any material breach by the Subscriber of any material representation, warranty, or agreement made by the Subscriber contained herein; provided, however, and notwithstanding anything to the contrary, in no event shall the liability of the Subscriber pursuant to this Section 4.2 exceed the principal amount of the Note that the Subscriber purchases pursuant to this Agreement.

4.3 The Company will indemnify and hold harmless each Subscriber and the Placement Agent and their respective officers, directors, members, shareholders, partners, representatives, employees and agents, successors and assigns, and each other person, if any, who controls such Subscriber within the meaning of the Securities Act against any losses, obligations, claims, damages, liabilities, contingencies, judgments, fines, penalties, charges, costs (including, without limitation, court costs, reasonable attorneys' fees and costs of defense and investigation), amounts paid in settlement or expenses, joint or several (collectively, ***"Subscriber Claims"***), reasonably incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto, to which any of them may become subject insofar as such Subscriber Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any blue sky application or other document executed by the Company specifically for that purpose or based upon written information furnished by the Company filed in any state or other jurisdiction in order to qualify any or all of the Notes (or securities issuable upon conversion of the Notes) under the securities laws thereof (any such application, document or information herein called a ***"Blue Sky Application"***); (ii) any untrue statement or alleged untrue statement of a material fact made by the Company in this Agreement; (iii) any breach by the Company of any representation, warranty, or agreement made by it contained herein or in the Note; or (iv) any violation by the Company or its agents of any rule or regulation promulgated under the Securities Act applicable to the Company or its agents and relating to action or inaction required of the Company in connection with the Offering; and will reimburse such Subscriber or other indemnified person, and each such officer, director or member and each such controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such claim or action; provided, however, that the Company will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Subscriber or other indemnified party or any such controlling person to the Company.

4.4 ADDRESSES AND NOTICES. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via e-mail transmission prior to 5:00 P.M., New York City time, on a trading day, (b) the next trading day after the date of transmission, if such notice or communication is delivered via e-mail transmission on a day that is not a trading day or later than 5:00 P.M., New York City time, on any trading day, (c) the trading day following the date of mailing, if sent by U.S. nationally recognized overnight courier service with next day delivery specified, or (d) upon actual receipt by the party to whom such notice is required to be given. The address and e-mail address for such notices and communications shall be as follows:

If to the Company to:	Biotricty Inc. 275 Shoreline Drive, Suite 150 Redwood City, California 94065 Telephone: (650) 832-1626 Attention: Waqaas Al-Siddiq Email:
With copies to:	Sichenzia Ross Ference LLP 1185 Avenue of the Americas, 37th Floor New York, New York 10036 Facsimile No.: (212) 930-9725 Attention: Gregory Sichenzia E-mail:

If to the Subscriber, to the address and e-mail address set forth on the signature page annexed hereto.

Any such person may by notice given in accordance with this Section 4.4 to the other parties hereto designate another address or person for receipt by such person of notices hereunder.

4.5 TITLES AND CAPTIONS. All Article and Section titles or captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and do not in any way define, limit, extend or describe the scope or intent of any provisions hereof.

4.6 ASSIGNABILITY. This Agreement is not transferable or assignable by the undersigned.

4.7 PRONOUNS AND PLURALS. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

4.8 FURTHER ACTION. The parties shall execute and deliver all documents, provide all information and take or forbear from taking all such action as may be necessary or appropriate to achieve the purposes of this Agreement. Each party shall bear its own expenses in connection therewith.

4.9 APPLICABLE LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware without regard to its conflict of law rules.

4.10 BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors, legal representatives, personal representatives, permitted transferees and permitted assigns. If the undersigned is more than one person, the obligation of the undersigned shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators and successors.

4.11 INTEGRATION. This Agreement, together with the remainder of the Subscription Documents of which this Agreement forms a part, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes and replaces all prior and contemporaneous agreements and understandings, whether written or oral, pertaining thereto, including without limitation, the Prior Agreement. No covenant, representation or condition not expressed in this Agreement shall affect or be deemed to interpret, change or restrict the express provisions hereof.

4.12 AMENDMENT. This Agreement, the Notes and the Warrants may be amended only with the written consent of the Company and the holders of a majority of the aggregate principal amount of the Notes (a ***"Majority in Interest"***). The conditions or observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by written instrument and with respect to conditions or performance obligations benefiting the Company, by the Company, and with respect to conditions or performance obligations benefiting the Subscribers, only with the consent of a Majority in Interest. Any amendment or waiver effected in accordance with this Section 4.12 shall be binding on all holders of the Notes, even if they do not execute such amendment, consent or waiver, as the case may be.

4.13 CREDITORS. None of the provisions of this Agreement shall be for the benefit of or enforceable by creditors of any party.

4.14 WAIVER. No failure by any party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition.

4.15 RIGHTS AND REMEDIES. The rights and remedies of each of the parties hereunder shall be mutually exclusive, and the implementation of one or more of the provisions of this Agreement shall not preclude the implementation of any other provision.

4.16 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SIGNATURES ON THE FOLLOWING PAGES

As of the date first written above, Subscriber hereby elects to purchase Notes in an aggregate subscription amount of $_____ (NOTE: to be completed by Subscriber) and executes the Subscription Agreement.

Signature of Subscriber:

_____ _____

Name: _____ Print Name of Subscriber

Title (if entity): _____

SSN or EIN: _____

Mailing Address of Subscriber: Residence of Subscriber
(if different from Mailing Address)

_____ _____

_____ _____

_____ _____

E-mail Address: _____

If Joint Ownership, check one:

[ ] Joint Tenants with Right of Survivorship
[ ] Tenants-in-Common
[ ] Tenants by the Entirety
[ ] Community Property
[ ] Other (specify): _____

Joint Owner (if applicable):

_____

Name:_____

FOREGOING SUBSCRIPTION ACCEPTED:

BIOTRICTY, INC.

By: _____
Name:Waqaas Al-Siddiq
Title: Chief Executive Officer

EXHIBIT A

BIOTRICTY INC.

SUBSCRIBER QUESTIONNAIRE

Biotricty Inc.
275 Shoreline Drive, Suite 150
Redwood City, California 94065

The information contained herein is being furnished to Biotricty Inc. (the ***"Company"***) in order for the Company to determine whether the undersigned's subscription for Convertible Promissory Notes (the ***"Notes"***) and Warrants (the ***"Warrants"***) therein may be accepted pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the ***"Securities Act"***) and Regulation D promulgated thereunder (***"Regulation D"***). The undersigned understands that (i) the Company will rely upon the following information for purposes of complying with Federal and applicable state securities laws, (ii) none of the Notes, the Warrants or any securities issuable thereunder will be registered under the Securities Act in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act and Regulation D, and (iii) this questionnaire is not an offer to sell nor the solicitation of an offer to buy any Notes, Warrants or any other securities, to the undersigned.

The following representations and information are furnished herewith:

1. QUALIFICATION AS AN ACCREDITED INVESTOR. Please check the categories applicable to you indicating the basis upon which you qualify as an Accredited Investor for purposes of the Securities Act and Regulation D thereunder.

[ ] **Individual with Net Worth In Excess of $1,000,000.** A natural person (not an entity) whose net worth, or joint net worth with his or her spouse, at the time of purchase exceeds $1,000,000. (Explanation: In calculating your net worth, you must exclude the value of your primary residence. This means you must exclude both the equity in your primary residence and any mortgage or other debt secured by your primary residence up to the fair market value of your primary residence; provided, however, that any indebtedness secured by your primary residence that (i) you have incurred in the 60 day period prior to the date of your subscription to the Company or (ii) is in excess of the fair market value of your primary residence should be considered a liability and deducted from your aggregate net worth. In calculating your net worth, you may include your equity in personal property and real estate (excluding your primary residence), cash, short-term investments, stock and securities. Your inclusion of equity in personal property and real estate (excluding your primary residence) should be based on the fair market value of such property less debt secured by such property.)

[ ] **Individual with a $200,000 Individual Annual Income.** A natural person (not an entity) who had an individual income of more than $200,000 in each of the preceding two calendar years, and has a reasonable expectation of reaching the same income level in the current year.

[ ] **Individual with a $300,000 Joint Annual Income.** A natural person (not an entity) who had joint income with his or her spouse in excess of $300,000 in each of the preceding two calendar years, and has a reasonable expectation of reaching the same income level in the current year.

[ ] **Corporations or Partnerships.** A corporation, partnership, or similar entity that has in excess of $5,000,000 of assets and was not formed for the specific purpose of acquiring Notes and Warrants in the Company.

[ ] **Revocable Trust.** A trust that is revocable by its grantors and *each* of whose grantors is an accredited investor. (If this category is checked, please also check the additional category or categories under which the grantor qualifies as an accredited investor.)

[ ] **Irrevocable Trust.** A trust (other than an ERISA plan) that (i) is not revocable by its grantors, (ii) has in excess of $5,000,000 of assets, (iii) was not formed for the specific purpose of acquiring Notes and Warrants, and (iv) is directed by a person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of an investment in the Company.

[ ] **IRA or Similar Benefit Plan.** An IRA, Keogh or similar benefit plan that covers a natural person who is an accredited investor. (If this category is checked, please also check the additional category or categories under which the natural person covered by the IRA or plan qualifies as an accredited investor.)

[ ] **Participant-Directed Employee Benefit Plan Account.** A participant-directed employee benefit plan investing at the direction of, and for the account of, a participant who is an accredited investor. (If this category is checked, please also check the additional category or categories under which the participant qualifies as an accredited investor.)

[ ] **Other ERISA Plan.** An employee benefit plan within the meaning of Title I of the ERISA Act *other than* a participant-directed plan with total assets in excess of $5,000,000 *or* for which investment decisions (including the decision to purchase an Interest) are made by a bank, registered investment adviser, savings and loan association, or insurance company.

[ ] **Government Benefit Plan.** A plan established and maintained by a state, municipality, or any agency of a state or municipality, for the benefit of its employees, with total assets in excess of $5,000,000.

[ ] **Non-Profit Entity.** An organization described in Section 501(c)(3) of the Internal Revenue Code, as amended, with total assets in excess of $5,000,000 (including endowment, annuity and life income funds), as shown by the organization's most recent audited financial statements.

[ ] **Other Institutional Investor (check one).**

[ ] A bank, as defined in Section 3(a)(2) of the Securities Act (whether acting for its own account or in a fiduciary capacity);
[ ] A savings and loan association or similar institution, as defined in Section 3(a)(5)(A) of the Securities Act (whether acting for its own account or in a fiduciary capacity;
[ ] A Placement Agent-dealer registered under the Securities Exchange Act of 1934, as amended;
[ ] An insurance company, as defined in section 2(13) of the Securities Act;
[ ] A "business development company," as defined in Section 2(a)(48) of the Investment Company Act;
[ ] A small business investment company licensed under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended; or
[ ] A "private business development company" as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.

[ ] **Executive Officer or Director.** A natural person who is an executive officer, director or managing member of the Company.

[ ] **Entity Owned Entirely By Accredited Investors.** A corporation, partnership, private investment company or similar entity *each* of whose equity owners is an accredited investor. (If this category is checked, please also check the additional category or categories under which each equity owner qualifies as an accredited investor.)

[ ] **I do not qualify for any of the above.**

2. REPRESENTATIONS AND WARRANTIES BY LIMITED LIABILITY COMPANIES, CORPORATIONS, PARTNERSHIPS, TRUSTS AND ESTATES. If the Subscriber is a corporation, partnership, limited liability company or trust, the Subscriber and each person signing on behalf of Subscriber certifies that the following responses are accurate and complete:

Was the undersigned organized or reorganized for the specific purpose, or for the purpose among other purposes, of acquiring interests in the Company?

Yes [ ] No [ ]

Will the Subscriber, at any time, invest more than 40% of Subscriber's assets in the Company?

Yes [ ] No [ ]

Under the Subscribing entity's governing documents and in practice, are the Subscribing entity's investment decisions based on the investment objectives of the Subscribing entity and its owners generally and not on the particular investment objectives of any one or more of its individual owners?

Yes [ ] No [ ]

Does any individual shareholder, partner or member or group of shareholders, partners or members of the undersigned have the right to elect whether or not to participate in the investment of the Subscribing entity in the Company or to determine the level of participation of such partner or group therein?

Yes [ ] No [ ]

Is the Subscribing entity authorized and qualified to become a note holder of the Company and does the Subscribing entity and the undersigned hereto further represent and warrant that such signatory has been duly authorized by the Subscribing entity to execute the Subscription Documents?

Yes [ ] No [ ]

Is the undersigned a private investment company which is not registered under the Investment Company Act, as amended, in reliance on Section 3(c)(1) or Section 3(c)(7) thereof?

Yes [ ] No [ ]

3. TAXPAYER ID NUMBER; NO BACKUP WITHHOLDING; NOT A FOREIGN PERSON OR ENTITY. If Subscriber is a "non-U.S. person or entity," allocations of Company income may be subject to withholding and taxation under the Internal Revenue Code, as amended (***"Code"***). Subscriber acknowledges that it may be required to file U.S. income tax returns. If the Subscriber is a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the regulations thereunder), please contact the Company. The Subscriber understands that the information contained in this item may be disclosed to the Internal Revenue Service by the Company and that any false statement contained in this item could be punished by fine, imprisonment or both.

Subscriber certifies that the taxpayer identification number being supplied herewith by Subscriber is Subscriber's correct taxpayer identification number and that Subscriber is not subject to backup withholding under Section 3406 of the Code and the regulations thereunder?

Yes [ ] No [ ]

Subscriber certifies that Subscriber is not a "Non-U.S. person" or, if an entity, that Subscribing entity is not a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined the Code and the regulations thereunder.

Yes [ ] No [ ]

If Subscriber's non-foreign status changes or if any other information in this item changes, Subscriber agrees to notify the Company within 30 days thereafter.

Yes [ ] No [ ]

To the best of my information and belief, the above information supplied by me is true and correct in all respects.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 10.2

CONVERTIBLE PROMISSORY NOTE

THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH, OR PURSUANT TO AN EXEMPTION FROM, THE REQUIREMENTS OF SUCH ACT OR SUCH LAWS.

BIOTRICITY INC.

CONVERTIBLE PROMISSORY NOTE

Principal Amount: US $_____ **Date: _____**

BIOTRICITY INC., a Nevada corporation (the ***"Company"***), for value received, hereby promises to pay to _____ or his, her or its permitted assigns or successors (the ***"Holder"***), the principal amount of $_____ (the ***"Principal Amount"***), without demand, on the Maturity Date (as hereinafter defined), together with any accrued and unpaid interest due thereon.

This Convertible Promissory Note (this ***"Note"***) shall bear interest at a fixed rate of 12% per annum, beginning on the Issue Date. Interest shall be computed based on a 360-day year of twelve 30-day months and shall be payable, along with the Principal Amount and any fees and expenses then due and owing, on the Maturity Date. Except as set forth in Section 3.1, payment of all principal and interest due shall be in such coin or currency of the United States of America as shall be legal tender for the payment of public and private debts at the time of payment.

This Note is a convertible promissory note referred to in that certain Subscription Agreement dated as of _____ (the ***"Subscription Agreement"***), or series of like subscription agreements, among the Company and the subscribers named therein, pursuant to which the Company is seeking to raise an aggregate of up to $10,000,000 (or such higher amount as the Company's Board of Directors shall determine).

1. DEFINITIONS.

1.1 DEFINITIONS. The terms defined in this Section 1 whenever used in this Note shall have the respective meanings hereinafter specified.

"Applicable Laws" means any and all applicable foreign, federal, state and local statutes, laws, regulations, ordinances, policies, and rules or common law (whether now existing or hereafter enacted or promulgated), of any and all governmental authorities, agencies, departments, commissions, boards, courts, or instrumentalities of the United States, any state of the United States, any other nation, or any political subdivision of the United States, any state of the United States or any other nation, and all applicable judicial and administrative, regulatory or judicial decrees, judgments and orders, including common law rules and determinations.

"Automatic Conversion" means an automatic conversion of this Note to Common Stock in accordance with Section 3.1(b).

"Common Stock" means the common stock, par value $0.001 per share, of the Company.

"Common Stock Equivalents" means notes, debentures or shares of preferred stock of the Company that are convertible into Common Stock or warrants or other rights to purchase Common Stock upon exercise thereof.

"Conversion Shares" means the Common Stock issued or issuable to the Holder upon conversion pursuant to Article 3.

"Conversion Date" shall mean the date the Company receives a Conversion Notice in accordance with Section 3.1(a) or the date of an event that results in an Automatic Conversion under Section 3.1(b), as applicable.

"Conversion Notice" shall have the meaning set forth in Section 3.1(a).

"Conversion Price" means (subject in all cases to proportionate adjustment for stock splits, stock dividends, and similar transactions), (i) in the case of an Optional Conversion, 75% of the volume weighted average price of the Common Stock for the 5 trading days prior to the Conversion Date, (ii) in the case of an Automatic Conversion under Section 3.1(b)(i), 75% of the volume weighted average price of the Common Stock for the 20 trading days prior to the Conversion Date, (iii) in the case of an Automatic Conversion under Section 3.1(b)(ii), 75% of the price per share of Common Stock (or conversion price per share in the event of the sale of Common Stock Equivalents) sold in the Qualified Financing.

"Event of Default" shall have the meaning set forth in Section 6.1.

"Holder" or ***"Holders"*** means the person named above or any Person who shall thereafter become a recordholder of this Note in accordance with the terms hereof.

"Issue Date" means the issue date stated above.

"Maturity Date" means ____, 2021 [one year from Final closing.]

"Optional Conversion" means a conversion of this Note to Common Stock at the option of the Holder in accordance with Section 3.1(a).

"National Exchange" means the Nasdaq Global Select Market, Nasdaq Global Market, Nasdaq Capital Market, New York Stock Exchange, or NYSE American.

"Person" means an individual, corporation, partnership, limited liability company, association, trust, joint venture, unincorporated organization or any government, governmental department or agency or political subdivision thereof.

"Qualified Financing" means the next equity round of financing of the Company of Common Stock or Common Stock Equivalents in a transaction or series of transactions that raises in excess of $5,000,000 in gross proceeds (excluding securities convertible into the equity security sold in such offering).

"Securities Act" means the United States Securities Act of 1933, as amended.

2. GENERAL PROVISIONS.

2.1 LOSS, THEFT, DESTRUCTION OF NOTE. Upon receipt of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of this Note and, in the case of any such loss, theft or destruction, upon receipt of indemnity or security reasonably satisfactory to the Company, or, in the case of any such mutilation, upon surrender and cancellation of this Note, the Company will make and deliver, in lieu of such lost, stolen, destroyed or mutilated Note, a new Note of like tenor and unpaid principal amount dated as of the date hereof. This Note shall be held and owned upon the express condition that the provisions of this Section 2.1 are exclusive with respect to the replacement of a mutilated, destroyed, lost or stolen Note and shall preclude any and all other rights and remedies notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement of negotiable instruments or other securities without their surrender.

2.2 PREPAYMENT. The Company may prepay this Note in full but not in part at any time prior to the Maturity Date upon 20 days' prior written notice by delivering to the Holder the Principal Amount, together with interest accrued to the date of prepayment and any fees and expenses under the Note that are then due and owing (the "Prepaid Amount") together with a prepayment fee equal to 15% of the Prepaid Amount.

3. CONVERSION OF NOTE.

3.1 CONVERSION.

(a) Optional Conversion. Commencing six months following the Issuance Date, and at any time thereafter (provided the Holder has not received notice of the Company's intent to prepay the Note in accordance with Section 2.2 hereof in the immediately preceding 20 day period), at the sole election of the Holder, any amount of the outstanding principal and accrued interest of this Note (the ***"Outstanding Balance"***) may be converted into that number of shares of Common Stock equal to: (i) the Outstanding Balance divided by (ii) the Conversion Price. Partial conversions of this Note shall have the effect of lowering the outstanding principal amount of this Note. The Holder may exercise such conversion right by providing written notice to the Company of such exercise in a form reasonably acceptable to the Company (a ***"Conversion Notice"***).

(b) Automatic Conversion. In each case, subject to the trading volume of the Company's Common Stock being a minimum of $500,000 for each trading day in the 20 consecutive trading days immediately preceding the Conversion Date, this Note will automatically convert to Common Stock at the applicable Conversion Price, upon the earlier to occur of (i) the Common Stock being listed on a National Exchange; (ii) upon the closing of a Qualified Financing.

(c) Cancellation. Upon and as of the Conversion Date, this Note will be cancelled on the books and records of the Company and shall represent the right to receive the Conversion Shares.

3.2 DELIVERY OF SECURITIES UPON CONVERSION.

(a) The Company shall deliver or cause to be delivered to the Holder, the Conversion Shares within five (5) business days of the Conversion Date.

(b) Upon conversion of this Note, the Company shall take all such actions as are necessary in order to ensure that the Conversion Shares so issued upon such conversion shall be validly issued, fully paid and nonassessable.

FRACTIONAL SHARES. No fractional shares or scrip representing fractional shares shall be issued upon conversion of this Note. If any conversion of this Note would create a fractional share or a right to acquire a fractional share, the Company shall round to the nearest whole number.

4. STATUS; RESTRICTIONS ON TRANSFER.

4.1 STATUS OF NOTE. This Note is a direct, general and unconditional obligation of the Company, and constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms subject, as to enforcement, to bankruptcy, insolvency, reorganization and other similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity. This Note does not confer upon the Holder any right to vote or to consent or to receive notice as a stockholder of the Company, as such, in respect of any matters whatsoever, or any other rights or liabilities as a stockholder, prior to conversion hereof into Conversion Shares.

4.2 RESTRICTIONS ON TRANSFERABILITY. This Note and any Conversion Shares issued with respect to this Note, have not been registered under the Securities Act, or under any state securities or so-called "blue sky laws," and may not be offered, sold, transferred, hypothecated or otherwise assigned except (a) pursuant to a registration statement with respect to such securities which is effective under the Act or (b) upon receipt from counsel satisfactory to the Company of an opinion, which opinion is satisfactory in form and substance to the Company, to the effect that such securities may be offered, sold, transferred, hypothecated or otherwise assigned (i) pursuant to an available exemption from registration under the Act and (ii) in accordance with all applicable state securities and so-called "blue sky laws." The Holder agrees to be bound by such restrictions on transfer. The Holder further consents that the certificates representing the Conversion Shares that may be issued with respect to this Note may bear a restrictive legend to such effect.

5. COVENANTS. In addition to the other covenants and agreements of the Company set forth in this Note, the Company covenants and agrees that so long as this Note shall be outstanding:

5.1 PAYMENT OF NOTE. The Company will punctually, according to the terms hereof, pay or cause to be paid all amounts due under this Note, including without limitation, any prepayment of the Note in accordance with Section 2.2 above, via corporate check, bank check, or wire transfer to the account and address directed by the Holder.

5.2 NOTICE OF DEFAULT. If the Company becomes aware that any one or more events have occurred which constitute or which, with the giving of notice or the lapse of time or both, would constitute an Event of Default, the Company will forthwith give notice to the Holder, specifying the nature and status of the Event of Default.

5.3 COMPLIANCE WITH LAWS. While this Note is outstanding, the Company will use its reasonable best efforts to comply in all material respects with all Applicable Laws, except where the necessity of compliance therewith is contested in good faith by appropriate proceedings.

5.4 USE OF PROCEEDS. The Company shall use the proceeds of this Note for general working capital.

5.5 RESERVATION OF STOCK. The Company covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock solely for the purpose of issuance upon conversion of this Note as herein provided, free from preemptive rights or any other actual contingent purchase rights of persons other than the Holder, not less than such number of shares of the Common Stock as shall be issuable upon the conversion of the outstanding Principal Amount of this Note. The Company covenants that all shares of Common Stock that may be issuable upon conversion of this Note shall, upon issue, be duly and validly authorized, issued and fully paid and nonassessable. No consent of any other party and no consent, license, approval or authorization of, or registration or declaration with, any governmental authority, bureau or agency is required in connection with the execution, delivery or performance by the Company, or the validity or enforceability of this Note other than such as have been met or obtained. The execution, delivery and performance of this Note and all other agreements and instruments executed and delivered or to be executed and delivered pursuant hereto or thereto or the securities issuable upon conversion of this Note will not violate any provision of any existing law or regulation or any order or decree of any court, regulatory body or administrative agency or the articles of incorporation or by-laws of the Company or any mortgage, indenture, contract or other agreement to which the Company is a party or by which the Company or any property or assets of the Company may be bound.

6. REMEDIES.

6.1 EVENTS OF DEFAULT. ***"Event of Default"*** wherever used herein means any one of the following events and the continuance of such breach for a period of twenty (20) days after there has been given to the Company by the Holder a written notice specifying such default and requiring it to be remedied:

(a) The Company shall fail to issue and deliver the Conversion Shares in accordance with Section 3, which failure continues for ten days;

(b) Default in the due and punctual payment of the principal of, or any other amount owing in respect of (including interest and any fees and expenses then owing), this Note when and as the same shall become due and payable (including for this purpose, any prepayment of the Note which is not paid in full on the twentieth day following the Holder's receipt of notice therefor in accordance with Section 2.2 above) which failure continues for 20 days;

(c) The breach by the Company of any covenant or agreement of the Company in this Note (other than a covenant or agreement a default in the performance of which is specifically provided for elsewhere in this Section 6.1), and the continuance of such default for a period of ten (10) days after there has been given to the Company by the Holder a written notice specifying such default and requiring it to be remedied;

(d) The breach by the Company of any material covenant, agreement, representation or warranty of the Company contained in Section 2.1 of the Subscription Agreement;

(e) The entry of a decree or order by a court having jurisdiction adjudging the Company as bankrupt or insolvent; or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under the Federal Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee or sequestrator (or other similar official) of the Company or of any substantial part of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 calendar days;

(f) The institution by the Company of proceedings to be adjudicated as bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under the Federal Bankruptcy Code or any other applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee or sequestrator (or other similar official) of the Company or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors; or

(g) The Company seeks the appointment of a statutory manager or proposes in writing or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or any group or class thereof or files a petition for suspension of payments or other relief of debtors or a moratorium or statutory management is agreed or declared in respect of or affecting all or any material part of the indebtedness of the Company;

(h) Any cessation of operations by the Company or the Company admits it is otherwise generally unable to pay its debts as such debts become due, provided, however, that any disclosure of the Borrower's ability to continue as a "going concern" shall not be an admission that the Borrower cannot pay its debts as they become due;

(i) The Company attempts to assign this Note without the prior written consent of the Holder or consolidates with or merges into any other entity or transfers all or substantially all of its assets to any person or entity by operation of law or otherwise; or

(j) EFFECTS OF DEFAULT. if an Event of Default occurs and is continuing, then and in every such case (i) the Holder may declare this Note to be due and payable immediately, by a notice in writing to the Company, and upon any such declaration, the Company shall pay to the Holder the outstanding principal amount of this Note plus all accrued and unpaid interest through the date the Note is paid in full, together with all expenses of collection hereof, including, but not limited to, attorneys' fees and legal expenses, and (ii) the annual interest rate on this Note will increase to the lower of 20% or the maximum amount allowed under Applicable Laws, provided that, if such maximum amount is determined by a court with jurisdiction over such matter to be lower than 20%, the Company shall issue to the Holder shares of Common Stock in an amount with a value (based on the Conversion Price for an Optional Conversion) equal to the difference between the amount of interest the Holder would be owed based on a 20% interest rate and such lower amount based on the maximum interest rate allowed under Applicable Law.

6.2 REMEDIES NOT WAIVED; EXERCISE OF REMEDIES. No course of dealing between the Company and the Holder or any delay in exercising any rights hereunder shall operate as a waiver by the Holder. No failure or delay by the Holder in exercising any right, power or privilege under this Note shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law. By acceptance hereof, the Holder acknowledges and agrees that this Note is one of a series of Convertible Subordinated Promissory Notes of similar tenor issued by the Company (collectively, the ***"Related Notes"***) and that upon the occurrence and during the continuance of any Event of Default, the holders of a majority in original principal amount of the Related Notes shall have the right to act on behalf of the holders of all such Notes in exercising and enforcing all rights and remedies available to all of such holders under this Note, including, without limitation, foreclosure of any judgment lien on any assets of the Company. By acceptance hereof, the Holder agrees not to independently exercise any such right or remedy without the consent of the holders of a majority in original principal amount of the Related Notes.

7. MISCELLANEOUS.

7.1 SEVERABILITY. If any provision of this Note shall be held to be invalid or unenforceable, in whole or in part, neither the validity nor the enforceability of the remainder hereof shall in any way be affected.

7.2 NOTICE. Where this Note provides for notice of any event, such notice shall be given (unless otherwise herein expressly provided) in writing and either (a) delivered personally, (b) sent by certified, registered or express mail, postage prepaid or (c) sent by electronic transmission, and shall be deemed given when so delivered personally, sent by electronic transmission or mailed. Notices shall be addressed, if to Holder, to its address or e-mail address as provided in the Subscription Agreement or, if to the Company, to its principal office.

7.3 GOVERNING LAW. This Note shall be governed by, and construed in accordance with, the laws of the State of Nevada (without giving effect to any conflicts or choice of law provisions that would cause the application of the domestic substantive laws of any other jurisdiction).

7.4 FORUM. The Holder and the Company hereby agree that any dispute which may arise out of or in connection with this Note shall be adjudicated before a court of competent jurisdiction in the State of New York and they hereby submit to the exclusive jurisdiction of the courts of the State of New York, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, with respect to any action or legal proceeding commenced by either of them and hereby irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum.

7.5 MAXIMUM PAYMENTS. Nothing contained herein shall be deemed to establish or require the payment of a rate of interest or other charges in excess of the maximum permitted by applicable law. In the event that the rate of interest required to be paid or other charges hereunder exceed the maximum permitted by such law, any payments in excess of such maximum shall be credited against amounts owed by the Company to the Holder and thus refunded to the Company.

7.6 HEADINGS. The headings of the Articles and Sections of this Note are inserted for convenience only and do not constitute a part of this Note.

7.7 AMENDMENTS. This Note may be amended or waived only with the written consent of the Company and the holders of a majority in original aggregate principal amount of the Related Notes. Any such amendment or waiver shall be binding on all holders of the Notes, even if they do not execute such consent, amendment or waiver.

7.8 NO RECOURSE AGAINST OTHERS. The obligations of the Company under this Note are solely obligations of the Company and no officer, employee or stockholder shall be liable for any failure by the Company to pay amounts on this Note when due or perform any other obligation.

7.9 ASSIGNMENT; BINDING EFFECT. This Note may not be assigned by the Company without the prior written consent of the Holder and any unauthorized assignment shall be null and void ab initio. This Note shall be binding upon and inure to the benefit of both parties hereto and their respective permitted successors and assigns.

7.10 NON-CIRCUMVENTION. The Company hereby covenants and agrees that the Company will not, by amendment of its articles of incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Note, and will at all times in good faith carry out all of the provisions of this Note and take all action as may be required to protect the rights of the Holder of this Note.

IN WITNESS WHEREOF, the Company has caused this Note to be signed by its duly authorized officer on the date hereinabove written.

BIOTRICITY INC.

By: _____
Name:
Title:

Exhibit 10.3

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

No. [B-__] [_____], 2020

BIOTRICTY INC.

COMMON STOCK PURCHASE WARRANT

THIS CERTIFIES THAT, for value received, [_____], or his/her/our registered assigns (the ***"Holder"***), is entitled to subscribe for and purchase from **BIOTRICTY TECHNOLOGIES CORPORATION**, a Nevada corporation (the ***"Company"***), at any time commencing on [_____], 2020 and expiring on _____[three years from date of issuance], 2023 (such period, the ***"Warrant Exercise Term"***), the Shares at the Exercise Price (each as defined in Section 1 below).

This Warrant is issued in connection with that certain Subscription Agreement dated _____, 2020 pursuant to which the subscriber purchased a 12% convertible promissory note (the "***Note***") and this Warrant, from the Company. Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Note.

This Warrant is subject to the following terms and conditions:

1. SHARES. The Holder has, subject to the terms set forth herein, the right to purchase, at any time during the Warrant Exercise Term, up to [_____] shares of Company's common stock [50% warrant coverage] , par value $0.001 per share (the "***Common Stock***"), at a per share exercise price of $_____[20% Premium to 20 day VWP prior to the transaction last closing date] (as the same may be adjusted as provided in Section 3 hereof, the ***"Exercise Price"***). The shares of Common Stock received upon any exercise of this Warrant are referred to herein as the ***"Shares"***.

2. EXERCISE OF WARRANT.

(a) Exercise. This Warrant may be exercised by the Holder at any time during the Warrant Exercise Term, in whole or in part, by delivering to the Company at its principal office, or at such other office as the Company may designate (i) the notice of exercise attached as EXHIBIT A hereto (the ***"Notice of Exercise"***), duly executed by the Holder and (ii) this Warrant certificate, accompanied by (iii) payment, in cash or by wire transfer of immediately available funds or by check payable to the order of the Company of the amount obtained by multiplying the number of Shares designated in the Notice of Exercise by the Exercise Price (the ***"Purchase Price"***). For purposes hereof, ***"Exercise Date"*** shall mean the date on which all deliveries required to be made to the Company upon exercise of this Warrant pursuant to this Section 2(a) shall have been made. In no event shall the Company be required to net cash settle any Warrant exercise.

(b) Issuance of Shares. As soon as practicable after the exercise of this Warrant, in whole or in part, in accordance with Section 2(a) hereof, the Company, at its expense, shall promptly issue the Shares to the Holder pursuant to the instructions in the Notice of Exercise

(ii) The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

3. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF SHARES.

(a) Adjustment for Reclassification, Consolidation or Merger. If while this Warrant, or any portion hereof, remains outstanding and unexpired, the Company, directly or indirectly, in one or more related transactions (i) effects any merger or consolidation of the Company with or into another Person (as defined below), (ii) effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of the Company's assets in one or a series of related transactions, (iii) effects any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "***Fundamental Transaction***"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "***Alternate Consideration***") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. Notwithstanding anything to the contrary, in the event of a Fundamental Transaction other than one in which a Successor Entity (as defined below) that is a publicly traded corporation whose stock is quoted or listed on a Trading Market assumes this Warrant such that the Warrant shall be exercisable for the publicly traded common stock of such Successor Entity, the Company or any Successor Entity shall, at the Holder's option, exercisable at any time concurrently with, or within 30 days after, the consummation of the Fundamental Transaction, purchase this Warrant from the Holder by paying to the Holder an amount equal to the Black Scholes Value of the remaining unexercised portion of this Warrant on the date of the consummation of such Fundamental Transaction using the same type or form of consideration (and in the same proportion) that is being offered and paid to the holders of Common Stock of the Company in connection with the Fundamental Transaction, whether that consideration be in the form of cash, stock or any combination thereof, or whether the holders of Common Stock are given the choice to receive from among alternative forms of consideration in connection with the Fundamental Transaction. Any cash payment will be made by wire transfer of immediately available funds within five Business Days of the Holder's election (or, if later, on the effective date of the Fundamental Transaction). The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "***Successor Entity***") to assume in writing all of the obligations of the Company under this Warrant in accordance with the provisions of this Section 3(a) and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction). Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant with the same effect as if such Successor Entity had been named as the Company herein.

For purposes herein:

"***Black Scholes Value***" means the value of this Warrant based on the Black and Scholes Option Pricing Model obtained from the "OV" function on Bloomberg, L.P. ("***Bloomberg***") determined as of the day of consummation of the applicable Fundamental Transaction for pricing purposes and reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Termination Date, (B) an expected volatility equal to the greater of 100% and the 100 day volatility obtained from the HVT function on Bloomberg as of the Trading Day immediately following the public announcement of the applicable Fundamental Transaction, (C) the underlying price per share used in such calculation shall be the sum of the price per share being offered in cash, if any, plus the value of any non-cash consideration, if any, being offered in such Fundamental Transaction and (D) a remaining option time equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Termination Date.

"***Person***" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange (or any successors to any of the foregoing), the OTC Bulletin Board or OTC Markets, Inc.

(b) Adjustments for Split, Subdivision or Combination of Shares. If the Company shall at any time subdivide (by any stock split, stock dividend, recapitalization, reorganization, reclassification or otherwise) the shares of Common Stock subject to acquisition hereunder, then, after the date of record for effecting such subdivision, the Exercise Price in effect immediately prior to such subdivision will be proportionately reduced and the number of shares of Common Stock subject to acquisition upon exercise of the Warrant will be proportionately increased. If the Company at any time combines (by reverse stock split, recapitalization, reorganization, reclassification or otherwise) the shares of Common Stock subject to acquisition hereunder, then, after the record date for effecting such combination, the Exercise Price in effect immediately prior to such combination will be proportionately increased and the number of shares of Common Stock subject to acquisition upon exercise of the Warrant will be proportionately decreased.

(c) Adjustments for Dividends in Stock or Other Securities or Property. If while this Warrant, or any portion hereof, remains outstanding and unexpired, the holders of any class of securities as to which purchase rights under this Warrant exist at the time shall have received or, on or after the record date fixed for the determination of eligible stockholders, shall have become entitled to receive, without payment therefor, other or additional stock or other securities or property (other than cash) of the Company by way of dividend, then and in each case, this Warrant shall represent the right to acquire, in addition to the number of shares of such class of security receivable upon exercise of this Warrant, and without payment of any additional consideration therefor, the amount of such other or additional stock or other securities or property (other than cash) of the Company that such holder would be entitled to receive had it been the holder of record of the class of security receivable upon exercise of this Warrant on the record date fixed for the determination of stockholders eligible to receive such dividend, giving effect to all adjustments called for by the provisions of this Section 3 that occur from such record date to the date of such exercise.

(d) Notice of Adjustments. Upon any adjustment of the Exercise Price and any increase or decrease in the number of Shares purchasable upon the exercise of this Warrant, then, and in each such case, the Company, within 30 days thereafter, shall give written notice thereof to the Holder at the address of such Holder as shown on the books of the Company, which notice shall state the Exercise Price as adjusted and, if applicable, the increased or decreased number of Shares purchasable upon the exercise of this Warrant, setting forth in reasonable detail the method of calculation of each. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this Section 3, following any adjustment hereunder, the number of Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

4. TRANSFER OF WARRANT.

(a) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with certain transfer restrictions.

(b) Holder Representation. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

5. NOTICES. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via e-mail transmission prior to 5:00 P.M., New York City time, on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via e-mail transmission on a day that is not a Trading Day or later than 5:00 P.M., New York City time, on any Trading Day, (c) the trading day following the date of mailing, if sent by U.S. nationally recognized overnight courier service with next day delivery specified, or (d) upon actual receipt by the party to whom such notice is required to be given. The address and e-mail address for such notices and communications shall be as follows:

If to the Company to:

Biotricty Inc.
275 Shoreline Drive, Suite 150
Redwood City, California 94065
Telephone: (650) 832-1626
Attention: Waqaas Al-Siddiq
Email:

With a copy (that shall not constitute notice) to:

Sichenzia Ross Ference LLP
1185 Avenue of the Americas, 37th Floor
New York, New York 10036
Facsimile No.: (212) 930-9725
Attention: Gregory Sichenzia
E-mail:

If to the Holder at its address or e-mail address as furnished in that certain subscription agreement entered into between the Holder and the Company in connection with Holder's purchase of the Note.

Either party may give any notice, request, consent or other communication under this Warrant using any other means, but no such notice, request, consent or other communication shall be deemed to have been duly given unless and until it is actually received by the party for whom it is intended. Either party may change the address to which notices, requests, consents or other communications hereunder are to be delivered by giving the other party notice in the manner set forth in this Section 5.

6. LEGENDS. The Holder acknowledges that each certificate evidencing the Shares acquired upon the exercise of this Warrant will have restrictions upon resale imposed by state and federal securities laws. Each such certificate shall be stamped or imprinted with a legend substantially in the following form:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, WHICH OPINION SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

8. FRACTIONAL SHARES. No fractional Shares will be issued in connection with any exercise hereunder. Instead, the Company shall round the number of Shares to be issued up to the nearest whole Share. This Warrant may only be exercised for whole shares.

9. RIGHTS OF STOCKHOLDERS. Except as expressly provided in Section 3(c) hereof, the Holder, as such, shall not be entitled to vote or receive dividends or be deemed the holder of the Shares or any other securities of the Company that may at any time be issuable on the exercise hereof for any purpose, nor shall anything contained herein be construed to confer upon the Holder, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or otherwise until this Warrant shall have been exercised and the Shares purchasable upon the exercise hereof shall have been issued, as provided herein.

10. MISCELLANEOUS.

(a) Sections [7.3, 7.4, 7.7, and 7.9] of the Note shall apply to this Warrant, mutatis mutandis, as if fully set forth herein. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Note. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

(b) The headings in this Warrant are for purposes of reference only, and shall not limit or otherwise affect any of the terms hereof.

(c) The terms of this Warrant shall be binding upon and shall inure to the benefit of any successors or permitted assigns of the Company, the Holder, and any holder of the Shares issued or issuable upon the exercise hereof.

(d) This Warrant and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subject hereof.

(e) The Company shall not, by amendment of the articles of incorporation or bylaws, or through any other means, directly or indirectly, avoid or seek to avoid the observance or performance of any of the terms of this Warrant and shall at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder contained herein against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

(f) Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company, or, in the case of any such mutilation, upon surrender and cancellation of such Warrant, the Company, at its expense, will execute and deliver to the Holder, in lieu thereof, a new Warrant of like date and tenor.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by its duly authorized officer.

BIOTRICITY, INC.

By: _____
Name: Waqaas Al Siddiq
Title: Chief Executive Officer

SIGNATURE PAGE TO
COMMON STOCK PURCHASE WARRANT

EXHIBIT A

NOTICE OF EXERCISE

TO: **Biotricty Inc.**

(1) The undersigned hereby elects to purchase _____ Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any, in the form of cash in lawful money of the United States.

(2) Please issue said Shares in the name of the undersigned or in such other name as is specified below:

_____

The Shares shall be delivered to the following DWAC Account Number:

_____

_____

_____

(3) The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[HOLDER]

Name of Investing Entity:
_____
Signature of Authorized Signatory of Investing Entity: _____
Name of Authorized Signatory: _____
Title of Authorized Signatory: _____
Date: _____

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated: _____ __, _____

Holder's Signature:

Holder's Address:

Exhibit 10.4

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "*Agreement*") is made and entered into as of _____, 2020 by and among (i) Biotricity Inc., a Nevada corporation (the "*Company*"), and the Purchasers named on Schedule I (each, a "*Purchaser*" and, together, the "*Purchasers*").

RECITALS:

WHEREAS, the Purchasers have agreed to purchase from the Company, and the Company has agreed to sell to the Purchasers, Convertible Promissory Notes (the "*Notes*", convertible into shares of common stock, par value $0.001 per share (the "*Common Stock*") and Warrants (as defined herein) of the Company, on the terms and conditions set forth in the Subscription Agreement dated as of _____, 2020 by and among the Company and the Purchasers (the "*Securities Purchase Agreement*"); and

WHEREAS, it is a condition to the final closing of the transactions contemplated under those certain Securities Purchase Agreements by and between the Company and each of the Purchasers (the "*Closing*") that the parties hereto enter into this Agreement to set forth certain rights and obligations of the parties in connection with the transactions contemplated under the Securities Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Securities Purchase Agreement. As used in this Agreement, the following capitalized terms shall have the respective meanings set forth below in this Section 1.1:

"*Affiliate*" means, in respect of a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and (i) in the case of a natural person, shall include, without limitation, such Person's spouse, parents, children, siblings, mother-in-law and father-in-law and brothers and sisters-in-law, (ii) in the case of a Shareholder, shall include (A) any Person who holds shares as a nominee for such Shareholder, (B) any shareholder of such Shareholder, (C) any Person which has a direct or indirect interest in such Shareholder (including, if applicable, any general partner or limited partner) or any fund manager thereof; (D) any Person that directly or indirectly controls, is controlled by, under common control with, or is managed by such Shareholder or its fund manager, (E) the relatives of any individual referred to in (B) above, and (F) any trust controlled by or held for the benefit of such individuals. For the purpose of this definition, "control" (and correlative terms) shall mean the direct or indirect power, whether by contract, equity ownership or otherwise, to direct the policies or management of a Person, provided that the direct or indirect ownership of 25% or more of the voting power of a Person is deemed to constitute control of that Person.

"*Articles of Incorporation*" means the Company's Articles of Incorporation, together with any and all amendments and subsequent restatements thereto.

"*beneficial ownership*" or similar terms mean beneficial ownership as defined under Rule 13d-3 under the Exchange Act.

"*Board*" and "*Board of Directors*" means the Board of Directors of the Company.

"*Business Day*" means any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of New York generally are authorized or required by law or other governmental actions to close.

"*Commission*" means the United States Securities and Exchange Commission or any other federal agency at the time administering the Securities Act or other governmental agency administering the securities laws in the jurisdiction in which the Company's securities are registered or being registered.

"*Director(s)*" means the members of the Board.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Permitted Transfer*" means a transfer of Subject Securities: (a) not involving a change in beneficial ownership, (b) in transactions involving the distribution without consideration of the Subject Securities by the holder to any of its partners, members, or retired partners or members, or to the estate of any of its partners or members or retired partners or members, (c) in transactions in compliance with Rule 144 promulgated under the Securities Act ("*Rule 144*"), (d) by members that are entities to affiliated entities or funds, and (e) to the Company by any holder of the Subject Securities pursuant to the Company's repurchase option set forth in any agreement entered into as of or after the date hereof if such agreement is approved by a majority of the Board or a committee of the Board.

"*Person*" means an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization, or other entity.

"*Placement Agent*" means Paulson Investment Company, Inc.

"*Prospectus*" means (i) the prospectus included in any registration statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such registration statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus, and (ii) any "free writing prospectus" as defined in Rule 405 under the Securities Act.

"*register*," "*registered*" and "*registration*" means (i) a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement, or (ii) in the context of a public offering in a jurisdiction other than the United States, a registration, qualification or filing under the applicable securities laws of such other jurisdiction.

(a) *"Registrable Securities*" means (i) the Subject Securities, and (ii) shares of the Common Stock of the Company issued as a dividend or other distribution with respect to, or in exchange for or in replacement of, any of the Subject Securities, directly, or indirectly, whether by merger, amendment to the Articles of Incorporation, stock split, dividend, recapitalization, or otherwise. Notwithstanding the foregoing, "*Registrable Securities*" shall not include any Registrable Securities that have previously been registered and remain subject to a currently effective registration statement or sold by a Person in a transaction in which rights under Article II are not assigned in accordance with this Agreement or any Registrable Securities sold in a public offering, whether sold pursuant to Rule 144, or in a registered offering, or otherwise, or any Registrable Securities which may be sold pursuant to Rule 144 without volume limitation.

"*Registration Expenses*" means all reasonable expenses incurred by the Company in complying with Section 2.4 hereof, including, without limitation, all registration, qualification and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company, blue sky fees and expenses, the expense of any special audits incident to or required by any such registration , and any fee charged by any depositary bank, transfer agent or share registrar, but excluding Selling Expenses and any fees or expenses of counsel to the Purchasers.

"*Restricted Securities*" means the securities of the Company required to bear the legend set forth in Section 2.2 hereof.

"*securities*" means, with respect to the Company, any shares of Common Stock, equity interest, shares of any class in the share capital (common, preferred or otherwise) and any convertible securities, options, warrants and any other type of equity or equity-linked securities convertible, exercisable or exchangeable for any such equity interest or shares of any class in the share capital of the Company.

"*Securities Act*" and "*Act*" means the Securities Act of 1933, as amended from time to time.

"*Selling Expenses*" means all underwriting discounts and selling commissions.

"*Shareholder*" means a Person who holds the Subject Securities from time to time.

"*Subject Securities*" means the shares of the Common Stock issued to the Purchasers upon the conversion of the Notes and the Warrant Shares.

"*Transaction Documents*" means this Agreement, the Securities Purchase Agreement, the Notes, the Warrants and each of the other agreements and documents entered into or delivered by the parties hereto in connection with the transactions contemplated hereby or thereby.

"*Trigger Date*" means the earlier of (1) the Maturity Date of the Notes (as defined in the Notes) and (2) the issuance of Common Stock pursuant to an Automatic Conversion as provided in the Notes.

"*Warrant*" means the warrant to purchase shares of Common Stock issued to the Purchaser pursuant to the Securities Purchase Agreement.

"*Warrant Shares*" means (1) the shares of Common Stock issuable to the holder of a Warrant upon the exercise of the Warrant and (2) the shares of Common Stock issuable to the Placement Agent upon exercise of the Placement Agent Warrant.

Section 1.2 Interpretation and Rules of Construction. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(a) when a reference is made in this Agreement to an Article or Section, such reference is to an Article or Section of this Agreement;

(b) the headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(c) the words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

(e) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms; and

(f) references to a Person are also to its successors and permitted assigns.

ARTICLE II
TRANSFER RESTRICTIONS; REGISTRATION RIGHTS

Section 2.1 Transfer Restrictions

The Restricted Securities (including the Subject Securities) shall not be sold, assigned, transferred or pledged except (i) pursuant to an effective registration statement, (ii) pursuant to Rule 144 of the Securities Act, or (iii) upon the conditions specified in this Article II, which conditions are intended to, *inter alia*, ensure compliance with the provisions of applicable securities laws. Each Purchaser will cause any proposed purchaser, assignee, transferee or pledgee of any such Restricted Securities held by such holder to agree in writing to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

Section 2.2 Restrictive Legend; Execution by the Company.

(a) Each certificate (if any) representing the Subject Securities and Warrants, and any replacement securities issued in respect of the Subject Securities, shall (unless otherwise permitted by the provisions of Section 2.3 below) be stamped or otherwise imprinted with legends substantially in the following form (in addition to any legend required under applicable federal, state, local or non-United States law):

(i) "THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER SUCH ACT OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS. ANY ATTEMPT TO TRANSFER, SELL, OFFER TO SELL, PLEDGE, HYPOTHECATE OR OTHERWISE DISPOSE OF THIS INSTRUMENT IN VIOLATION OF THESE RESTRICTIONS SHALL BE VOID."

(ii) "THE SECURITIES REPRESENTED BY THIS INSTRUMENT ARE SUBJECT TO AND MAY ONLY BE SOLD, DISPOSED OF OR OTHERWISE TRANSFERRED IN COMPLIANCE WITH THE REGISTRATION RIGHTS AGREEMENT, DATED [_____], 2020 AND THE SUBSCRIPTION AGREEMENT, DATED [_____], 2020, ENTERED INTO BY THE HOLDER OF THESE SECURITIES AND THE COMPANY. COPIES OF SUCH AGREEMENTS ARE ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. THESE RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SECURITIES. BY ACCEPTING ANY INTEREST IN SUCH SECURITIES, THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID AGREEMENTS AS APPLICABLE."

(b) The Purchasers consent to the Company making a notation on its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer established in this Section 2.2.

(c) The Company agrees that it will cause the instruments evidencing the shares of the Common Stock, Warrants and Warrant Shares to bear the legend required by this Section 2.2, and it shall supply, free of charge, a copy of this Agreement to any holder of an instrument evidencing securities containing such legend upon written request from such holder to the Company at its principal office. The parties hereto do hereby agree that the failure to cause the instruments evidencing the appropriate securities to bear the legend required by this Section 2.2 and/or failure of the Company to supply, free of charge, a copy of this Agreement as provided under this Section 2.2 shall not affect the validity or enforcement of this Agreement.

Section 2.3 Notice of Proposed Transfers. The holder of each Subject Security and Warrant, by acceptance thereof, agrees to comply in all respects with the provisions of this Section 2.3. Prior to any proposed sale, assignment, transfer or pledge of any Subject Securities or Warrant, each Purchaser shall give written notice to the Company of such Purchaser's intention to effect such transfer, sale, assignment or pledge. Each such notice shall describe the manner and circumstances of the proposed transfer, sale, assignment or pledge in sufficient detail (stating at a minimum the name and address of the transferee and identifying the securities of the Company being transferred), and if reasonably requested by the Company, shall be accompanied, at the Purchaser's expense, by either (a) a written opinion of legal counsel who shall be, and whose legal opinion shall be, reasonably satisfactory to the Company addressed to the Company, to the effect that the proposed transfer of the Subject Securities and/or Warrant may be effected without registration under the Securities Act, or (b) a "no action" letter from the Commission to the effect that the transfer of such securities without registration will not result in a recommendation by the staff of the Commission that action be taken with respect thereto, whereupon the holder of such specific securities shall be entitled to transfer such securities in accordance with the terms of the notice delivered by the holder to the Company; provided that, the requirements of subsections 2.3(a) and (b) above shall not apply to Permitted Transfers. For the avoidance of doubt, it shall not be reasonable for the Company to request that a notice be accompanied by any such opinion or "no action" letter if, among other things, both the transferor and the transferee have certified in writing that each of them is not a U.S. Person (as defined under Rule 902 of Regulation S promulgated under the Securities Act). Notwithstanding the foregoing exceptions to the requirements of this Section 2.3 for Permitted Transfers, all transferees shall be bound by the obligations of the transferor in this Agreement. Each certificate evidencing the Restricted Securities transferred as above provided shall bear the appropriate restrictive legends set forth in Section 2.2 above, except (i) if such transfer is made pursuant to Rule 144, (ii) is sold pursuant to the Registration Statement and/or (iii) if in the opinion of counsel for such holder and the Company such legend is not required in order to establish compliance with any provision of the Securities Act.

Section 2.4 Registration.

(a) Promptly following the Trigger Date(subject to 2.4(c) below, but no later than 90 days after the Trigger Date (the "*Filing Deadline*"), the Company shall prepare and file with the Commission one registration statement on Form S-3 (or, if Form S-3 is not then available to the Company, on Form S-1) (the "*Registration Statement*") covering the resale of the Registrable Securities. Subject to any Commission comments, such Registration Statement shall include the plan of distribution attached hereto as Exhibit A; provided, however, that no Purchaser shall be named as an "underwriter" in the Registration Statement without such Purchaser's prior written consent. The Registration Statement (and each amendment or supplement thereto, and each request for acceleration of effectiveness thereof) shall be provided to the Purchasers and their respective counsel for comment not less than three Business Days prior to its filing or other submission to the Commission.

(b) Expenses. The Company shall pay all Registration Expenses incurred in connection with the registration of the Registrable Securities to be effected pursuant to this Section 2.4. Each Purchaser shall bear its own Selling Expenses incurred in connection with the sale of such Purchasers' shares sold under the Registration Statement.

(c) Deferral. Notwithstanding the foregoing, if the Company shall furnish to the Purchasers a certificate signed by the Chief Executive Officer of the Company stating that in the good faith judgment of the Board or a committee of the Board, it would be materially detrimental to the Company and its shareholders for such Registration Statement to be filed, then the Company shall have the right to defer such filing for a period of not more than 90 days; provided, however, that the Company may not utilize this right more than once; provided, further that during such 90-day period, the Company shall not file any registration statement pertaining to the public offering of any other securities of the Company.

Section 2.5 Effectiveness.

(a) The Company shall use its best efforts to have the Registration Statement declared effective as soon as practicable. The Company shall notify the Purchasers by Email as promptly as practicable, and in any event, within 24 hours, after any Registration Statement is declared effective and shall if requested in writing by the Purchaser provide the Purchasers with copies of any related Prospectus to be used in connection with the sale or other disposition of the Registrable Securities covered thereby. If (A) a Registration Statement covering the Registrable Securities is not declared effective by the Commission prior to the earlier of (i) five Business Days after the Commission shall have informed the Company that no review of the Registration Statement will be made or that the Commission has no further comments on the Registration Statement; or (ii) the 90th day after the Trigger Date (the 150th day if the Commission reviews the Registration Statement), or (B) after a Registration Statement has been declared effective by the Commission (the "*Effectiveness Deadline*"), sales cannot be made continuously pursuant to such Registration Statement for any reason (including without limitation by reason of a stop order, or the Company's failure to update the Registration Statement), each such event shall constitute a "*Default*" for purposes hereof, provided that a Purchaser has submitted a written notice of Default to the Company with respect to such Purchaser. In the event that a Default occurs, then, in addition to any other rights the Purchasers may have hereunder or under applicable law, commencing on the date the Default first occurred, and on each one month anniversary thereafter until the applicable Default is cured (each, a "*Default Payment Date*"), the Company shall pay to each Purchaser who request in writing to the Company (the Liquidated Damages Notice") provided such notice is provided to the Company within three days of the Default Payment Date an amount in cash, as liquidated damages and not as a penalty ("*Liquidated Damages*"), equal to 1.0% of the aggregate purchase price paid by such Purchaser for Notes and Warrants under the Securities Purchase Agreement for any Registrable Securities then held by such Purchaser on the applicable Default Payment Date. The parties hereto agree that in no event shall the aggregate amount of Liquidated Damages payable to the Purchasers exceed, in the aggregate, 25%for all Purchasers to be paid pro-rata according to their aggregate investment amount to the Purchasers who have properly submitted the Liquidated Damages Notice For avoidance of doubt the Company shall not be liable for more than a total of 25% pursuant to this Section.

(b) Rule 415; Cutback. If at any time the Commission takes the position that the offering of some or all of the Registrable Securities in a Registration Statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 (the "Rule 415 Cutback") under the Securities Act or requires any Purchaser to be named as an "underwriter", the Company shall use its best efforts to persuade the Commission that the offering contemplated by the Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that no Purchaser is an "underwriter". The Purchasers shall have the right to participate or at Purchaser's expense have their counsel participate in any meetings or discussions with the Commission regarding the Commission's position and to comment or have their counsel comment on any written submission made to the Commission with respect thereto. No written submission shall be made to the Commission to which any Purchaser's counsel reasonably objects. In the event that, despite the Company's best efforts and compliance with the terms of this Section 2.5(b), the Commission refuses to alter its position, the Company shall (i) remove from the Registration Statement such portion of the Registrable Securities (the "*Cut Back Shares*") and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the Commission may require to assure the Company's compliance with the requirements of Rule 415 (collectively, the "*Commission Restrictions*"); provided, however, that the Company shall not agree to name any Purchaser as an "underwriter" in such Registration Statement without the prior written consent of such Purchaser. If and to the extent permitted by the Commission, the Cut-Back Shares shall be allocated among the Purchasers on a pro rata basis, in proportion to their respective Registrable Securities purchased pursuant to the Securities Purchase Agreement. No Liquidated Damages shall accrue as to any Cut Back Shares until such date as the Company is able to effect the registration of such Cut Back Shares in accordance with any Commission Restrictions (such date, the "*Restriction Termination Date*" of such Cut Back Shares). During the time that the Company is engaging with the Commission regarding the Rule 415 Cutback no Liquidated Damages shall accrue pursuant to this Agreement and applicable time periods for the Registration Statement to be declared effective by the Commission shall be extended by the number of days the Company is engaging with the Commission regarding the Rule 415 Cutback. From and after the Restriction Termination Date applicable to any Cut Back Shares, all of the provisions of this Article II (including the Liquidated Damages provisions) shall again be applicable to such Cut Back Shares; provided, however, that (i) the Filing Deadline for the Registration Statement including such Cut Back Shares shall be twenty (20) Business Days after such Restriction Termination Date, and (ii) the date by which the Company is required to obtain effectiveness with respect to such Cut Back Shares shall be the 90th day immediately after the Restriction Termination Date. For the avoidance of doubt, for purposes of this Section 2.5(b), the term "best efforts" shall not require the Company to institute or maintain any action, suit or proceeding against the Commission or any member of the Staff of the Commission.

Section 2.6 Rights to Piggyback Registration.

(a) If, at any time following the Trigger Date, any Registrable Securities remain outstanding for which (A) there is not one or more effective registration statements covering all of the Registrable Securities and (B) the Company proposes for any reason to register any shares of Common Stock or securities convertible into Common Stock under the Securities Act (other than pursuant to a registration statement on Form S-4 or Form S-8 (or a similar or successor form)) with respect to an offering by the Company for its own account or for the account of any of its stockholders, it shall at each such time promptly give written notice to the holders of the Registrable Securities of its intention to do so (but in no event less than 30 days before the anticipated filing date) and, to the extent permitted under the provisions of Rule 415 under the Securities Act, include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion therein within 15 days after receipt of the Company's notice (a "*Piggyback Registration*"). Such notice shall offer the holders of the Registrable Securities the opportunity to register such number of shares of Registrable Securities as each such holder may request (subject to Rule 415 under the Securities Act)t to Rand shall indicate the intended method of distribution of such Registrable Securities.

(b) Notwithstanding the foregoing, (A) if such registration involves an underwritten public offering, the Purchasers must sell their Registrable Securities to, if applicable, the underwriter(s) at the same price and subject to the same underwriting discounts and commissions that apply to the other securities sold in such offering (it being acknowledged that the Company shall be responsible for other expenses as set forth in Section 2.4(b)) and subject to the Purchasers entering into customary underwriting documentation for selling stockholders in an underwritten public offering, and (B) if, at any time after giving written notice of its intention to register any Registrable Securities pursuant to Section 2.6(a) and prior to the effective date of the registration statement filed in connection with such registration, the Company shall determine for any reason not to cause such registration statement to become effective under the Securities Act, the Company shall deliver written notice to the Purchasers and, thereupon, shall be relieved of its obligation to register any Registrable Securities in connection with such registration; provided, however, that nothing contained in this Section 2.6(b) shall limit the Company's liabilities and/or obligations under this Agreement, including, without limitation, the obligation to pay Liquidated Damages under Section 2.5. If the managing underwriter(s) for the underwritten public offering advise the Company that the number of shares proposed to be included in the offering exceeds the number that can reasonably be sold in the offering, then the shares to be included in such offering shall be allocated, first, to the account of the Company, in the event that the public offering relates to a primary offering by or on behalf of the Company, or, if the offering is being made pursuant to a demand registration right granted to one or more holders of Common Stock, such holders, second, to the Purchasers (proportionally), and third, to any other holder of Common Stock having the right to include its shares in such offering.

Section 2.7 Obligations of the Company.

Whenever required to effect the registration of any Registrable Securities under this Agreement, the Company shall keep the Purchasers advised in writing as to the initiation of such registration and as to the completion thereof, and shall, at its expense promptly:

(a) Registration Statement. Prepare and file with the Commission a registration statement with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective, and keep any such registration statement effective until the earlier of the date that Purchasers have completed the distribution of the Registrable Securities or one year from the date of an effective registration statement.

(b) Amendments and Supplements. Prepare and file with the Commission such amendments and supplements to the registration statement and the Prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act or other applicable securities laws with respect to the disposition of all securities covered by such registration statement.

(c) Registration Statements and Prospectuses. Furnish to the Purchasers such number of copies of registration statements and Prospectuses, including a preliminary prospectus, in conformity with the requirements of the Securities Act or other applicable securities laws, and such other documents as it may reasonably request in order to facilitate the disposition of the Registrable Securities owned by it that are included in such registration.

(d) Blue Sky. Use its best efforts to register and qualify the securities covered by such registration statement under such other securities or blue sky laws of such jurisdictions as shall be reasonably requested by the Purchasers, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

(e) Notification. Notify the Purchasers at any time when a Prospectus relating to its Registrable Securities (i) is no longer able to be used to offer or sell the Registrable Securities; (ii) is required to be delivered under the Securities Act or other applicable securities laws; and (iii) includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(f) Listing on Securities Exchange(s). Cause all such Registrable Securities registered pursuant hereto to be listed on each securities exchange or nationally recognized quotation system on which similar securities issued by the Company are then listed if required by the rules of such exchange or quotation system.

Section 2.8 Furnish Information.

It shall be a condition precedent to the obligations of the Company to take any action pursuant to Section 2.4 with respect to the Registrable Securities of the Purchasers, that each Purchaser shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of such Registrable Securities as shall be reasonably requested in writing by the Company to timely effect the registration of its Registrable Securities. The failure of any Purchaser to timely provide such information shall result in such Purchaser's shares being excluded from the Registration Statement, and shall not delay the Company's filing of the Registration Statement from any other holder.

Section 2.9 Indemnification.

The following indemnification provisions shall apply in the event any Registrable Securities are included in a registration statement under Section 2.4:

(a) By the Company. To the extent permitted by law, the Company will indemnify and hold harmless each Purchaser, and the partners, officers, directors, employees, trustees and legal counsel of each Purchaser and each Person, if any, who controls the Purchaser within the meaning of Section 15 of the Securities Act against any expenses, losses, claims, damages, or liabilities (joint or several) (or actions in respect thereof) to which they may become subject under the Securities Act, the Exchange Act or other applicable law, insofar as such expenses, losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (each a "*Violation*"):

(i) any untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in any registration statement, offering circular, Prospectus or other document, or any amendments or supplements thereto;

(ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; or

(iii) any violation or alleged violation of the Securities Act, the Exchange Act, any federal or state or foreign securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or other applicable securities law in connection with the offering covered by such registration statement; and the Company will reimburse the Purchasers, and their respective partners, officers, directors, employees, legal counsel or controlling Person for any legal or other expenses reasonably incurred by them, as incurred, in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section 2.9(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by a Purchaser, underwriter or controlling Person of a Purchaser.

(b) By Purchasers. To the extent permitted by law, each Purchaser will indemnify and hold harmless the Company and the partners, officers, Directors, employees, trustees and legal counsel of the Company and each Person, if any, who controls the Company within the meaning of Section 15 of the Securities Act, and any other Shareholder selling securities under such registration statement or any of such other Shareholder's partners, directors, officers, employees, trustees and legal counsel of such Shareholder and each Person, if any, who controls such Shareholder within the meaning of Section 15 of the Securities Act, against any expenses, losses, claims, damages or liabilities (joint or several) (or actions in respect thereof) to which the Company or any such director, officer, employee, trustee, legal counsel, controlling Person or other such Shareholder, partner or director, officer, employee or controlling Person of such other Shareholder may become subject under the Securities Act, the Exchange Act or other applicable law, insofar as such expenses, losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Purchaser to the Company expressly for inclusion in the registration statement or Prospectus or amendment or supplement thereto, which constituted by the Purchaser an untrue statement of a material fact or any omission of a material fact required to be stated in the registration statement or Prospectus or preliminary prospectus or amendment or supplement thereto or necessary to make the statements therein not misleading: and such Purchaser will reimburse any legal or other expenses reasonably incurred by the Company or any such Director, officer, employee, controlling Person or other Shareholder, partner, officer, employee, director or controlling Person of such other Shareholder in connection with investigating or defending any such loss, claim, damage, liability or action: provided, however, that the indemnity agreement contained in this Section 2.9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of such Purchaser, which consent shall not be unreasonably withheld. For the avoidance of doubt, each Purchaser's indemnification obligations pursuant to this Section are several and not joint.

(c) Notice. Promptly after receipt by an indemnified party under this Section 2.9 of notice of the commencement of any claim or action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.9, deliver to the indemnifying party a written notice of the commencement thereof (a "*Claim Notice*") and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the reasonable fees and expenses to be paid by the indemnifying party (i) during the period from the delivery of a Claim Notice until retention of counsel by the indemnifying party; and (ii) if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of liability to the indemnified party under this Section 2.9 to the extent the indemnifying party is prejudiced as a result thereof, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.9.

(d) Contribution. In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) a Purchaser exercising rights under this Agreement, or any controlling Person of any Purchaser, makes a claim for indemnification pursuant to this Section 2.9 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 2.9 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any Purchaser or any such controlling Person in circumstances for which indemnification is provided under this Section 2.9; then, and in each such case, the Company and the Purchasers will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion so that each Purchaser is responsible for the portion represented by the percentage that the public offering price of its Registrable Securities offered by and sold under the registration statement bears to the public offering price of all securities offered by and sold under such registration statement, and the Company and any other selling Shareholders are responsible for the remaining portion; provided, however, that, in any such case: (A) no Purchaser will be required to contribute any amount in excess of the net proceeds received by such Purchaser from the public offering price of all such Registrable Securities offered and sold by such Purchaser pursuant to such registration statement; and (B) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(e) Survival. The obligations of the Company and the Purchasers under this Section 2.9 shall survive until the fifth anniversary of the completion of any offering of Registrable Securities pursuant to a registration statement, regardless of the expiration of any statutes of limitation or extensions of such statutes.

Section 2.10 Rule 144 Reporting.

With a view to making available to the Purchasers the benefits of certain rules and regulations of the Commission which may permit the sale of the Restricted Securities to the public without registration, the Company agrees to use its best efforts to:

(a) Make and keep public information available, as those terms are understood and defined in Rule 144 or any similar or analogous rule promulgated under the Securities Act, at all times after the effective date of the first registration filed by the Company for an offering of its securities to the general public;

(b) File with the Commission, in a timely manner, all reports and other documents required of the Company under the Securities Act or the Exchange Act, at all times after the effective date of the first registration under the Securities Act filed by the Company; and

(c) So long as a Purchaser owns any Restricted Securities, furnish to such Purchaser forthwith upon request, (i) a written statement by the Company as to its compliance with the reporting requirements of said Rule 144, and of the Exchange Act (at any time after it has become subject to such reporting requirements), (ii) a copy of the most recent annual, interim, quarterly or other report of the Company, and (iii) such other reports and documents as such Purchaser may reasonably request in availing itself of any rule or regulation of the Commission allowing it to sell any such securities without registration.

ARTICLE III
GENERAL PROVISIONS

Section 3.1 Confidentiality. Each party hereto hereby agrees that it will, and will cause its respective Affiliates and its and their respective representatives to, hold in strict confidence any non-public records, books, contracts, instruments, computer data and other data and information concerning the other parties hereto, whether in written, verbal, graphic, electronic or any other form provided by any party hereto (except to the extent that such information has been (a) previously known by such party on a non-confidential basis from a source other than the other parties hereto or its representatives, provided that, to such party's knowledge, such source is not prohibited from disclosing such information to such party or its representatives by a contractual, legal or fiduciary obligation to the other parties hereto or its representatives, (b) in the public domain through no breach of this Agreement by such party, (c) independently developed by such party or on its behalf as evidenced by contemporaneous documentation, or (d) later lawfully acquired from other sources) (the "*Confidential Information*"). In the event that a party hereto is requested or required by law, governmental authority, rules of stock exchanges, or other applicable judicial or governmental order to disclose any Confidential Information concerning any of the other parties hereto, such party shall, to the extent legally permissible, notify the other party prior to making any such disclosure by providing the other party with the text of the disclosure requirement and draft disclosure at least 24 hours prior to making any such disclosure, and, if requested by another party, assist such other party to limit or minimize such disclosure. For the avoidance of doubt, nothing in this Section 3.1 shall prevent the use of information expressly provided for inclusion in the Registration Statement to be included in any registration statement required to be filed under this Registration Rights Agreement.

Section 3.2 Termination. Unless expressly provided otherwise herein, in addition to the other termination provisions in this Agreement, this Agreement shall terminate, and have no further force and effect, upon the earliest of: (a) a written agreement to that effect, signed by all parties hereto, (b) the date following the Trigger Date on which the Purchasers no longer hold any Registrable Securities; provided that, notwithstanding the foregoing, Article II shall survive any termination of this Agreement until the specific provisions thereof terminate in accordance with their express terms or (c) and notwithstanding anything to the contrary in this Agreement, when the initial Registration Statement filed pursuant to this Agreement has been declared effective by the Commission and for one year from the date of the effectiveness of the initial Registration Statement at which time no registration rights shall be available under this Agreement and the Company will no longer have to file or maintain any registration statements under this Agreement and the Company obligations under this Agreement shall be immediately terminated.

Section 3.3 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail transmission ("*Email*"), so long as a receipt of such Email is requested and received) and shall be given:

If to the Company to:	Biotricty Inc. 275 Shoreline Drive, Suite 150 Redwood City, California 94065 Telephone: (650) 832-1626 Attention: Waqaas Al-Siddiq Email:
With copies to:	Sichenzia Ross Ference LLP 1185 Avenue of the Americas, 37th Floor New York, New York 10036 Facsimile No.: (212) 930-9725 Attention: Gregory Sichenzia E-mail:

If to any Purchaser, to its address set forth on Schedule 3.3.

A party may change or supplement the addresses given above, or designate additional addresses, for the purposes of this Section 3.3 by giving the other parties written notice of the new address in the manner set forth above.

Section 3.4 Entire Agreement. This Agreement and the other Transaction Documents, together with all the schedules and exhibits hereto and thereto and the certificates and other written instruments delivered in connection therewith from time to time on and following the date hereof, constitute and contain the entire agreement and understanding of the parties with respect to the subject matter hereof and thereof, and supersede any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the parties respecting the subject matter hereof and thereof. Each party expressly represents and warrants that it is not relying on any oral or written representations, warranties, covenants or agreements outside of this Agreement and the other Transaction Documents.

Section 3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

Section 3.6 Dispute Resolution. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective Affiliates, directors, officers, stockholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. **EACH OF THE PARTIES HERETO KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

Section 3.7 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the parties. In such event, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement, which most nearly effects the parties' intent in entering into this Agreement.

Section 3.8 Assignments and Transfers; No Third-Party Beneficiaries. Except as otherwise provided herein, this Agreement and the rights and obligations of the Company and the Purchasers hereunder shall inure to the benefit of, and be binding upon, their respective successors and permitted assigns and legal representatives, but shall not otherwise be for the benefit of any third party. Except in the case of a Permitted Transfer effected in accordance with Section 2.3, no Purchaser may assign any of its rights under this Agreement without the prior written consent of the Company; provided, however, that it shall be a condition precedent to the assignment of any of the aforementioned rights of the Purchasers that any transferee in a Permitted Transfer or any other Person to which the Company has consented to the transfer of such rights shall execute and deliver to the Company and such Purchaser a Deed of Adherence (in the same form and substance as set out in Exhibit B hereto); and provided further, such transfer shall be subject to any additional requirements of applicable law or otherwise contained herein.

Section 3.9 Construction. Each of the parties hereto has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

Section 3.10 Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties hereto. A facsimile or "PDF" signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original.

Section 3.11 Aggregation of Shares. All Subject Securities held or acquired by a Purchaser and/or its Permitted Transferees shall be aggregated together for the purpose of determining the availability of any rights of such Purchaser under this Agreement.

Section 3.12 Specific Performance. The parties hereto acknowledge and agree irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, in addition to any other remedies at law or in equity, the parties to this Agreement shall be entitled to injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement without posting any bond or other undertaking.

Section 3.13 Amendment; Waiver. This Agreement may be amended, modified or supplemented only by a written instrument duly executed by the holders of at least a majority of the Registerable Securities . The observance of any provision in this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by the written consent of the party against whom such waiver is to be effective. Any amendment or waiver effected in accordance with this Section 3.13 shall be binding upon the parties hereto and their respective successors and assigns. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring.

Section 3.14 Public Announcements. Without limiting any other provision of this Agreement, the parties hereto, to the extent permitted by applicable law, will consult with each other before issuance, and provide each other the opportunity to review, comment upon and agree on any press release or public statement with respect to this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby and the ongoing business relationship among the parties. The parties hereto will not issue any such press release or make any such public statement without the prior written consent of the other party, except as may be required by law or any listing agreement with or requirement of the applicable securities exchange, provided that the disclosing party shall, to the extent permitted by applicable law or any listing agreement with or requirement of the applicable securities exchange, and if reasonably practicable, inform the other parties about the disclosure to be made pursuant to such requirements prior to the disclosure.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

BIOTRICITY INC.

By: _____
Name:
Title:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Registration Rights Agreement]

SCHEDULE 3.3

ADDRESSES FOR NOTICES TO INVESTORS

(a) Notices to [Purchaser]:

[Address]
Attn: [__]
email: [__]

(b) Notices to [Purchaser]:

[Address]
Attn: [__]
email: [__]

(c) Notices to [Purchaser]:

[Address]
Attn: [__]
email: [__]

Exhibit A

Plan of Distribution

The selling stockholders, which as used herein includes donees, pledgees, transferees or other successors-in-interest selling shares of common stock received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The selling stockholders may use any one or more of the following methods when disposing of shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales effected after the date the registration statement of which this prospectus is a part is declared effective by the Commission;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- the in-kind distribution of the shares by an investment fund to its limited partners, members or other equity holders;
- a combination of any such methods of sale; and
- any other method permitted by applicable law.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

In connection with the sale of our common stock, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. To the extent permitted by applicable securities laws, the selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The aggregate proceeds to the selling stockholders from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any of the proceeds from this offering. Upon any exercise of the warrants by payment of cash, however, we will receive the exercise price of the warrants.

The selling stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act, provided that they meet the criteria and conform to the requirements of that rule.

The selling stockholders and any underwriters, broker-dealers or agents that participate in the sale of the common stock may be "underwriters" within the meaning of Section 2(a)(11) of the Securities Act. Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholders who are "underwriters" within the meaning of Section 2(a)(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act.

To the extent required, the shares of our common stock to be sold, the names of the selling stockholders, the respective purchase prices and public offering prices, the names of any agents, dealer or underwriter, any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling stockholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling stockholders and their affiliates. In addition, to the extent applicable we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

We have agreed to indemnify the selling stockholders against liabilities, including liabilities under the Securities Act and state securities laws, relating to the registration of the shares offered by this prospectus.

We have agreed with the selling stockholders to keep the registration statement of which this prospectus constitutes a part effective until such time as all of the shares covered by this prospectus have been disposed of pursuant to and in accordance with the registration statement or otherwise.

EXHIBIT B

FORM OF DEED OF ADHERENCE

THIS DEED is made the day of 20[ ] by [ ] of [ ] (the "**Permitted Transferee**") and is supplemental to the Registration Rights Agreement dated [ ], 20[ ] made among Biotricity Inc. (the "**Company**"), and certain Purchasers (such agreement as amended, restated or supplemented from time to time, the "**Registration Rights Agreement**").

WITNESSETH as follows:

The Permitted Transferee confirms that it has been provided with a copy of the Registration Rights Agreement and all amendments, restatements and supplements thereto and hereby covenants with each of the parties to the Registration Rights Agreement from time to time to observe, perform and be bound by all the terms and conditions of the Registration Rights Agreement which are capable of applying to the Permitted Transferee to the intent and effect that the Permitted Transferee shall be deemed as and with effect from the date hereof to be a party to the Registration Rights Agreement and to be subject to the obligations thereof.

The address and facsimile number at which notices are to be served on the Permitted Transferee under the Registration Rights Agreement and the person for whose attention notices are to be addressed are as follows:

[*to insert contact details*]

Words and expressions defined in the Registration Rights Agreement shall have the same meaning in this Deed. This Deed shall be governed by and construed in accordance with the laws of the State of New York.

This Deed shall take effect as a deed poll for the benefit of the Company, the Purchasers (as defined in the Registration Rights Agreement), and any other parties to the Registration Rights Agreement.

IN WITNESS whereof the Permitted Transferee has executed this Deed the day and year first above written.

THE COMMON SEAL of [ ].

was hereunto affixed)

in the presence of:)

_____

(Director)

_____

(Director/Secretary)