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

FORM 10-K

[ ]
ANNUAL REPORT UNDER SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended:

OR

[X]
TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from September 1, 2015 to December 31, 2015

Commission File Number: 333-201719

BIOTRICITY, INC. (FORMERLY METASOLUTIONS, INC.)
(Exact name of registrant as specified in its charter)

Nevada	**47-2548273**
(State or Other Jurisdiction of Incorporation or Organization)	(IRS Employer Identification No.)

75 International Blvd., Suite 300
Toronto, ON M9W 6L9
(Address of principal executive offices, including zip code)

(416) 214-3678
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act: None

Securities Registered Pursuant to Section 12(g) of the Exchange Act:

(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in 405 of the Securities Act. Yes [ ] No [x]

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes [ ] No [x]

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [x] No [ ]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes [ ] No [x]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company.

Large accelerated filer	[ ]	Accelerated filer	[ ]
Non-accelerated filer	[ ]	Smaller Reporting Company	[x]
(Do not check if smaller reporting company)			

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes [ ] No [x]

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter: $32,830,093.

The number of shares outstanding of each of the registrant's classes of common stock, as of April 12, 2016, was 15,876,947.

DOCUMENTS INCORPORATED BY REFERENCE

None

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EXPLANATORY NOTE REGARDING THIS TRANSITION REPORT

On February 2, 2016, we acquired iMedical Innovation Inc., a company existing under the laws of Canada ("iMedical"), through our indirect subsidiary 1062024 B.C. LTD., a company existing under the laws of the Province of British Columbia ("Exchangeco"). Details of the transaction are provided in Item 1 of this Transition Report on Form 10-K.

The historical fiscal year end of iMedical was December 31. In connection with the acquisition of iMedical, we filed a Current Report on Form 8-K presenting "Form 10" information with respect to iMedical, including audited financial statements and other information with respect to iMedical as of and for its fiscal year ended December 31, 2014. Upon the acquisition, we changed our fiscal year end from August 31 to December 31. This action created a transition period of September 1, 2015 through December 31, 2015. We are required to file this Transition Report on Form 10-K containing our audited financial statements for the four month transition period ended December 31, 2015.

As a result, unless otherwise indicated herein, comparisons of fiscal year results in the "Management's Discussion and Analysis of Financial Condition and Results of Operations" portion of this Transition Report, and elsewhere herein, compare results for the four-month transition period from September 1, 2015 through December 31, 2015 to the 12-month period of the fiscal year ended August 31, 2015, and accordingly are not comparing results for a comparable period of time.

The audited financial statements of iMedical for the fiscal years ended December 31, 2015 and 2014 are filed with the Securities and Exchange Commission on Amendment No. 1 to Form 8-K of the Company, on April 13, 2016, and are also attached to this Transition Report on Form 10-K as Exhibit 99.1.

Unless otherwise noted, reference in this Transition Report to "Company", "we," "us" and "our" are references to Biotricity Inc. f/k/a Metasolutions, Inc., and, unless the context otherwise requires, together with its subsidiary iMedical. References to iMedical refer to such company prior to its acquisition by the Company on February 2, 2016.

PART I

ITEM 1. BUSINESS

Our Company was incorporated on August 29, 2012 in the State of Nevada. At the time of our incorporation the name of our company was Metasolutions, Inc. On January 27, 2016, we filed with the Secretary of State of the State of Nevada a Certificate of Amendment to our Articles of Incorporation (the "Certificate of Amendment"), effective as of February 1, 2016, whereby, among other things, we changed our name to Biotricity Inc. and increased the authorized number of shares of common stock from 100,000,000 to 125,000,000 and "blank check" preferred stock from 1,000,000 to 10,000,000.

iMedical was incorporated on July 3, 2014 under the Canada Business Corporations Act. Sensor Mobility Inc. was incorporated on July 22, 2009 under the laws of the Province of Ontario, Canada. Sensor Mobility was also engaged in research and development activities within the remote monitoring segment of preventative care. On August 11, 2014, all the stockholders of Sensor Mobility entered into a series of rollover agreements for the sale of their shares to iMedical. Pursuant to these agreements, all the stockholders of Sensor Mobility received twice the number of shares of iMedical in exchange for their shares in Sensor Mobility. Accordingly, iMedical issued 11,829,500 shares in exchange for 5,914,750 shares of Sensor Mobility, which were subsequently cancelled, effective November 21, 2014. As the former stockholders of Sensor Mobility became the majority stockholders of iMedical in such transaction, it was accounted for as a reverse merger and was treated as an acquisition of iMedical (legal acquirer) and a recapitalization of Sensor Mobility (accounting acquirer). As Sensor Mobility was the accounting acquirer, the results of its operations carried over.

The Transaction

On February 2, 2016, we acquired iMedical, through our indirect subsidiary Exchangeco, as described more fully below (collectively referred to as the "Acquisition Transaction").

In connection with the closing of the Acquisition Transaction, we experienced a change of control, as:

- our sole former director resigned and a new director, who is the sole director of iMedical, was appointed to fill the vacancy;

- our prior Chief Executive Officer and sole officer, who beneficially owned 6,500,000 shares of our common stock, resigned from all positions and transferred all of his shares back to us for cancellation;

- the former management of iMedical were appointed as our executive officers; and

- the former shareholders of iMedical entered into a transaction whereby their existing common shares of iMedical were exchanged for either: (a) shares in the capital of Exchangeco that are exchangeable for shares of our common stock at the same ratio as if the shareholders exchanged their common shares in iMedical at the consummation of the Acquisition Transaction for our common stock (the "Exchangeable Shares"); or (b) shares of our common stock, which (assuming exchange of all such Exchangeable Shares) would equal in the aggregate a number of shares of our common stock that constitute 90% of our issued and outstanding shares as of the date of the closing date of the Acquisition Transaction.

Immediately prior to the closing of the Acquisition Transaction, we transferred all of the then-existing business, properties, assets, operations, liabilities and goodwill of the Company, to W270 SA, a Costa Rican corporation, pursuant to an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"). Accordingly, as of immediately prior to the closing of the Acquisition Transaction, we had no assets or liabilities.

On February 2, 2016, we entered into an Exchange Agreement with 1061806 BC LTD. ("Callco"), a British Columbia corporation and our wholly owned subsidiary, Exchangeco, iMedical and the former shareholders of iMedical (the "Exchange Agreement"), whereby Exchangeco acquired 100% of the outstanding common shares of iMedical, taking into account the Exchangeable Share Transaction (as defined below). After giving effect to this transaction, we commenced operations through iMedical.

Effective on the closing of the Acquisition Transaction:

(a) the Company issued approximately 1.197 shares of its common stock in exchange for each common share of iMedical held by iMedical shareholders who in general terms, are not residents of Canada (for the purposes of the *Income Tax Act* (Canada)) (the "Non-Eligible Holders");

(b) shareholders of iMedical who in general terms, are Canadian residents (for the purposes of the *Income Tax Act* (Canada)) (the "Eligible Holders") received approximately 1.197 Exchangeable Shares in the capital of Exchangeco in exchange for each common share of iMedical held (collectively, (a) and (b) being, the "Exchangeable Share Transaction");

(c) each outstanding option (each an "Option") to purchase common shares in iMedical (whether vested or unvested) was exchanged, without any further action or consideration on the part of the holder of such option, for approximately 1.197 economically equivalent replacement options (each a "Replacement Option") with an inverse adjustment to the exercise price of the Replacement Option to reflect the exchange ratio of approximately 1.197:1;

(d) each outstanding warrant (each a "Warrant") to purchase common shares in iMedical was adjusted, in accordance with the terms thereof, such that it entitles the holder to receive approximately 1.197 shares of the common stock of the Company for each Warrant, with an inverse adjustment to the exercise price of the Warrants to reflect the exchange ratio of approximately 1.197:1;

(e) each outstanding advisor warrant (each an "Advisor Warrant") to purchase common shares in iMedical was adjusted, in accordance with the terms thereof, such that it entitles the holder to receive approximately 1.197 shares of the common stock of the Company for each Advisor Warrant, with an inverse adjustment to the exercise price of the Advisor Warrants to reflect the exchange ratio of approximately 1.197:1; and

(f) the outstanding 11% secured debentures of iMedical (each a "Convertible Debenture") were adjusted, in accordance with the adjustment provisions thereof, as and from closing, so as to permit the holders to convert (and in some circumstances permit the Company to force the conversion of) the Convertible Debentures into shares of the common stock of the Company at a 25% discount to the purchase price per share in our next offering.

Pursuant to the rights and privileges of the Exchangeable Shares, the holders of such Exchangeable Shares maintain the right to: (i) receive dividends equal to, and to be paid concurrently with, dividends paid by the Company to the holders of its common stock; (ii) vote, through the Trustee's voting of the Special Voting Preferred Stock (as defined herein), on all matters that the holders of Common Stock of the Company are entitled to vote upon; and (iii) receive shares of Common Stock of the Company upon the liquidation or insolvency of the Company or upon the redemption of such Exchangeable Shares by Exchangeco. The Exchangeable Shares do not give the holders thereof any economic, voting, or other control rights over either Exchangeco or iMedical.

As part of the Exchangeable Share Transaction, we entered into the following agreements, each dated February 2, 2016:

- Voting and Exchange Trust Agreement (the "Trust Agreement") with Exchangeco, Callco and Computershare Trust Company of Canada (the "Trustee"); and

- Support Agreement (the "Support Agreement") with Exchangeco and Callco.

Pursuant to the terms of the Trust Agreement, the parties created a trust for the benefit of its beneficiaries, which are the holders of the Exchangeable Shares, enabling the Trustee to exercise the voting rights of such holders until such time as they choose to redeem their Exchangeable Shares for shares of the common stock of the Company, and allowing the Trustee to hold certain exchange rights in respect of the Exchangeable Shares.

As a condition of the Trust Agreement and prior to the execution thereof, we filed a Certificate of Designation with the Nevada Secretary of State, effective February 2, 2016, designating a class of our preferred shares as the Special Voting Preferred Stock (the "Special Voting Preferred Stock") and issued one share of the Special Voting Preferred Stock to the Trustee.

The Special Voting Preferred Stock entitles the Trustee to exercise the number of votes equal to the number of Exchangeable Shares outstanding on a one-for-one basis during the term of the Trust Agreement. The Trust Agreement further sets out the terms and conditions under which holders of the Exchangeable Shares are entitled to instruct the Trustee as to how to vote during any stockholder meetings of our company.

Pursuant to the terms of the Trust Agreement, we granted the Trustee the right to require the Company to purchase the Exchangeable Shares from any beneficiary upon the occurrence of certain events including in the event that we are bankrupt, insolvent or our business is wound up. The Trust Agreement continues to remain in force until the earliest of the following events: (i) no outstanding Exchangeable Shares are held by any beneficiary under the Trust Agreement; and (ii) each of iMedical and us elects to terminate the Trust Agreement in writing and the termination is approved by the beneficiaries.

Pursuant to the terms of the Support Agreement, we agreed to certain covenants while the Exchangeable Shares were outstanding, including: (i) not to declare or pay any dividends on our common stock unless Exchangeco simultaneously declares or pays an equivalent dividend for the holders of the Exchangeable Shares; (ii) advising Exchangeco in advance of any dividend declaration by the Company; (iii) ensure that the record date for any dividend or other distribution declared on the shares of the Company is not less than seven days after the declaration date of such dividend or other distribution; (iv) taking all actions reasonably necessary to enable Exchangeco to pay and otherwise perform its obligations with respect to the issued and outstanding Exchangeable Shares; (v) to ensure that shares of the Company are delivered to holders of Exchangeable Shares upon exercise of certain redemption rights set out in the agreement and in the rights and restrictions of the Exchangeable Shares; and (vi) reserving for issuance and keeping available from our authorized common stock such number of shares as may be equal to: (A) the number of Exchangeable Shares issued and outstanding from time to time; and (B) the number of Exchangeable Shares issuable upon the exercise of all rights to acquire Exchangeable Shares from time to time.
The Support Agreement also outlines certain restrictions on our ability to issue any dividends, rights, options or warrants to all or substantially all of our stockholders during the term of the agreement unless the economic equivalent is provided to the holders of Exchangeable Shares. The Support Agreement is governed by the laws of the Province of Ontario.

In conjunction with the closing of the Acquisition Transaction, an aggregate of 6,500,000 shares of our common stock were deemed cancelled, all of which were held by our former President and Chief Executive Officer.

Following the Acquisition Transaction, as of the date of the closing of the Acquisition Transaction, there were an equivalent of approximately 25,000,000 shares of our common stock issued and outstanding of which pre-existing stockholders hold 2,500,000 and former iMedical shareholders hold: (a) an equivalent of 9,123,031 shares of our common stock through their ownership of 100% of the Exchangeable Shares and (b) 13,376,947 shares of our common stock directly.

As a result, our pre-Acquisition Transaction stockholders hold approximately 10% of our issued and outstanding shares of Common Stock (which could be decreased to approximately 7.2%), and the former stockholders of iMedical hold approximately 90% of our issued and outstanding shares of Common Stock (which could be increased to approximately 92.8%) either directly or indirectly through their ownership of 100% of the Exchangeable Shares.

Furthermore, up to 750,000 shares of our common stock that were outstanding prior to the Acquisition Transaction are held in escrow and are subject to forfeiture in the event we are not able to raise $6 million within 6 months of the date of the Acquisition Transaction..

Any shares of our common stock and any Exchangeable Shares, in either case that were issued in the Exchangeable Share Transaction, are subject to the following lock-up schedule (unless such schedule is accelerated at the discretion of our board of directors, with the written consent of Highline Research Advisors, LLC, an adviser):

- 10% shall be released upon effectiveness of the registration statement in Form S-1 proposed to be filed with the U.S. Securities and Exchange Commission, allowing for the resale of such shares as provided therein (the "S-1 Filing");
- 25% shall be released on the 6 month anniversary of effectiveness of the S-1 Filing;
- 50% shall be released on the 9 month anniversary of effectiveness of the S-1 Filing; and
- the remaining 15% shall be released on the 12 month anniversary of effectiveness of the S-1 Filing.

Description of Business

Company Overview

Through December 31, 2015 and until the Acquisition Transaction we were an energy intelligence company that sought to provide comprehensive energy efficiency solutions to the commercial market. Following the close of the Acquisition Transaction, we became a leading-edge medical technology company focused on biometric data monitoring solutions. Our aim is to deliver innovative, remote monitoring solutions to the medical, healthcare, and consumer markets, with a focus on diagnostic and post-diagnostic solutions for lifestyle and chronic illnesses. We approach the diagnostic side of remote patient monitoring by applying innovation within existing business models where reimbursement is established.. We believe this approach reduces the risk associated with traditional medical device development and accelerates the path to revenue. In post-diagnostic markets, we intend to apply medical grade biometrics to enable consumers to self-manage, thereby driving patient compliance and reducing healthcare costs. We intend to first focus on a segment of the multi-billion-dollar diagnostic mobile cardiac telemetry market, otherwise known as MCT.

To date, we have developed our Bioflux MCT technology which is comprised of a monitoring device and software component, verified our business model, and built strategic partnerships to accelerate our go-to-market strategy and growth.

We have established research partnerships with academic institutions such as the University of Calgary, and federal research organizations such as the National Research Council of Canada (NRCC). We are also currently engaged in a collaboration with the Rockyview General Hospital in Calgary, Canada, to determine the predictive value of electrocardiogram (ECG) readings in preventative healthcare applications. The study is designed to identify novel patterns in ECG readings that may be translated into probability models for use in the development of proprietary algorithms for diagnostic applications, and to determine if ECG readings have predictive value for use in preventative healthcare applications, such as self-managed care. The research is partly funded by the NRCC.

Market Overview

Chronic diseases are the number one burden on the healthcare system, driving up costs year over year. Lifestyle related illnesses such as obesity and hypertension are the top contributing factors of chronic conditions including diabetes and heart disease. Government and healthcare organizations are focused on driving costs down by shifting to evidence-based healthcare where individuals, especially those suffering from chronic illnesses, engage in self-management. This has led to massive growth in the connected health market, which is projected to reach $59 billion by 2020 at a compound annual growth rate (CAGR) of 33.4%. Remote patient monitoring (RPM), one of the key areas of focus for self-management and evidence-based practice, is growing at a CAGR of 49%, with an estimated 36 million patients using such solutions by 2020. Currently, over 50% of hospitals are already using RPM solutions to improve risk management and care quality.

The number one cost to the healthcare system is cardiovascular disease (CVD), responsible for 1 in every 6 healthcare dollars spent in the US. By 2030, CVD is expected to have an impact of over $1 trillion in medical expenses and lost productivity. With CVD also being the number one cause of death worldwide, early detection, diagnosis, and management of chronic cardiac conditions are necessary to relieve the increasing burden on the healthcare infrastructure. Diagnostic tests such as ECGs are used to detect, diagnose and track certain types of cardiovascular conditions. We believe that the rise of lifestyle related illnesses associated with heart disease has created a need to develop cost-effective diagnostic mechanisms to fill a hole in the current ECG market.

The global ECG market is expected to be worth $26 billion in 2020 and is growing at a CAGR of 4.7%. The factors driving this market include an aging population, an increase in chronic diseases related to lifestyle choices, improved technology in diagnostic ECG devices, and high growth rates of ECG device sales.

The US portion of the ECG market is expected to be worth $9.32 billion in 2020 and is comprised of three major segments: resting (non-stress) ECG systems, stress ECG systems, and event monitoring systems.. The event monitoring segment alone is expected to be worth $4.66 billion in 2020, and is currently broken into the Holter, Event Loop, and MCT monitoring categories.

We believe that MCT is the preferred diagnostic choice of physicians and cardiologists, as it increases the quality of care and reduces patient risk. The MCT diagnostic is a robust, continuous, remote monitoring solution for cardiac arrhythmia, and it often eliminates the need for expensive overnight monitoring in a hospital. However, the MCT devices currently available are based on outdated technologies which often require a patient to wear a bulky device, and are not readily accessible.

In the US, MCT tests are primarily conducted through outsourced Independent Diagnostic Testing Facilities (IDTFs) that are reimbursed at an average rate of $850 per diagnostic test. There are currently five competitors within the US MCT diagnostic market, which have effectively restricted MCT services to outsourced clinics and locked physicians out of the MCT market with no ability to receive financial reimbursement for MCT diagnostics.

We intend to enter our MCT diagnostic device and software solution into the market as the sixth competitor and employ an insourcing business model. This proposed business model is applicable to a significantly larger portion of the total available market, which include hospitals, physicians' offices and other IDTFs. We believe our insourcing model has the benefit of a reduced operating overhead by offering our solution on a pay-per-use basis, enabling a more efficient market penetration and distribution strategy.

Our vision is to revolutionize the MCT market by providing a convenient, cost-effective, integrated MCT solution, inclusive of both software and hardware for the providers and the patients. The solution is designed as a platform to encompass all segments of the event monitoring market, and future market growth..

Our Bioflux MCT solution is comprised of a uniquely designed monitoring device that is pending 510(k) clearance and an ECG reporting software component that is already FDA cleared and has 300 existing customers, enabling us to introduce the Bioflux device quickly and efficiently into the marketplace. We believe the Bioflux solution is superior to its competitors because it:

- offers better and/or equivalent diagnostics to current MCT devices in use;
- provides recurring reimbursements to doctors, hospitals and IDTFs;
- provides a revenue model that fits within the established insurance billing practices;
- provides built-in cellular connectivity, enabling immediate alert to user in the event of an emergency;
- provides motion tracking to detect exercise, activity, and disorientation; and
- incorporates technology that is future-ready, in that its form and function enables opportunities adjacent to the MCT market.

Following Bioflux, we intend to introduce medical-grade monitoring into the consumer market via our proposed Biolife solution, which we are designing to improve healthcare with technology that aids chronic disease prevention. Biolife is expected to be designed to empower individuals by creating a compliance optimized user experience that combines ECG data and social media interactivity with a lifestyle log. Design and development is already underway, and Biolife is scheduled to launch in the Fall of 2016.

Market Opportunity

ECGs are a key diagnostic test utilized in the diagnosis of cardiovascular disease, the number one cause of death worldwide. The global ECG market is projected to be worth $26 billion in 2020, of which approximately 36% ($9.32 billion) is attributed to the US ECG market, with event monitoring accounting for $4.66 billion of that. In the US in 2012, there were 26.6 million people living with cardiovascular disease with an additional 2.5 million people being diagnosed every year. The increasing market size is attributed to an aging population and an influx in chronic diseases related to lifestyle choices.

The US ECG market is divided into three major product segments:

1. Event monitoring systems;
2. Stress ECG systems; and
3. Resting (non-stress) ECG systems.

Event monitoring systems are projected to grow the fastest due to a shift from in-hospital/clinic monitoring to outpatient monitoring. This shift is expected to help reduce health care costs by limiting the number of overnight hospital stays for patient monitoring. We believe that physicians prefer event monitoring systems over resting and stress ECG systems because they provide better insight to the patient's condition for diagnostic purposes.

The event monitoring market is divided into the Holter, Event Loop and Mobile Cardiac Telemetry (MCT) product segments, of which Holter and Event Loop are the current market leaders. Amongst event monitoring systems, we believe that the preferred choice of physicians and cardiologists is MCT, because of its ability to continuously monitor patients in real-time, thereby reducing a patient's risk and a physician's liability. MCT devices have built-in arrhythmia detectors and real-time communication, which allow physicians to prescribe the device for a longer period of time; thereby enabling prolonged data collection and delivering a more complete picture for diagnosis.

We believe that Holter and Event Loop solutions compromise patient safety because they lack the ability to alert the patient in the event of an emergency. With Holter and Event Loop monitoring, ECG data is not uploaded or transmitted in real-time. Comparatively, if the patient were monitored through an MCT device with real-time ECG data transfer and cellular network access, then in the event of cardiac distress, the monitoring center would immediately send communication to the patient.

Despite our belief that MCT is the optimal solution and the preferred system, the MCT Market is the smallest segment of event monitoring systems with an estimated size of approximately $918 million. This is because the reimbursement revenues associated with MCT incentivizes the dominant solution providers to earn the fees independent of the physician. This creates a critical problem in the marketplace where physicians have the choice to either use the Holter/Event monitor, or lose money and prescribe an MCT. An additional option is to incur huge costs to build out MCT capabilities in order to prescribe MCT. As a result, we believe that physicians will mostly prescribe MCT tests on high-risk patients only, where real-time communication is critical.

In order to properly administer the MCT test, a healthcare provider must have access to three essential components:

1. The MCT device;

2. An ECG viewing software that is capable of reading the data recorded from the device; and

3. A monitoring station that collects the ECG data and responds to the patient in case of an alarm detection.

In addition, there is a shortage in the number of MCT solutions available, as the current MCT diagnostic providers essentially control all of the current MCT devices and software. Since MCT requires an FDA-cleared device, FDA-cleared ECG software, and remote monitoring capabilities, very few companies have attempted to create an all-encompassing solution due to regulatory and development timelines. Currently, there are only 5 MCT solutions within the market of which there are both solution providers and device manufacturers. There also exists overlap amongst the providers and device manufacturers, leading to further confusion and marketplace complexities.

Of the five MCT systems currently available in the market, three are owned by solution providers (IDTFs) who employ an outsourcing business model and we believe are unwilling to sell to physicians. The other two MCT providers we believe are willing to sell their solution at prohibitively high prices for devices plus upfront software costs and a per test fee for monitoring. One of these MCT devices does not have scalable software; and the other lacks monitoring software, requiring a customer to acquire third party software and incur integration expenses. In these two scenarios, the physician would have to incur upfront costs that would take time to recoup before profits are realized.

The limited number of competitors makes this an attractive market for new entrants. However, entry into the market requires a hardware device coupled with ECG software and access to a monitoring station.. Two of the five MCT players have done so by building their own monitoring infrastructure, developing their own ECG software and utilizing TZ Medical's MCT device. However, this is capital intensive and we believe cost prohibitive for hospitals and clinics. These barriers are in our opinion the key reasons as to why Holter and Event Loop have maintained a significant portion of the $4.66 billion US event monitoring market.

The Bioflux MCT solution and business model attempts to address these complications with its complete, turn-key solution, which consists of an easy-to-wear GSM-enabled cardiac monitoring device, ECG viewing software and access to a 24/7 ECG monitoring center. Bioflux employs an insourced business model, where the physician and/or hospital are sharing the profits with us. The entire Bioflux solution is expected to be free to doctors and revenue is expected to be derived from insurance reimbursable ECG reads. We expect that service providers such as physicians, clinics and/or hospitals can request as many devices as they require, at no cost, provided they are utilized. This business model creates a partnership between us and the service provider, where revenue is generated based on usage. Using an average reimbursement of $850, for instance, the proceeds could be distributed as follows: $150 could go to the monitoring center, with the balance split between us and the service provider. If the service provider has the internal capability of doing the monitoring, then $500 could go to the service provider and $350 would go to us.

Market Strategy

The Bioflux MCT device is expected to be deployed into hospitals, clinics, physicians' offices and IDTFs, on a pay-per-use basis. The MCT diagnostic read currently is a reimbursable service from payers such as Medicare and insurance companies. In the United States, billing codes for an MCT diagnostic read are currently available under the American Medical Association Current Procedural Terminal, with a current average reimbursement rate of $850 per read (a read is between 3 and 14 days long).

We believe that Bioflux's pay-per-use strategy, with no fee for device purchases, is a significant and disruptive departure from the pricing and reimbursement strategies of the five existing competitors in the MCT market, which use a 'closed-garden' model to MCT diagnostics, where the entire procedure and reimbursement is restricted to an outsourced model. The physicians, clinics, hospitals and IDTFs do not receive any financial incentive to switch to the MCT diagnostic, from other non-MCT devices (i.e. Holter and Event Loop recording monitors).

Bioflux's pricing reimbursement strategy is enabled by planned low-cost manufacturing, and supported by a robust and sustainable gross margin (approximately 83%) on the revenue generated from each MCT diagnostic read. This in turn creates a barrier to entry for other competitors seeking to emulate our strategy..

The pay-per-use strategy expected to be employed by us provides a financial incentive for the healthcare provider to switch devices or technologies (i.e. from Holter and Event Loop) and other cardiac diagnostic solutions. This strategy simultaneously incentivizes major medical distributors to place multiple devices in our target markets: physicians' offices, clinics, hospitals, and IDTFs.

In early 2016, we expect to simultaneously roll-out its first devices to existing users of the ECG viewer software and key opinion leaders such as cardiologists, physicians, and research scientists. In 2017, we expect to begin widespread distribution with the addition of a major channel distributor to enable a market penetration of approximately 2,213 physician offices (out of approximately 221,235 physician offices in the U.S.), 58 hospitals (out of approximately 5,754 hospitals in the U.S.), and 30 IDTFs (out of 3,000 estimated IDTFs in the U.S.).

Our insourcing business model has been validated with on-the ground market research with end-users and payers who have indicated that they are (1) willing to switch to the our MCT device from existing modalities, and (2) accept our share of the MCT diagnostic service reimbursement in exchange for a no-cost delivery of the MCT device.

Product and Technology

Bioflux is an advanced, integrated ECG device and software solution for the MCT market. The Bioflux device is comprised of a wet electrode and worn either on a lanyard around the neck or on a belt clip around the waist. The Bioflux software will allow doctors and labs to view a patient's ECG data for monitoring and diagnostic purposes. Both the device and software are in accordance with MCT billing code standards, compliant with arrhythmia devices and alarms as defined by the FDA, and are pending 510(k) clearance.

The Bioflux MCT device is optimized to allow production at a significantly lower cost than many of the existing MCT devices. The cost-effective manufacturing of Bioflux enables the device to be distributed for free, while allowing Bioflux to receive a fee-for-service reimbursement for each diagnostic read. This combination creates a barrier to entry for existing competitors and future entrants.

The Bioflux device has been developed, among other things, with the following features:

- GSM mobile chip for global cellular network compatibility;
- Touch-screen LCD viewer; and
- Extended battery pack for an additional 48 hours of battery life.

The Bioflux platform has a built-in cellular chipset and a real-time embedded operating system which allows for our technology to be utilized as an Internet of Things (IoT) platform. This technology can be leveraged into other applications and industries by utilizing the platform and OS side of Bioflux.

We have licensed on an exclusive basis for the MCT market, what we believe is the only FDA cleared ECG viewer software for use in MCT, from CardioComm Solutions Inc. CardioComm's ECG viewer software is already installed and utilized by hospitals and call centers, and we believe we can leverage this familiarity to gain access to decision makers at such hospitals and call centers. Bioflux is integrating the ECG software between the device and the ECG viewer software for a seamless user experience.

Future Markets

It is widely reported that chronic illnesses related to lifestyle diseases are on the rise, resulting in increased healthcare costs. This has caused a major shift in the US healthcare market, emphasizing a need for evidence based healthcare system focused on overall health outcomes. Patient compliance is a critical component in driving improved health outcomes, where the patient adheres to and implements their physician's recommendation. Unfortunately, poor patient compliance is one of the most pressing issues in the healthcare market. One of the key contributing factors to this is the lack of a feedback mechanism to measure improvement and knowledge. Studies show that poor patient compliance costs the US healthcare system $100 to $300 billion annually, representing 3% to 10% of total US healthcare costs.

The above trends point to a need for preventative care solutions that are clinically relevant and designed for the consumer to promote compliance. Current consumer products are simple gadgets with limited, if any, clinical relevance. This forces patients to rely on clinical visits to gauge improvement, with time between visits being spent on following and implementing physician recommendations. Research has shown that the latter is closely linked to non-compliance due to the lack of feedback to patients.

We expect that Biolife, our planned second product, will be focused on filling this need by developing a clinically relevant, preventative care and disease management solution for the consumer. A key underlying component of Biolife is expected to be the ability to measure patient improvements—with clinical accuracy—which will drive feedback and eventual patient compliance. This approach is implemented in our development process by focusing on a disease/chronic illness profile, as opposed to a customer profile. We are focused on cardiovascular disease for its first preventative care solution since Bioflux is aimed at the same health segment. This will enable us to leverage the knowledge and expertise gained with Bioflux and apply it to Biolife.

Preventative Care

The preventative care market (also referred to as the health and wellness market) is currently estimated at $452 billion in 2015. The preventative care market segments include: core diagnostic market and therapeutics ($42 billion), personalized medical care ($100 billion) and nutrition and wellness ($310 billion).

With the knowledge and expertise gained during the development of the Bioflux MCT solution, we have developed a secondary device, Biolife, aimed at the preventative consumer healthcare market. Biolife is a health and lifestyle solution comprised of an ECG monitoring device, an app, and social media support. Biolife will track, simplify and generate a user's health pattern score by aggregating medical grade ECG data with a lifestyle log. The idea is to provide real-time feedback and a social support system, so that the individual is motivated to be proactive about preventing adverse cardiac complications.

Biolife's target market are individuals between 45 to 75, and those at risk for cardiovascular disease and other chronic health illnesses who want the support of making lifestyle changes to have a better quality of life.

We are currently prepared to enter future markets for users that are interested in:

- Self-management of cardiovascular disease and other related chronic diseases;
- Users seeking lifestyle and wellness applications for remote ECG monitoring; and
- Users seeking a predictive and prognostic solution using ECG (known as Heart Rate Variability).

Adjacent Chronic Healthcare Markets and Prenatal Care

In the next two years, we intend to expand our reach with medical-grade solutions for diabetes, sleep apnea, fetal monitoring, and other adjacent healthcare and lifestyle markets.

Bionatal is a proposed solution for monitoring the fetus' health by remote cardiac monitoring. In the US, there are approximately 60,000 fetal deaths per year. First time mothers are at the greatest risk for still births, approximating 20% of 840,000 pregnancies. Bionatal's fetal ECG monitoring solution has a total market of $2.3 million, with an initial target of 900,000 pregnancies.

Event Monitoring

The Holter and Event Loop monitors are significantly simplified versions of an MCT device without a cellular connectivity solution. Holter and Event Loop monitors require data to be downloaded manually, for test periods of 24 hours to 30 days. With just a few adjustments to the software, Bioflux's MCT device is expected to be able to be used as a Holter or an Event loop monitor, which would open up the entire Holter and Event Loop monitor markets which are estimated to be $3.7 billion in 2020. Combined with Bioflux's global cellular chipset, the Bioflux MCT device can become a 3 in 1 device that is applicable to the global event monitoring market. Bioflux intends to offer this complete solution to its three target markets: physicians, clinics/hospitals and IDTFs, which includes the Bioflux MCT device, Bioflux ECG software, and access to a third party ECG monitoring center. There will be no-cost to any of our customers for the device itself, and the entire revenue is derived from the pay-per-use service.

Competition

The medical technology equipment industry is characterized by strong competition and rapid technological change. There are a number of companies developing technologies that are competitive to our existing and proposed products, many of them, when compared to our Company, having significantly longer operational history and greater financial and other resources.

Within the US event monitoring systems market, the MCT product segment is comprised of 5 main competitors. These competitors have increased market presence and distribution primarily through existing IDTFs. The existing competitors have maintained a competitive advantage within the market by controlling the distribution of all available MCT devices and software solutions. The five primary competitors in the MCT market are:

- *CardioNet*. CardioNet is a public company in the US, with the largest network of IDTFs within the MCT market. CardioNet is considered a complete solution provider as it produces and distributes its own MCT device, software solution, and MCT monitoring stations. The company acquired its MCT device through the acquisition of a MCT manufacturer, Braemar. Upon acquisition of Braemar, CardioNet offered limited support to other clients utilizing Braemar's technology. This resulted in CardioNet increasing the use of its device and software solution, enabling wide market penetration. We believe that CardioNet's business model is focused on providing the MCT diagnostic service, as opposed to selling MCT solutions to other IDTFs or service providers, which enables a perpetual per-read fee as opposed to one time device or software sales. Equity research analysts categorize CardioNet as a clinical health provider, because of its business model, rather than as a medical device company. As such, we believe that CardioNet's market cap is limited by the low multiples associated with that type of business, and, as a clinical health provider, CardioNet has significant overhead and fixed costs associated with monitoring stations and health professionals.

- *LifeWatch*. LifeWatch is a public company based in Switzerland. LifeWatch operates a large network of IDTFs. LifeWatch is smaller relative to CardioNet, yet we believe it follows the same business model. To this end, LifeWatch has developed its own MCT device and software solution, as well as established MCT monitoring stations.

- *eCardio.* eCardio is a private company, based in Houston, Texas. eCardio's device is manufactured by a third party medical device company, TZ Medical. eCardio has integrated TZ Medical's device with its software solution to create a complete MCT solution. Similar to LifeWatch and CardioNet, we believe eCardio follows the same business model of offering the MCT service and acting as a clinical health provider.

- *Linecare*. Linecare is a private company, based in Clearwater, Florida. We believe that Linecare's main focus is respiratory care, but it also has franchises in diagnostic care, including the MCT product segment of the ECG monitoring market. Linecare has followed a similar approach as eCardio, where they have integrated TZ Medical's device into their software solution to offer a complete MCT service. Similarly, it acts as a clinical health provider and offers its MCT service as an outsourced offering to the physician.

- *ScottCare*. ScottCare is a private company in the US and a subsidiary of Scott Fetzer Company, a division of Berkshire Hathaway.. ScottCare provides equipment for cardiovascular clinics and diagnostic technicians. ScottCare has built its own MCT device and software solution. Unlike the others, ScottCare offers its solution in an insourced model, where the physician has the opportunity to bill. This model requires the physician to purchase a minimum number of devices at an approximate average cost of $2,000 and their software at a cost of $25,000 to $40,000. After this initial upfront cost, ScottCare charges an additional per test fee for monitoring. We believe the above model creates a long return on investment for the physician. In our opinion, this has resulted in little market penetration for ScottCare as compared to the others.

- *TZ Medical*. TZ Medical is a medical device company that focuses on manufacturing a variety of medical devices. We do not consider TZ Medical to be a direct competitor as they produce an MCT device that is available for purchase. However, TZ Medical does not have a software solution, requiring any new entrant to either acquire or build out a software solution and then integrate that with the TZ Medical device. This creates a requirement for a large upfront capital investment. As a result, we believe this approach only works for organizations looking to become MCT solution providers with the same business model as the others.

- **Intellectual Property**

We primarily rely on trade secret protection for our proprietary information. No assurance can be given that we can meaningfully protect our trade secrets. Others may independently develop substantially equivalent confidential and proprietary information or otherwise gain access to, or disclose, our trade secrets.

We have licensed on an exclusive basis for the MCT market, what we believe is the only FDA cleared ECG viewer software for use in MCT, from CardioComm Solutions Inc. The exclusivity is indefinite unless earlier terminated in accordance with the terms of the agreement, including by CardioComm if we fail to remain current in the payment of applicable royalty fees.

We have and generally plan to continue to enter into non-disclosure, confidentially and intellectual property assignment agreements with all new employees as a condition of employment. In addition, we intend to also generally enter into confidentiality and non-disclosure agreements with consultants, manufacturers' representatives, distributors, suppliers and others to attempt to limit access to, use and disclosure of our proprietary information. There can be no assurance, however, that these agreements will provide meaningful protection or adequate remedies for our trade secrets in the event of unauthorized use or disclosure of such information.

We also may from time to time rely on other intellectual property developed or acquired, including patents, technical innovations, laws of unfair competition and various other licensing agreements to provide our future growth and to build our competitive position. We have filed an industrial design patent in Canada, and we may decide to file for additional patents as we continue to expand our intellectual property portfolio. However, we can give no assurance that competitors will not infringe on our patent or other rights or otherwise create similar or non-infringing competing products that are technically patentable in their own right.

Currently, we do not have any registered copyrights; however, we may obtain such registrations in the future.

Research and Development

Our research and development programs are generally pursued by engineers and scientists employed by us in Toronto on a full-time basis or hired as per diem consultants or through partnerships with industry leaders in manufacturing and design and researchers and academia. We are also working with subcontractors in developing specific components of our technologies.

The primary objective of our research and development program is to advance the development of our existing and proposed products, to enhance the commercial value of such products.

Prior to our acquisition of iMedical in the Acquisition Transaction and for the transition period ended December 31, 2015 and the fiscal year ended August 31, 2015, we did not incur any research and development costs. iMedical incurred research and development costs of $832,661 for the year ended December 31, 2014 and $241,730 for the year ended December 31, 2013, and $326,206 and $891,719 for the three and nine months ended September 30, 2015..

Government Regulation

General

Our proposed product is subject to regulation by the U.S. Food and Drug Administration ("FDA") and various other federal and state agencies, as well as by foreign governmental agencies. These agencies enforce laws and regulations that govern the development, testing, manufacturing, labeling, advertising, marketing and distribution, and market surveillance of the our medical device products.

In addition to the below, the only regulations we encounter are the regulations that are common to all businesses, such as employment legislation, implied warranty laws, and environmental, health and safety standards, to the extent applicable. We will also encounter in the future industry-specific government regulations that would govern our products, if and when developed for commercial use. It may become the case that other regulatory approvals will be required for the design and manufacture of our products and proposed products.

U.S. Regulation

Under the U.S. Federal Food, Drug, and Cosmetic Act, medical devices are classified into one of three classes — Class I, Class II or Class III — depending on the degree of risk associated with each medical device and the extent of control needed to ensure safety and effectiveness. Our current medical products are expected to be categorized as either Class I (with respect to software) or Class II (with respect to hardware). Class I devices are those for which safety and effectiveness can be assured by adherence to a set of guidelines, which include compliance with the applicable portions of the FDA's Quality System Regulation, facility registration and product listing, reporting of adverse medical events, and appropriate, truthful and non-misleading labeling, advertising, and promotional materials. Class II devices require a 510(k) premarket submission to the US FDA. Equivalent agencies in other countries require similar submissions prior to the device being marketed.

We also need to establish a suitable and effective quality management system, which establishes controlled processes for our product design, manufacturing, and distribution. We plan to do this in compliance with the internationally recognized standard ISO 13485:2013 Medical Devices – Quality Management Systems – Requirements for Regulatory Purposes. Following the introduction of a product, the FDA and foreign agencies engage in periodic reviews of our quality systems, as well as product performance and advertising and promotional materials. These regulatory controls, as well as any changes in FDA policies, can affect the time and cost associated with the development, introduction and continued availability of new products.. Where possible, we anticipate these factors in our product development processes. These agencies possess the authority to take various administrative and legal actions against us, such as product recalls, product seizures and other civil and criminal sanctions.

Foreign Regulation

In addition to regulations in the United States, we will be subject to a variety of foreign regulations governing clinical trials and commercial sales and distribution of our products in foreign countries. Whether or not we obtain FDA approval for a product, we must obtain approval of a product by the comparable regulatory authorities of foreign countries before we can commence clinical trials or marketing of the product in those countries. The approval process varies from country to country, and the time may be longer or shorter than that required for FDA approval. The requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary greatly from country to country.

The policies of the FDA and foreign regulatory authorities may change and additional government regulations may be enacted which could prevent or delay regulatory approval of our products and could also increase the cost of regulatory compliance. We cannot predict the likelihood, nature or extent of adverse governmental regulation that might arise from future legislative or administrative action, either in the United States or abroad.

Employees

We currently have 25 employees and consultants who are based in our offices located in Toronto, Canada and Silicon Valley, California. These employees oversee day-to-day operations of the Company and with the consultants, support management, engineering, manufacturing, and administration. We have no unionized employees.

Based on funding ability, we currently plan to hire 5 to 10 additional full-time employees within the next 12 months, whose principal responsibilities will be the support of our sales, marketing, research and development, and clinical development activities.

We consider relations with our employees to be satisfactory.

ITEM 1A. RISK FACTORS

Not required for a Smaller Reporting Company.

ITEM 1B. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 2. PROPERTIES

Our principal executive office is located in leased premises of approximately 5,000 square feet at 75 International Blvd., Suite 300, Toronto, ON Canada M9W 6L9. We also have executive offices at leased premises of approximately 3,500 square feet at 275 Shoreline Drive, Redwood City, California. We believe that these facilities are adequate for our needs, including providing the space and infrastructure to accommodate our development work based on our current operating plan. We do not own any real estate.

ITEM 3. LEGAL PROCEEDINGS

From time to time, we may become involved in various lawsuits and legal proceedings, which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm business.

We are not currently a party in any legal proceeding or governmental regulatory proceeding nor are we currently aware of any pending or potential legal proceeding or governmental regulatory proceeding proposed to be initiated against us that would have a material adverse effect on us or our business.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

PART II

ITEM 5. MARKET FOR COMMON EQUITY, RELATED STOCKHOLDER MATTERS, AND ISSUER PURCHASES OF EQUITY SECURITIES

Market for our Common Stock

Our common stock is traded on the OTCQB marketplace under the symbol “BTCY” since February 1, 2016. Prior to that, from November 11, 2015, our common stock was quoted on the OTCQB marketplace under the symbol “MTSU,” but did not commence trading until February 15, 2016. On April 12, 2016, the closing price of our common stock as reported on the OTCQB marketplace was $2.60 per share. The quotations on our common stock reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not represent actual transactions.

We consider our common stock to be thinly traded and, accordingly, reported sales prices or quotations may not be a true market-based valuation of our common stock.

Shareholders of Record

As of April 12, 2016, an aggregate of 15,876,947 shares of our common stock were issued and outstanding and owned by approximately 26 shareholders of record, and of which 750,000 are held in escrow and subject to forfeiture if we are unable to raise at least $6,000,000 in capital within six months of the closing of the Acquisition Transaction. In addition, as of April 13, 2016, 9,123,031 Exchangeable Shares were issued and outstanding, which were held by approximately 31 holders of record. We also believe there are more owners of our common stock whose shares are held by nominees or in street name.

There is one share of the Special Voting Preferred Stock issued and outstanding, held by the Trustee.

Recent Sales of Unregistered Securities

In June and December 2013, Sensor Mobility issued 610,000 common shares (previously 105,000 Class "A" preferred shares and 200,000 Class "B" common shares) for consulting services at fair value of $0.47 per share.

In December 2013, Sensor Mobility issued 940,000 common shares (previously 470,000 Class "A" preferred shares) at prices ranging from $0.20 to $0.47 for aggregate cash proceeds of $439,031.

In April 2014, Sensor Mobility entered into agreements for issuance of warrants against services with four of its then stockholders and issued 475,000 warrants (previously 237,500 warrants) entitling those stockholders to purchase one common share (previously preferred class A share) against each warrant at an exercise price of $0.46 per warrant to be exercised within one year from the issuance date. All of such warrants were cancelled and were reissued by iMedical in its reverse merger with Sensor Mobility.

In June and July 2014, Sensor Mobility issued 1,170,000 common shares (previously 585,000 Class "A" preferred shares) through at a price per share of $0.47 for aggregate cash proceeds of $545,278.

In July 2014, Sensor Mobility issued 142,000 common shares (previously 71,000 Class "A" preferred shares) for consulting services at $0.47 per share.

On August 11, 2014, all the stockholders of Sensor Mobility entered into a series of roll over agreements for the sale of their shares to iMedical. Pursuant to these agreements, iMedical issued 11,829,500 shares in exchange for 5,914,750 shares of Sensor Mobility, which were subsequently cancelled.

In November 2014, iMedical issued 1,036,000 units at an exercise price of $1.10 and received gross cash proceeds of $1,142,837. Each unit was comprised of 1,036,000 common shares and 1,554,000 warrants to be exercised at $1.10 within 120 to 270 days from the date of issuance. In connection with the proceeds received, iMedical, among other things, issued 51,080 broker warrants to be exercised at $1.10 within 365 days from the date of issuance.

In November 2014, 150,000 common stock purchase warrants were exercised at a price of $0.44 per share.

In March and May 2015, 500,000 common stock purchase warrants were exercised at a price of $1.01 per share. In connection with the proceeds received, iMedical, among other things, issued 35,000 broker warrants to be exercised at $1.10 within 3 years from the date of issuance.

In August and September 2015, 250,000 warrants were exercised at a price of $1.05 per share. In connection with the proceeds received, iMedical, among other things, issued 17,500 broker warrants.

In September, October and November 2015, iMedical sold $1,368,978 aggregate principal amount of convertible promissory notes to accredited investors. These notes have a maturity date of 24 months from the date of issuance and carry annual interest rate of 11%. The note holders have the right until any time until the note is fully paid, to convert any outstanding and unpaid principal portion of the note, and accrued interest, into fully paid and non-assessable shares of Common Stock. The note has a conversion price initially set at $1.78. As part of this offering, iMedical issued 43,161 broker warrants.

During the year ended December 31, 2015, 2,832,500 shares of iMedical common shares were issued upon the exercise of outstanding options by iMedical employees, at a weighted average exercise price per share of $0.0001.

None of the above issuances were offered or sold in the U.S., or were offered and sold in the U.S. pursuant to an exemption from registration under Section 4(a)(2).

On February 2, 2016, we issued an aggregate of 13,376,947 shares of our common stock to iMedical stockholders in the Acquisition Transaction. Such shares were offered and sold in the U.S. pursuant to an exemption from registration under Section 4(a)(2) and/or the rules and regulations promulgated thereunder.

Repurchase of Equity Securities

In May 2015, iMedical repurchased 1,100,000 of its outstanding common shares at cost from a related party, which were cancelled upon their repurchase. We have no plans, programs or other arrangements in regards to further repurchases of our common stock.

Dividends

We have not since August 29, 2012 (date of inception) declared or paid any cash dividends on our common stock and currently do not anticipate paying such cash dividends. We currently anticipate that we will retain all of our future earnings for use in the development and expansion of our business and for general corporate purposes. Any determination to pay dividends in the future will be at the discretion of our board of directors (the “Board”) and will depend upon our results of operations, financial condition, tax laws and other factors as the Board, in its discretion, deems relevant.

Securities Authorized for Issuance under Equity Compensation Plans

See the section titled "Equity Compensation Plan Information" under Item 11 in Part III of this Transition Report.

ITEM 6. SELECTED FINANCIAL DATA

Not applicable to a smaller reporting company.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Forward looking statements: Statements about our future expectations are "forward-looking statements" and are not guarantees of future performance. When used herein, the words "may," "will," "should," "anticipate," "believe," "appear," "intend," "plan," "expect," "estimate," "approximate," and similar expressions are intended to identify such forward-looking statements. These statements involve risks and uncertainties inherent in our business and are subject to change at any time. Our actual results could differ materially from these forward-looking statements. This Transition Report on Form 10-K does not have any statutory safe harbor for this forward looking statement. We undertake no obligation to update publicly any forward-looking statements.

Management's Discussion and Analysis should be read in conjunction with the financial statements included in this Transition Report on Form 10-K (the "Financial Statements"). The financial statements have been prepared in accordance with generally accepted accounting policies in the United States ("GAAP"). Except as otherwise disclosed, all dollar figures included therein and in the following management discussion and analysis are quoted in United States dollars.

The following discussion of the Company's financial condition and the results of operations should be read in conjunction with the Financial Statements and footnotes thereto appearing elsewhere in this Transition Report.

The Company notes that in addition to the description of historical facts contained herein, this report contains certain forward-looking statements that involve risks and uncertainties as detailed herein and from time to time in the Company's other filings with the Securities and Exchange Commission and elsewhere. Such statements are based on management's current expectations and are subject to a number of factors and uncertainties, which could cause actual results to differ materially from those, described in the forward-looking statements. These factors include, among others: (a) the Company's fluctuations in sales and operating results; (b) risks associated with international operations; (c) regulatory, competitive and contractual risks; (d) development risks; (e) the ability to achieve strategic initiatives, including but not limited to the ability to achieve sales growth across the business segments through a combination of enhanced sales force, new products, and customer service; and (f) pending litigation.

Fiscal Year

We changed our fiscal year to the calendar twelve months ending December 31. Our results of operations are presented for the four-month transition period ended December 31, 2015 and for the 12-month fiscal year ended August 31, 2015. As a result, unless otherwise indicated herein, comparisons of results below compare results for the four-month transition period from September 1, 2015 through December 31, 2015, to the 12-month period of the fiscal year ended August 31, 2015, and accordingly are not comparing results for comparable periods of time.

Plan of Operation and Recent Corporate Developments

We were incorporated on August 29, 2012 in the State of Nevada. At the time of our incorporation the name of our company was Metasolutions, Inc. On January 27, 2016, we filed with the Secretary of State of the State of Nevada a Certificate of Amendment to our Articles of Incorporation, effective as of February 1, 2016, whereby, among other things, we changed our name to Biotricity Inc. and increased the authorized number of shares of common stock from 100,000,000 to 125,000,000 and "blank check" preferred stock from 1,000,000 to 10,000,000.

On February 2, 2016 we acquired iMedical, through our indirect subsidiary Exchangeco and consummated the Acquisition Transaction. Immediately prior to the closing of the Acquisition Transaction, we transferred all of the then-existing business, properties, assets, operations, liabilities and goodwill of the Company, to W270 SA, a Costa Rican corporation, pursuant to the Assignment and Assumption Agreement. Accordingly, as of immediately prior to the closing of the Acquisition Transaction, we had no assets or liabilities.

Following the close of the Acquisition Transaction, we became a leading-edge medical technology company focused on biometric data monitoring solutions. Our aim is to deliver innovative, remote monitoring solutions to the medical, healthcare, and consumer markets, with a focus on diagnostic and post-diagnostic solutions for lifestyle and chronic illnesses.

Financial Condition and Results of Operations

Results of Operations for Four Months Ended December 31, 2015 as Compared to Year Ended August 31, 2015

Expenses

Expenses for the four month transition period ended December 31, 2015 were $58,035, as compared to $90,813 for the fiscal year ended August 31, 2015. Officer's compensation was $4,500 for the four month transition period ended December 31, 2015 and $18,000 for the fiscal year ended August 31, 2015. Software development costs decreased from $23,200 to $6,800 for the four month transition period ended December 31, 2015 compared to fiscal year ended August 31, 2015. This represented a decrease of $16,400 or 71% from the prior period presented.. Audit and accounting expense was $10,000 for the four month transition period ended December 31, 2015 and $3,587 for the fiscal year ended August 31, 2015. Consulting expense, travel expense, public company expense and other decreased from $46,026 to $36,735 for the four month transition period ended December 31, 2015 compared to fiscal year ended August 31, 2015. This represented a decrease of $9,291 or 20% from the prior period presented.

Other income - debt forgiveness

During the period ended December 31, 2015, certain of our lenders forgave our indebtedness to them in the amount of $254,031, due to a change in control transaction on December 29, 2015.

Income/ (loss) before provision for income taxes

Income/(loss) before provision for incomes taxes for the four month transition period ended December 31, 2015 and for the fiscal year ended August 31, 2015 was $195,996 and ($90,813) respectively. We recorded $250 provision for federal or state income taxes in the four month transition period ended December 31, 2015 and no provision for the fiscal year ended August 31, 2015.

Basic and diluted income/ (loss) per share

Basic and diluted income/(loss) per share for the four month transition period ended December 31, 2015 and the fiscal year ended August 31, 2015 was $0.02 and $(0.02) per share, respectively. Basic and diluted number of shares outstanding as of the four month transition period ended December 31, 2015 was 9,000,000, and the basic and diluted number of shares outstanding as of the fiscal year ended August 31, 2015 was 5,313,699, reflecting a change in the number of weighted average shares outstanding from the Company's direct public offering during fiscal year ended August 31, 2015.

Liquidity and Capital Resources

We are a development stage company and have not yet realized any revenues from our planned operations.

At December 31, 2015 and August 31, 2015, we owed $nil and $33,672 in connection with interest-free demand loans from two unrelated parties, respectively. The proceeds of which were used for basic working capital purposes and were forgiven based on change in control transaction in December 2015.

At December 31, 2015 and August 31, 2015, we owed our former President and Chief Executive Officer $nil and $48,000, respectively for his services and we owe $50,000 and $180,650, respectively to our 'as needed' basis software development firm and other consultants. The software development firm and/or consultants do not perform their function or services pursuant to any formal agreements with the Company.

We have working capital deficit of $47,828 at December 31, 2015 and $243,574 at August 31, 2015, and have incurred a deficit of $70,128 from inception to December 31, 2015. We have funded operations primarily through the issuance of capital stock, debt and other securities.

During the period ended December 31, 2015, certain of our lenders forgave our indebtedness to them in the amount of $254,031, due to a change in control transaction on December 29, 2015. On February 2, 2016 we acquired iMedical, through our indirect subsidiary Exchangeco and consummated the Acquisition Transaction. Immediately prior to the closing of the Acquisition Transaction, we transferred all of the then-existing business, properties, assets, operations, liabilities and goodwill of the Company, to W270 SA, a Costa Rican corporation, pursuant to the Assignment and Assumption Agreement. Accordingly, as of immediately prior to the closing of the Acquisition Transaction, we had no assets or liabilities.

During the year ended December 31, 2015, iMedical raised net cash of $1,996,345 through the issuance of convertible promissory notes and exercise of warrants, compared to $1,715,695 for the year ended December 31, 2014.

Beginning as of March 31, 2016, we commenced a bridge offering of up to an aggregate of $1,000,000 of convertible promissory notes and warrants, of which an aggregate of $525,000 was sold as of April 12, 2016. We intend to use the proceeds for working capital and general corporate purposes while we continue to seek larger amounts of equity financing, as provided further below.

As we proceed with the commercialization of the Bioflux product development we have devoted and expect to continue to devote significant resources in the areas of capital expenditures and research and development costs and operations, marketing and sales expenditures.

We expect to require additional funds to further develop our business plan, including the anticipated commercialization of the Bioflux and Biolife products. Based on our current operating plans, we will require additional resources to introduce the Bioflux into the Mobile Cardiac Telemetry market and the Biolife device into the consumer market. Since it is impossible to predict with certainty the timing and amount of funds required to launch the Bioflux and Biolife product in any other markets or any of our other proposed products, we anticipate that we will need to raise additional funds through equity or debt offerings or otherwise in order to meet our expected future liquidity requirements. Any such financing that we undertake will likely be dilutive to existing stockholders.

In addition, we expect to also need additional funds to respond to business opportunities and challenges, including our ongoing operating expenses, protecting our intellectual property, developing or acquiring new lines of business and enhancing our operating infrastructure. While we may need to seek additional funding for such purposes, we may not be able to obtain financing on acceptable terms, or at all. In addition, the terms of our financings may be dilutive to, or otherwise adversely affect, holders of our common stock. We may also seek additional funds through arrangements with collaborators or other third parties. We may not be able to negotiate any such arrangements on acceptable terms, if at all. If we are unable to obtain additional funding on a timely basis, we may be required to curtail or terminate some or all of our product lines.

Significant Accounting Policies

The Company's financial statements and related public financial information are based on the application of accounting principles generally accepted in the United States of America ("US GAAP"). US GAAP requires the use of estimates; assumptions, judgments and subjective interpretations of accounting principles that have an impact on the assets, liabilities, revenues and expense amounts reported. These estimates can also affect supplemental information contained in our external disclosures including information regarding contingencies, risk and financial condition. We believe our use if estimates and underlying accounting assumptions adhere to US GAAP and are consistently and conservatively applied. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results may differ materially from these estimates under different assumptions or conditions. We continue to monitor significant estimates made during the preparation of our financial statements.

Our significant accounting policies are summarized in Note 2 of our financial statements. While all these significant accounting policies impact its financial condition and results of operations, the Company views certain of these policies as critical. Policies determined to be critical are those policies that have the most significant impact on the Company's financial statements and require management to use a greater degree of judgment and estimates. Actual results may differ from those estimates.

The preparation of financial statements and related footnotes requires us to make judgments, estimates, and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities.

An accounting policy is considered to be critical if it requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time the estimate is made, and if different estimates that reasonably could have been used, or changes in the accounting estimates that are reasonably likely to occur periodically, could materially impact the financial statements.

Financial Reporting Release No. 60 requires all companies to include a discussion of critical accounting policies or methods used in the preparation of financial statements. There are no critical policies or decisions that rely on judgments that are based on assumptions about matters that are highly uncertain at the time the estimate is made. Note 2 to the financial statements, included elsewhere in this report, includes a summary of the significant accounting policies and methods used in the preparation of our financial statements.

On April 5, 2012, President Obama signed into law the Jumpstart Our Business Startups Act (JOBS Act), which establishes a new category of issuer called an emerging growth company (EGC). Under the JOBS Act, an EGC is defined as an issuer with total annual gross revenues less than $1 billion during its most recently completed fiscal year. An issuer continues to be eligible for EGC status until the earliest of (1) the last day of the fiscal year during which it had total annual gross revenues of $1 billion or more (as indexed for inflation in the manner set forth in the JOBS Act), (2) the last day of the fiscal year of the issuer following the fifth anniversary of the date of its IPO, (3) the date on which it issued more than $1 billion in non-convertible debt in the previous three-year period, or (4) the date on which it became a large accelerated filer as defined in Rule 12b-2 of the Securities Exchange Act of 1934.

The JOBS Act exempts an EGC from the following requirements during the period of eligibility:

- Having an independent auditor assess its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act. However, an EGC would still have to comply with the Section 404(a) requirement that management assess its internal control over financial reporting, generally beginning with its second annual report on Form 10-K.

- Adopting new or revised accounting standards that are effective for public companies. Instead, the effective dates of such accounting standards for private companies would apply.

- Complying with "say-on-pay" vote requirements under the Dodd-Frank Wall Street Reform and Consumer Protection Act. An EGC would satisfy executive compensation disclosures in a manner consistent with a smaller reporting company.

- Complying with future changes to PCAOB auditing standards related to mandatory audit firm rotation and an Auditors Discussion & Analysis statement (if adopted). Other new standards would not apply to audits of EGCs unless the SEC decides that they should after considering the protection of investors and whether the action will promote efficiency, competition and capital formation.

With the exception of the treatment for accounting standards, each of these exemptions is voluntary and an EGC may choose to operate as an EGC as it deems appropriate. Section 107(b) of the JOBS Act permits an EGC to “opt out” of the exemption to adopt new or revised accounting standards when they are effective for private companies and instead apply such standards on the same basis as a public company. Under section 107(b)(3), such decision to opt-out is irrevocable, and the EGC must continue to comply with such standards to the same extent that a public company is required for as long as the company remains an EGC.

Under the JOBS Act, we meet the definition of an EGC. During the period we continue to be eligible for EGC status, we will apply new or revised accounting standards following the effective date for private companies.

Seasonality

We have not noted a significant seasonal impact in our business (or businesses like ours) although having just commenced operations it is too early to tell.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements, as defined in Item 303(a)(4)(ii) of Regulation S-K, obligations under any guarantee contracts or contingent obligations. We also have no other commitments, other than the costs of being a public company that will increase our operating costs or cash requirements in the future.

Material Events and Uncertainties

Our operating results are difficult to forecast. Our prospects should be evaluated in light of the risks, expenses and difficulties commonly encountered by comparable early stage companies. The continuation of our business is dependent upon obtaining further financing, a successful program of development, marketing and distribution of product and services, and, finally, achieving a profitable level of operations. The issuance of additional equity securities by us could result in a significant dilution in the equity interests of our current stockholders. Obtaining commercial loans, assuming those loans would be available, will increase our liabilities and future cash commitments.

There are no assurances that we will be able to obtain further funds required for our continued operations. We will pursue various financing alternatives to meet our immediate and long-term financial requirements. There can be no assurance that additional financing will be available to us when needed or, if available, that it can be obtained on commercially reasonable terms. If we are not able to obtain the additional financing on a timely basis, we will be unable to conduct our operations as planned, and we will not be able to meet our other obligations as they become due. In such event, we will be forced to scale down or perhaps even cease our operations.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not applicable to a smaller reporting company.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Our financial statements and corresponding notes thereto called for by this item appear at the end of this document commencing on page F-1.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURES

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in the Company's Exchange Act reports is recorded, processed, summarized and reported within the time communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure based closely on the definition of “disclosure controls and procedures” in Rule 13a-15(e). The Company's disclosure controls and procedures are designed to provide a reasonable level of assurance of reaching the Company's desired disclosure control objectives. In designing periods specified in the SEC's rules and forms, and that such information is accumulated and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. The Company's certifying officer has concluded that the Company's disclosure controls and procedures are effective in reaching that level of assurance.

At the end of the period being reported upon, the Company carried out an evaluation, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective.

Management's Report on Internal Control over Financial Reporting

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Section 13a-15(f) of the Securities Exchange Act of 1934, as amended). Internal control over financial reporting is a process designed by, or under the supervision of, the Company's Chief Financial Officer to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the Company's financial statements for external reporting purposes in conformity with U.S. generally accepted accounting principles and include those policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and disposition of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorization of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

As of December 31, 2015, management conducted an assessment of the effectiveness of the Company's internal control over financial reporting based on the framework established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission. Based on the criteria established by COSO management concluded that the Company's internal control over financial reporting was effective as of December 31, 2015.

This Report does not include an attestation report of the Company’s independent registered public accounting firm regarding internal control over financial reporting as smaller reporting companies are not required to include such report and EGC’s are exempt from this requirement entirely until they are no longer an EGC. Management’s report is not subject to attestation by the Company’s independent registered public accounting firm.

Limitations on the Effectiveness of Controls

Management has confidence in its internal controls and procedures. The Company’s management believes that a control system, no matter how well designed and operated can provide only reasonable assurance and cannot provide absolute assurance that the objectives of the internal control system are met, and no evaluation of internal controls can provide absolute assurance that all control issues and instances of fraud, if any, within a company have been detected. Further, the design of an internal control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitation in all internal control systems, no evaluation of controls can provide absolute assurance that all control issuers and instances of fraud, if any, within the Company have been detected.

Changes in Internal Controls

There were no changes in the Company’s internal controls over financial reporting that occurred during the transition period ended December 31, 2015 that have materially affected, or is reasonably likely to materially affect, our internal controls over financial reporting.

Internal control systems, no matter how well designed and operated, have inherent limitations. Therefore, even a system which is determined to be effective cannot provide absolute assurance that all control issues have been detected or prevented. Our systems of internal controls are designed to provide reasonable assurance with respect to financial statement preparation and presentation.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Effective as of the closing of the Acquisition Transaction, Kazi Hasan resigned as Chief Executive Officer and Director and Waqaas Al-Siddiq was appointed our President, Chief Executive Officer and Chairman of the Board of Directors.

Name	Age	Position
Waqaas Al-Siddiq (1)	30	President, Chief Executive Officer and Chairman of the Board of Directors
Kazi Hasan (2)	69	Former Chief Executive Officer and Director
Peter McGoldrick (3)	51	Former President, Chief Executive Officer, Treasurer, Chairman of the Board of Directors and Chief Financial Officer

(1) Mr. Al-Siddiq was appointed as President, Chief Executive Officer and Chairman of the Board of Directors on February 2, 2016.

(2) Kazi Hasan was appointed as Chief Executive Officer and director on December 29, 2015, and subsequently resigned from his position as Chief Executive Officer and director on February 2, 2016.

(3) Mr. McGoldrick was appointed as President, Chief Executive Officer (CEO), Treasurer, Chairman of the Board of directors and Chief Executive Officer (CFO) on August 29, 2012 and resigned from his executive and director positions on December 29, 2015.

Waqaas Al-Siddiq: President, Chief Executive Officer and Chairman of the Board of Directors. Waqaas Al-Siddiq is the founder of iMedical and has been its Chairman and Chief Executive Officer since inception in July 2014. Prior to that, from July 2010 through July 2014, he was the Chief Technology Officer of Sensor Mobility Inc., a Canadian private company engaged in research and development activities within the remote monitoring segment of preventative care and that was acquired by iMedical in August 2014. Mr. Al-Siddiq also during this time provided consulting services with respect to technology strategy.

Mr. Al-Siddiq serves as a member of the Board of Directors as he is the founder of iMedical and his current executive position with the Company. We also believe that Mr. Al-Siddiq is qualified due to his experience as an entrepreneur and raising capital.

Kazi Hasan: Former Chief Executive Officer and Director. Mr. Hasan is our former Chief Executive Officer and sole director as of December 29, 2015. Mr. Hasan has a Master's Degree in Manufacturing Engineering and an MBA from Boston University. He started his career working as a Consulting Engineer for URS Corp., followed by working as a Security Analyst for Prescott, Ball & Turban (since acquired by Kemper). Mr. Hasan has been an entrepreneur and media consultant since 2000, but has been retired from active employment since prior to 2010. Mr. Hasan resigned from all of his executive officer and board positions as of February 2, 2016.

Peter McGoldrick*: *Former Founder, President, Chief Executive Officer (CEO), Treasurer, Chairman of the Board of Directors and Chief Financial Officer. Mr. McGoldrick is our former President, Chief Executive Officer and Chairman of the Board. Mr. McGoldrick began his career in the energy industry in 1986 with Long Island Lighting Company (or LILCO). Mr. McGoldrick is currently employed by PSEG Long Island, a subsidiary of Public Service Enterprise Group Incorporated (PSEG), a publicly traded diversified energy company with annual revenues of $10 billion. PSEG operates the Long Island Power Authority's transmission and distribution system under a 12-year contract. Mr. McGoldrick manages and oversees several critical aspects of PSEG's services in the Long Island region in the position of Senior Work Coordinator, Distribution Support. Mr. McGoldrick has held that position in varying levels of responsibility since before 2009. Mr. McGoldrick obtained his Bachelors of Science in Business Management from Long Island University in 1990, his Masters of Business Administration from Dowling College in 1995. Mr. McGoldrick received his Accounting certification from Hofstra University in 2006. Mr. McGoldrick resigned from all of his executive officer and board positions as of December 29, 2015.

There are no family relationships among any of our current or proposed officers and directors.

Section 16(a) Beneficial Ownership Reporting Compliance

The Company does not have a class of securities registered pursuant to Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and therefore our executive officers, directors and holders of more than 10% of our equity securities are not subject to the reporting requirements of Section 16(a) of the Exchange Act.

ITEM 11. EXECUTIVE COMPENSATION

The following table set forth certain information as to the compensation paid to the executive officers of the Company during the transition period ended December 31, 2015, which is referred to in the table as “2015T,” and the fiscal years ended August 31, 2015 and 2014. It further includes the compensation paid to Mr. Al-Siddiq as an executive officer of iMedical during the transition period and the years ended December 31, 2015 and 2014.

Name and Principal Position [1]	Year	Salary	Bonus	Stock Awards	Option Awards	Non-Equity Incentive Plan Compensation	All Other Compensation	Total
Waqaas Al-Siddiq [2]	2015T	$ 60,000	$63,000	–	–	–	$ $2,400	$125,400
Chief Executive Officer	2015	$ 180,000	$63,000	–	$2,190,152[3]	–	$ $7,200	$2,440,352
	2014	$ 187,900	$36,000	–	–	–	$ –	$223,900
Kazi Hasan [4]	2015T	–	–	–	–	–	$ –	–
Former CEO	2015	–	–	–	–	–	$ –	–
	2014	–	–	–	–	–	$ –	–
Peter McGoldrick [5]	2015T	$ –	–	–	–	–	$ –	–
Former CEO	2015	$ 18,000	–	–	–	–	$ –	$ 18,000
	2014	$ 18,000		–	–	–	–	$ 18,000

(1) See Item 10 above for information on the dates in which the named executive officers served as such on behalf of the Company.

(2) Mr. Al-Siddiq was appointed as President, Chief Executive Officer and Chairman of the Board of Directors of the Company on the closing of the Acquisition Transaction on February 2, 2016..

(3) For assumptions made in such valuation, see notes 2 and 9 to iMedical’s audited financial statements included as Exhibit 99.1 to this Transition Report. All of such options were exercised by Mr. Siddiq in 2015.

(4) Mr.. Hasan resigned from his executive and director positions on February 2, 2016.

(5) Mr. McGoldrick resigned from his executive and director positions on December 29, 2015.

Outstanding Equity Awards

The following table provides information about the number of outstanding equity awards held by our named executive officers at December 31, 2015.

	Option awards					Stock awards			
Name	Number of securities underlying unexercised options (#) exercisable	Number of securities underlying unexercised options (#) unexercisable	Equity incentive plan awards: Number of securities underlying unexercised unearned options (#)	Option exercise price ($)	Option expiration date	Number of shares or units of stock that have not vested (#)	Market value of shares or units of stock that have not vested as of 12/31/15 ($)	Equity incentive plan awards: Number of unearned shares, units or other rights that have not vested (#)	Equity incentive plan awards: Market or payout value of unearned shares, units or other rights that have not vested ($)
Waqaas Al-Siddiq	-	-	-	-	-	-	-	-	-
Kazi Hasan	-	-	-	-	-	-	-	-	-
Peter McGoldrick	-	-	-	-	-	-	-	-	-

Employment Agreements

We entered into an employment agreement with Waqaas Al-Siddiq on April 12, 2016, to serve as our Chief Executive Officer, on an indefinite basis subject to the termination provisions described in the agreement. Pursuant to the terms of the agreement, Mr. Al-Siddiq will receive an annual base salary of $240,000 per annum, to be reviewed annually by the Board of Directors. If we successfully secure an aggregate $6 million or more pursuant to one or more arm's length, third-party debt or equity financings, Mr. Al-Siddiq’s annual base salary shall increase to $300,000. Mr. Al-Siddiq is also eligible to receive a minimum annual bonus of 50% of annual base salary for the prior year based on his individual performance and the achievement of corporate objectives as determined by the Board.

Pursuant to the agreement, by May 12, 2016, we are obligated to grant to Mr. Al-Siddiq options to purchase 10% of our outstanding shares. Mr. Al-Siddiq shall be entitled to participate in our benefit plans generally made available to employees in accordance with the terms of such plans.

We may terminate Mr. Al-Siddiq's employment at any time for just cause without payment of any compensation either by way of anticipated earnings or damages of any kind, except for annual base salary and vacation pay accrued and owing up to the effective date of termination. "Just cause" shall mean (a) a material breach by Mr. Al-Siddiq of the terms of the agreement; (b) a conviction of or plea of guilty or nolo contendere to any felony or any other crime involving dishonesty or moral turpitude, (c) the commission of any act of fraud or dishonesty, or theft of or intentional damage to our property, (d) willful or intentional breach of Mr. Al-Siddiq's fiduciary duties, (e) the violation of a material policy as in effect from time to time or (f) any act or conduct that would constitute cause at common law.

If Mr. Al-Siddiq's employment is terminated by us for any reason other than for just cause, we shall provide Mr. Al-Siddiq with: (a) a severance payment equal to 12 months of his then annual base salary plus an amount equal to the last annual bonus paid to him; (b) all annual base salary and vacation pay accrued and owing; and (c) a continuation of our contributions necessary to maintain his Executive's participation for the minimum period prescribed by applicable employment standards legislation in all group insurance and benefit or pension plans or programs provided to him immediately prior to the termination of employment.

The agreement contains customary non-competition and non-solicitation provisions pursuant to which Mr. Al-Siddiq agrees not to compete and solicit with us. Mr. Al-Siddiq also agreed to customary terms regarding confidentiality, ownership of intellectual property and non-disparagement.

This summary is qualified in all respects by the actual terms of the employment agreement, which is filed as an exhibit to this Form 10-K as Exhibit 10.7.

Corporate Governance

The business and affairs of the Company are managed under the direction of our Board of Directors, which is comprised of Waqaas Al-Siddiq.

Term of Office

Directors are appointed to hold office until the next annual general meeting of stockholders or until removed from office in accordance with our bylaws. Our officers are appointed by our Board and hold office until removed by our Board.

All officers and directors listed above will remain in office until the next annual meeting of our stockholders, and until their successors have been duly elected and qualified. Our bylaws provide that officers are appointed annually by our Board and each executive officer serves at the discretion of our Board.

Director Compensation

Our directors are reimbursed for expenses incurred by them in connection with attending board meetings, are eligible for stock option grants but they do not receive any other compensation for serving on the board at this time. We plan to compensate independent directors in the future.

Board Committees

Our board of directors does not currently have any committees, such as an audit committee or a compensation committee. However, the board of directors may establish such committees in the future. However, our board of directors will establish an audit committee and a compensation committee (and any other committees that are required) if the Company seeks to be listed on a national securities exchange.

Code of Business Conduct and Ethics Policy

We adopted a Code of Business Conduct and Ethics as of April 12, 2016, that applies to, among other persons, our principal executive officers, principal financial officer, principal accounting officer or controller, and persons performing similar functions. Our Code of Business Conduct and Ethics is available on our website www.biotricity.com.

Equity Compensation Plan Information

We adopted a new equity incentive plan effective as of February 2, 2016 to attract and retain employees, directors and consultants. The equity incentive plan is administered by our Board of Directors which may determine, among other things, the (a) terms and conditions of any option or stock purchase right granted, including the exercise price and the vesting schedule, (b) persons who are to receive options and stock purchase rights and (c) the number of shares to be subject to each option and stock purchase right. The equity incentive plan may also be administered by a special committee, as determined by the Board of Directors.

The maximum aggregate number of shares of our common stock that may be issued under the equity incentive plan is 3,750,000, which, except as provided in the plan shall automatically increase on January 1 of each year for no more than 10 years, so the number of shares that may be issued is an amount no greater than 15% of our outstanding shares of common stock and Exchangeable Shares as of such January 1. The equity incentive plan provides for the grant of (i) "incentive" options (qualified under section 422 of the Internal Revenue Code of 1986, as amended) to our employees and (ii) nonstatutory options and restricted stock to our employees, directors or consultants.

Shown below is information as of December 31, 2015 with respect to the common shares of iMedical that may be issued under its equity compensation plans.

Plan category	(a) Number of securities to be issued upon exercise of outstanding options, warrants and rights	(b) Weighted-average exercise price of outstanding options, warrants and rights	(c)Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by security holders	—	—	—
Equity compensation plans not approved by security holders [(1)]	1,097,500	$0.847	—
Total	1,097,500		—

(1) At the time of the Acquisition Transaction on February 2, 2016, each (a) outstanding option granted or issued pursuant to iMedical's equity compensation plans was exchanged for approximately 1.197 economically equivalent replacement options with a corresponding adjustment to the exercise price and (b) outstanding warrant granted or issued pursuant to iMedical's equity compensation plans was adjusted so the holder receives approximately 1.197 shares of common stock with a corresponding adjustment to the exercise price.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table shows the beneficial ownership of our Common Stock as of April 12, 2016 held by (i) each person known to us to be the beneficial owner of more than five percent of our Common Stock; (ii) each director and director nominee; (iii) each executive officer; and (iv) all directors, director nominees and executive officers as a group.

Beneficial ownership is determined in accordance with the rules of the SEC, and generally includes voting power and/or investment power with respect to the securities held. Shares of Common Stock subject to options and warrants currently exercisable or which may become exercisable within 60 days of April 12, 2016 are deemed outstanding and beneficially owned by the person holding such options or warrants for purposes of computing the number of shares and percentage beneficially owned by such person, but are not deemed outstanding for purposes of computing the percentage beneficially owned by any other person. Except as indicated in the footnotes to this table, the persons or entities named have sole voting and investment power with respect to all shares of our Common Stock shown as beneficially owned by them.

The following table assumes 24,999,978 shares are outstanding as of April 12, 2016, consisting of 15,876,947 shares of Common Stock and 9,123,031 Common Stock equivalents through the Exchangeable Shares. The percentages below assume the exchange by all of the holders of Exchangeable Shares of iMedical for an equal number of shares of our Common Stock in accordance with the terms of the Exchangeable Shares.. Unless otherwise indicated, the address of each beneficial holder of our Common Stock is our corporate address.

Name of Beneficial Owner	Shares of Common Stock Beneficially Owned	% of Shares of Common Stock Beneficially Owned
Waqaas Al-Siddiq	4,748,102	18.99%
Caldwell ICM Market Strategy Trust (1)(2)	1,280,683	5.12%
Ansari American Holdings (1)	1,436,280	5.75%
Isa Al-Khalifa (1)	2,172,972	8.69%
Rehan Huda (1)(3)	2,142,630	8.02%
All directors, director appointees and executive officers as a group (1 person)	4,748,102	18.99%

* Less than 1%

(1) Such shares will initially be held as Exchangeable Shares for tax purposes. The Exchangeable Shares have the following attributes, among others:

- Be, as nearly as practicable, the economic equivalent of the Common Stock as of the consummation of the Acquisition Transaction;
- Have dividend entitlements and other attributes corresponding to the Common Stock;
- Be exchangeable, at each holder's option, for Common Stock; and
- Upon the direction of our board of directors, be exchanged for Common Stock on the 10 year anniversary of the Acquisition Transaction, subject to applicable law, unless exchanged earlier upon the occurrence of certain events.

The holders of the Exchangeable Shares, through the Special Voting Preferred Stock, will have voting rights and other attributes corresponding to the Common Stock.

(2) Includes warrants to acquire 83,783 shares of our common stock. Their address is 150 King Street West, Suite 1702, P.O. Box 47, Toronto, Ontario M5H 1J9.

(3) Of such shares 837,900 are held indirectly by 1903790 Ontario Inc., of which Mr. Huda is the sole owner and director.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

As of February 2, 2016, as part of the Acquisition Transaction and the resignation of Mr. Hasan as our chief executive officer, we cancelled an aggregate of 6,500,000 shares of the Company's common stock beneficially owned by him.

On August 11, 2014, all the stockholders of Sensor Mobility, including Mr. Al-Siddiq, entered into a series of roll over agreements for the sale of their shares to iMedical. Pursuant to these agreements, all the stockholders of Sensor Mobility received twice the number of shares of iMedical in exchange for their shares in Sensor Mobility. Accordingly, iMedical issued 11,829,500 shares in exchange for 5,914,750 shares of Sensor Mobility, which were subsequently cancelled, effective November 21, 2014. As a result, the former stockholders of Sensor Mobility, including Mr. Al-Siddiq, became the majority stockholders of iMedical. Mr. Al-Siddiq was also the Chief Technology Officer of Sensor Mobility from July 2010 through July 2014.

In May 2015, iMedical repurchased 1,100,000 of its outstanding common shares at a price per share of CDN$0.0001 from 2427304 Ontario Inc., which is beneficially owned by Geoffrey Smith, a former board member. These shares were cancelled upon their repurchase.

Director Independence

We use the definition of "independence" of The NASDAQ Stock Market to make this determination. NASDAQ Listing Rule 5605(a)(2) provides that an "independent director" is a person other than an officer or employee of the company or any other individual having a relationship, which, in the opinion of the Company's Board, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. The NASDAQ listing rules provide that a director cannot be considered independent if:

- The director is, or at any time during the past three years was, an employee of the company;
- The director or a family member of the director accepted any compensation from the company in excess of $120,000 during any period of 12 consecutive months within the three years preceding the independence determination (subject to certain exclusions, including, among other things, compensation for board or board committee service);
- A family member of the director is, or at any time during the past three years was, an executive officer of the company;
- The director or a family member of the director is a partner in, controlling stockholder of, or an executive officer of an entity to which the company made, or from which the company received, payments in the current or any of the past three fiscal years that exceed 5% of the recipient's consolidated gross revenue for that year or $200,000, whichever is greater (subject to certain exclusions);
- The director or a family member of the director is employed as an executive officer of an entity where, at any time during the past three years, any of the executive officers of the company served on the compensation committee of such other entity; or
- The director or a family member of the director is a current partner of the company's outside auditor, or at any time during the past three years was a partner or employee of the company's outside auditor, and who worked on the company's audit.

Under such definitions, we do not have any independent directors.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The following table presents the fees for professional audit services for the transition period ended December 31, 2015 and the fiscal years ended August 31, 2015 and 2014 and the fees billed for other services rendered during those periods.

Fee Category	Transition Period Fees	2015 Fees	2014 Fees
Audit Fees	$ 4,000	$ 12,000 (1)	-
Audit-Related Fees	-	-	-
Tax Fees	-	-	-
All Other Fees	-	-	-
Total Fees	$ 4,000	$ 12,000	-

(1)

Audit fees consist of audit and review services, consents and review of documents filed with the SEC. For fiscal year ended August 31, 2015 and August 31, 2014, $10,000 and none were included in deferred offering costs, which was offset against additional paid in capital upon completion of the offering, respectively.

Pre-Approval Policies and Procedures

In its capacity, the Board pre-approves all audit (including audit-related) and permitted non-audit services to be performed by the independent auditors. The Board will annually approve the scope and fee estimates for the year-end audit to be performed by the Company's independent auditors for the fiscal year. With respect to other permitted services, the Board pre-approves specific engagements, projects and categories of services on a fiscal year basis, subject to individual project and annual maximums. To date, the Company has not engaged its auditors to perform any non-audit related services.

PART IV

Item 15. Exhibits, Financial Statement Schedules

Exhibit	Description
3.1	Amended and Restated Articles of Incorporation (filed as Exhibit 3(i) to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2016 and incorporated herein by reference).
3.2	Amended and Restated By-Laws (filed as Exhibit 3(ii) to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2016 and incorporated herein by reference).
4.1	Certificate of Designation of Preferences, Rights and Limitations of Special Voting Preferred Stock of Biotricity Inc. (filed as Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2016 and incorporated herein by reference).
4.2	Exchangeable Share provisions with respect to the special rights and restrictions attached to Exchangeable Shares (filed as Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2016 and incorporated herein by reference).
4.3	Form of Secured Convertible Debenture due September 21, 2017 (filed as Exhibit 4.3 to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2016 and incorporated herein by reference).
4.4	Form of Warrant (filed as Exhibit 4.4 to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2016 and incorporated herein by reference).
4.5	Form of Convertible Promissory Note
4.6	Form of Warrant
10.1	Exchange Agreement, dated February 2, 2016, among Biotricity Inc., Biotricity Callco Inc., Biotricity Exchangeco Inc., iMedical Innovation Inc. and the Shareholders of iMedical Innovations Inc. (filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2016 and incorporated herein by reference).
10.2	Assignment and Assumption Agreement, dated as of February 2, 2016, by and between Biotricity Inc. and W270 SA (filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2016 and incorporated herein by reference).
10.3	Voting and Exchange Trust Agreement, as of February 2, 2016, among Biotricity Inc., Biotricity Callco Inc., Biotricity Exchangeco Inc. and Computershare filed as Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2016 and incorporated herein by reference).
10..4	Support Agreement, made as of February 2, 2016, among Biotricity Inc., Biotricity Callco Inc. and Biotricity Exchangeco Inc. (filed as Exhibit 10.4 to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2016 and incorporated herein by reference).
10.5*	2016 Equity Incentive Plan filed as Exhibit 10.5 to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2016 and incorporated herein by reference).
10.6	Exclusivity & Royalty Agreement, dated as of September 15, 2014, by and between iMedical Innovation Inc. and CardioComm Solutions, Inc. (filed as Exhibit 10.6 to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2016 and incorporated herein by reference).
10.7*	Employment Agreement dated April 12, 2016 with Waqaas Al-Siddiq
10.8	Form of Subscription Agreement for convertible promissory notes and warrants
14.1	Code of Business Conduct and Ethics
21.1	List of Subsidiaries
23.1	Consent of Auditors

31..1	Section 302 Certification of Principal Executive Officer
31.2	Section 302 Certification of Principal Financial and Accounting Officer
32.1	Section 906 Certification of Principal Executive Officer
32.2	Section 906 Certification of Principal Financial and Accounting Officer
99.1	Audited Financial Statements of iMedical Innovations Inc. for the fiscal years ended December 31, 2015 and 2014.
101	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document Accounting Officer
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

* Management contract or compensatory plan or arrangement.

BIOTRICITY INC.
Consolidated Financial Statements
DECEMBER 31, 2015

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Biotricity Inc. (formerly Metasolutions Inc.)

We have audited the accompanying balance sheet of Biotricity Inc. (formerly Metasolutions Inc.). [the "Company"] as of December 31, 2015, and the related statements of operations and comprehensive loss, stockholders' deficiency, and cash flows for the four months ended December 31, 2015. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audit. The financial statements of the Company for the year ended August 31, 2015 were audited by other auditors, whose report, dated November 30, 2015, expressed an unqualified opinion on those financial statements and also included an explanatory paragraph that raised substantial doubt about the Biotricity Inc.'s ability to continue as a going concern.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting.. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015, and the results of its operations and its cash flows for the four months ended December 31, 2015, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the financial statements, the Company has incurred recurring losses from operations and has an accumulated deficit that raise substantial doubt about its ability to continue as a going concern. Management's plans regarding these matters are also described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ *SRCO Professional Corporation*

CHARTERED PROFESSIONAL ACCOUNTANTS
Authorized to practise public accounting by the
Chartered Professional Accountants of Ontario

Richmond Hill, Ontario, Canada
April 12, 2016

PLS CPA, A PROFESSIONAL CORP.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders
MetaSolutions, Inc.

We have audited the accompanying balance sheets of MetaSolutions, Inc. (A Development Stage "Company") as of August 31, 2015 and 2014, and the related statements of operations, changes in shareholders' equity (deficit) and cash flows for the year ended August 31, 2015 and 2014 and the period from August 29, 2012 (inception) to August 31, 2015. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statements presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of MetaSolutions, Inc. as of August 31, 2015 and 2014, and the result of its operations and its cash flows for the years ended August 31, 2015 and 2014 and period from August 29, 2012 (inception) to August 31, 2015 in conformity with U.S. generally accepted accounting principles.

The financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the financial statements, the Company's losses from operations raise substantial doubt about its ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ PLS CPA

PLS CPA, A Professional Corp.

November 30, 2015
San Diego, CA. 92111

Biotricity, Inc.
(formerly MetaSolutions, Inc.)
Balance Sheets

	December 31, 2015	August 31, 2015
ASSETS		
CURRENT ASSETS:		
Cash	$ 114	$ 4,410
Prepaid expense and other	8,558	14,338
Total Current Assets	8,672	18,748
OTHER ASSETS:		
Deferred offering expense	-	-
Intangible asset, net	-	-
Total Other Assets	-	-
TOTAL ASSETS	$ 8,672	$ 18,748
LIABILITIES AND STOCKHOLDERS' DEFICIENCY		
CURRENT LIABILITIES:		
Accounts payable	$ 50,000	$ 180,650
Accrued compensation and other	6,500	48,000
Loans – unrelated parties	-	33,672
TOTAL LIABILITIES	56,500	262,322
STOCKHOLDERS' DEFICIENCY:		
Preferred stock, $0.001 par value; 1,000,000 shares authorized; none issued or outstanding	-	-
Common stock, $0.001 par value; 100,000,000 shares authorized; 9,000,000 shares issued and outstanding at December 31, 2015 and August 31, 2015, respectively	9,000	9,000
Additional paid in capital	13,300	13,300
Accumulated deficit	(70,128)	(265,874)
TOTAL STOCKHOLDERS' DEFICIENCY	(47,828)	(243,574)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIENCY	$ 8,672	$ 18,748

See notes to the financial statements.

Biotricity, Inc.
(formerly MetaSolutions, Inc.)
Statements of Operations and Comprehensive Loss

	For the four months ended December 31, 2015	For the year ended August 31, 2015
Service revenue	$ -	$ -
Expenses:		
Officer compensation	4,500	18,000
Audit and accounting expense	10,000	3,587
Software development costs	6,800	23,200
Consulting services	15,550	34,500
Travel/business development	1,231	10,311
Public company expense	19,767	810
Other expense	187	405
	58,035	90,813
Other income - debt forgiveness	254,031	-
	254,031	-
Income/(loss) before provision for income tax	195,996	(90,813)
Provision for minimum state franchise tax	250	-
Net income/(loss)	$ 195,746	$ (90,813)
Basic and diluted income/(loss) per share	$ 0.02	$ (0.02)
Weighted average common shares outstanding - basic and diluted	9,000,000	5,313,699

See notes to the financial statements.

Biotricity, Inc.
(formerly MetaSolutions, Inc.)
Statement of Stockholders' Deficiency

	Common Stock	Common Stock Amount	Additional Paid-in-capital	Retained Deficit	Total
Balance - August 31, 2014	4,500,000	$ 4,500	$ -	$ (175,061)	$ (170,561)
Issuance of common stock – registered offering $0.01 per share	4,500,000	4,500	40,500	-	45,000
Deferred offering costs recognized offset to additional paid in capital	-	-	(27,200)	-	(27,200)
Net loss for the year ended August 31, 2015	-	-	-	(90,813)	(90,813)
Balance - August 31, 2015	9,000,000	9,000	13,300	(265,874)	(243,574)
Net income for the four months ended December 31, 2015	-	-	-	195,746	195,746
Balance - August 31, 2015	9,000,000	$ 9,000	$ 13,300	$ (70,128)	$ (47,828)

See notes to the financial statements.

Biotricity, Inc.
(formerly MetaSolutions, Inc.)
Statements of Cash Flows

	For the four months ended December 31, 2015	For the year ended August 31, 2015
CASH FLOW FROM OPERATING ACTIVITIES:		
Net income/(loss)	$ 195,746	$ (90,813)
Adjustments to reconcile net income/(loss) to cash (used in) operating activities:		
Debt forgiveness	(254,031)	-
Change in prepaid expenses and other	5,780	(14,338)
Change in accounts payable	17,852	60,200
Change in accrued compensation and other	11,000	18,000
Net Cash (Used in) Operating Activities	(23,653)	(26,951)
CASH FLOW FROM INVESTING ACTIVITIES	-	-
CASH FLOW FROM FINANCING ACTIVITIES:		
Proceeds from sale of common stock	-	45,000
Deferred offering costs paid in cash	-	(27,200)
Loans from unrelated parties	20,357	30,061
Payment of loans to unrelated parties	(1,000)	(16,500)
Net Cash Provided by Financing Activities	19,357	31,361
CHANGE IN CASH	(4,296)	4,410
CASH AT BEGINNING OF PERIOD	4,410	-
CASH AT END OF PERIOD	$ 114	$ 4,410
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for:		
Interest	$ -	$ -
Income taxes	$ -	$ -
Non-cash investing and financing activities:		
Stock issued for intangible asset	$ -	$ -

See notes to the financial statements.

Biotricity, Inc.
(formerly MetaSolutions, Inc.)
Notes to the Financial Statements
December 31, 2015

NOTE 1 – ORGANIZATION

Biotricity, Inc. (formerly MetaSolutions, Inc.) (the “Company”) was incorporated under the laws of the State of Nevada on August 29, 2012. The Company issued 3,500,000 shares of common stock to its founder at inception in exchange for organizational costs. Following its formation, the Company issued 1,000,000 shares of common stock to its founder, as consideration for the purchase of a business plan along with developmental code and software. The founder paid approximately $1,000 for the business plan, software and development code. The acquisition was valued at $1,000.

On December 29, 2015, the Company’s founder and sole executive officer and director, and the owner of 4,500,000 shares of the Company’s common stock representing 50% of the Company’s issued and outstanding common stock, consummated a Securities Purchase Agreement (“SPA”) pursuant to which he sold such shares to an unrelated third party for aggregate consideration of $265,100, or approximately $.0589 per share. The third party further purchased 2,015,000 shares of the Company’s common stock in a series of private transactions for $0.02 a share from non-affiliates of the Company (the “Non-Affiliate Shares”). Upon completion of the purchase of such shares, the third party owned 6,515,000 shares, or approximately 72.4% of the issued and outstanding common stock of the Company.

On February 2, 2016, the Company entered into an exchange agreement with 1061806 BC LTD. (“Callco”), a British Columbia corporation and wholly owned subsidiary (incorporated on February 2, 2016), 1062024 B.C. LTD., a company existing under the laws of the Province of British Columbia (“Exchangeco”), iMedical Innovation Inc., a company existing under the laws of Canada (“iMedical”), and the former shareholders of iMedical (the “Exchange Agreement”), whereby Exchangeco acquired 100% of the outstanding common shares of iMedical, taking into account certain shares pursuant to the Exchange Agreement. After giving effect to this transaction, the Company acquired all of iMedical’s assets and liabilities and commenced operations through iMedical.

The Company is engaged in research and development activities within the remote monitoring segment of preventative care. The Company is focused on a realizable healthcare business model that has an existing market and commercialization pathway. As such, its efforts to date have been devoted in building technology that enables access to this market through the development of a tangible product.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a. Basis of Accounting and Presentation

The Company’s financial statements are prepared using the accrual method of accounting. The financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP) and are expressed in United States Dollars (“USD”). The Company elected an August 31, year-end. The Company, and its board of directors, on February 2, 2016 approved a change in its year-end to December 31 (see Note 10 – Subsequent Events).

b. Cash Equivalents

For purposes of the balance sheet and statement of cash flows, the Company considers all highly liquid instruments with maturity of three months or less at the time of issuance to be cash equivalents.

c. Stock-based Compensation

The Company follows ASC 718-10, *Stock Compensation*, which addresses the accounting for transactions in which an entity exchanges its equity instruments for goods or services, with a primary focus on transactions in which an entity obtains employee services in share-based payment transactions.. ASC 718-10 requires measurement of the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award (with limited exceptions). Incremental compensation costs arising from subsequent modifications of awards after the grant date must be recognized. The Company has not adopted a stock option plan and has not granted any stock options.

d. Use of Estimates and Assumptions

Preparation of the financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Areas involving significant estimates and assumptions include: deferred tax assets and related valuation allowance and accruals. Accordingly, actual results could differ from those estimates.

e. Earnings (Loss) per Share

The basic earnings (loss) per share is calculated by dividing the Company's net income available to common shareholders by the weighted average number of common shares during the period. The diluted earnings (loss) per share is calculated by dividing the Company's net income (loss) available to common shareholders by the diluted weighted average number of shares outstanding during the period. The diluted weighted average number of shares outstanding is the basic weighted number of shares adjusted for any potentially dilutive debt or equity. Diluted earnings (loss) per share are the same as basic earnings (loss) per share due to the lack of dilutive items in the Company.

f. Income Taxes

Income taxes are provided in accordance with ASC 740, *Income Taxes*. A deferred tax asset or liability is recorded for all temporary differences between financial and tax reporting and net operating loss carry forwards. Deferred tax expense (benefit) results from the net change during the year of deferred tax assets and liabilities.

Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

No provision was made for Federal income tax. The Company recorded minimum franchise tax due to the State of New York, that amount is $250.

g. Advertising

Advertising will be expensed in the period in which it is incurred. There has been no advertising expense in the reporting period presented.

h. Related Software Costs

Certain direct purchase and related development costs associated with software are capitalized and include external direct costs for services and payroll costs. These costs include employees devoting time to the software projects principally related to software coding, designing system interfaces and installation and testing of the software. These costs will be recorded as property and equipment and will be amortized over a period of three to five years beginning when the asset is substantially ready for use. Costs incurred during the development stage, as well as maintenance, code development and training costs are expensed as incurred.

i.
Intangible Assets

Intangible assets with finite lives are amortized over their estimated useful life. The Company monitors conditions related to these assets to determine whether events and circumstances warrant a revision to the remaining amortization period. The Company tests its intangible assets with finite lives for potential impairment whenever management concludes events or changes in circumstances indicate that the carrying amount may not be recoverable.. The original estimate of an asset's useful life and the impact of an event or circumstance on either an asset's useful life or carrying value involve significant judgment.

For the period August 29, 2012 (inception) through August 31, 2012 we recognized $1,000 in amortization expense.. The Company's proprietary business plan and modeling program was placed in service on August 29, 2012. The Company amortized these costs during the period ended August 31, 2012.

j. Fair Value of Financial Instruments

ASC 820 defines fair value, establishes a framework for measuring fair value and expands required disclosure about fair value measurements of assets and liabilities.. ASC 820-10 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820-10 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

- Level 1 – Valuation based on quoted market prices in active markets for identical assets or liabilities.
- Level 2 – Valuation based on quoted market prices for similar assets and liabilities in active markets.
- Level 3 – Valuation based on unobservable inputs that are supported by little or no market activity, therefore requiring management's best estimate of what market participants would use as fair value.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the asset or liability.

Fair value estimates discussed herein are based upon certain market assumptions and pertinent information available to management. The respective carrying value of certain on-balance-sheet financial instruments approximated their fair values due to the short-term nature of these instruments or interest rates that are comparable to market rates. These financial instruments include cash and accounts payable. The Company's bank accounts are maintained with financial institutions of reputable credit, therefore, bear minimal credit risk and are carried at amortized costs which approximates the fair value.

k. Recently Issued Accounting Pronouncements

In June 2014, the FASB issued Accounting Standards Update ASU 2014-10, "Development Stage Entities". The amendments in this update remove the definition of a development stage entity from the Master Glossary of the ASC thereby removing the financial reporting distinction between development stage entities and other reporting entities from U.S. GAAP. In addition, the amendments eliminate the requirements for development stage entities to (1) present inception-to-date information in the statements of income, cash flows, and shareholder equity, (2) label the financial statements as those of a development stage entity, (3) disclose a description of the development stage activities in which the entity is engaged, and (4) disclose in the first year in which the entity is no longer a development stage entity that in prior years it had' been in the development stage. The Company adopted this amendment beginning from September 1, 2015. The amendments in this update were applied retrospectively.

In May 2014, an accounting pronouncement was issued by the FASB to clarify existing guidance on revenue recognition. This guidance includes the required steps to achieve the core principle that a company should recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This pronouncement is effective for fiscal years and interim periods beginning after December 15, 2017, with early adoption permitted. The guidance permits the use of one of two retrospective transition methods. The Company has not yet selected a transition method nor have determined the effect that the adoption of the pronouncement may have on its financial position and/or results of operations.

On January 1, 2015, the Company adopted the accounting pronouncement issued by the FASB updating existing guidance on discontinued operations. This guidance raises the threshold for a disposal to qualify as a discontinued operation and requires new disclosures of both discontinued operations and certain other disposals that do not meet the definition of a discontinued operation. This pronouncement is aimed at reducing the frequency of disposals reported as discontinued operations by focusing on strategic shifts that have or will have a major effect on an entity's operations and financial results. The Company will consider this guidance in conjunction with future disposals, if any.

In April 2015, an accounting pronouncement was issued by the FASB to update the guidance related to the presentation of debt issuance costs. This guidance requires debt issuance costs, related to a recognized debt liability, be presented in the balance sheet as a direct deduction from the carrying amount of the related debt liability rather than being presented as an asset. This pronouncement is effective retrospectively for fiscal years beginning after December 15, 2015, with early adoption permitted. The Company intends to adopt this pronouncement on January 1, 2016, and the adoption will not have a material impact on its financial position and/or results of operations.

In September 2015, an accounting pronouncement was issued by the FASB which eliminates the requirement that an acquirer in a business combination account for measurement-period adjustments retrospectively. Instead, an acquirer will recognize a measurement-period adjustment during the period in which it determines the amount of the adjustment. This pronouncement is effective for fiscal years beginning after December 15, 2015, with early adoption permitted. The Company intends to adopt this pronouncement on January 1, 2016, and the adoption will not have a material impact on its financial position and/or results of operations.

In November 2015, an accounting pronouncement was issued by the FASB to simplify the presentation of deferred income taxes within the balance sheet. This pronouncement eliminates the requirement that deferred tax assets and liabilities are presented as current or noncurrent based on the nature of the underlying assets and liabilities. Instead, the pronouncement requires all deferred tax assets and liabilities, including valuation allowances, be classified as noncurrent. This pronouncement is effective for fiscal years beginning after December 15, 2016, with early adoption permitted. The Company intends to adopt this pronouncement on January 1, 2017, and the adoption will not have a material impact on its financial position and/or results of operations.

NOTE 3 – GOING CONCERN

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As reflected in the accompanying financial statements, the Company had negative working capital of $47,828 and a deficit accumulated during development stage of $70,128 at December 31, 2015. As of December 31, 2015, the Company had no revenues from product or services and had no committed sources of capital or financing.

Management anticipates the Company will attain profitable status and improve its liquidity through continued business development and additional debt or equity investment in the Company. Management is pursuing various sources of financing. The Company's continued existence is dependent upon its ability to continue to execute its operating plan and to obtain additional debt or equity financing. There can be no assurance that the necessary debt or equity financing will be available, or will be available on terms acceptable to the Company, in which case the Company may be unable to meet its obligations. Should the Company be unable to realize its assets and discharge its liabilities in the normal course of business, the net realizable value of its assets may be materially less than the amounts recorded in the financial statements. The financial statements do not include any adjustments relating to the recoverability of recorded asset amounts that might be necessary should the Company be unable to continue in existence.

NOTE 4 – SHARE CAPITAL

The Company is authorized to issue 125,000,000 shares of common stock ($0.001 par value) and 10,000,000 shares of preferred stock ($0.001 par value) (see Note 10 – Subsequent Events). The Company issued 3,500,000 shares of its common stock to its incorporator (chief executive officer and president), for organization expense and services. These services and direct costs were valued at $3,500. Following its formation, the Company issued 1,000,000 shares of common stock to its incorporator, as consideration for the purchase of a development code, software and a business plan. The incorporator incurred approximately $1,000 in costs and other payments to develop this asset. The acquisition of the business plan along with developmental code and software was valued at $1,000.

The Company on June 26, 2015 completed its offering pursuant to a registration statement filed on Form S-1. The Company issued 4,500,000 shares of its common stock to 23 investors. The investors paid $0.01 per share for a combined investment of $45,000..

As part of a change of control transaction (see Note 1 – Organization) the Company's founder forgave certain outstanding debts of the Company upon the sale of his shares. This transaction occurred on or about December 29, 2015.

At December 31, 2015 and August 31, 2015 there were 9,000,000 shares of common stock issued and outstanding.

NOTE 5 – DEFERRED OFFERING EXPENSE

Deferred offering expense consisted of accounting fees, legal fees and other fees incurred through the balance sheet date related to the Company's common stock offering. Upon completion of the common stock offering, the Company offset the entire deferred offering expense against net offering proceeds of $45,000 and recorded this amount to additional paid in capital.

NOTE 6 – LOANS - UNRELATED PARTIES

As of December 31, 2015, the Company owes zero in loan proceeds from two unrelated parties. Following inception (August 29, 2012), the Company's incorporator and founder established a financial relationship with two unrelated parties. The Company secured two loans in order to fund the Company's working capital expenses. The unrelated party loans were unsecured and carried no interest rate or repayment terms. Loans amounting to $51,031 was forgiven by the unrelated party as explained in Note 8.

NOTE 7 – INCOME TAXES

As of December 31, 2015 and August 31, 2015, the Company had net operating loss carry forwards of $70,128 and $265,874, respectively. These amounts may be available to reduce future years' taxable income.

	As of December 31, 2015	As of August 31, 2015
Deferred tax assets:		
Net operating tax carry-forwards	$ 24,545	$ 93,056
Other	-	-
Gross deferred tax assets	24,545	93,056
Valuation allowance	(24,545)	(93,056)
Net deferred tax assets	$ -	$ -

Realization of deferred tax asset is dependent upon sufficient future taxable income during the period that deductible temporary differences and carry-forwards are expected to be available to reduce taxable income. As the achievement of required future taxable income is uncertain, the Company recorded a valuation allowance.

Reconciliation between statutory rate and the effective tax rate for both periods and as of December 31, 2015 and August 31, 2015:

Federal statutory rate	(35.0)	%
State taxes, net of federal benefit	(0.00)	%
Change in valuation allowance	35.0	%
Effective tax rate	0.0	%

No provision was made for Federal income tax. The Company recorded minimum franchise tax due to the State of New York, that amount is $250.

NOTE 8 – FORGIVENESS OF DEBT

As part of a change of control transaction (see Note 1 – Organization) the Company's founder negotiated and guaranteed the forgiveness of certain debts of the Company along with the sale of his shares. The Company recognized the forgiveness of debt in the amount of $254,031. This occurred simultaneous with the sale of the founder's shares on December 29, 2015.

The Company recognized a reduction in accounts payable from three vendors of $150,500, debt forgiveness from an unrelated party of $51,031 and the Company's founder forgiving $52,500 in accrued compensation. No consideration was paid for the forgiveness of any of these amounts by the Company.

NOTE 9 – RELATED PARTY TRANSACTIONS

The Company's transactions with related parties were carried out on normal commercial terms and in the course of the Company's business.

Other than those disclosed elsewhere in the financial statements, there were no other related party transactions.

NOTE 10 – SUBSEQUENT EVENTS

The Company evaluated all events that occurred after the balance sheet date of December 31, 2015 through the date these financial statements were issued. The Company determined that it has no reportable subsequent events except for the following:

The Company completed the acquisition of iMedical through an indirect subsidiary 1062024 B.C. LTD., a company existing under the laws of the Province of British Columbia, which occurred on February 2, 2016. The Company treated the acquisition as a reverse merger and recapitalization for accounting purposes, with iMedical as the acquirer for accounting purposes.

Upon closing of the acquisition of iMedical, the Company transferred all of the then-existing business, properties, assets, operations, liabilities and goodwill of the Company, to W270 SA, a Costa Rican corporation, pursuant to an Assignment and Assumption Agreement for the remaining $50,000 in accounts payable due to the vendor.

With the acquisition of iMedical, an aggregate of 6,500,000 shares of the Company's common stock were cancelled, all of which were held by the Company's then President and Chief Executive Officer. In addition, up to 750,000 shares of the Company's common stock that were outstanding prior to the iMedical acquisition are held in escrow and are subject to forfeiture in the event the Company is not able to raise $6 million within 6 months of the date of the acquisition of iMedical.

In contemplation of the acquisition of iMedical on February 2, 2016, the Company's Board of Directors changed its fiscal year from August 31 to December 31.

In contemplation of the acquisition of iMedical, the Company's Board of Directors approved the increase in authorized capital stock from 100,000,000 shares of common stock to 125,000,000 shares of common stock, with a par value of $0.001 per share, and from 1,000,000 shares of preferred stock to 10,000,000 shares of preferred stock, with a par value of $0.001 per share.. As of February 2, 2016, there were 15,876,947 shares of Common Stock issued and outstanding, of which 750,000 are held in escrow and subject to forfeiture, and 9,123,031 Exchangeable Shares issued and outstanding. Of the shares of Common Stock issued and outstanding (or that may be issued upon exchange of the Exchangeable Shares), approximately 22,500,000 of such shares are or would be restricted shares under the Securities Act. There is currently one share of the Special Voting Preferred Stock issued and outstanding held by one holder of record, which is the Trustee in accordance with the terms of the Trust Agreement.

SIGNATURES

Pursuant to the requirements of the Section 13 or 15 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on the 13th day of April 2016.

BIOTRICITY INC.

By: *\/s\/ Waqaas Al-Siddiq*
Waqaas Al-Siddiq
Chief Executive Officer and President

In accordance with the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Waqaas Al-Siddiq Waqaas Al-Siddiq	Chairman of the Board and Director (Principal Executive Officer and Principal Financial Officer)	April 13, 2016

THIS NOTE HAS 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$[___]	**Issue Date: [_____], 2016**

BIOTRICITY INC., a Nevada corporation (the "Company"), for value received, hereby promises to pay to **[_____]** or his permitted assigns or successors (the "Holder"), the principal amount of **[_____]** (US$**[___]**) (the "Principal Amount"), without demand, on the Maturity Date (as hereinafter defined), together with any accrued and unpaid interest due thereon. This Note shall bear interest at a fixed rate of 10% 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, on the Maturity Date.. Except as set forth in Section 3.1, (a) payment of all principal 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 and (b) payment of all interest due shall be in Common Stock based on the lowest average three (3) trading day VWAP for the ten (10) days preceding the Maturity Date.

This Note is a convertible promissory note referred to in that certain Subscription Agreement dated as of the date hereof (the "Subscription Agreement"), or series of like subscription agreements, among the Company and the subscriber(s) named therein, pursuant to which the Company is seeking to raise an aggregate of up to $1,000,000.

ARTICLE 1

DEFINITIONS

SECTION 1.1.
Definitions. The terms defined in this Article 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.

"Common Stock" means the common stock, common shares or equivalent equity of the Company.

"Conversion Shares" means the New Round Stock issued or issuable to the Holder upon a Conversion Date pursuant to Article 3.

"Conversion Date" shall have the meaning set forth in Section 3.1.

"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" shall mean the earlier of: (a) [____], 2017 [ONE YEAR FROM THE ISSUE DATE] or (b) the consummation of a Qualified Financing.

"New Round Stock" means, in the event of a Qualified Financing, the securities (or units of securities if more than one security are sold as a unit) issued by the Company in the Qualified Financing.

"Note" means this Convertible Note, as amended, modified or restated.

"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 in whatever form or type, that raises in excess of $3,000,000 gross proceeds.

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

"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 MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange (or any successors to any of the foregoing).

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the Common Stock is not then listed or quoted for trading on a Trading Market and if prices for the Common Stock are then reported on the OTC Markets, Inc.

(or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (c) in all other cases, the fair market value of a share of Common Stock as determined by the Board of Directors of the Company in good faith.

"Warrants" means the warrants to purchase Common Stock pursuant to Section 3.1(b), which shall be evidenced by the warrant agreement, the form of which is attached to the Subscription Agreement as Exhibit C.

ARTICLE 2

GENERAL PROVISIONS

SECTION 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.

SECTION 2.2. Prepayment; Redemption. This Note may not be prepaid by the Company in whole or in part, except with the prior written consent of the Holder. This Note may not be redeemed by the Company in whole or in part, except with the prior written consent of the Holder.

ARTICLE 3

CONVERSION OF NOTE

SECTION 3.1. Conversion.

(a) Conversion Upon Qualified Financing. Without any action on the part of the Holder, all of the outstanding principal and accrued interest (the "Outstanding Balance") shall convert into New Round Stock upon the consummation of a Qualified Financing (the "Conversion Date"), based upon the lesser of: (i) $1.60 per New Round Stock and (ii) the quotient obtained by dividing (x) the Outstanding Balance on the Conversion Date multiplied by 1.20 by (y) the actual price per New Round Stock in the Qualified Financing. Notwithstanding the foregoing, in the event the Company, prior to the Maturity Date, consummates a financing that is not a Qualified Financing (the "MFN Financing"), and the economic terms thereof, including Company valuation, are more favorable to the investors in the MFN Financing than the economic terms hereof and in the Warrants, this Note and the Warrants shall be amended to reflect such more favorable economic terms, automatically and without any further action on the part of the Holder. Any such amendments shall be made by the Company in good faith using its reasonable judgment.

(b) Upon the Maturity Date, the Holder shall further be issued Warrants exercisable into a number of shares of Common Stock equal to (i) in the case of a Maturity Date that is a Conversion Date, the number of Conversion Shares (but, in the case of units of securities, the primary equity security or the number of shares of Common Stock underlying the primary security if the primary security is not Common Stock) and (ii) in the case of a Maturity Date that is not a Conversion Date (a "Warrant Issue Date"), the number of shares of Common Stock equal to the quotient obtained by dividing the Outstanding Balance by 2.00.

(c) 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.

SECTION 3.2. Delivery of Securities Upon Conversion.

(a) As soon as is practicable after the Conversion Date, the Company shall deliver to the Holder (i) a certificate or certificates evidencing the Conversion Shares issuable to the Holder and (ii) the Warrants issuable to the Holder. As soon as is practicable after the Warrant Issue Date, the Company shall deliver to the Holder the Warrants issuable to the Holder.

(b) The issuance of certificates for Conversion Shares and Warrants upon conversion or maturity of this Note shall be made without charge to the Holder for any issuance tax in respect thereof or other cost incurred by the Company in connection with such conversion and the related issuance of securities. 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.

SECTION 3.3. 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.

ARTICLE 4

STATUS; RESTRICTIONS ON TRANSFER

SECTION 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.

SECTION 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.

ARTICLE 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:

SECTION 5.1. Payment of Note. The Company will punctually, according to the terms hereof, (a) pay or cause to be paid all amounts due under this Note, (b) reasonably promptly issue the Conversion Shares and the Warrants upon the Conversion Date and (c) reasonably promptly issue the Warrants after the Warrant Issue Date.

SECTION 5.2. Notice of Default. If any one or more events occur which constitute or which, with the giving of notice or the lapse of time or both, would constitute an Event of Default or if the Holder shall demand payment or take any other action permitted upon the occurrence of any such Event of Default, the Company will forthwith give notice to the Holder, specifying the nature and status of the Event of Default or other event or of such demand or action, as the case may be.

SECTION 5.3. Compliance with Laws. The Company will comply in all material respects with all Applicable Laws, except where the necessity of compliance therewith is contested in good faith by appropriate proceedings.

SECTION 5.4.
Use of Proceeds. The Company shall use the proceeds of this Note for general working capital.

ARTICLE 6

REMEDIES

SECTION 6.1. Events of Default. "Event of Default" wherever used herein means any one of the following events:

(a) The Company shall fail to issue and deliver the Conversion Shares or Warrants in accordance with Article 3;

(b) Default in the due and punctual payment of the principal of, or any other amount owing in respect of (including Interest), this Note when and as the same shall become due and payable;

(c) Default in the performance or observance 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 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 sixty (60) calendar days;

(e) 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;

(f) 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; or

(g) It becomes unlawful for the Company to perform or comply with its obligations under this

Note.

SECTION 6.2. Effects of Default. If an Event of Default occurs and is continuing, then and in every such case 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.

SECTION 6.3. Remedies Not Waived. 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.

ARTICLE 7

MISCELLANEOUS

SECTION 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.

SECTION 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 (i) delivered personally, (ii) sent by certified, registered or express mail, postage prepaid or (iii) sent by facsimile or other electronic transmission, and shall be deemed given when so delivered personally, sent by facsimile or other electronic transmission (confirmed in writing) or mailed. Notices shall be addressed, if to Holder, to its address as provided in the Subscription Agreement or, if to the Company, to its principal office.

SECTION 7.3. Governing Law. This Note shall be governed by, and construed in accordance with, the laws of the State of New York (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).

SECTION 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 County and 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.

SECTION 7.5. 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.

SECTION 7.6. Amendments. Any provision of this Note may be amended, modified or waived if and only if the Holder of this Note and the Company has consented in writing to such amendment, modification or waiver of any such provision of this Note.

SECTION 7.7. 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.

SECTION 7.9. Assignment; Binding Effect. This Note may not be assigned by the Company without the prior written consent of the Holder. This Note shall be binding upon and inure to the benefit of both parties hereto and their respective permitted successors and assigns.

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:

WARRANT

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.

No. [__] [DATE]

Biotricity Inc.

Common Stock Purchase Warrant

THIS CERTIFIES THAT, for value received, [_____] (the "**Purchaser**") is entitled to subscribe for and purchase from Biotricity Inc., a Nevada corporation (the "**Company**"), at any time commencing on [DATE] and expiring on [FIVE YEAR ANNIVERSARY] (the "**Warrant Exercise Term**"), the Shares at the Exercise Price (each as defined in Section 1 below).

This Warrant is issued in connection with the Company's private offering solely to accredited investors of up to $1,000,000 aggregate principal amount of Convertible Promissory Notes (the "**Notes**") and related Warrants in accordance with, and subject to, the terms and conditions described in the Subscription Agreement, dated as of even date herewith (the "**Subscription Agreement**"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to those terms in the Notes.

This Warrant is subject to the following terms and conditions:

1.
Shares.. The Purchaser has, subject to the terms set forth herein, the right to purchase, at any time during the Warrant Exercise Term, up to [___] shares (the "**Shares**") of the Company's [common stock, par value $0.001 ("**Common Stock**")], at a per share exercise price of $2.00 (the "**Exercise Price**"). The Exercise Price is subject to adjustment as provided in Section 3 hereof.

.
Exercise of Warrant.

(a)
Exercise. This Warrant may be exercised by the Purchaser at any time during the Warrant Exercise Term, in whole or in part, by delivering the notice of exercise attached as Exhibit A hereto (the "**Notice of Exercise**"), duly executed by the Purchaser to the Company at its principal office, or at such other office as the Company may designate, accompanied by payment, in cash or by wire transfer of immediately available funds or by check payable to the order of the Company, or via cashless exercise (if permitted) 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.

(b)
Cashless Exercise. In addition to the provisions of Section 2(a) above, in the event the Shares are not subject to an effective resale registration statement on or prior to the one year anniversary of the date hereof (subject to customary exclusions including if such registration statement is outdated or defective), the Purchaser may, in its sole discretion, exercise all or any part of this Warrant in a "cashless" or "net-issue" exercise (a "**Cashless Exercise**") by delivering to the Company (1) the Notice of Exercise and (2) the original Warrant, pursuant to which the Purchaser shall surrender the right to receive upon exercise of this Warrant the full number of Warrant Shares set forth in Section 1 hereof and instead, without cash payment, shall receive a number of Warrant Shares calculated by using the following formula:

$$X = \frac{Y(A - B)}{A}$$

with:
X =
the number of Warrant Shares to be issued to the Purchaser

Y =
the number of Warrant Shares with respect to which the Warrant is being exercised

A =
the fair value per share of Common Stock on the date of exercise of this Warrant

B =
the then-current Exercise Price of the Warrant

Solely for the purposes of this paragraph 2(b), "fair value" per share of Common Stock shall mean (A) the average of the closing sales prices, as quoted on the primary national or regional stock exchange on which the Common Stock is listed, or, if not listed, on the Nasdaq Market if quoted thereon, or, if not listed or quoted, the OTC Bulletin Board (or any tier of the OTC Markets) if quoted thereon, on the twenty (20) consecutive Trading Days (as defined below) immediately preceding the date on which the Notice of Exercise is deemed to have been sent to the Company, or (B) if the Common Stock is not publicly traded as set forth above, as reasonably and in good faith determined by the Board of Directors of the Company as of the date which the Notice of Exercise is deemed to have been sent to the Company.

For purposes of Rule 144 promulgated under the Securities Act, it is intended, understood and acknowledged that the Warrant Shares issued in a cashless exercise transaction shall be deemed to have been acquired by the Purchaser, and the holding period for such shares shall be deemed to have commenced, on the date this Warrant was originally issued.

(c)
Issuance of Certificates. As soon as practicable after the exercise of this Warrant, in whole or in part, in accordance with Section 2(a) or 2(b) hereof, the Company, at its expense, shall cause to be issued in the name of and delivered to the Purchaser (i) a certificate or certificates for the number of validly issued, fully paid and non-assessable Shares to which the Purchaser shall be entitled upon such exercise and, if applicable, (ii) a new warrant of like tenor to purchase all of the Shares that may be purchased pursuant to the portion, if any, of this Warrant not exercised by the Purchaser. The Purchaser shall for all purposes hereof be deemed to have become the Purchaser of record of such Shares on the date on which the Notice of Exercise and payment of the Purchase Price in accordance with Section 2(a) or 2(b) hereof were delivered and made, respectively, irrespective of the date of delivery of such certificate or certificates, except that if the date of such delivery, notice and payment is a date when the stock transfer books of the Company are closed, such person shall be deemed to have become

the holder of record of such Shares at the close of business on the next succeeding date on which the stock transfer books are open. Warrant Shares purchased hereunder shall be transmitted by the transfer agent to the Holder by crediting the account of the Holder's prime broker with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("**DWAC**") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144, and otherwise by physical delivery to the address specified by the Holder in the Notice of Exercise by the date that is three (3) trading days after the latest of (A) the delivery to the Company of the Notice of Exercise and (B) surrender of this Warrant (if required).

(d)
Taxes. The issuance of the Shares upon the exercise of this Warrant, and the delivery of certificates or other instruments representing such Shares, shall be made without charge to the Purchaser for any tax or other charge of whatever nature in respect of such issuance and the Company shall bear any such taxes in respect of such issuance.

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 there shall be (i) a reorganization or recapitalization (other than a combination, reclassification, exchange or subdivision of shares otherwise provided for herein), (ii) a merger or consolidation of the Company with or into another corporation or other entity in which the Company shall not be the surviving entity, in which the Company shall be the surviving entity but the shares of the Company's capital stock outstanding immediately prior to the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise, or (iii) a sale or transfer of the Company's properties and assets as, or substantially as, an entirety to any other corporation or other entity in one transaction or a series of related transactions, then, as a part of such reorganization, recapitalization, merger, consolidation, sale or transfer, unless otherwise directed by the Purchaser, all necessary or appropriate lawful provisions shall be made so that the Purchaser shall thereafter be entitled to receive upon exercise of this Warrant, during the period specified herein and upon payment of the Exercise Price then in effect, the greatest number of shares of capital stock or other securities or property that a holder of the Shares deliverable upon exercise of this Warrant would have been entitled to receive in such reorganization, recapitalization, merger, consolidation, sale or transfer if this Warrant had been exercised immediately prior to such reorganization, recapitalization, merger, consolidation, sale or transfer, all subject to further adjustment as provided in this Section 3. If the per share consideration payable to the Purchaser for Shares in connection with any such transaction is in a form other than cash or marketable securities, then the value of such consideration shall be determined in good faith by the Company's Board of Directors (the "**Board of Directors**"). The foregoing provisions of this paragraph shall similarly apply to successive reorganizations, recapitalizations, mergers, consolidations, sales and transfers and to the capital stock or securities of any other corporation that are at the time receivable upon the exercise of this Warrant. In all events, appropriate adjustment shall be made in the application of the provisions of this Warrant with respect to the rights and interests of the Purchaser after the transaction, to the end that the provisions of this Warrant shall be applicable after that event, as near as reasonably may be, in relation to any shares or other property deliverable or issuable after such reorganization, recapitalization, merger, consolidation, sale or transfer upon exercise of this Warrant.

(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 hold on the date of such exercise had it been the holder of record of the class of security receivable upon exercise of this Warrant on the date hereof and had thereafter, during the period from the date hereof to and including the date of such exercise, retained such shares and/or all other additional stock available to it as aforesaid during said period, giving effect to all adjustments called for during such period by the provisions of this Section 3..

(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 Purchaser at the address of such Purchaser 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.

4.
Notices. All notices, requests, consents and other communications required or permitted under this Warrant shall be in writing and shall be deemed delivered (i) three business days after being sent by registered or certified mail, return receipt requested, postage prepaid or (ii) one business day after being sent via a reputable nationwide overnight courier service guaranteeing next business day delivery or (iii) on the business day of delivery if send by facsimile transmission, in each case to the intended recipient as set forth below:

If to the Company to:

Biotricity Inc.
75 International Blvd.
Suite 300
Toronto, ON, Canada M9W 6L9
Attention: Waqaas Al-Siddiq
Facsimile:

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

Ruskin Moscou Faltischek, P.C.
East Tower, 15th Floor
1425 RXR Plaza
Uniondale, New York 11556
Attention: Stephen E. Fox, Esq.
Facsimile: (516) 663-6780

If to the Purchaser at its address as furnished in the Subscription Agreement.

Either party may give any notice, request, consent or other communication under this Warrant using any other means (including personal delivery, messenger service, facsimile transmission, first class mail or electronic mail), 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 4.

5.
Legends. Each certificate evidencing the Shares issued upon exercise of this Warrant 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.

6.
Fractional Shares. No fractional Shares will be issued in connection with any exercise hereunder. Instead, the Company shall round up or down, as nearly as practicable to the nearest whole Share, the number of Shares to be issued.

7.
Rights of Stockholders. Except as expressly provided in Section 3(c) hereof, the Purchaser, 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 Purchaser, 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.

8.
Miscellaneous.

()
This Warrant and disputes arising hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed wholly within such State, without regard to its conflict of law rules.

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

()
The covenants of the respective parties contained herein shall survive the execution and delivery of this Warrant.

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

()
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.

()
The Company shall not, by amendment of its Certificate 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 Purchaser contained herein against impairment..

()
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 Purchaser, in lieu thereof, a new Warrant of like date and tenor.

()
This Warrant and any provision hereof may be amended, waived or terminated only by an instrument in writing signed by the Company and the Purchaser.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Warrant to be signed as of the date set forth above.

Biotricity Inc.

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

Purchaser:

By:
Name:

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "**Agreement**") is dated as of the date contained in the signature page hereto (the "**Closing Date**"), by and between **BIOTRICITY INC.**, a Nevada corporation (the "**Company**"), and the subscriber identified on the signature page hereto (the "**Subscriber**").

RECITALS

WHEREAS, the Company seeks to sell a maximum of $1,000,000 in Convertible Promissory Notes in the form annexed hereto as Exhibit B (the "**Note**" and collectively referred to as the "**Notes**") and, subject to Section 1.01 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 (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**"); and

WHEREAS, the Subscriber wishes to purchase a Note with the principal amount as set forth on the Signature Page to this Agreement;

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 Subscriber hereby agree as follows:

ARTICLE I
PURCHASE OF CONVERTIBLE PROMISSORY NOTES

1.01
Subscription. The Subscriber hereby subscribes (the "**Subscription**") to purchase a Note in the amount set forth on the signature page hereto (the "**Subscription Amount**") and the Warrant. This Subscription shall become effective when it has been duly executed by the Subscriber and this Agreement has been accepted and agreed to by the Company. The Subscriber acknowledges and understands that the Company will not have any obligation to issue the Warrants to the Subscriber until the earlier of (a) the Company having successfully consummated a Qualified Financing (as defined in the Note) and (b) the one (1) year anniversary of the date hereof.

1.02
Payment For Subscription. The 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).

1.03
Terms and Conditions. The Company shall have the right to accept or reject the Subscription, in whole or in part, for any reason whatsoever, including, but not limited to, the belief of the Company that the 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. A closing may occur once a Subscription is received by the Company and additional closings under the Offering may take place from time to time as subscriptions are received by the Company.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

2.01
Representations and Warranties by the Company. The Company represents and warrants to the Subscriber that:

(a)
Authorization. The Company has all corporate right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. All corporate action on the part of the Company, its directors and stockholders necessary for the: (i) authorization execution, delivery and performance of this Agreement by the Company; (ii) authorization, sale, issuance and delivery of the Notes and Warrants contemplated hereby and the performance of the Company's obligations hereunder; and (iii) authorization, issuance and delivery of the securities issuable upon conversion of the Notes or exercise of the Warrants, has been taken. The securities issuable upon conversion of the Notes and exercise of the 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 has been duly and validly authorized, executed and delivered by the parties hereto and thereto other than the Company, this Agreement is duly authorized, executed and delivered by the Company 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 and the Note 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 Note or exercise of the 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. The Company knows of no pending or threatened legal or governmental proceedings against the Company 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 agreements related to the transactions contemplated hereby 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.

(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 (a) those resulting from taxes which have not yet become delinquent; (b) 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 (c) 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)
Investment Company. The Company is not 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 Securities and Exchange Commission thereunder.

(h)
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 Notes being offered hereby.

(i)
Blue Sky. The Company agrees to file a Form D with respect to the sale of the Notes under Regulation D of the rules and regulations promulgated under the Securities Act. The Company shall, on or before the Closing Date, take such action as the Company shall reasonably determine is necessary to qualify the Notes 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)

(j)
No Integration. Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf, has directly or indirectly made any offers or sales in any security or solicited any offers to buy any security under circumstances that would require registration under the Securities Act of the issuance of the Notes, the Warrants or securities issuable upon conversion of the Note or exercise of the Warrants to the Subscriber. The issuance of the Notes, the Warrants and securities issuable upon conversion of the Note or exercise of the Warrants to the Subscriber will not be integrated with any other issuance of the Company's securities (past, current or future) such that the offering of the Notes or the Warrants would require registration under the Securities Act or would require shareholder approval..

(k)
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.

(l)
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. 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 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).

2.02
Survival of Representations and Warranties. The representations and warranties of the Company shall survive the closing and shall be fully enforceable at law or in equity against the Company and the Company's successors and assigns.

2.03
Disclaimer. It is specifically understood and agreed by the 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.

2.04
Representations and Warranties by the Subscriber. The Subscriber represents and warrants to the Company that:

(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, distributes 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 the this Agreement or otherwise provided.

(c)
The Subscriber is an Accredited Investor, within the meaning of Securities and Exchange Commission ("**SEC**") Rule 501 of Regulation D, 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 broker in connection with the purchase of the Notes and agrees to indemnify and hold the Company and its officers and directors harmless from any claims for brokerage or fees in connection with the transactions contemplated herein.

(e)
The Subscriber is not relying on the Company or any of its management, officers or employees 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 the 1934 Securities and Exchange Act, as amended (the "**Exchange Act**"), and that no market will 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, 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.

(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 understands that the Company has made available to the Subscriber and the Subscriber's accountants, attorneys and other advisors full and complete information concerning the financial structure of the Company, and any and all data requested by the Subscriber as a basis for estimating the potential profits and losses of the Company and the Subscriber acknowledges that the Subscriber has either reviewed such information or has waived review of such information.

(j)
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 Securities and Exchange Commission.

(k)
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.

(l)
The Subscriber acknowledges and agrees that the Company intends, in the future, to raise additional funds to expand its business which may include, without limitation, the need to: fund more rapid expansion; fund additional marketing expenditures; enhance its operating infrastructure; hire

additional personnel; respond to competitive pressures; or acquire complementary businesses or necessary technologies.

(m)
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.

(n)
The Subscriber understands the various risks of an investment in the Company, and has carefully reviewed the various risk factors described in Exhibit D attached hereto.

ARTICLE III
MISCELLANEOUS

3.01
Indemnification.

(a)
The Subscriber will, severally and not jointly with any other Subscribers indemnify and hold harmless the Company and its 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): (a) 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 (b) arise out of or are based upon any breach by the Subscriber of any 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 exceed the amount of the Note that the Subscriber purchases pursuant to this Agreement.

(b)
The Company will indemnify and hold harmless each Subscriber and its 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) arise out of or are based upon 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 such registration; and will reimburse such Subscriber, 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 any such controlling person to the Company.

3.02
Addresses and Notices. All notices, demands, consents, requests, instructions and other communications to be given or delivered or permitted under or by reason of the provisions of this Agreement or in connection with the transactions contemplated hereby shall be in writing and shall be deemed to be delivered and received by the intended recipient as follows: (i) if personally delivered, on the business day of such delivery (as evidenced by the receipt of the personal delivery service), (ii) if mailed certified or registered mail return receipt requested, two (2) business days after being mailed, or (iii) if delivered by overnight courier (with all charges having been prepaid), on the business day of such delivery (as evidenced by the receipt of the overnight courier service of recognized standing). If any notice, demand, consent, request, instruction or other communication cannot be delivered because of a changed address of which no notice was given (in accordance with this Section 3.02, or the refusal to accept same, the notice, demand, consent, request, instruction or other communication shall be deemed received on the second business day the notice is sent (as evidenced by a sworn affidavit of the sender). All such notices, demands, consents, requests, instructions and other communications will be sent to the following addresses or facsimile numbers as applicable:

If to the Company to:	Biotricity Inc. 75 International Blvd. Suite 300 Toronto, Ontario M9W 6L9 Attention: Waqaas Al-Siddiq
With copies to:	Ruskin Moscou Faltischek, P.C. 1425 RXR Plaza, East Tower, 15th Floor Uniondale, NY 11556 Attention: Stephen E. Fox. Esq.

If to the Subscriber, to the address set forth on the signature page annexed hereto.

Any such person may by notice given in accordance with this Section 3.02 to the other parties hereto designate another address or person for receipt by such person of notices hereunder.

3.03
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.

3.04
Assignability. This Agreement is not transferable or assignable by the undersigned.

3.05
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.

3.06
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.

3.07
Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York without regard to its conflict of law rules.

3.08
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.

3.09
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. No covenant, representation or condition not expressed in this Agreement shall affect or be deemed to interpret, change or restrict the express provisions hereof.

3.10
Amendment. This Agreement may be modified or amended only with the written approval of all parties.

3.11
Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by creditors of any party.

3.12
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.

3.13
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.

3.14
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.

[**Remainder of the Page Intentionally Blank**]

IN WITNESS WHEREOF, the undersigned has executed this Agreement on this ___ day of _______, 2016.

Signature of Subscriber:

By:____
Name:
Title:

____
Print Name of Subscriber

____
Social Security Number(s) or EIN

Mailing Address of Subscriber(s)

____
Street

____
City State Zip Code

Residence of Subscriber(s)

____
Street

____
City State Zip Code

If Joint Ownership, check one:

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

$______________________________________
Aggregate Subscription Amount

Method of Payment: ☐ Wire Transfer ☐ Check

FOREGOING SUBSCRIPTION ACCEPTED:

BIOTRICITY INC..

By:____
Name:
Title:

Exhibit A

BIOTRICITY INC.

SUBSCRIBER QUESTIONNAIRE

Biotricity Inc.
75 International Blvd.
Suite 300
Toronto, Ontario M9W 6L9

Gentlemen:

The information contained herein is being furnished to Biotricity 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 Warrant 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 $1.0 Million.** 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 million 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 million 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 million *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 million.

☐ **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 million (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 broker-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 B

CONVERTIBLE PROMISSORY NOTE

See attached.

Exhibit C

WARRANT

See attached.

Exhibit D

RISK FACTORS

The risks set forth below are not the only ones facing our Company. Additional risks and uncertainties may exist that could also adversely affect our business, financial condition, prospects and/or operations. If any of the following or other risks actually materialize, our business, financial condition, prospects and/or operations could suffer. In such event, the value of our securities could decline.

Risks Related to Our Business

We have a limited operating history upon which investors can evaluate our future prospects.

We have a limited operating history upon which an evaluation of its business plan or performance and prospects can be made. The business and prospects of the Company must be considered in the light of the potential problems, delays, uncertainties and complications encountered in connection with a newly established business and creating a new industry. The risks include, but are not limited to, the possibility that we will not be able to develop functional and scalable products and services, or that although functional and scalable, our products and services will not be economical to market; that our competitors hold proprietary rights that preclude us from marketing such products; that our competitors market a superior or equivalent product; that we are not able to upgrade and enhance our technologies and products to accommodate new features and expanded service offerings; or the failure to receive necessary regulatory clearances for our products. To successfully introduce and market our products at a profit, we must establish brand name recognition and competitive advantages for our products. There are no assurances that we can successfully address these challenges. If it is unsuccessful, we and our business, financial condition and operating results could be materially and adversely affected.

The current and future expense levels are based largely on estimates of planned operations and future revenues rather than experience. It is difficult to accurately forecast future revenues because our business is new and our market has not been developed.. If our forecasts prove incorrect, the business, operating results and financial condition of the Company will be materially and adversely affected. Moreover, we may be unable to adjust our spending in a timely manner to compensate for any unanticipated reduction in revenue. As a result, any significant reduction in revenues would immediately and adversely affect our business, financial condition and operating results.

We have had no revenues since inception, and we cannot predict when we will achieve profitability.

We have not been profitable and cannot predict when we will achieve profitability. We have experienced net losses and have had no revenues since our and our predecessor's inception in 2009. We do not anticipate generating significant revenues until we successfully develop, commercialize and sell our existing and proposed products, of which we can give no assurance. We are unable to determine when we will generate significant revenues, if any, from the sale of any of such products.

We cannot predict when we will achieve profitability, if ever. Our inability to become profitable may force us to curtail or temporarily discontinue our research and development programs and our day-to-day operations. Furthermore, there can be no assurance that profitability, if achieved, can be sustained on an ongoing basis. As of September 30, 2015, we had an accumulated deficit of $7,736,844.

We may never complete the development of the Bioflux or any of our other proposed products into marketable products.

We do not know when or whether we will successfully complete the development of the Bioflux or any other proposed or contemplated product, for any of our target markets. We continue to seek to improve our technologies before we are able to produce a commercially viable product. Failure to improve on any of our technologies could delay or prevent their successful development for any of our target markets.

Developing any technology into a marketable product is a risky, time consuming and expensive process. You should anticipate that we will encounter setbacks, discrepancies requiring time consuming and costly redesigns and changes and that there is the possibility of outright failure.

We may not meet our product development and commercialization milestones.

We have established milestones, based upon our expectations regarding our technologies at that time, which we use to assess our progress toward developing our products. These milestones relate to technology and design improvements as well as to dates for achieving development goals. If our products exhibit technical defects or are unable to meet cost or performance goals, our commercialization schedule could be delayed and potential purchasers of our initial commercial products may decline to purchase such products or may opt to pursue alternative products.

We may also experience shortages of monitors, sensors or bases due to manufacturing difficulties. Multiple suppliers provide the components used in our devices. Our manufacturing operations could be disrupted by fire, earthquake or other natural disaster, a labor-related disruption, failure in supply or other logistical channels, electrical outages or other reasons. If there were a disruption to manufacturing facilities, we would be unable to manufacture devices until we have restored and re-qualified our manufacturing capability or developed alternative manufacturing facilities.

Generally, we have made technological advances meeting our milestone schedules. We can give no assurance that our commercialization schedule will continue to be met as we further develop the Bioflux or any of our other proposed products.

Our business is dependent upon physicians utilizing our monitoring solution when prescribing cardiac monitoring; if we fail in convincing physicians in utilizing our solution, our revenue could fail to grow and could decrease.

The success of our planned cardiac monitoring business is expected to be dependent upon physicians utilizing our solution when prescribing cardiac monitoring to their patients. The utilization of our solution by physicians for use in the prescription of cardiac monitoring will be directly influenced by a number of factors, including:

- the ability of the physicians with whom we work to obtain sufficient reimbursement and be paid in a timely manner for the professional services they provide in connection with the use of our monitoring solutions;
- continuing to establish ourselves as an arrhythmia monitoring technology company;
- our ability to educate physicians regarding the benefits of MCT over alternative diagnostic monitoring solutions;
- our demonstrating that our proposed products are reliable and supported by us in the field;

- supplying and servicing sufficient quantities of products directly or through marketing alliances; and
- pricing products competitively in light of the current macroeconomic environment, which, particularly in the case of the medical device industry, are becoming increasingly price sensitive.

If we are unable to educate physicians regarding the benefits of MCT and unable to drive physician utilization, revenue from the provision of our arrhythmia monitoring solutions could fail to grow or even potentially decrease.

We are subject to extensive governmental regulations relating to the manufacturing, labeling and marketing of our products.

Our medical technology products and operations are subject to regulation by the FDA, Health Canada and other governmental authorities both inside and outside of the United States. These agencies enforce laws and regulations that govern the development, testing, manufacturing, labeling, advertising, marketing and distribution, and market surveillance of our medical products.

Under the United States Federal Food, Drug, and Cosmetic Act, medical devices are classified into one of three classes — Class I, Class II or Class III — depending on the degree of risk associated with each medical device and the extent of control needed to ensure safety and effectiveness. We believe our current or planned products will be Class I (with respect to software) or Class II (with respect to hardware) medical devices. Class I devices are those for which safety and effectiveness can be assured by adherence to a set of guidelines, which include compliance with the applicable portions of the FDA's Quality System Regulation, facility registration and product listing, reporting of adverse medical events, and appropriate, truthful and non-misleading labeling, advertising, and promotional materials. Class II devices are subject to additional controls, including full applicability of the Quality System Regulations, and requirements for 510(k) pre-market notification.

In addition to regulations in the United States, we will be subject to a variety of foreign regulations governing clinical trials and commercial sales and distribution of our products in foreign countries. Whether or not we obtain FDA approval for a product, we must obtain approval of a product by the comparable regulatory authorities of foreign countries before we can commence clinical trials or marketing of the product in those countries. The approval process varies from country to country, and the time may be longer or shorter than that required for FDA approval. The requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary greatly from country to country.

The policies of the FDA and foreign regulatory authorities may change and additional government regulations may be enacted which could prevent or delay regulatory approval of our products and could also increase the cost of regulatory compliance. We cannot predict the likelihood, nature or extent of adverse governmental regulation that might arise from future legislative or administrative action, either in the United States or abroad.

Following the introduction of a product, these agencies will also periodically review our design and manufacturing processes and product performance. The process of complying with the applicable good manufacturing practices, adverse event reporting, clinical trial and other requirements can be costly and time consuming, and could delay or prevent the production, manufacturing or sale of our products. In addition, if we fail to comply with applicable regulatory requirements, it could result in fines, delays or suspensions of regulatory clearances, closure of manufacturing sites, seizures or recalls of products and damage to our reputation. Recent changes in enforcement practice by the FDA and other agencies have resulted in increased enforcement activity, which increases the compliance risk for the Company and other companies in our industry. In addition, governmental agencies may impose new requirements regarding registration, labeling or prohibited materials that may require us to modify or re-register products already on the market or otherwise impact our ability to market our products in those countries. Once clearance or approval has been obtained for a product, there is an obligation to ensure that all applicable FDA, Health Canada and other regulatory requirements continue to be met.

We may be subject to penalties and may be precluded from marketing our products if we fail to comply with extensive governmental regulations.

We believe that our proposed products are categorized as Class I (with respect to software) or Class II (with respect to hardware). Class I devices are those for which safety and effectiveness can be assured by adherence to a set of guidelines, which include compliance with the applicable portions of the FDA's Quality System Regulation, facility registration and product listing, reporting of adverse medical events, and appropriate, truthful and non-misleading labeling, advertising, and promotional materials. However, the FDA has not made any determination about whether our specific medical products are Class I or Class II medical devices. While such a determination is not necessary in order for us to list a Class I device with the FDA and bring that device to the U.S. market, we may decide to get clarification from the FDA prior to introducing a product into the market. From time to time, the FDA may disagree with the classification of a new Class I medical device and require the manufacturer of that device to apply for approval as a Class II or Class III medical device. In the event that the FDA determines that our Class I medical products should be classified as Class II or Class III medical devices, we could be precluded from marketing the devices for clinical use within the United States for months, years or longer, depending on the specific change the classification. Reclassification of our Class I medical products as Class II or Class III medical devices could significantly increase our regulatory costs, including the timing and expense associated with required clinical trials and other costs.

The FDA and non-U.S. regulatory authorities require that our products be manufactured according to rigorous standards. These regulatory requirements may significantly increase our production costs and may even prevent us from making our products in amounts sufficient to meet market demand. If we change our approved manufacturing process, the FDA may need to review the process before it may be used. Failure to comply with applicable regulatory requirements discussed could subject us to enforcement actions, including warning letters, fines, injunctions and civil penalties, recall or seizure of our products, operating restrictions, partial suspension or total shutdown of our production, and criminal prosecution.

Federal, state and non-U.S. regulations regarding the manufacture and sale of medical devices are subject to future changes. The complexity, timeframes and costs associated with obtaining marketing clearances are unknown. Although we cannot predict the impact, if any, these changes might have on our business, the impact could be material.

Injuries caused by the malfunction or misuse of cardiac monitoring devices, even where such malfunction or misuse occurs with respect to one of our competitor’s products, could cause regulatory agencies to implement more conservative regulations on the medical cardiac monitoring industry, which could significantly increase our operating costs.

If we are not able to both obtain and maintain adequate levels of third-party reimbursement for our products, it would have a material adverse effect on our business.

Healthcare providers and related facilities are generally reimbursed for their services through payment systems managed by various governmental agencies worldwide, private insurance companies, and managed care organizations. The manner and level of reimbursement in any given case may depend on the site of care, the procedure(s) performed, the final patient diagnosis, the device(s) utilized, available budget, the efficacy, safety, performance and cost-effectiveness of our planned products and services, or a combination of these or other factors, and coverage and payment levels are determined at each payer's discretion. The coverage policies and reimbursement levels of these third-party payers may impact the decisions of healthcare providers and facilities regarding which medical products they purchase and the prices they are willing to pay for those products. Thus, changes in reimbursement levels or methods may either positively or negatively impact sales of our products.

We have no direct control over payer decision-making with respect to coverage and payment levels for our medical device products. Additionally, we expect many payers to continue to explore cost-containment strategies (e.g., comparative and cost-effectiveness analyses, so-called "pay-for-performance" programs implemented by various public and private payers, and expansion of payment bundling schemes such as Accountable Care Organizations, and other such methods that shift medical cost risk to providers) that may potentially impact coverage and/or payment levels for our current products or products we develop.

The ability of physicians and other providers to successfully utilize our cardiac monitoring solution and successfully allow payors to reimburse for the physicians' technical and professional fees is critical to our business because physicians and their patients will select arrhythmia monitoring solutions other than ours in the event that payors refuse to adequately reimburse our technical fees and physicians' professional fees.

Changes in reimbursement practices of third-party payers could affect the demand for our products and the prices at which they are sold.

The sales of our proposed products could depend, in part, on the extent to which healthcare providers and facilities or individual users are reimbursed by government authorities, private insurers and other third-party payers for the costs of our products or the services performed with our products. The coverage policies and reimbursement levels of third-party payers, which can vary among public and private sources and by country, may affect which products customers' purchase and the prices they are willing to pay for those products in a particular jurisdiction. Reimbursement rates can also affect the acceptance rate of new technologies. Legislative or administrative reforms to reimbursement systems in the United States or abroad, or changes in reimbursement rates by private payers, could significantly reduce reimbursement for procedures using the Company's products or result in denial of reimbursement for those products, which would adversely affect customer demand or the price customers may be willing to pay for such products.

We may experience difficulty in obtaining reimbursement for our services from commercial payors that consider our technology to be experimental and investigational, which would adversely affect our revenue and operating results.

Many commercial payors refuse to enter into contracts to reimburse the fees associated with medical devices or services that such payors determine to be "experimental and investigational." Commercial payors typically label medical devices or services as "experimental and investigational" until such devices or services have demonstrated product superiority evidenced by a randomized clinical trial.

Clinical trials have been performed on other mobile cardiac telemetry devices, proving higher diagnostic yield than traditional event loop monitoring. Certain remaining commercial payors, however, have stated that they do not believe the data from the clinical trials justifies the removal of the experimental designation for mobile cardiac telemetry solutions.. As a result, certain commercial payors may refuse to reimburse the technical and professional fees associated with cardiac monitoring solutions such as the one expected to be offered by Biotricity.

If commercial payors decide not reimburse physicians or providers for their services during the utilization of our cardiac monitoring solutions, our revenue could fail to grow and could decrease.

Reimbursement by Medicare is highly regulated and subject to change; our failure to comply with applicable regulations, could decrease our expected revenue and may subject us to penalties or have an adverse impact on our business.

The Medicare program is administered by CMS, which imposes extensive and detailed requirements on medical services providers, including, but not limited to, rules that govern how we structure our relationships with physicians, and how and where we provide our arrhythmia monitoring solutions. Our failure to comply with applicable Medicare rules could result in discontinuing the ability for physicians to receive reimbursement as they will likely utilize our cardiac monitoring solution under the Medicare payment program, civil monetary penalties, and/or criminal penalties, any of which could have a material adverse effect on our business and revenues.

Consolidation of commercial payors could result in payors eliminating coverage of mobile cardiac monitoring solutions or reducing reimbursement rates.

When payors combine their operations, the combined company may elect to reimburse physicians for cardiac monitoring services at the lowest rate paid by any of the participants in the consolidation. If one of the payors participating in the consolidation does not reimburse for these services at all, the combined company may elect not to reimburse at any rate. Reimbursement rates tend to be lower for larger payors. As a result, as payors consolidate, our expected average reimbursement rate may decline.

Product defects could adversely affect the results of our operations.

The design, manufacture and marketing of our products involve certain inherent risks. Manufacturing or design defects, unanticipated use of our products, or inadequate disclosure of risks relating to the use of our products can lead to injury or other adverse events. These events could lead to recalls or safety alerts relating to our products (either voluntary or required by the FDA, Health Canada or similar governmental authorities in other countries), and could result, in certain cases, in the removal of a product from the market. A recall could result in significant costs, as well as negative publicity and damage to our reputation that could reduce demand for our products. Personal injuries relating to the use of our products could also result in product liability claims being brought against us. In some circumstances, such adverse events could also cause delays in new product approvals.

Interruptions or delays in telecommunications systems or in the data services provided to us by cellular communication providers or the loss of our wireless or data services could impair the delivery of our cardiac monitoring services.

The success of Biotricity’s cardiac monitoring services will be dependent upon our ability to store, retrieve, process and manage data and to maintain and upgrade our data processing and communication capabilities. The monitoring solution relies on a third party wireless carrier to transmit data over its data network. All data sent by our monitors via this wireless data network or via landline is expected to be routed directly to data centers and subsequently routed to our monitoring center. We are therefore dependent upon third party wireless carrier to provide data transmission and data hosting services to us. If we lose wireless carrier services, we would be forced to seek alternative providers of data transmission and data hosting services, which might not be available on commercially reasonable terms or at all.

As we expand our commercial activities, an increased burden is expected to be placed upon our data processing systems and the equipment upon which they rely. Interruptions of our data networks, or the data networks of our wireless carrier, for any extended length of time, loss of stored data or other computer problems could have a material adverse effect on our business and operating results. Frequent or persistent interruptions in our arrhythmia monitoring services could cause permanent harm to our reputation and could cause current or potential users or prescribing physicians to believe that our systems are unreliable, leading them to switch to our competitors. Such interruptions could result in liability, claims and litigation against us for damages or injuries resulting from the disruption in service.

Our systems are also expected to be vulnerable to damage or interruption from earthquakes, floods, fires, power loss, telecommunication failures, terrorist attacks, computer viruses, break-ins, sabotage, and acts of vandalism. Despite any precautions that we may take, the occurrence of a natural disaster or other unanticipated problems could result in lengthy interruptions in these services. We do not carry business interruption insurance to protect against losses that may result from interruptions in service as a result of system failures. Moreover, the communications and information technology industries are subject to rapid and significant changes, and our ability to operate and compete is dependent on our ability to update and enhance the communication technologies used in our systems and services.

We could be exposed to significant liability claims if we are unable to obtain insurance at acceptable costs and adequate levels or otherwise protect ourselves against potential product liability claims.

The testing, manufacture, marketing and sale of medical devices entail the inherent risk of liability claims or product recalls. Product liability insurance is expensive and may not be available on acceptable terms, if at all. A successful product liability claim or product recall could inhibit or prevent the successful commercialization of our products, cause a significant financial burden on the Company, or both, which in either case could have a material adverse effect on our business and financial condition.

We require additional capital to support our present business plan and our anticipated business growth, and such capital may not be available on acceptable terms, or at all, which would adversely affect our ability to operate.

We will require additional funds to further develop our business plan. Based on our current operating plans, we require a minimum of $6 million to fund our planned operations necessary to introduce Bioflux into the market. We can give no assurance that we will be successful in raising any funds. Additionally, if we are unable to generate sufficient revenues from our operating activities, we may need to raise additional funds through equity offerings or otherwise in order to meet our expected future liquidity requirements, including to introduce our other planned products or to pursue new product opportunities. Any such financing that we undertake will likely be dilutive to current stockholders and you.

We intend to continue to make investments to support our business growth, including patent or other intellectual property asset creation. In addition, we may also need additional funds to respond to business opportunities and challenges, including our ongoing operating expenses, protecting our intellectual property, satisfying debt payment obligations, developing new lines of business and enhancing our operating infrastructure. While we may need to seek additional funding for such purposes, we may not be able to obtain financing on acceptable terms, or at all. In addition, the terms of our financings may be dilutive to, or otherwise adversely affect, holders of its common stock. We may also seek additional funds through arrangements with collaborators or other third parties. We may not be able to negotiate any such arrangements on acceptable terms, if at all. If we are unable to obtain additional funding on a timely basis, we may be required to curtail or terminate some or all of our business plans.

We cannot predict our future capital needs and we may not be able to secure additional financing.

We will need to raise additional funds in the future to fund our working capital needs and to fund further expansion of our business. We may require additional equity or debt financings, collaborative arrangements with corporate partners or funds from other sources for these purposes.. No assurance can be given that necessary funds will be available for us to finance our development on acceptable terms, if at all. Furthermore, such additional financings may involve substantial dilution of our stockholders or may require that we relinquish rights to certain of our technologies or products. In addition, we may experience operational difficulties and delays due to working capital restrictions. If adequate funds are not available from operations or additional sources of financing, we may have to delay or scale back our growth plans.

The results of our research and development efforts are uncertain and there can be no assurance of the commercial success of our products.

We believe that we will need to incur additional research and development expenditures to continue development of our existing proposed products as well as research and development expenditures to develop new products and services. The products and services we are developing and may develop in the future may not be technologically successful. In addition, the length of our product and service development cycle may be greater than we originally expected and we may experience delays in product development. If our resulting products and services are not technologically successful, they may not achieve market acceptance or compete effectively with our competitors' products and services..

If we fail to retain certain of our key personnel and attract and retain additional qualified personnel, we might not be able to pursue our growth strategy.

Our future success will depend upon the continued service of Waqaas Al-Siddiq, our President and Chief Executive Officer. Although we believe that our relationship with him is positive, there can be no assurance that his services will continue to be available to us in the future. We do not carry any key man life insurance policies on any of our existing or proposed executive officers..

The impact of the Patient Protection and Affordable Care Act remains uncertain.

In 2010, significant reforms to the health care system were adopted as law in the United States. The law includes provisions that, among other things, reduce or limit Medicare reimbursement, require all individuals to have health insurance (with limited exceptions) and impose increased taxes. These factors, in turn, could result in reduced demand for our products and increased downward pricing pressure. Specifically, the law requires the medical device industry to subsidize health care reform in the form of a 2.3% excise tax on United States sales of most medical devices. The excise tax will increase our operating expenses. Because other parts of the 2010 health care law remain subject to implementation, the long-term impact on us is uncertain. The new law or any future legislation could reduce medical procedure volumes, lower reimbursement for our products, and impact the demand for our products or the prices at which we sell our products. Accordingly, while it is too early to understand and predict the ultimate impact of the new law on our business, the legislation and resulting regulations could have a material adverse effect on our business, cash flows, financial condition and results of operations.

We will not be profitable unless we can demonstrate that our products can be manufactured at low prices.

To date, we have focused primarily on research and development of the first generation version of the Bioflux, as well as starting the prototyping of Biolife. Consequently, we have no experience in manufacturing these products on a commercial basis. We may manufacture our products through third-party manufacturers. We can offer no assurance that either we or our manufacturing partners will develop efficient, automated, low-cost manufacturing capabilities and processes to meet the quality, price, engineering, design and production standards or production volumes required to successfully mass market our products. Even if we or our manufacturing partners are successful in developing such manufacturing capability and processes, we do not know whether we or they will be timely in meeting our product commercialization schedule or the production and delivery requirements of potential customers. A failure to develop such manufacturing processes and capabilities could have a material adverse effect on our business and financial results.

Our profitability in part is dependent on material and other manufacturing costs. We are unable to offer any assurance that either we or a manufacturing partner will be able to reduce costs to a level which will allow production of a competitive product or that any product produced using lower cost materials and manufacturing processes will not suffer from a reduction in performance, reliability and longevity.

If we or our suppliers fail to achieve or maintain regulatory approval of manufacturing facilities, our growth could be limited and our business could be harmed.

We currently assemble our devices in our California facility.. In order to maintain compliance with FDA and other regulatory requirements, our manufacturing facilities must be periodically re-evaluated and qualified under a quality system to ensure they meet production and quality standards. Suppliers of components and products used to manufacture our devices must also comply with FDA regulatory requirements, which often require significant resources and subject us and our suppliers to potential regulatory inspections and stoppages. If we or our suppliers do not maintain regulatory approval for our manufacturing operations, our business could be adversely affected.

Our dependence on a limited number of suppliers may prevent us from delivering our devices on a timely basis.

We currently rely on a limited number of suppliers of components for our devices. If these suppliers became unable to provide components in the volumes needed or at an acceptable price, we would have to identify and qualify acceptable replacements from alternative sources of supply. The process of qualifying suppliers is lengthy. Delays or interruptions in the supply of our requirements could limit or stop our ability to provide sufficient quantities of devices on a timely basis or meet demand for our services, which could have a material adverse effect on our business, financial condition and results of operations.

Our operations in international markets involve inherent risks that we may not be able to control.

Our business plan includes the marketing and sale of our proposed products in international markets. Accordingly, our results could be materially and adversely affected by a variety of uncontrollable and changing factors relating to international business operations, including:

- Macroeconomic conditions adversely affecting geographies where we intend to do business;
- Foreign currency exchange rates;
- Political or social unrest or economic instability in a specific country or region;

- Higher costs of doing business in foreign countries;
- Infringement claims on foreign patents, copyrights or trademark rights;
- Difficulties in staffing and managing operations across disparate geographic areas;
- Difficulties associated with enforcing agreements and intellectual property rights through foreign legal systems;
- Trade protection measures and other regulatory requirements, which affect our ability to import or export our products from or to various countries;
- Adverse tax consequences;
- Unexpected changes in legal and regulatory requirements;
- Military conflict, terrorist activities, natural disasters and medical epidemics; and
- Our ability to recruit and retain channel partners in foreign jurisdictions.

Our financial results may be affected by fluctuations in exchange rates and our current currency hedging strategy may not be sufficient to counter such fluctuations.

Our financial statements are presented in U.S. dollars, while a significant portion of our business is conducted, and a substantial portion of our operating expenses are payable, in currencies other than the U.S. dollar, specifically the Canadian dollar. Due to the substantial volatility of currency exchange rates, exchange rate fluctuations may have a positive or adverse impact on our future revenues or expenses presented in our financial statements. We may use financial instruments, principally forward foreign currency contracts, in our management of foreign currency exposure. These contracts would primarily require us to purchase and sell certain foreign currencies with or for U.S. dollars at contracted rates. We may be exposed to a credit loss in the event of non-performance by the counterparties of these contracts. In addition, these financial instruments may not adequately manage our foreign currency exposure. Our results of operations could be adversely affected if we are unable to successfully manage currency fluctuations in the future.

Risks Related to Our Industry

The industry in which we operate is highly competitive and subject to rapid technological change. If our competitors are better able to develop and market products that are safer, more effective, less costly, easier to use, or are otherwise more attractive, we may be unable to compete effectively with other companies.

The medical technology industry is characterized by intense competition and rapid technological change, and we will face competition on the basis of product features, clinical outcomes, price, services and other factors. Competitors may include large medical device and other companies, some of which have significantly greater financial and marketing resources than we do, and firms that are more specialized than we are with respect to particular markets. Our competition may respond more quickly to new or emerging technologies, undertake more extensive marketing campaigns, have greater financial, marketing and other resources than ours or may be more successful in attracting potential customers, employees and strategic partners.

Our competitive position will depend on multiple, complex factors, including our ability to achieve regulatory clearance and market acceptance for our products, develop new products, implement production and marketing plans, secure regulatory approvals for products under development and protect our intellectual property. In some instances, competitors may also offer, or may attempt to develop, alternative systems that may be delivered without a medical device or a medical device superior to ours. The development of new or improved products, processes or technologies by other companies may render our products or proposed products obsolete or less competitive. The entry into the market of manufacturers located in low-cost manufacturing locations may also create pricing pressure, particularly in developing markets. Our future success depends, among other things, upon our ability to compete effectively against current technology, as well as to respond effectively to technological advances or changing regulatory requirements, and upon our ability to successfully implement our marketing strategies and execute our research and development plan. Our research and development efforts are aimed, in part, at solving increasingly complex problems, as well as creating new technologies, and we do not expect that all of our projects will be successful. If our research and development efforts are unsuccessful, our future results of operations could be materially harmed.

We face competition from other medical device companies that focus on similar markets.

We face competition from primarily five companies that also focus on the ECG market that we intend to enter: CardioNet, LifeWatch, eCardio, Linecare, ScottCare and TZ Medical. These companies have longer operating histories and may have greater name recognition and substantially greater financial, technical and marketing resources than us. Many of these companies also have FDA or other applicable governmental approval to market and sell their products, and more extensive customer bases, broader customer relationships and broader industry alliances than us, including relationships with many of our potential customers. Increased competition from any of these sources could result in our failure to achieve and maintain an adequate level of customers and market share to support the cost of our operations.

Our industry is experiencing greater scrutiny and regulation by governmental authorities, which may lead to greater governmental regulation in the future.

In recent years, the medical device industry has been subject to increased regulatory scrutiny, including by the FDA, Health Canada and numerous other federal, state, provincial and foreign governmental authorities. This has included increased regulation, enforcement, inspections, and governmental investigations of the medical device industry and disclosure of financial relationships with health care professionals. We anticipate that governments will continue to scrutinize our industry closely, and that additional regulation by governmental authorities, both foreign and domestic, may increase compliance costs, exposure to litigation and other adverse effects to our operations.

Unsuccessful clinical trials or procedures relating to products under development could have a material adverse effect on our prospects.

The regulatory approval process for new products and new indications for existing products requires extensive clinical trials and procedures, including early clinical experiences and regulatory studies. Unfavorable or inconsistent clinical data from current or future clinical trials or procedures conducted by us, our competitors, or third parties, or perceptions regarding this clinical data, could adversely affect our ability to obtain necessary approvals and the market's view of our future prospects. Such clinical trials and procedures are inherently uncertain and there can be no assurance that these trials or procedures will be completed in a timely or cost-effective manner or result in a commercially viable product. Failure to successfully complete these trials or procedures in a timely and cost-effective manner could have a material adverse effect on our prospects. Clinical trials or procedures may experience significant setbacks even after earlier trials have shown promising results. Further, preliminary results from clinical trials or procedures may be contradicted by subsequent clinical analysis. In addition, results from our clinical trials or procedures may not be supported by actual long-term studies or clinical experience. If preliminary clinical results are later contradicted, or if initial results cannot be supported by actual long-term studies or clinical experience, our business could be adversely affected. Clinical trials or procedures may be suspended or terminated by us, the FDA or other regulatory authorities at any time if it is believed that the trial participants face unacceptable health risks.

Intellectual property litigation and infringement claims could cause us to incur significant expenses or prevent us from selling certain of our products.

The industry we operate in, in particular, the medical device industry is characterized by extensive intellectual property litigation and, from time to time, we might be the subject of claims by third parties of potential infringement or misappropriation. Regardless of outcome, such claims are expensive to defend and divert the time and effort of our management and operating personnel from other business issues. A successful claim or claims of patent or other intellectual property infringement against us could result in our payment of significant monetary damages and/or royalty payments or negatively impact our ability to sell current or future products in the affected category and could have a material adverse effect on its business, cash flows, financial condition or results of operations..

If we are unable to protect the confidentiality of our trade secrets, our business and competitive position would be harmed.

We plan on relying on trade secrets, including unpatented know-how, technology and other proprietary information, to maintain our competitive position. We will seek to protect these trade secrets, in part, by entering into non-disclosure and confidentiality agreements with parties who have access to them, such as our employees, corporate collaborators, outside scientific collaborators, contract manufacturers, consultants, advisors and other third parties. We will seek to protect our confidential proprietary information, in part, by entering into confidentiality and invention or patent assignment agreements with our employees and consultants. Moreover, to the extent we enter into such agreements, any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets, and we may not be able to obtain adequate remedies for such breaches. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the United States are less willing or unwilling to protect trade secrets. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent them, or those to whom they communicate it, from using that technology or information to compete with us. If any of our trade secrets were to be disclosed to or independently developed by a competitor, our competitive position would be harmed. In general, any loss of trade secret protection or other unpatented proprietary rights could harm our business, results of operations and financial condition.

If we are unable to protect our patents or other proprietary rights, or if we infringe on the patents or proprietary rights of others, our competitiveness and business prospects may be materially damaged.

We have filed for one patent in Canada. We may continue to seek patent protection for our proprietary technology. Seeking patent protection is a lengthy and costly process, and there can be no assurance that patents will be issued from any pending applications, or that any claims allowed from existing or pending patents will be sufficiently broad or strong to protect our proprietary technology. There is also no guarantee that any patents we hold will not be challenged, invalidated or circumvented, or that the patent rights granted will provide competitive advantages to us. Our competitors have developed and may continue to develop and obtain patents for technologies that are similar or superior to our technologies. In addition, the laws of foreign jurisdictions in which we develop, manufacture or sell our products may not protect our intellectual property rights to the same extent, as do the laws of Canada or the United States.

Adverse outcomes in current or future legal disputes regarding patent and other intellectual property rights could result in the loss of our intellectual property rights, subject us to significant liabilities to third parties, require us to seek licenses from third parties on terms that may not be reasonable or favorable to us, prevent us from manufacturing, importing or selling our products, or compel us to redesign our products to avoid infringing third parties' intellectual property.. As a result, we may be required to incur substantial costs to prosecute, enforce or defend our intellectual property rights if they are challenged. Any of these circumstances could have a material adverse effect on our business, financial condition and resources or results of operations.

Dependence on patent and other proprietary rights and failing to protect such rights or to be successful in litigation related to such rights may result in our payment of significant monetary damages or impact offerings in our product portfolios.

Our long-term success largely depends on our ability to market technologically competitive products. If we fail to obtain or maintain adequate intellectual property protection, we may not be able to prevent third parties from using our proprietary technologies or may lose access to technologies critical to our products. Also, our currently pending or future patents applications may not result in issued patents, and issued patents are subject to claims concerning priority, scope and other issues.

Furthermore, to the extent we do not file applications for patents domestically or internationally, we may not be able to prevent third parties from using our proprietary technologies or may lose access to technologies critical to our products in other countries.

Enforcement of federal and state laws regarding privacy and security of patient information may adversely affect our business, financial condition or operations.

The use and disclosure of certain health care information by health care providers and their business associates have come under increasing public scrutiny. Recent federal standards under the Health Insurance Portability and Accountability Act of 1996, or HIPAA, establish rules concerning how individually-identifiable health information may be used, disclosed and protected. Historically, state law has governed confidentiality issues, and HIPAA preserves these laws to the extent they are more protective of a patient's privacy or provide the patient with more access to his or her health information. As a result of the implementation of the HIPAA regulations, many states are considering revisions to their existing laws and regulations that may or may not be more stringent or burdensome than the federal HIPAA provisions. We must operate our business in a manner that complies with all applicable laws, both federal and state, and that does not jeopardize the ability of our customers to comply with all applicable laws. We believe that our operations are consistent with these legal standards.. Nevertheless, these laws and regulations present risks for health care providers and their business associates that provide services to patients in multiple states. Because these laws and regulations are recent, and few have been interpreted by government regulators or courts, our interpretations of these laws and regulations may be incorrect. If a challenge to our activities is successful, it could have an adverse effect on our operations, may require us to forego relationships with customers in certain states and may restrict the territory available to us to expand our business. In addition, even if our interpretations of HIPAA and other federal and state laws and regulations are correct, we could be held liable for unauthorized uses or disclosures of patient information as a result of inadequate systems and controls to protect this information or as a result of the theft of information by unauthorized computer programmers who penetrate our network security.. Enforcement of these laws against us could have a material adverse effect on our business, financial condition and results of operations.

We may be subject, directly or indirectly, to federal and state health care fraud and abuse laws and regulations and if we are unable to fully comply with such laws, the Company could face substantial penalties.

Our operations may be directly or indirectly affected by various broad state and federal health care fraud and abuse laws, including the Federal Healthcare Programs' Anti-Kickback Statute and the Stark law. If our present or future operations are found to be in violation of these laws, we or our officers may be subject to civil or criminal penalties, including large monetary penalties, damages, fines, imprisonment and exclusion from Medicare and Medicaid program participation. If enforcement action were to occur, our business and results of operations could be adversely affected.

We may be subject to federal and state false claims laws which impose substantial penalties.

Many of the physicians and patients whom we expect to use our services will file claims for reimbursement with government programs such as Medicare and Medicaid. As a result, we may be subject to the federal False Claims Act if we knowingly “cause” the filing of false claims. Violations may result in substantial civil penalties, including treble damages. The federal False Claims Act also contains “whistleblower” or “qui tam” provisions that allow private individuals to bring actions on behalf of the government alleging that the defendant has defrauded the government. In recent years, the number of suits brought in the medical industry by private individuals has increased dramatically. Various states have enacted laws modeled after the federal False Claims Act, including “qui tam” provisions, and some of these laws apply to claims filed with commercial insurers. We are unable to predict whether we could be subject to actions under the federal False Claims Act, or the impact of such actions. However, the costs of defending claims under the False Claims Act, as well as sanctions imposed under the False Claims Act, could adversely affect our results of operations.

Changes in the health care industry or tort reform could reduce the number of arrhythmia monitoring solutions ordered by physicians, which could result in a decline in the demand for our planned solutions, pricing pressure and decreased revenue.

Changes in the health care industry directed at controlling health care costs or perceived over-utilization of arrhythmia monitoring solutions could reduce the volume of solutions ordered by physicians. If more health care cost controls are broadly instituted throughout the health care industry, the volume of cardiac monitoring solutions could decrease, resulting in pricing pressure and declining demand for our planned services, which could harm our operating results. In addition, it has been suggested that some physicians order arrhythmia monitoring solutions, even when the services may have limited clinical utility, primarily to establish a record for defense in the event of a claim of medical malpractice against the physician. Legal changes increasing the difficulty of initiating medical malpractice cases, known as tort reform, could reduce the amount of our services prescribed as physicians respond to reduced risks of litigation, which could harm our operating results.

Risks Related to Our Securities and Other Risks

An active and visible public trading market for our Common Stock may not develop.

We do not currently have an active or visible trading market. We cannot predict whether an active market for our Common Stock will ever develop in the future. In the absence of an active trading market:

- Investors may have difficulty buying and selling or obtaining market quotations;
- Market visibility for shares of our Common Stock may be limited; and

- A lack of visibility for shares of our Common Stock may have a depressive effect on the market price for shares of our Common Stock.

Our Common Stock is quoted over-the-counter on a market operated by OTC Markets Group, Inc. These markets are relatively unorganized, inter-dealer, over-the-counter markets that provide significantly less liquidity than NASDAQ or the NYSE MKT. No assurances can be given that our Common Stock, even if quoted on such markets, will ever actively trade on such markets, much less a senior market like NASDAQ or NYSE MKT. In this event, there would be a highly illiquid market for our Common Stock and you may be unable to dispose of your Common Stock at desirable prices or at all. Moreover, there is a risk that our Common Stock could be delisted from its current tier of the OTC Market, in which case our stock may be quoted on markets even more illiquid.

The market price of our common stock may be volatile.

The market price for our Common Stock may be volatile and subject to wide fluctuations in response to factors including the following:

- Our ability to successfully bring any of our proposed or planned products to market;
- Actual or anticipated fluctuations in our quarterly or annual operating results;
- Changes in financial or operational estimates or projections;
- Conditions in markets generally;
- Changes in the economic performance or market valuations of companies similar to ours;
- Announcements by us or our competitors of new products, acquisitions, strategic partnerships, joint ventures or capital commitments;
- Our intellectual property position; and
- General economic or political conditions in the United States or elsewhere.

In addition, the securities market has from time to time experienced significant price and volume fluctuations that are not related to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of shares of our Common Stock.

Because we were engaged in a transaction that can be generally characterized as a "reverse merger," we may not be able to attract the attention of major brokerage firms.

Additional risks may exist since we were engaged in a transaction that can be generally characterized as a "reverse merger." Securities analysts of major brokerage firms may not provide coverage of the Company since there is little incentive to brokerage firms to recommend the purchase of the common stock. No assurance can be given that brokerage firms will want to conduct any secondary offerings on behalf of the Company in the future.

Our Company may have undisclosed liabilities and any such liabilities could harm our revenues, business, prospects, financial condition and results of operations.

Before the Acquisition Transaction, iMedical conducted due diligence on our Company customary and appropriate for a transaction similar to the Acquisition Transaction. However, the due diligence process may not reveal all material liabilities of our Company currently existing or which may be asserted in the future against our Company relating to its activities before the consummation of the Acquisition Transaction. In addition, the Exchange Agreement contains representations with respect to the absence of any liabilities. However, there can be no assurance that our Company will not have any liabilities upon the closing of the Acquisition Transaction that we are unaware of or that we will be successful in enforcing any indemnification provisions or that such indemnification provisions will be adequate to reimburse us. Any such liabilities of our Company that survive the Acquisition Transaction could harm our revenues, business, prospects, financial condition and results of operations.

There is expected to be a significant number of shares of our common stock eligible for sale, which could depress the market price of such stock.

We intend to register for resale all of the approximately 22,500,000 shares of common stock issued or issuable to the iMedical shareholders, in addition to an additional 2,241,740 shares underlying convertible debentures and warrants that we have outstanding. Although the 22,500,000 shares are subject to a lock-up agreement for a period of no more than one year from the effective date of the registration statement, a large number of shares of our common stock would become available for sale in the public market, which could harm the market price of the stock.

Our largest stockholder will substantially influence our Company for the foreseeable future, including the outcome of matters requiring shareholder approval and such control may prevent you and other stockholders from influencing significant corporate decisions and may result in conflicts of interest that could cause the Company's stock price to decline.

Mr. Al-Siddiq beneficially owns approximately 19% of our outstanding shares of Common Stock and common stock underlying the Exchangeable Shares. As a result, coupled with his board seat, he will have the ability to influence the election of our directors and the outcome of corporate actions requiring shareholder approval, such as: (i) a merger or a sale of our Company, (ii) a sale of all or substantially all of our assets, and (iii) amendments to our articles of incorporation and bylaws. This concentration of voting power and control could have a significant effect in delaying, deferring or preventing an action that might otherwise be beneficial to our other shareholders and be disadvantageous to our shareholders with interests different from those entities and individuals. Mr. Al-Siddiq also has significant control over our business, policies and affairs as an executive officer or director of our Company. He may also exert influence in delaying or preventing a change in control of the Company, even if such change in control would benefit the other stockholders of the Company. In addition, the significant concentration of stock ownership may adversely affect the market value of the Company's common stock due to investors' perception that conflicts of interest may exist or arise.

We currently do not have any independent directors on our Board, which limits our ability to establish effective independent corporate governance procedures.

Our board of directors has significant control over us and we have not established committees comprised of independent directors. We have only one director, who holds executive officer positions and is not independent. Accordingly, he has significant control over all corporate issues.. We do not have an audit, compensation, governance or nominating committee comprised of independent directors. Our Board as a whole currently performs these functions. Thus, there is a potential conflict in that our sole director is also engaged in management and participate in decisions concerning management compensation and audit issues, among other issues, that may affect management performance.

Although we intend to add additional members to our Board of Directors as qualified candidates become available, until we have a board of directors that would include a majority of independent members, if ever, there will be limited or no independent oversight of our directors' decisions and activities.

Material weaknesses may exist when the Company reports on the effectiveness of its internal control over financial reporting for purposes of its reporting requirements.

We will be required to provide management's report on the effectiveness of internal control over financial reporting in our Annual Reports on Form 10-K, as required by Section 404 of Sarbanes-Oxley. Material weaknesses may exist when the Company reports on the effectiveness of its internal control over financial reporting for purposes of its reporting requirements under the Exchange Act or Section 404 of Sarbanes-Oxley following the completion of the Acquisition Transaction. The existence of one or more material weaknesses would preclude a conclusion that the Company maintains effective internal control over financial reporting. Such a conclusion would be required to be disclosed in the Company's future Annual Reports on Form 10-K and could harm the Company's reputation and cause the market price of its common stock to drop.

Anti-takeover provisions that may be in the Company's charter and bylaws may prevent or frustrate attempts by stockholders to change the board of directors or current management and could make a third-party acquisition of the Company difficult.

The Company's certificate of incorporation and bylaws may contain provisions that may discourage, delay or prevent a merger, acquisition or other change in control that stockholders may consider favorable, including transactions in which stockholders might otherwise receive a premium for their shares. These provisions could limit the price that investors might be willing to pay in the future for shares of the Company's common stock.

If our common stock becomes subject to the SEC's penny stock rules, broker-dealers may experience difficulty in completing customer transactions and trading activity in our securities may be adversely affected.

The SEC has adopted regulations, which generally define "penny stock" to be an equity security that has a market price of less than $5.00 per share, subject to specific exemptions. The market price of our common stock after the consummation of the Acquisition Transaction will likely be less than $5.00 per share and therefore would be a "penny stock" according to SEC rules, unless we are listed on a national securities exchange. Under these rules, broker-dealers who recommend such securities to persons other than institutional accredited investors must:

- Make a special written suitability determination for the purchaser;
- Receive the purchaser's prior written agreement to the transaction;
- Provide the purchaser with risk disclosure documents which identify certain risks associated with investing in "penny stocks" and which describe the market for these "penny stocks" as well as a purchaser's legal remedies; and
- Obtain a signed and dated acknowledgment from the purchaser demonstrating that the purchaser has actually received the required risk disclosure document before a transaction in a "penny stock" can be completed.

If our Common Stock becomes subject to these rules, broker-dealers may find it difficult to effectuate customer transactions and trading activity in our securities may be adversely affected. As a result, the market price of our securities may be depressed, and you may find it more difficult to sell your securities.

The market for penny stocks has experienced numerous frauds and abuses, which could adversely impact investors in our stock.

OTC Market securities are frequent targets of fraud or market manipulation, both because of their generally low prices and because reporting requirements are less stringent than those of the stock exchanges such as NASDAQ. Patterns of fraud and abuse include:

- Control of the market for the security by one or a few broker-dealers that are often related to the promoter or issuer;
- Manipulation of prices through prearranged matching of purchases and sales and false and misleading press releases;
- "Boiler room" practices involving high pressure sales tactics and unrealistic price projections by inexperienced sales persons;
- Excessive and undisclosed bid-ask differentials and markups by selling broker-dealers; and
- Wholesale dumping of the same securities by promoters and broker-dealers after prices have been manipulated to a desired level, along with the inevitable collapse of those prices with consequent investor losses.

Our management is aware of the abuses that have occurred historically in the penny stock market.

We have not paid dividends in the past and do not expect to pay dividends in the future, and any return on investment may be limited to the value of our stock.

We have never paid any cash dividends on our common stock and do not anticipate paying any cash dividends on our common stock in the foreseeable future and any return on investment may be limited to the value of our common stock. We plan to retain any future earning to finance growth.

IN ADDITION TO THE ABOVE RISKS, BUSINESSES ARE OFTEN SUBJECT TO RISKS NOT FORESEEN OR FULLY APPRECIATED BY MANAGEMENT. IN REVIEWING THIS PROSPECTUS, POTENTIAL INVESTORS SHOULD KEEP IN MIND THAT THERE MAY BE OTHER POSSIBLE RISKS THAT COULD BE IMPORTANT.

BIOTRICITY INC.
CODE OF BUSINESS CONDUCT AND ETHICS

Adopted: April 12, 2016

I. INTRODUCTION

This Code of Business Conduct and Ethics (this "Code") has been adopted by the Board of Directors of Biotricity Inc. (collectively with its subsidiaries, the "Company") to ensure that all directors, officers and employees of the Company (each an "Employee", and collectively, the "Employees") maintain the highest standards of business conduct in every aspect of their dealings with each other, clients, suppliers, stockholders and government authorities. This Code, along with the policies and other codes referred to in this Code, sets forth the standards and procedures by which all Employees must conduct themselves to avoid improper behavior and to help foster a culture of honesty, integrity and sound judgment. All Employees must comply with the standards and procedures of this Code and with all other Company policies and procedures applicable to such Employees.

II. CONFLICTS OF INTEREST

A conflict of interest occurs when an individual's private interest interferes or appears to interfere in any way with the interests of the Company. A conflict of interest may arise when an Employee takes actions or has interests that may make it difficult to perform his or her work objectively and effectively. Conflicts of interest may also arise when an Employee or a member of his or her family, receives improper personal benefits as a result of his or her position in the Company. Loans to, or guarantees of obligations of, such persons are of special concern.

Business decisions and actions must be based on the best interests of the Company and its clients. Employees may not have outside interests that conflict or appear to conflict with the best interests of the Company or its clients. Employees are expected to act solely for the benefit of the Company and its clients and must not be influenced by a personal interest that may result from other individual or business concerns.

Conflicts of interest are to be scrupulously avoided and, if unavoidable, must be disclosed to the Chief Financial Officer (or if none is so appointed, the principal financial officer of the Company; the "Chief Financial Officer") or a member of the Board of Directors at the earliest opportunity. Employees who have any uncertainty on whether certain actions or relationships present a conflict of interest, must contact their supervisor, the Chief Financial Officer or a member of the Board of Directors for guidance.

a. Business Dealings

Employees should deal with all persons doing business with the Company in a completely fair and objective manner, without favor or preference based upon personal financial considerations. Employees should avoid any activities, interests or associations that could impair his or her ability to perform work for the Company objectively and effectively, or that could give the appearance of interfering with his or her responsibilities on behalf of the Company. Employees may not use his or her position to attempt to cause a client to purchase, sell or hold a particular security when that action may reasonably be expected to create a personal benefit for such

Employee. In addition, Employees may not take, directly or indirectly, inappropriate advantage of a position or abuse a fiduciary position of trust, loyalty and interest.

b. Financial Interest, Family Members and Close Personal Relationships

In general, without prior approval from the Chief Financial Officer, an Employee may not act on behalf of the Company in any transaction or business relationship involving the Employee, members of the Employee's family, or other persons or organizations with which the Employee or the family member has any significant personal connection or financial interest.

Negotiating with the Company on behalf of others with whom the Employee or the Employee's family member has a significant connection should be avoided if there is a risk that the Employee's involvement would be perceived as self-dealing or trading upon his or her position with the Company.

Employees must immediately disclose any financial interest or personal connection they or their family may have with an outside party with which the Company does business, is considering doing business or competes. A conflict of interest may exist when an Employee or a member of his or her family, directly or indirectly, owns a significant financial interest (ownership or otherwise) in an entity, which is a competitor of the Company or has current or prospective business with the Company as a supplier, guest, or contractor. A "significant financial interest" means (1) ownership of greater than 5% of the equity of a client, supplier or competitor or (2) an investment in a client, supplier or competitor that represents more than 5% of the total assets of the Employee.

c. Gifts, Entertainment and Inducements

Appropriate business gifts and entertainment are designed to build goodwill and sound working relationships among business partners. However, under certain circumstances, gifts, entertainment, favors, benefits and job offers may be, or appear to be, attempts to "purchase" favorable treatment. Accepting or offering such inducements could raise doubts about an Employee's ability to make independent business judgments in the Company's or in the clients' best interests.

The acceptance or giving of gifts or excessive entertainment from individuals who have business dealing or prospective dealings with the Company must not constitute a conflict of interest or create the appearance of impropriety.

All Employees must be satisfied that the gift or entertainment is not intended to influence their judgment or performance of duties.

For the purposes of this Code, the term "gift" includes anything of value for which the Employee is not required to pay the retail or usual and customary cost. A gift may include meals or refreshments, goods, services, tickets to entertainment or sporting events, or the use of a residence, vacation home, or other accommodations. Gifts given by others to members of the Employee's family, to those with whom the Employee has a close personal relationship and to charities designated by the Employee, are considered to be gifts to such Employee for purposes of this Code.

Employees are expected to make decisions about the use or purchase of materials, equipment, consultants, advice, property, and supplies with the intent of receiving the best value for the Company. Such decisions should consider total cost, competitiveness, quality, and service in addition to other factors relevant to the Company's business.

Each Employee must use good judgment to ensure there is no violation of these principles. Any question or uncertainty about whether any gifts, entertainment or other type of inducements are appropriate should be addressed to the Employee's supervisor or the Chief Financial Officer.

d. Outside Activities and Corporate Opportunities

Employees are prohibited from diverting to himself or herself or to others any opportunities that are discovered through the use of the Company's property or information or as a result of his or her position with the Company unless such opportunity has first been presented to the Company. Employees may not use the Company's property or information or his or her position for improper personal gain or to compete with the Company.

Competing with the Company may involve engaging in the same line of business as the Company, or any situation where the Employee takes away from the Company opportunities for investment, services or interests. If an Employee is presented with an investment opportunity in his or her capacity as a representative of the Company, the Employee may take advantage of the opportunity only if the investment is approved in writing by the Chief Financial Officer.

An Employee's service on the board of directors of an outside company, as well as other outside activities generally, could lead to a potential conflict of interest or insider trading concerns and may otherwise interfere with the Employee's duties to the Company. An Employee is prohibited from serving as a director or trustee of any public or private unaffiliated company (other than personal trusts and not-for-profit organizations), unless the service (1) would be in the best interests of the Company or the clients of the Company and (2) has been approved in writing by the Chief Financial Officer. It is the duty of every Employee to ensure that all outside activities, even charitable or pro bono activities, do not constitute a conflict of interest or are not otherwise inconsistent with employment by the Company. Any Employee serving on the board of an unaffiliated company may be required to resign from that company at any time if the Company determines that the Employee's continued service on such board may no longer be in the best interests of the Company. Employees should be cautious with respect to outside business interests that may create divided loyalties, divert substantial amounts of their time and/or compromise their independent judgment.

The Company discourages Employees from committing to secondary employment, particularly if it poses any conflict in meeting the Employee's ability to satisfactorily meet all job requirements and business needs. With the exception of temporary employees, before an Employee accepts a second job, that Employee must obtain the written consent of his or her department head and of the Chief Financial Officer. New Employees with existing relationships are required to ensure that their affiliations conform to these restrictions, and must obtain the requisite approvals.

e. Consultants and Agents

Whenever it becomes necessary to engage the services of an individual or entity to consult for or represent the Company, special care must be taken to ensure that no conflicts of interest exists between the Company and the person or entity to be retained. Employees must also ensure that outside consultants and agents of the Company are reputable and qualified. Agreements with consultants or agents should be in writing and should be approved by the Chief Financial Officer.

f. Loans and Other Financial Transactions

Without the prior approval of the Chief Financial Officer, no Employee may obtain loans or guarantees of personal obligations from, or enter into any other personal financial transaction with, any company that is a client, supplier or competitor of the Company. This guideline does not prohibit arms-length transactions with recognized banks or other financial institutions.

III. FAIR DEALING

Each Employee should endeavor to deal fairly with the Company’s clients, suppliers, competitors and other Employees. No Employee should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair dealing practice.

IV. PROTECTION AND PROPER USE OF COMPANY ASSETS

Employees have a duty to protect the Company’s assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on the Company’s profitability. Employees should take measures to prevent damage to and theft or misuse of Company property. When Employees leave the Company, all Company property must be returned to the Company. Except as specifically authorized, Company assets, including Company time, equipment, materials, resources and proprietary information, must be used for legitimate business purposes only.

V. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES

Employees are required to comply with the laws, rules and regulations governing the Company’s business around the world, and with the related policies the Company has adopted. Individuals should be knowledgeable about specific laws, rules, regulations and policies that apply to their areas of responsibility. Questions and concerns about legal compliance and any information about a suspected or actual violation of any applicable law, rule or regulation should be reported immediately to the Employee’s supervisor or the Chief Financial Officer. Certain matters with broad applicability are summarized below.

a. Accounting and Auditing Matters

Employees, as well as persons acting under their direction, are prohibited from taking any action to coerce, manipulate, mislead or fraudulently influence any independent public or certified public accountant engaged in the performance of an audit or review of the Company’s financial statements.

Employees whose responsibilities include accounting, internal accounting controls and auditing matters should be familiar with the laws, regulations, ethical standards and internal procedures (including disclosure controls and procedures and internal control over financial reporting) applicable to the Company's accounting and auditing process. These Employees must fulfill their accounting and auditing responsibilities in conformance with such laws, regulations, standards and procedures.

b. Accuracy of Public Reporting

Information provided to third parties (including stockholders, clients and regulators) about the Company, whether in formal filings or otherwise, must be complete, accurate, timely and understandable. Inaccurate, incomplete or misleading public reporting could cause severe damage to the Company's reputation and to its stockholders, and could result in civil and criminal penalties to the Company, the Employee involved or both.

c.. Accuracy of Books and Records

Maintaining accurate books and records is the first step in ensuring that the Company's financial statements are prepared in accordance with generally accepted accounting principles and fairly present, in all material respects, the financial condition and results of operations of the Company.

Employees must not create a false or misleading report or make a payment or establish an account on behalf of the Company with the understanding that any part of the payment or account is to be used for a purpose other than as described by the supporting documents. No Employee may make false or misleading entries in any of the Company's books and records.

Each Employee is responsible to ensure the accuracy and completeness of any business information, data, reports and records under his or her control. All financial books, records and accounts must accurately reflect transactions and events, and Employees must record all of the Company's activities in compliance with applicable laws and accounting standards.

d. Record Retention

Properly maintaining and retaining Company records is a critical part of the Company's compliance obligations. Employees are responsible for ensuring that business records are properly maintained and retained in accordance with applicable laws and regulations. Employees should familiarize themselves with these laws and regulations.

Destruction or falsification of any document that is potentially relevant to a violation of law or a government investigation may lead to prosecution for obstruction of justice. Therefore, if an Employee has reason to believe that a violation of the law has been committed or that a government criminal, civil or regulatory investigation has or is about to be commenced, he or she must retain all records (including computer records) that are or could be relevant to an investigation of the matter, whether conducted by the Company or by a governmental authority. Questions with regard to destruction or retention of documents in this context should be directed to the Chief Financial Officer.

e. Anti-Corruption

No one acting on behalf of the Company may use kickbacks, bribes or other corrupt practices in conducting the Company's business. The Company prohibits bribes to or kickbacks from anyone, anywhere in the world, for any reason. Employees must not engage in soliciting, receiving, or accepting, directly or indirectly, any bribe, kickback or other payment or benefit from any employee or agent of any current or prospective vendor, supplier, guest, landlord, lessee, competitor, or other person or entity in any matter related to the Company. Any Employee who pays or receives bribes or kickbacks will be immediately terminated and reported, as warranted, to the appropriate authorities. A kickback or bribe includes giving any item of value with the intent to improperly obtain favorable treatment.

f. Prohibition on Insider Trading

Employees from time to time will possess material non-public information (often referred to as "inside" information) about the Company, an entity with which the Company conducts business, or an entity in which the Company may invest on behalf of clients. Employees (1) must maintain the confidentiality of such information, (2) must not buy, sell or recommend securities of any of the companies in question and (3) must not give this information to another person (often referred to as "tipping"). Information is usually considered material if a reasonable investor would consider this information important in reaching an investment decision.

The Company has adopted the ***Insider Trading and Confidentiality Policy*** to further explain how to comply with the rules that relate to insider trading. All Employees are required to be familiar with the ***Insider Trading and Confidentiality Policy*** and to abide by it.

g. Confidential Information

Protecting the confidentiality of the confidential information to which the Company has access is critical to the Company's relationships with its clients, portfolio companies, contract counterparties and vendors and its ability to compete in the marketplace. Numerous laws and regulations prohibit or otherwise regulate the disclosure of various types of confidential information about third parties, clients and others. Confidential information includes all non-public information that might be of use to competitors, or harmful to the Company or its clients, if disclosed. Employees may have access to proprietary information of the Company in the course of their relationships with the Company, including information about the Company's financial condition or results, business strategies, products and services or other Employees.

In order to ensure the proper treatment of confidential information, Employees may not disclose or misuse confidential information of third parties or the Company's confidential proprietary information to which they gain access through their relationships with the Company, except when authorized by the Company or the person to whom the information belongs, or when disclosure is required by law. The obligation continues even after Employees leave the Company. In addition, all proprietary information must be returned prior to leaving the Company. Whether disclosure is required by law is a determination that must be made by the Chief Financial Officer.

Special confidentiality arrangements may be required for certain parties, including outside business associates, consultants, governmental agencies and trade associations, seeking access to confidential information. Employees should be mindful of the following:

- e-mail messages and attachments containing material non-public information should be treated with discretion and recipients should be made aware of the need to exercise similar discretion;
- documents and other materials related to non-public matters should be appropriately safeguarded;
- controls for the reception and oversight of visitors to sensitive areas must be adhered to;
- sensitive business conversations, whether in person or on the telephone, should be avoided in elevators and other public places; and
- care should be taken when using cell phone devices, laptop computers, and similar devices in public places.

VI. ETHICAL AND RESPECTFUL WORKPLACE

The Company prohibits harassment, discrimination and retaliation whether engaged in by Employees or by someone not directly connected to the Company (e.g., an outside vendor, consultant or client). Conduct prohibited by this Article VI is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business related social events.

a. Equal Employment Opportunity

It is the policy of the Company to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, national origin, religion, age, sexual orientation, gender, marital status, disability or any other characteristic protected by applicable Federal, state, or local law. The Company's employment practices and decisions adhere to the principles of non-discrimination and equal employment opportunity. All personnel involved in hiring, promotion, transfers, compensation, benefits, termination and all other terms and conditions of employment are made aware of their responsibilities in support of these corporate goals.

b. Non-Discrimination Policy

The Company is committed to a work environment in which all individuals are treated with respect and dignity. Each Employee has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the Company expects that all relationships among persons in the office will be free of bias, prejudice and harassment.

c. Anti-Harassment Policy

The Company is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, the Company will not tolerate unlawful harassment of Employees by anyone, including any supervisor, co-worker or third party. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based on a person's race, color, national origin, religion, age, sexual orientation, gender, marital status, disability or other protected characteristic, that (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities. Harassment will not be tolerated.

Harassment may include derogatory remarks, epithets, offensive jokes, intimidating or hostile acts, the display of offensive printed, visual or electronic material, or offensive physical actions. Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors, or other physical, verbal or visual conduct based on sex constitutes harassment when (1) submission to the conduct is required as a term or condition of employment or is the basis for employment action, or (2) the conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive workplace. Sexual harassment may include propositions, innuendo, suggestive comments or unwelcome physical contact.

d. Retaliation

The Company prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an Employee for reporting discrimination or harassment or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

e. Reporting an Incident of Harassment, Discrimination or Retaliation

The Company strongly urges the timely reporting of all incidents of harassment, discrimination or retaliation regardless of the offender's identity or position. Individuals should file their complaints with their immediate supervisor, the Chief Financial Officer or any member of senior management before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of one of the other designated representatives identified above. To the fullest extent practicable, the Company will maintain the confidentiality of those involved, consistent with the need to investigate alleged harassment and take appropriate action. Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately.

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure.

VII. INTERACTING WITH GOVERNMENT

a. Prohibition on Gifts to Government Officials and Employees

The various branches and levels of government have different laws restricting gifts, including meals, entertainment, transportation and lodging, which may be provided to government officials and government employees. Employees are prohibited from providing gifts, meals or anything of value to government officials or employees or members of their families without prior written approval from the Chief Financial Officer.

b. Political Contributions and Activities

Laws of certain jurisdictions prohibit the use of Company funds, assets, services, or facilities on behalf of a political party or candidate. Payments of corporate funds to any political party, candidate or campaign may be made only if permitted under applicable law and approved in writing and in advance by the Chief Financial Officer.

Employees' work time may be considered the equivalent of a contribution by the Company. Therefore, Employees will not be paid by the Company for any time spent running for public office, serving as an elected official or campaigning for a political candidate. The Company will not compensate or reimburse Employees, in any form, for a political contribution that Employees intend to make or have made.

c. Lobbying Activities

Laws of some jurisdictions require registration and reporting by anyone who engages in a lobbying activity. Generally, lobbying includes: (1) communicating with any member or employee of a legislative branch of government for the purpose of influencing legislation; (2) communicating with certain government officials for the purpose of influencing government action; or (3) engaging in research or other activities to support or prepare for such communication.

In order for the Company to comply with lobbying laws, Employees must notify the Chief Financial Officer before engaging in any activity on behalf of the Company that might be considered "lobbying" as described above.

d. Bribery of Foreign Officials

Company policy, the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA") and the laws of many other countries prohibit the Company and its officers, employees and agents from giving or offering to give money or anything of value to a foreign official, a foreign political party, a party official or a candidate for political office in order to influence official acts or decisions of that person or entity, to obtain or retain business, or to secure any improper advantage.. A foreign official is an officer or employee of a government or any department, agency, or instrumentality thereof, or of certain international agencies, such as the World Bank or the United Nations, or any person acting in an official capacity on behalf of one of those entities. Officials of government-owned corporations are considered to be foreign officials.

Payments need not be in cash to be illegal. The FCPA prohibits giving or offering to give "anything of value." Over the years, many non-cash items have been the basis of bribery prosecutions, including travel expenses, golf outings, automobiles, and loans with favorable interest rates or repayment terms. Indirect payments made through agents, contractors, or other third parties are also prohibited. Employees may not avoid liability by "turning a blind eye" when circumstances indicate a potential violation of the FCPA.

VIII. REPORTING CONCERNS

This policy requires Employees to report any breaches of law, rules, regulations, this Code, any Company policy, including but not limited to the Company's ***Insider Trading and Confidentiality Policy*** or the Company's ethical standards, without fear of retaliation.

In addition, violations of applicable Federal securities laws, whether actual, known, apparent or suspected, should be reported promptly to the Chief Financial Officer, a member of the Board of Director or any other person the Company may designate. It is imperative that reporting persons not conduct their own preliminary investigations. Investigations of alleged violations may involve complex legal issues, and an Employee acting on his own may compromise the integrity of an investigation and adversely affect both Employees and the Company.

Any reports of violations will be treated confidentially to the extent permitted by law and reasonably possible, and investigated promptly and appropriately. Any such reports may also be submitted anonymously. Employees are encouraged to consult the Chief Financial Officer with respect to any transaction that may violate this Code and to refrain from any action or transaction that might lead to the appearance of a violation. Any retaliation against an individual who reports a violation is prohibited and constitutes a further violation of this Code.

IX. VIOLATIONS OF THIS CODE

Violations of this Code and other policies and procedures of the Company could subject the Employee to disciplinary action, including termination of employment. If the violation of this Code also constitutes a violation of law or regulations, the violator may be subject to legal penalties, including the loss of any professional license, fines and other penalties.

X. WAIVERS OF THIS CODE

Any waiver of any provision of this Code for executive officers or directors of the Company may only be made by the Board of Directors and will be promptly disclosed as required by applicable securities law and/or stock exchange rules.

XI. AMENDMENTS AND MODIFICATIONS

The Board of Directors with the Chief Financial Officer will periodically review the adequacy of this Code and the effectiveness of its implementation and shall make amendments or modifications as necessary. All material amendments and modifications shall be subject to the final approval of the Company's management and its Board of Directors as necessary.

List of Subsidiaries

1061806 BC LTD. (“Callco”), a British Columbia corporation and a wholly owned subsidiary of the Registrant.

1062024 B.C. LTD. (“Exchangeco”), a company existing under the laws of the Province of British Columbia and a subsidiary of Callco.

iMedical Innovation Inc., a company existing under the laws of Canada and a wholly owned subsidiary of Exchangeco.

Exhibit 31

BIOTRICITY INC.

CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Waqaas Al-Siddiq, certify that:

1. I have reviewed this Annual Report on Form 10-K of Biotricity Inc.;

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

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

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

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

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

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

(d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

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

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

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

Date: April 13, 2016

/s/ Waqaas Al-Siddiq
Waqaas Al-Siddiq
Chief Executive Officer
(principal executive officer)

Exhibit 32

BIOTRICITY INC.

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

In connection with the Annual Report on Form 10-KT of Biotricity Inc. (the "Company") for the transition period ending December 31, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Waqaas Al-Siddiq, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

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

Date: April 13, 2016

/s/ Waqaas Al-Siddiq
Waqaas Al-Siddiq
Chief Executive Officer
(principal executive officer)

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement") is made as of the 12th day of April 2016 (the "**Effective Date**"), by and between **BIOTRICITY INC.**, a Nevada corporation (the "**Employer**") and **WAQAAS AL-SIDDIQ** (the "**Executive**").

RECITALS

WHEREAS the Employer and the Executive have agreed to enter into this Agreement to formalize in writing the terms and conditions reached between them governing the Executive's employment with the Employer;

NOW THEREFORE in consideration of the covenants in this Agreement and for other consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

ARTICLE I
COMMENCEMENT AND TERM

1.01 Term
The term of this Agreement shall commence on and shall be effective from the Effective Date and shall continue until terminated hereunder.

ARTICLE II
ASSIGNMENT

2.01 Position
The Executive shall be employed by the Employer in Toronto, ON as a member of the senior management team in the position of Chief Executive Officer ("**CEO**") of the Employer. The Executive shall report directly to the board of directors of the Employer (the "**Board**").

2.02 Duties
The Executive shall perform the duties and exercise the powers that are normally performed or exercised by a CEO in a comparable corporation, subject to applicable laws, including but not limited to overseeing all operations of the Employer, being responsible for product management and the development of corporate technology, maintaining corporate timelines for projects, and any other duties as may be determined from time to time by the Board. In addition, the Executive shall exercise such powers as prescribed by the Board but subject to the By-Laws of the Employer. The Executive acknowledges that the nature of the Executive's position and duties may require frequent travel and frequent performance of work at irregular times acting reasonably.

2.03 Director Position
During the Executive's employment, the Executive agrees to serve as a Director of the Employer in the role of Chairman, for so long as the Executive is nominated and elected therefore.

ARTICLE III
REMUNERATION

3.01 Salary
The Employer shall pay the Executive during the term of this Agreement an annual base salary of $240,000, subject to the increases below (“**Annual Base Salary**”). The Executive's Annual Base Salary shall be paid in accordance with the Employer's customary payroll practices and shall be pro-rated for any partial year or month of employment. If the Employer successfully secures an aggregate $6 million or more pursuant to one or more arm's length, third-party debt or equity financings, the Executive’s Annual Base Salary shall increase to $300,000, and to be confirmed in writing. During the Employment Period, the Annual Base Salary shall be reviewed at least annually by the Board. Any increase in the Annual Base Salary shall not serve to limit or reduce any other obligation to the Executive under this Agreement. The Annual Base Salary shall not be reduced after any such increase (unless otherwise agreed to by the Executive) and the term “Annual Base Salary” as utilized in this Agreement shall refer to the Annual Base Salary as so increased or adjusted.

3.02 Annual Bonus
The Executive shall be eligible to receive a minimum annual bonus of 50% of the Executive’s Annual Base Salary for the prior year based on the Executive’s individual performance and the achievement of corporate objectives as determined by the Board. Objectives will be defined by the Board and provided to the Executive at the start of every annual period. The Employer shall pay the bonus on an annual basis within sixty (60) days after Board approval. In order to receive a bonus payout, the Executive must be actively employed by the Employer on the date the bonus is paid out, unless the Executive is terminated without cause. For greater certainty, in the event of the cessation of the Executive’s employment with the Employer, the Executive will be deemed to be no longer actively employed as of the date specified in the written notice of termination from the Employer and shall not be deemed to be employed during the period of notice of termination to which the Executive may be entitled under contract, statute, common law or otherwise.

3.03 Stock Options
Within thirty (30) days after the Effective Date, the Employer shall grant the Executive options to purchase 10% of the Employer’s outstanding shares. Such options shall be subject to the terms and conditions of an option agreement between the Executive and the Employer and shall contain such terms and conditions as are mutually agreed to by the Executive and the Employer, including that the options granted to the Executive pursuant to this Section 3.03 shall vest in thirty-six (36) equal installments on a monthly basis, beginning with the month in which the

options are granted. The BOD may from time to time grant additional options based upon the Executive's performance and the objectives set out by the BOD.

3.04 <u>Benefits</u>

The Executive shall be entitled to participate in the Employer's benefit plans generally made available to its employees, including all standard medical benefit plans, in accordance with the terms of such plans.

3.05 <u>Vacation</u>

The Executive shall be entitled to four (4) weeks' paid vacation per calendar year to be taken at a time or times mutually agreeable to the Executive and the Employer, taking into account the Employer's operational needs. Vacation in the first and last years of employment shall be pro-rated based on the period of time actually worked by the Executive for the Employer in the calendar year. Vacation must be taken in the year it is earned. Any vacation in excess of the statutory minimum amount not taken in the year in which it is earned shall be forfeited. At cessation of employment, vacation taken but not yet earned will be deducted from the Executive's final pay owing.

3.06 <u>Reimbursement; Change in Location</u>

(a)

The Employer shall reimburse the Executive for all expenses reasonably and properly incurred in connection with the performance of the Executive's duties during the term of this Agreement, upon being provided with proper vouchers or receipts..

(b)

In addition to Section 2.02 above, if the Employer requires Executive to be assigned to work full-time at a location outside of Toronto, ON or its suburbs, the Employer shall reimburse the Executive for relocation expenses reasonably and actually incurred by the Executive in connection with such relocation, on condition that the Executive submits proper vouchers and receipts to support such expenses. Furthermore, if the Employer requires Executive to be assigned to work full-time at a location outside of Toronto, ON or its suburbs or California, if the Executive does not wish to so relocate, it shall be deemed termination by the Employer without just cause under Section 6.02 of this Agreement.

3.07 <u>Professional Development</u>

Subject to the Board's prior approval, the Employer will pay for or reimburse the Executive for the costs of professional development activities relating to his position and responsibilities hereunder that are completed by the Executive during the term of this Agreement, upon being provided with proper vouchers or receipts.

ARTICLE IV
COVENANTS OF THE EXECUTIVE

4.01 Full Time and Attention

During the Executive's employment, the Executive shall devote such time and attention as is necessary and prudent to perform his duties and responsibilities hereunder and shall well and faithfully serve the Employer and shall use the Executive's best efforts to promote the interests of the Employer. The Executive may engage in other professional activities outside of work hours, including being active in charitable organizations, so long as his activities thereunder do not constitute a violation of any provision of this Agreement and do not result in a significant potential for a true or perceived conflict of interest with respect to the Executive's duties and responsibilities hereunder. Such activities will require disclosure and approval from the Board.

4.02 Duties and Responsibilities

The Executive shall duly and diligently perform all the duties assigned to the Executive while in the employ of the Employer and shall truly and faithfully account for and deliver to the Employer all money, securities and things of value belonging to the Employer which the Executive may from time to time receive for, from or on account of the Employer.

4.03 Rules and Regulations

The Executive shall be bound by and shall faithfully observe and abide by all applicable laws (including but not limited to the securities laws of the United States) as well as the announced rules and regulations of the Employer from time to time in effect or force.

4.04 Conflict of Interest

The Executive shall refrain from any situation in which the Executive's personal interests conflict, or may appear to conflict, with the Executive's duties with the Employer. Accordingly, the Executive shall not participate in the ownership of, have any financial involvement with or work for, any competing business or for any client or potential client of the Employer. The Executive acknowledges that if there is any doubt in this respect, the Executive shall inform the Board and obtain written authorization.

ARTICLE V
RESTRICTIVE COVENANTS

5.01 Definitions

(1) In this Agreement, unless something in the subject matter or context is inconsistent therewith:

(a) "**Business**" means (i) a business in the field of cardiac diagnostic monitoring that provides a remote cardiac monitoring solution to physicians that is insurance reimbursable under Current Procedural Terminology codes and (ii) any business of the Employer in effect from time to time.

(b) "**Confidential Information**" means confidential information of the Employer, including but not limited to trade secrets, customer lists, Intellectual Property and other confidential information concerning the business and affairs of the Employer.

(c) "**Intellectual Property**" means, without limitation, any domestic and foreign: (i) patents, inventions, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions, developments, trade secrets, know-how, methods, processes, designs, technology, technical data, schematics, formulae and client lists, and documentation relating to any of the foregoing; (iii) works of authorship, copyrights, copyright registrations and applications for copyright registration; (iv) designs, design registrations, design registration applications and integrated circuit topographies; (v) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vi) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs; and (vii) any other intellectual property and industrial property and moral rights, title and interest therein, anywhere in the world and whether registered or unregistered or protected or protectable under applicable intellectual property laws,

And as the same related to Section 5.03, which the Executive may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time the Executive is in the employ of the Employer or while providing services to the Employer, including the copyright thereon.

(d) In the context of any action taken by the Executive, the words "**directly or indirectly**" include any action taken by the Executive for the Executive's own benefit or the benefit of any person competing with the Employer, whether taken individually or in partnership or jointly or in conjunction with any person as principal, agent, trustee, employee or shareholder (other than a holding of shares listed on a Canadian or United States stock exchange that does not exceed 5% of the outstanding shares so listed).

5.02 <u>Confidential Information</u>

(1)

The Executive acknowledges that, by reason of the Executive's employment with the Employer, the Executive will have access to Confidential Information. The Executive agrees that, during and after the Executive's employment with the Employer, the Executive shall not disclose to any person, except in the proper course of the Executive's employment with the Employer, or use for the Executive's own purposes or for any purposes other than those of the Employer, any Confidential Information acquired, created or contributed to by the Executive.

(2) Any breach of Section 5.02(1) by the Executive will result in material and irreparable harm to the Employer although it may be difficult for the Employer to establish the monetary value flowing from such harm. The Executive therefore agrees that the Employer, in addition to being entitled to the monetary damages which flow from the breach, will be entitled to injunctive relief in a court of appropriate jurisdiction in the event of any breach by the Executive of Section 5.02(1).

5.03 <u>Intellectual Property</u>

The Executive hereby irrevocably and unconditionally waives all moral rights arising under the *Copyright Act* (Canada) as amended (or any successor legislation of similar effect), the U..S. Copyright Act, as amended (or any successor legislation of similar effect) or similar legislation in any applicable jurisdiction, or at common law, that the Executive may have now or in the future with respect to Intellectual Property, including, without limitation, any right the Executive may have to have the Executive's name associated with the Intellectual Property or to have the Executive's name not associated with the Intellectual Property, any right the Executive may have to prevent the alteration, translation or destruction of the Intellectual Property, and any rights the Executive may have to control the use of the Intellectual Property in association with any product, service, cause or institution. The Executive agrees that this waiver may be invoked by the Employer, and by any of its authorized agents or assignees, in respect of any or all of the Intellectual Property. The Executive further agrees to, promptly, at the request of the Employer, take all such steps and execute all such assignments and other documents as the Employer may reasonably require or consider helpful to effect the assignment and transfer of the Intellectual Property and to protect, obtain or maintain any patents, copyrights, trade-marks or other proprietary rights in the Intellectual Property.

5.04 <u>Non-Competition</u>

(1) At any time during the Executive's employment hereunder and, if the Employer terminates the Executive’s employment for just cause as provided in Section 6.01, the Executive must not, in any manner whatsoever, without the prior written consent of the Employer for a period of twelve (12) months from the date of termination of the Executive's employment, directly or indirectly:

(a) carry on, engage in or be concerned with or interested in; or

(b) lend money to, guarantee the debts or obligations of or permit the Executive's name or any part thereof to be used or employed by any person engaged in or concerned with or interested in,

any entity or person that engages in or contemplates engaging in a business that it the same or similar to the Business.

(2) The Executive acknowledges and confirms that all restrictions in Section 5.04(1) above are reasonable and valid and waives all defenses to the strict enforcement thereof.

5.05 <u>Non-Solicitation</u>

(1) The Executive must not, in any manner whatsoever, without the prior written consent of the Employer, at any time during the Executive's employment hereunder and for a period of twelve (12) months from the date of cessation of the Executive's employment for any reason, directly or indirectly:

(a) induce or endeavor to induce any employee of the Employer to leave his or her employment, whether or not such employee would breach his or her contract of employment by doing so;

(b) employ or attempt to employ or assist any person to employ any employee of the Employer; or

(c) solicit, endeavor to solicit or gain the custom of, canvass or interfere with the Employer's relationships with any person that:

(i) is a customer of the Employer at the date of cessation of the Executive’s employment and with whom the Executive had any dealings on behalf of the Employer in the twelve month (12) period immediately preceding the date of cessation of his employment;

(ii) was a customer of the Employer at any time within twelve (12) months prior to the date of cessation of the Executive’s employment and with whom the Executive had any dealings on behalf of the Employer in the twelve month (12) period immediately preceding the date of cessation of his employment; or

(iii) has been pursued as a prospective customer by or on behalf of the Employer at any time within twelve (12) months prior to the date of cessation of the Executive’s employment and in respect of whom the Executive participated in such pursuit and in respect of whom the Employer has not determined to cease all such pursuit, for the purpose of selling any products or services to the customer or potential customer, or for the purposes of soliciting orders of any products or services from that customer or potential customer, where such products or services are substantially similar to or competitive with the products or services sold by the Employer at the date of cessation of the Executive's employment.

(2) Notwithstanding Section 5.05(1), the Executive must not, in any manner whatsoever, without the prior written consent of the Employer, at any time during the Executive's employment hereunder and for a period of twelve (12) months from the date of cessation of the Executive's employment for any reason, provide any products or services to any customer or potential customer of the Employer with whom the Executive had dealings on behalf

of the Employer in the twelve (12) month period immediately preceding the date of cessation of the Executive's employment, where such products or services are substantially similar to or competitive with the products or services sold by the Employer at the date of cessation of the Executive's employment.

(3) The Executive acknowledges and confirms that all restrictions in Section 5.05(1) and 5.05(2) are reasonable and valid and waives all defenses to the strict enforcement thereof.

5.06 Non-Disparagement

The Executive agrees not to make critical, negative or disparaging remarks about the Employer or its management, business or employment practices; provided that nothing in this paragraph shall be deemed to prevent the Executive from responding fully and accurately to any question, inquiry or request for information when required by applicable law or legal process, or to enforce this Agreement. The Employer agrees to direct its officers and directors not to make critical, negative or disparaging remarks about the Executive; provided that nothing in this paragraph shall be deemed to prevent the Employer or its officers or directors from responding fully and accurately to any question, inquiry or request for information when required by applicable law or legal process, or to enforce this Agreement.

5.07 Acknowledgements

The Executive acknowledges that:

(a) the business of the Employer is (or is intended to be) carried on throughout but not limited to North America initially and that the Employer is interested in and solicits or canvasses opportunities (or intends to solicit or canvas opportunities) throughout but not limited to North America initially;

(b) the reputation of the Employer in the industry and its relationships with its current and future customers is or will be deemed to be the result of hard work, diligence and perseverance on behalf of the Employer over an extended period of time;

(c) the nature of the business of the Employer is such that the on-going relationship between the Employer and its customers is material and has a significant effect on the ability of the Employer to continue to obtain business from its customers with respect to both long term and new contracts; and

(d) in light of the foregoing, it is fair, reasonable and necessary for the protection of the value of the Employer and its affiliates that the Executive agrees to the restrictions in this Article V.

ARTICLE VI
TERMINATION OF EMPLOYMENT

6.01 Termination by the Employer for Just Cause

The Employer may terminate the Executive's employment hereunder at any time for just cause without payment of any compensation either by way of anticipated earnings or damages of any kind, except for Annual Base Salary and vacation pay accrued and owing up to the effective date of termination. In the event the Employer terminates the Executive's employment under this Section 6.01, the Executive shall have ninety (90) days after the effective date of termination to exercise any options he holds in the Employer and otherwise in accordance with the terms of any stock option agreement, grant letter or similar document evidencing such options, that vested but are unexercised on or before the effective date of termination. Any unvested options of the Employer held by the Executive on the effective date of termination shall immediately be cancelled on the effective date of termination and shall not be exercisable by the Executive thereafter. The Executive shall not be entitled to any compensation or damages whatsoever arising out of the cancellation of any options. For the purposes of this Agreement, "just cause" shall mean (a) a material breach by the Executive of the terms of this Agreement; (b) a conviction of or plea of guilty or nolo contendere to any felony or any other crime involving dishonesty or moral turpitude, (c) the commission of any act of fraud or dishonesty, or theft of or intentional damage to the property of the Employer, (d) willful or intentional breach of the Executive's fiduciary duties to the Employer, (e) the violation of a material policy of the Employer as in effect from time to time or (f) any act or conduct that would constitute cause at common law.

6.02 Termination by the Employer Without Just Cause

(1) If the Executive's employment is terminated by the Employer for any reason other than for just cause, the Employer shall provide the Executive with:

(a) a severance payment equal to twelve (12) months of the Executive's then Annual Base Salary plus an amount equal to the last annual bonus paid to the Executive pursuant to Section 3.02, less any amounts owing by the Executive to the Employer;

(b) all Annual Base Salary and vacation pay accrued and owing; and

(c) a continuation of the Employer's contributions necessary to maintain the Executive's participation for the minimum period prescribed by applicable employment standards legislation in all group insurance and benefit or pension plans or programs provided to the Executive by the Employer immediately prior to the termination of the Executive's employment. The Executive agrees that the Employer may deduct from any payments hereunder the Executive's benefit plan contributions which were regularly made during the term of this Agreement and the Executive's employment in accordance with the terms of all plans or programs.

(2) If the Executive's employment is terminated by the Employer pursuant to this Section 6.02, the Executive shall have one hundred and eighty (180) days after the effective date of termination to exercise any options he holds in the Employer and otherwise in accordance with the terms of any stock option agreement, grant letter or similar document evidencing such options, that vested but are unexercised on or before the effective date of termination. Any unvested options granted to or held by the Executive on the effective date of termination shall immediately be cancelled on the effective date of termination and shall not be exercisable by the Executive thereafter. The Executive shall not be entitled to any compensation or damages whatsoever arising out of the cancellation of any options.

6.03 Voluntary Resignation
In the event the Executive voluntarily resigns his employment, the Executive shall (a) provide at least one (1) month prior written notice, (b) be entitled only to Annual Base Salary and vacation pay accrued and owing up to the effective date of resignation and (c) have ninety (90) days after the effective date of resignation to exercise any options he holds in the Employer and otherwise in accordance with the terms of any stock option agreement, grant letter or similar document evidencing such options, that vested but are unexercised on or before the effective date of resignation. Any unvested options of the Employer held by the Executive on the effective date of resignation shall immediately be cancelled on the effective date of resignation and shall not be exercisable by the Executive thereafter. The Executive shall not be entitled to any compensation or damages whatsoever arising out of the cancellation of any options.

6.04 Return of Property
Upon any cessation of the Executive's employment under this Agreement for any reason, and as a condition of the Employer paying the Executive any termination payments or benefits required hereunder, the Executive shall at once deliver or caused to be delivered to the Employer all books, documents, effects, money, securities or other property belonging to the Employer or for which the Employer is liable to others, which are in the possession, charge, control or custody of the Executive.

6.05 Release
The Executive acknowledges and agrees that the payments and benefits pursuant to this Article shall be in full satisfaction of all terms of termination of the Executive's employment, including termination pay and severance pay pursuant to any applicable law or legislation, including the *Employment Standards Act*, 2000 (Ontario) as amended from time to time or any other applicable legislation. Except as otherwise provided in this Article, the Executive shall not be entitled to any further termination payments, damages, entitlements or compensation whatsoever unless required by any applicable law or legislation, including the *Employment Standards Act, 2000* (Ontario). As a condition precedent to any payment pursuant to this Article that exceeds the Executive's minimum statutory entitlements, the Executive agrees to deliver to the Employer prior to any such payment, a full and final release from all actions or claims in connection therewith in favor of the Employer, its affiliates, subsidiaries, directors, officers, employees and agents, in a form reasonably satisfactory to the Employer.

ARTICLE VII
DIRECTORS AND OFFICERS

7.01 Resignation
If the Executive is a director or officer at the date of cessation of the Executive’s employment, the Executive agrees that upon termination of, or resignation from, the Executive's employment with the Employer (or upon receiving written notice from the Employer during the Executive's employment directing the Executive to resign immediately as a director and/or officer), the Executive will tender the Executive's resignation from any position the Executive may hold as an officer or director of the Employer or any of its subsidiaries, affiliated or associated companies.

7.02 Indemnity
Subject to the provisions of the *Business Corporations Act* (Ontario) or any other applicable legislation within or without the United States, including the Nevada Revised Statutes, the Employer agrees to indemnify and save the Executive harmless from and against all demands, claims, costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by the Executive in respect of any civil, criminal or administrative action or proceeding to which the Executive is made a party by reason of being or having been a director or officer of the Employer or of any affiliated Employer, whether before or after any termination if:

(a) the Executive acted honestly and good faith with a view to the best interests of the Employer; and
(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Executive had reasonable grounds for believing that the Executive's conduct was lawful.

7.03 Insurance
If the Executive is a director or officer at the relevant time, the Executive shall be covered by comprehensive directors' and officers' liability insurance, which shall be established and maintained by the Employer at its expense. The insurance policies to be maintained by the Employer hereunder may contain customary exclusions from coverage.

ARTICLE VIII
CONTRACT PROVISIONS

8.01 No Breach of Obligation to Others
The Executive acknowledges and represents to the Employer that in carrying out the Executive's duties and functions for the Employer, the Executive will not disclose to the Employer any confidential information of any third party. The Executive acknowledges and represents to the Employer that the Executive has not brought to the Employer nor will the Executive use in the performance of the Executive's duties and functions with the Employer any confidential

materials or property of any third party. The Executive further acknowledges and represents that the Executive is not a party to any agreement with or under any legal obligation to any third party that conflicts with any of the Executive's obligations to the Employer under this Agreement.

8.02 Headings
The headings of the Articles and paragraphs herein are inserted for convenience of reference only and shall not affect the meaning or construction hereof.

8.03 Independent Advice
The Executive confirms that he has had a reasonable opportunity to obtain independent legal advice regarding this Agreement and that the Executive is signing this Agreement freely and voluntarily with full understanding of its contents.

8.04 Governing Law
This Agreement shall be governed and construed in accordance with the laws of the State of Nevada, without regards for the conflict of laws provisions thereof. Each of the parties hereto agrees that any action or proceeding related to this Agreement must be brought in any court of competent jurisdiction in the State of Nevada, and for that purpose hereby submits to the jurisdiction of such courts.

8.05 Entire Agreement
This Agreement, together with the documents referred to herein, constitutes and expresses the whole agreement of the parties hereto with reference to any of the matters or things herein provided for or herein before discussed or mentioned with reference to the Executive's employment, and it cancels and replaces any and all prior understandings and agreements between the Executive and the Employer, including the agreement between the Employer and The Laqa Group Inc. dated as of July 1, 2015. All promises, representations, collateral agreements and understandings not expressly incorporated in this Agreement are hereby superseded by the within Agreement. The Executive acknowledges that neither the Executive nor The Laqa Group Inc. shall be entitled to any compensation in lieu of notice or damages as a result of the termination of any consulting or independent contractor agreement between the Employer and the Executive and/or The Laqa Group Inc.

8.06 Pre-Contractual Representations
The Executive hereby waives any right to assert any claim based on any pre-contractual representations, negligent or otherwise, made by the Employer.

8.07 Severability
If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and

effect. Notwithstanding anything to the contrary herein, if any applicable law or governmental entity shall reduce the time period or scope during which the Executive shall be prohibited from engaging in any competitive or soliciting activity described in this Agreement, the period of time or scope, as the case may be, for which the Executive shall be prohibited shall be reduced to the maximum time or scope permitted by law.

8.08 Notice
Any notice required or permitted to be given under this Agreement shall be in writing and shall be properly given if personally delivered, delivered by facsimile transmission (with confirmation of receipt) or mailed by prepaid registered mail addressed as follows:

(a)
in the case of the Employer:

iMedical Innovations Inc.
75 International Blvd Suite 300
Toronto, ON M9W 6L9
Attention: Board of Directors
Fax No.: •

(b)
in the case of the Executive:

Waqaas Al-Siddiq
33 Elm Dr. W. #PH-2708
Mississauga, ON L5B 4M2

or to the last address of the Executive in the records of the Employer

or to such other address as the parties may from time to time specify by notice given in accordance herewith. Any notice so given shall be conclusively deemed to have been given or made on the day of delivery, if personally delivered, or if delivered by facsimile transmission or mailed as aforesaid, upon the date shown on the facsimile confirmation of receipt or on the postal return receipt as the date upon which the envelope containing such notice was actually received by the addressee.

8.09 Amendments and Waiver
No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

8.10 Successors
This Agreement shall be personal as to the Executive and shall not be assignable by the Executive subject to the terms herein. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of the

Executive and the successors and assigns of the Employer. The Employer may assign this Agreement, in its sole discretion, to any corporate affiliate or Subsidiary of the Employer.

8.11 Taxes and Deductions
All payments under this Agreement shall be subject to withholding of such amounts, if any, relating to tax or other payroll deductions as the Employer may reasonably determine should be withheld pursuant to any applicable law or regulation.

8.12 Currency
All dollar amounts set forth or referred to in this Agreement refer to U.S. currency.

8.13 Counterparts
This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

8.14 Copy of Agreement
The Executive hereby acknowledges receipt of a copy of this Agreement duly executed by the Employer.

8.15 Equitable Remedies

The Executive hereby agrees and acknowledges that it would be extremely difficult to measure the damages that might result from any breach of any of the covenants of the Executive contained herein and that any breach of any of the covenants of the Executive might result in irreparable injury to the business for which monetary damages could not adequately compensate. If a breach of any of the covenants of the Executive occurs, the Employer shall be entitled, in addition to any other rights or remedies the Employer may have at law or in equity, to have an injunction issued by any competent court (without the need to post a bond) enjoining and restricting the Executive and all other parties involved therein from continuing such breach.

8.16 Section 409A

This Agreement is intended to comply with or be exempt from Section 409A of the Code and will be interpreted, administered and operated in a manner consistent with that intent. Notwithstanding anything herein to the contrary, if at the time of the Executive's separation from service with the Employer he is a "specified employee" as defined in Section 409A of the Code (and the regulations thereunder) and any payments or benefits otherwise payable hereunder as a result of such separation from service are subject to Section 409A of the Code, then the Employer will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to the Executive) until the date that is six months following the Executive's separation from service with the Employer (or the earliest date as is permitted under Section 409A of the Code), and the Employer will pay any such delayed amounts in a lump sum at such time. If any other payments of money or other benefits due to the Executive hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Employer, that does not cause such an accelerated or additional tax. To the extent any reimbursements or in-kind benefits due to the Executive under this Agreement constitute "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to the Executive in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). Each payment made under this Agreement shall be designated as a "separate payment" within the meaning of Section 409A of the Code. References to "termination of employment" and similar terms used in this Agreement are intended to refer to "separation from service" within the meaning of Section 409A of the Code to the extent necessary to comply with Section 409A of the Code. Whenever a payment under this Agreement may be paid within a specified period, the actual date of payment within the specified period shall be within the sole discretion of the Employer. In no event may the Executive, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. Any provision in this Agreement providing for any right of offset or set-off by the Employer shall not permit any offset or set-off against payments of "non-qualified deferred compensation" for purposes of Section 409A of the Code or other amounts or payments to the extent that such offset or set-off would result in any violation of Section 409A or adverse tax consequences to the Executive under Section 409A.

[Remainder of page intentionally left blank]

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

BIOTRICITY INC.

By: /s/ Waqaas Al-Siddiq
Name: Waqaas Al-Siddiq
Title: CEO

/s/ Waqaas Al-Siddiq
Waqaas Al-Siddiq

PLS CPA, A Professional Corp.
♦ 4725 MERCURY STREET SUITE 210 ♦ SAN DIEGO ♦ CALIFORNIA 92111 ♦
♦ TELEPHONE (858)722-5953 ♦ FAX (858) 761-0341 ♦ FAX (858) 764-5480
♦ E-MAIL changgpark@gmail.com ♦

April 12, 2016

To Whom It May Concern:

We consent to the incorporation by reference in the transition report on Form 10-K of Biotricity, Inc. (formerly MetaSolutions, Inc.) of our report dated on November 30, 2015 on our audit of the financial statements of Biotricity, Inc. as of August 31, 2015, and the related statements of operation, stockholders' equity and cash flow for the year then ended.

Very truly yours,

/s/ PLS CPA

____
PLS CPA, A Professional Corp.

BIOTRICITY INC.

CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Waqaas Al-Siddiq, certify that:

1. I have reviewed this Annual Report on Form 10-K of Biotricity Inc.;

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

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

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

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

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

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

(d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

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

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

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

Date: April 13, 2016

/s/ Waqaas Al-Siddiq
Waqaas Al-Siddiq
(Principal Financial Officer and Principal Accounting Officer)

BIOTRICITY INC.

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

In connection with the Annual Report on Form 10-KT of Biotricity Inc. (the "Company") for the transition period ending December 31, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Waqaas Al-Siddiq, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

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

Date: April 13, 2016

/s/ Waqaas Al-Siddiq
Waqaas Al-Siddiq
(Principal Financial Officer and Principal Accounting Officer)

SRCO Professional Corporation
Chartered Professional Accountants
Licensed Public Accountants
Park Place Corporate Centre
15 Wertheim Court, Suite 409
Richmond Hill, ON L4B 3H7
Tel: 905 882 9500 & 416 671 7292
Fax: 905 882 9580
Email: sohail.raza@srco.ca
www.srco.ca

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of iMedical Innovations Inc.

We have audited the accompanying balance sheets of iMedical Innovations Inc. [the "Company"] as of December 31, 2015 and 2014, and the related statements of operations and comprehensive loss, stockholders' (deficiency) equity, and cash flows for each of the years in the two-year period ended December 31, 2015. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2015, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the financial statements, the Company has incurred recurring losses from operations and has an accumulated deficit that raise substantial doubt about its ability to continue as a going concern. Management's plans regarding these matters are also described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ *SRCO Professional Corporation*

CHARTERED PROFESSIONAL ACCOUNTANTS
Authorized to practise public accounting by the
Chartered Professional Accountants of Ontario

Richmond Hill, Ontario, Canada
April 12, 2016

iMedical Innovations Inc.

BALANCE SHEETS
(Expressed in US dollars)

	As at December 31, 2015 $	As at December 31, 2014 $
CURRENT ASSETS		
Cash	**410,601**	448,599
Harmonized sales tax recoverable	**36,291**	71,336
Deposits and other receivables	**72,202**	-
Total current assets	**519,094**	519,935
Equipment *[Note 5]*	**-**	-
TOTAL ASSETS	**519,094**	519,935
LIABILITIES AND STOCKHOLDERS' (DEFICIENCY) EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities *[Note 6]*	**413,273**	176,039
Total current liabilities	**413,273**	176,039
Convertible promissory notes *[Note 7]*	**783,778**	-
Derivative liabilities *[Note 8]*	**561,220**	-
TOTAL LIABILITIES	**1,758,271**	176,039
STOCKHOLDERS' (DEFICIENCY) EQUITY		
Preferred stock, no par value, unlimited authorized, no share issued and outstanding as at December 31, 2015 and 2014, respectively *[Note 9]*	**-**	-
Common stock, no par value, unlimited authorized, 18,798,000 and 16,315,500 shares issued and outstanding as at December 31, 2015 and 2014, respectively *[Note 9]*	**4,771,954**	3,959,849
Additional paid-in-capital	**3,235,645**	409,658
Accumulated other comprehensive (loss) income	**(18,002)**	17,311
Accumulated deficit	**(9,228,774)**	(4,042,922)
Total stockholders' (deficiency) equity	**(1,239,177)**	343,896
TOTAL LIABILITIES AND STOCKHOLDERS' (DEFICIENCY) EQUITY	**519,094**	519,935

Commitments *[Note 12]*

Subsequent events *[Note 13]*

See accompanying notes to financial statements

On behalf of the Board:

iMedical Innovations Inc..

STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

(Expressed in US dollars)

	Year ended December 31, 2015 $	Year ended December 31, 2014 $
REVENUE	**-**	-
EXPENSES		
General and administrative expenses *[Notes 9 and 11]*	**3,986,550**	873,541
Research and development expenses *[Note 12]*	**1,143,453**	832,661
TOTAL OPERATING EXPENSES	**5,130,003**	1,706,202
Accretion expense *[Note 7]*	**59,875**	-
Change in fair value of derivative liabilities *[Note 8]*	**(4,026)**	-
NET LOSS BEFORE INCOME TAXES	**(5,185,852)**	(1,706,202)
Income taxes *[Note 10]*	**-**	-
NET LOSS	**(5,185,852)**	(1,706,202)
Translation adjustment	**(35,313)**	3,050
COMPREHENSIVE LOSS	**(5,221,165)**	(1,703,152)
LOSS PER SHARE, BASIC AND DILUTED	**(0.32)**	(0.12)
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING	**16,167,781**	14,409,314

See accompanying notes to financial statements

iMedical Innovations Inc.

STATEMENTS OF STOCKHOLDERS' (DEFICIENCY) EQUITY

(Expressed in US dollars)

	Common stock		Additional paid-in-capital	Accumulated other comprehensive (loss) income	Accumulated deficit	Total
	Shares	Amount				
		$	$	$	$	$
Balance, December 31, 2013	10,517,500	2,424,646	-	14,261	(2,336,720)	102,187
Issuance of shares for cash *[Note 9]*	1,170,000	545,278	-	-	-	545,278
Issuance of shares for services *[Note 9]*	142,000	66,179	-	-	-	66,179
Issuance of warrants for services *[Note 9]*	-	-	400,335	-	-	400,335
Acquisition of net liabilities and shares outstanding – reverse merger *[Notes 1 and 9]*	3,300,000	-	(237,348)	-	-	(237,348)
Issuance of shares and warrants for cash *[Note 9]*	1,036,000	857,558	246,671	-	-	1,104,229
Exercise of warrants for cash *[Note 9]*	150,000	66,188	-	-	-	66,188
Translation adjustment	-	-	-	3,050	-	3,050
Net loss	-	-	-	-	(1,706,202)	(1,706,202)
Balance, December 31, 2014	16,315,500	3,959,849	409,658	17,311	(4,042,922)	343,896
Exercise of warrants or cash *[Note 9]*	750,000	686,975	20,221	-	-	707,196
Cancellation of shares *[Note 9]*	(1,100,000)	(89)	-	-	-	(89)
Stock based compensation *[Note 9]*	-	-	2,257,953	-	-	2,257,953
Issuance of warrants for services *[Note 9]*	-	-	672,749	-	-	672,749
Cancellation of warrants *[Note 9]*	-	124,936	(124,936)	-	-	-
Exercise of stock option plan *[Note 9]*	2,832,500	283	-	-	-	283
Translation adjustment	-	-	-	(35,313)	-	(35,313)
Net loss	-	-	-	-	(5,185,852)	(5,185,852)
Balance, December 31, 2015	18,798,000	4,771,954	3,235,645	(18,002)	(9,228,774)	(1,239,177)

iMedical Innovations Inc.

STATEMENTS OF CASH FLOWS

(Expressed in US dollars)

	Year ended December 31, 2015 $	Year ended December 31, 2014 $
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	**(5,185,852)**	(1,706,202)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock based compensation	**2,257,953**	-
Depreciation	**-**	9,051
Issuance of shares for consulting services	**-**	66,179
Accretion expense	**59,875**	-
Change in fair value of derivatives liabilities	**(4,026)**	-
Issuance of warrants for services	**672,749**	400,335
Changes in operating assets and liabilities:		
Harmonized sales tax recoverable	**25,437**	(73,578)
Deposits and other receivables	**(77,740)**	-
Accounts payable and accrued liabilities	**287,629**	(77,570)
Net cash used in operating activities	**(1,963,975)**	(1,381,785)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of shares, net	**-**	1,649,507
Proceeds from issuance of convertible promissory notes, net	**1,289,149**	-
Proceeds from exercise of warrants	**707,196**	66,188
Proceeds from exercise of stock option	**283**	-
Net cash provided by financing activities	**1,996,628**	1,715,695
Effect of foreign currency translation	**(70,651)**	(1,067)
Net increase in cash during the year	**32,653**	333,910
Cash, beginning of year	**448,599**	115,756
Cash, end of year	**410,601**	448,599

See accompanying notes to financial statements

1. NATURE OF OPERATIONS

iMedical Innovations Inc. [the "Company" or "iMed"] was incorporated on July 3, 2014 under the laws of the Province of Ontario, Canada. The Company is engaged in research and development activities within the remote monitoring segment of preventative care. The Company is focused on a realizable healthcare business model that has an existing market and commercialization pathway. As such, its efforts to date have been devoted in building technology that enables access to this market through the development of a tangible product.

Sensor Mobility Inc. ["Sensor"] was incorporated on July 22, 2009 under the laws of the Province of Ontario, Canada. Sensor was also engaged in research and development activities within the remote monitoring segment of preventative care.

On August 11, 2014, all the stockholders of Sensor entered into a series of roll over agreements for the sale of their shares to iMedical Innovations Inc. in accordance with section 85 (1) of the Income Tax Act (Canada). Pursuant to these agreements, all the stockholders of Sensor received twice the number of shares of iMed in exchange for their shares in Sensor. Accordingly, iMed issued 11,829,500 shares in exchange for 5,914,750 shares of Sensor, which were subsequently cancelled as a result of amalgamation. The amalgamation became effective from November 21, 2014, pursuant to approval by Canada Revenue Agency. Immediately prior to the Amalgamation, iMed had net liabilities of $237,348 and 3,300,000 outstanding shares of common stock, which are presented in the financial statements.

As the former stockholders of Sensor became the majority stockholders of iMed after amalgamation, this transaction has been accounted for as a reverse merger and was treated as an acquisition of iMed (legal acquirer) and a recapitalization of Sensor (accounting acquirer). As Sensor was the accounting acquirer, the results of its operations carried over. Consequently, the assets and liabilities and the historical operations reflected in the financial statements for the periods prior to November 21, 2014, are those of Sensor and are recorded at historical cost basis. Effective from November 21, 2014, the Company's financial statements include the assets, liabilities and operations of iMed.

2. BASIS OF PRESENTATION AND MEASUREMENT

The financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and are expressed in United States dollars ("USD")..

3. GOING CONCERN

The financial statements have been prepared on a going concern basis, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. The Company has incurred recurring losses from operations and as at December 31, 2015 and December 31, 2014 had accumulated deficit of $9,228,774 and $4,042,922, respectively. Management anticipates the Company will attain profitable status and improve its liquidity through continued business development and additional debt or equity investment in the Company. Management is pursuing various sources of financing.
On October 31, 2015, the Company engaged an agent to act as exclusive financial advisor to the Company with respect to assisting the Company in its capital raising efforts as well as assisting the Company in the review of potential financing alternatives available to it and to provide recommendations with respect to the options available to it for meeting its capital needs. Under the engagement agreement, the agent will represent the Company as the sole or lead placement agent, underwriter, book-runner or similar representation in its efforts to obtain financing of up to $12 million in the form of a private placement, public offering, whether in one or a series of transactions, in a private or public offering of equity, convertible debt or equity, equity linked securities or any other securities.

The Company's continued existence is dependent upon its ability to continue to execute its operating plan and to obtain additional debt or equity financing. There can be no assurance that the necessary debt or equity financing will be available, or will be available on terms acceptable to the Company, in which case the Company may be unable to meet its obligations. Should the Company be unable to realize its assets and discharge its liabilities in the normal course of business, the net realizable value of its assets may be materially less than the amounts recorded in the financial statements. The financial statements do not include any adjustments relating to the recoverability of recorded asset amounts that might be necessary should the Company be unable to continue in existence.

4. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash

Cash includes cash on hand and balances with banks.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Areas involving significant estimates and assumptions include: deferred income tax assets and related valuation allowance, accruals and valuation of warrants and stock options. Actual results could differ from those estimates. These estimates are reviewed periodically, and, as adjustments become necessary, they are reported in earnings in the period in which they become known.

Earnings (Loss) Per Share

The Company has adopted the Financial Accounting Standards Board's ("FASB") Accounting Standards Codification ("ASC") Topic 260-10 which provides for calculation of "basic" and "diluted" earnings per share. Basic earnings per share includes no dilution and is computed by dividing net income or loss available to common stockholders by the weighted average number of common shares outstanding for the period. Diluted earnings per share reflect the potential dilution of securities that could share in the earnings of an entity. Diluted earnings per share exclude all potentially dilutive shares if their effect is anti-dilutive. There were no potentially dilutive shares outstanding as at December 31, 2015 and 2014.

Foreign Currency Translation

The functional currency of the Company is Canadian dollar. Transactions denominated in currencies other than the functional currency are translated into the functional currency at the exchange rates prevailing at the dates of the transaction. Monetary assets and liabilities denominated in foreign currencies are translated using the exchange rate prevailing at the balance sheet date. Non-monetary assets and liabilities are translated using the historical rate on the date of the transaction. All exchange gains or losses arising from translation of these foreign currency transactions are included in net income (loss) for the year. The translation gains and losses resulting from the changes in exchange rates are reported in accumulated other comprehensive gain (loss).

Equipment

Equipment are stated at cost less accumulated depreciation and depreciated over their estimated useful lives at the following rate and method.

Furniture and fixtures	3 year straight line
Computer equipment	3 year straight line

Routine repairs and maintenance are expensed as incurred. Improvements, that are betterments, are capitalized at cost. The Company applies a half-year rule in the year of acquisition.

Impairment of Long-Lived Assets

In accordance with ASC 360-10, the Company, on a regular basis, reviews the carrying amount of long-lived assets for the existence of facts or circumstances, both internally and externally, that suggest impairment. The Company determines if the carrying amount of a long-lived asset is impaired based on anticipated undiscounted cash flows, before interest, from the use of the asset. In the event of impairment, a loss is recognized based on the amount by which the carrying amount exceeds the fair value of the asset. Fair value is determined based on appraised value of the assets or the anticipated cash flows from the use of the asset or asset group, discounted at a rate commensurate with the risk involved.

Fair Value of Financial Instruments

ASC 820 defines fair value, establishes a framework for measuring fair value and expands required disclosure about fair value measurements of assets and liabilities. ASC 820-10 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820-10 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

- Level 1 – Valuation based on quoted market prices in active markets for identical assets or liabilities.
- Level 2 – Valuation based on quoted market prices for similar assets and liabilities in active markets.
- Level 3 – Valuation based on unobservable inputs that are supported by little or no market activity, therefore requiring management's best estimate of what market participants would use as fair value.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the asset or liability.

Fair value estimates discussed herein are based upon certain market assumptions and pertinent information available to management. The respective carrying value of certain on-balance-sheet financial instruments approximated their fair values due to the short-term nature of these instruments or interest rates that are comparable to market rates. These financial instruments include cash and accounts payable. The Company's cash, which is carried at fair value, is classified as a Level 1 financial instrument. The Company's bank accounts are maintained with financial institutions of reputable credit, therefore, bear minimal credit risk.

Income Taxes

The Company accounts for income taxes in accordance with ASC 740. The Company provides for federal and provincial income taxes payable, as well as for those deferred because of the timing differences between reporting income and expenses for financial statement purposes versus tax purposes. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the carrying amount of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Deferred tax assets and liabilities are measured using the enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recoverable or settled. The effect of a change in tax rates is recognized as income or expense in the period of the change.. A valuation allowance is established, when necessary, to reduce deferred income tax assets to the amount that is more likely than not to be realized.

Research and Development

Research and development costs, which relate primarily to product and software development, are charged to operations as incurred. Under certain research and development arrangements with third parties, the Company may be required to make payments that are contingent on the achievement of specific developmental, regulatory and/or commercial milestones. Before a product receives regulatory approval, milestone payments made to third parties are expensed when the milestone is achieved**.** Milestone payments made to third parties after regulatory approval is received are capitalized and amortized over the estimated useful life of the approved product.

Stock Based Compensation

The Company accounts for share-based payments in accordance with the provision of ASC 718, which requires that all share-based payments issued to acquire goods or services, including grants of employee stock options, be recognized in the statement of operations based on their fair values, net of estimated forfeitures. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Compensation expense related to share-based awards is recognized over the requisite service period, which is generally the vesting period.

The Company accounts for stock based compensation awards issued to non-employees for services, as prescribed by ASC 718-10, at either the fair value of the services rendered or the instruments issued in exchange for such services, whichever is more readily determinable, using the guidelines in ASC 505-50. The Company issues compensatory shares for services including, but not limited to, executive, management, accounting, operations, corporate communication, financial and administrative consulting services.

Operating Leases

The Company leases office space and certain office equipment under operating lease agreements. The lease term begins on the date of initial possession of the leased property for purposes of recognizing lease expense on a straight-line basis over the term of the lease. Lease renewal periods are considered on a lease-by-lease basis and are generally not included in the initial lease term.

Convertible Notes Payable and Derivative Instruments

The Company accounts for conversion options embedded in convertible notes in accordance with ASC 815. ASC 815 generally requires companies to bifurcate conversion options embedded in convertible notes from their host instruments and to account for them as free standing derivative financial instruments. ASC 815 provides for an exception to this rule when convertible notes, as host instruments, are deemed to be conventional, as defined by ASC 815-40.

The Company accounts for convertible notes deemed conventional and conversion options embedded in non-conventional convertible notes which qualify as equity under ASC 815, in accordance with the provisions of ASC 470-20, which provides guidance on accounting for convertible securities with beneficial conversion features. Accordingly, the Company records, as a discount to convertible notes, the intrinsic value of such conversion options based upon the differences between the fair value of the underlying common stock at the commitment date of the note transaction and the effective conversion price embedded in the note. Debt discounts under these arrangements are amortized over the term of the related debt.

Recently Issued Accounting Pronouncements

In June 2014, the FASB issued Accounting Standards Update ASU 2014-10, "Development Stage Entities". The amendments in this update remove the definition of a development stage entity from the Master Glossary of the ASC thereby removing the financial reporting distinction between development stage entities and other reporting entities from U.S. GAAP. In addition, the amendments eliminate the requirements for development stage entities to (1) present inception-to-date information in the statements of income, cash flows, and shareholder equity, (2) label the financial statements as those of a development stage entity, (3) disclose a description of the development stage activities in which the entity is engaged, and (4) disclose in the first year in which the entity is no longer a development stage entity that in prior years it had' been in the development stage. The Company adopted this amendment beginning from January 1, 2014. The amendments in this update were applied retrospectively.

In May 2014, an accounting pronouncement was issued by the FASB to clarify existing guidance on revenue recognition. This guidance includes the required steps to achieve the core principle that a company should recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This pronouncement is effective for fiscal years and interim periods beginning after December 15, 2017, with early adoption permitted. The guidance permits the use of one of two retrospective transition methods. The Company has not yet selected a transition method nor have determined the effect that the adoption of the pronouncement may have on its financial position and/or results of operations.

On January 1, 2015, the Company adopted the accounting pronouncement issued by the FASB updating existing guidance on discontinued operations. This guidance raises the threshold for a disposal to qualify as a discontinued operation and requires new disclosures of both discontinued operations and certain other disposals that do not meet the definition of a discontinued operation. This pronouncement is aimed at reducing the frequency of disposals reported as discontinued operations by focusing on strategic shifts that have or will have a major effect on an entity's operations and financial results. The Company will consider this guidance in conjunction with future disposals, if any.

In April 2015, an accounting pronouncement was issued by the FASB to update the guidance related to the presentation of debt issuance costs. This guidance requires debt issuance costs, related to a recognized debt liability, be presented in the balance sheet as a direct deduction from the carrying amount of the related debt liability rather than being presented as an asset. This pronouncement is effective retrospectively for fiscal years beginning after December 15, 2015, with early adoption permitted. The Company intend to adopt this pronouncement on January 1, 2016, and the adoption will not have a material impact on its financial position and/or results of operations.

In September 2015, an accounting pronouncement was issued by the FASB which eliminates the requirement that an acquirer in a business combination account for measurement-period adjustments retrospectively. Instead, an acquirer will recognize a measurement-period adjustment during the period in which it determines the amount of the adjustment. This pronouncement is effective for fiscal years beginning after December 15, 2015, with early adoption permitted. The Company intend to adopt this pronouncement on January 1, 2016, and the adoption will not have a material impact on its financial position and/or results of operations.

In November 2015, an accounting pronouncement was issued by the FASB to simplify the presentation of deferred income taxes within the balance sheet. This pronouncement eliminates the requirement that deferred tax assets and liabilities are presented as current or noncurrent based on the nature of the underlying assets and liabilities. Instead, the pronouncement requires all deferred tax assets and liabilities, including valuation allowances, be classified as noncurrent. This pronouncement is effective for fiscal years beginning after December 15, 2016, with early adoption permitted. The Company intend to adopt this pronouncement on January 1, 2017, and the adoption will not have a material impact on its financial position and/or results of operations.

5. EQUIPMENT

	As at December 31, 2015 $	**As at December 31, 2014 $**
Furniture	41,272	41,272
Computer equipment	27,826	27,826
Total cost	69,098	69,098
Less: Accumulated depreciation	(69,098)	(69,098)
	-	-

6. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

	As at December 31, 2015 $	**As at December 31, 2014 $**
Trade accounts payable	274,055	130,913
Accrued liabilities	139,218	45,126
	413,273	176,039

7. CONVERTIBLE PROMISSORY NOTES

Pursuant to a term sheet offering of $2,000,000, the Company during the year ended December 31, 2015 issued convertible promissory notes to various accredited investors amounting to $1,368,978. These notes have a maturity date of 24 months and carry annual interest rate of 11%. The note holders have the right until any time until the note is fully paid, to convert any outstanding and unpaid principal portion of the note, and accrued interest, into fully paid and non-assessable shares of Common Stock. The note has a conversion price initially set at $1.78. Upon any future financings completed by the Company, the conversion price will reset to 75% of the future financing pricing. These notes do not contain prepayment penalties upon redemption. These debentures are secured by all of the present and after acquired property of the Company.
However, the Company can force conversion of these notes, if during the term of the agreement, the Company completes a public listing and the Common Share price exceeds the conversion price for at least 20 consecutive trading days. At the closing of the Notes, the Company issued cash (7%) and warrants (7% of the number of Common Shares into which the Notes may be converted) to a brokers.. The brokers receive 3% in cash and warrants for those investors in the Presidents List. The warrants have a term of 24 months and a similar reset provision based on future financings.

The embedded conversion features and reset feature in the notes and broker warrants have been accounted for as a derivative liability based on FASB guidance (refer Note 8).

The details of the outstanding convertible promissory notes are as follows:

	$
Face value of convertible promissory notes issued during the year	1,368,978
Discount recognised at issuance due to embedded derivatives	(479,479)
Cash issuance costs	(79,829)
Fair value of broker warrants at issuance	(85,767)
Accretion expense for the year	59,875
Accreted value of convertible promissory notes as at December 31, 2015	**783,778**

The Company incurred $79,829 in cash as issuance costs and issued 43,161broker warrants. The cash issuance costs and fair value of these warrants at issuance have been adjusted against the liability and accreted over the term of these notes using an effective interest rate ranging from 20.5% to 30.5%.

As explained in detail in Note 13, all outstanding convertible promissory notes were exchanged/adjusted pursuant to Exchange Agreement effective February 2, 2016.

8. DERIVATIVE LIABILITIES

In connection with the sale of debt or equity instruments, the Company may sell options or warrants to purchase our common stock. In certain circumstances, these options or warrants may be classified as derivative liabilities, rather than as equity. Additionally, the debt or equity instruments may contain embedded derivative instruments, such as embedded derivative features which in certain circumstances may be required to be bifurcated from the associated host instrument and accounted for separately as a derivative instrument liability.

The Company's derivative instrument liabilities are re-valued at the end of each reporting period, with changes in the fair value of the derivative liability recorded as charges or credits to income in the period in which the changes occur. For options, warrants and bifurcated embedded derivative features that are accounted for as derivative instrument liabilities, the Company estimates fair value using either quoted market prices of financial instruments with similar characteristics or other valuation techniques. The valuation techniques require assumptions related to the remaining term of the instruments and risk-free rates of return, our current common stock price and expected dividend yield, and the expected volatility of our common stock price over the life of the option.

The derivative liabilities arising from convertible promissory notes and related issuance of broker warrants are as follows:

	Convertible notes	**Broker warrants**	**Total**
	$	**$**	**$**
Derivative fair value at issuance	479,479	85,767	565,246
Change in fair value of derivatives	1,473	(5,499)	(4,026)
Derivative liabilities as at December 31, 2015	**480,952**	**80,268**	**561,220**

The lattice methodology was used to value the convertible notes issued and the related broker warrants, with the following assumptions:

Assumptions	December 31 2015
Dividend yield	0.00%
Risk-free rate for term	0.33%-0.72%
Volatility	98%-100%
Remaining terms (years)	1.72-2
Stock price ($ per share)	2

9. STOCKHOLDERS' (DEFICIENCY) EQUITY

Authorized stock

Until August 11, 2014, the Company was authorized to issue unlimited number of Class "A" preferred shares, optionally redeemable at a price to be agreed by the stockholders, with no par value and unlimited number of Class "A" common shares and Class "B" common shares with no par value. Class A preferred shares were classified as equity as they did not meet the requirements of mandatorily redeemable financial instruments pursuant to ASC 480.

On August 11, 2014, the Company's Articles of Association were amended thereby consolidating various classes of shares which were then issued into common shares and changing the Company's authorized shares to unlimited number of common shares and an unlimited number of preferred shares.

Issued and outstanding stock

During April 2014, Sensor entered into agreements for issuance of warrants against services with four of its then stockholders and issued 475,000 warrants (previously 237,500 warrants) entitling those stockholders to purchase one common share (previously preferred class A share) against each warrant at an exercise price of $0.46 per warrant to be exercised within one year from the issuance date. The fair value of the warrants on the issuance date was $400,335, which is included as consulting charges in general and administrative expenses during the year ended December 31, 2014 with corresponding credit to additional paid-in-capital. The fair value has been estimated using a multi-nomial lattice model with an expected life of 365 days, dividend yield of 0%, stock price of $0.46, a risk free rate of 0.06% and expected volatility of 105%, determined based on comparable companies historical volatilities.

Pursuant to roll over agreements dated August 11, 2014, as described in Note 1, all the above warrants which were issued by Sensor were cancelled and were reissued by iMedical Innovations Inc.

During June and July 2014, Sensor issued 1,170,000 common shares (previously 585,000 Class "A" preferred shares) through various subscription agreements issue at price of $0.47 for aggregate cash proceeds of $545,278.

During July 2014, Sensor issued 142,000 common shares (previously 71,000 Class "A" preferred shares) for consulting services at fair value of $0.47 per share, determined based on recent private placements.. Accordingly, the Company recognized $66,179 as consulting expenses, which are included in general and administrative expenses during the year ended December 31, 2014 with corresponding credit to common stock.

As described in Note 1, On August 11, 2014, all the stockholders of Sensor entered into a series of roll over agreements for the sale of their shares to iMedical Innovations Inc. in accordance with section 85 (1) of the Income Tax Act (Canada). Pursuant to these agreements, all the stockholders of Sensor received twice the number of shares of iMed in exchange for their shares in Sensor. Accordingly, iMed issued 11,829,500 shares in exchange for 5,914,750 shares of Sensor, which were subsequently cancelled as a result of amalgamation. The amalgamation became effective from November 21, 2014, pursuant to approval by Canada Revenue Agency. Immediately prior to Amalgamation, iMed had net liabilities of $237,348 and 3,300,000 outstanding shares of common stock, which are presented in the financial statements.

During November 2014, iMed issued 1,036,000 units at an exercise price of $1.10 and received gross cash proceeds of $1,142,837 (net proceeds of $1,104,229). Each unit comprised of 1,036,000 common shares and 1,554,000 warrants to be exercised at $1.10 within 120 to 270 days from the date of issuance. In connection with the proceeds received, the Company paid in cash $38,609 as finder's fees and issued 51,080 broker warrants to be exercised at $1.10 within 365 days from the date of issuance. The fair value of these warrants amounting to $246,671 has been estimated using a multi-nomial lattice model with an expected life of 365 days, dividend yield of 0%, stock price of $1.10, a risk free rate ranging from 0.02% to 0.07% and expected volatility of 89%, determined based on comparable companies historical volatilities. The fair value of these warrants were allocated to cash with corresponding credit to additional paid-in-capital. During May 2015 804,000 warrants expired out of total issuance of 1,554,000, which has resulted in transfer of $124,936 from additional paid-in-capital to common stock.

In addition during November 2014, 150,000 warrants were exercised at a price of $0.44 per share and the Company received cash proceeds of $66,188, which has been credited to common stock.

During March and May 2015, 500,000 warrants were exercised at a price of $1.01 per share and the Company received gross cash proceeds of $500,584 (net proceeds of $470,758). In connection with the proceeds received, the Company paid in cash $35,420 as finder's fees and issued 35,000 broker warrants which were fair valued at $5,594 and were allocated to cash with corresponding credit to additional paid-in-capital. The fair value has been estimated using a multi-nomial lattice model with an expected life of 365 days, dividend yield of 0%, stock price of $1.01, a risk free rate ranging from 0.04% to 1.07% and expected volatility of 94%, determined based on comparable companies historical volatilities.

During May 2015, iMed repurchased 1,100,000 of its outstanding common shares at cost from a related party, by virtue of significant influence. These shares were cancelled upon their repurchase.

During August and September 2015, 250,000 warrants were exercised at a price of $1.05 per share and the Company received gross cash proceeds of $253,800 (net proceeds of $236,438). In connection with the proceeds received, the Company paid in cash $17,362 as finder's fees and issued 17,500 broker warrants which were fair valued at $14,627 and were allocated to cash with corresponding credit to additional paid-in-capital. The fair value has been estimated using a multi-nomial lattice model with an expected life of 24 months, a risk free rate ranging from 0.04% to 1.07%, stock price of $2 and expected volatility in the range of 98% to 100%, determined based on comparable companies historical volatilities.

During September and October 2015, iMed entered into agreements for the issuance for a total of 605,000 warrants against services entitling to purchase one common share against each warrant at an exercise price of $1 per warrant to be exercised within 180 to 730 days from the issuance date. The fair value of the warrants on the issuance date was $672,749, which is included as consulting charges in general and administrative expenses during the year ended December 31, 2015 with corresponding credit to additional paid-in-capital. The fair value has been estimated using a multi-nomial lattice model with an expected life ranging from 180 to 730 days, a risk free rate ranging from 0.04% to 1.07%, stock price of $2, annual attrition rate of 5% and expected volatility in the range of 98% to 100%, determined based on comparable companies historical volatilities.

In addition as explained in detail in Note 13, all outstanding common stock, warrant's and options were exchanged/adjusted pursuant to Exchange Agreement effective February 2, 2016.

Stock-based compensation

On March 30, 2015, the Company approved Directors, Officers and Employees Stock Option Plan, under which it authorized and issued 3,000,000 options. This plan was established to enable the Company to attract and retain the services of highly qualified and experience directors, officers, employees and consultants and to give such person an interest in the success of the Company.

The fair value of each option granted is estimated at the time of grant using multi-nomial lattice model using the following assumptions:

	2015
Exercise price ($)	0.0001
Risk free interest rate	0.04% to 1.07%
Expected term (Years)	10
Expected volatility	94%
Expected dividend yield	0%
Fair value of option ($)	0.74
Expected forfeiture (attritrion) rate	5% to 20%

50% of the grants will either vest immediately or at the time of FDA (Food and Drug Administration) filing date and 50% will vest upon Liquidity Trigger. Liquidity Trigger means the day on which the board of directors resolve in favour of i) the Company is able to raise a certain level of financing; ii) a reverse takeover transaction that results in the Company being a reporting issuer, and iii) initial public offering that results in the Company being a reporting issuer.

These grants will expire on the tenth anniversary of the grant date. The risk free interest rate is based on the yield of U.S. Treasury securities that correspond to the expected holding period of the options. The volatility was determined based on comparable companies' historical volatilities. The expected forfeiture (attrition) rates were based on the position of the employee receiving the options. The dividend yield was based on an expected future dividend rate for the period at the time of grant.

The following table summarizes the stock option activities of the Company:

	Number of options	**Weighted average exercise price ($)**
Granted	3,000,000	0.0001
Exercised	(2,832,500)	0.0001
Outstanding as of December 31, 2015	167,500	0.0001

The fair value of options at the issuance date were determined at $2,257,953 which were fully expensed during the year ended December 31, 2015 based on vesting period and were included in general and administrative expenses with corresponding credit to additional paid-in-capital.

During the year ended December 31, 2015, 2,832,500 options were exercised by those employees who met the vesting conditions as described above..

10. INCOME TAXES

Income taxes

The provision for income taxes differs from that computed at Canadian corporate tax rate of approximately 15.50% (2014 - 15.50%) as follows:

	Year ended December 31, 2015 $	Year ended December 31, 2014 $
Net loss for the year before income taxes	(5,185,852)	(1,706,202)
Expected income tax recovery from net loss	(803,807)	(264,461)
Non-deductible expenses	462,915	72,310
Other temporary differences	(2,859)	(116)
Change in valuation allowance	343,751	192,267
	-	-

Deferred tax assets

	As at December 31, 2015 $	As at December 31, 2014 $
Non-capital loss carry forwards	756,534	404,127
Other temporary differences	23,565	5,870
Change in valuation allowance	(780,099)	(409,997)
	-	-

As of December 31, 2015 and 2014, the Company determined that a valuation allowance relating to above deferred tax asset of the Company was necessary. This determination was based largely on the negative evidence represented by the losses incurred. The Company decided not to recognize any deferred tax asset, as it is not more likely than not to be realized. Therefore, a valuation allowance of $780,099 and $409,997, for the years ended December 31, 2015 and 2014, respectively, was recorded to offset deferred tax assets.

As of December 31, 2015 and 2014, the Company has approximately $4,880,865 and $2,607,270, respectively, of non-capital losses available to offset future taxable income. These losses will expire between 2032 to 2034.

As of December 31, 2015 and 2014, the Company is not subject to any uncertain tax positions.

11. RELATED PARTY TRANSACTIONS

The Company's transactions with related parties were carried out on normal commercial terms and in the course of the Company's business.

Other than those disclosed elsewhere in the financial statements, the related party transactions are as follows:

General and administrative expenses for the years ended December 31, 2015 and 2014 include consulting charges of $Nil, and $66,179, respectively in connection with issuance of shares/warrants to certain stockholders of the Company for their consulting services as explained in Note 9.

In addition, the Company paid consulting charges in cash to its stockholders amounting to $249,145 and $198,611 for the years ended December 31, 2015 and 2014, respectively.

12. COMMITMENTS

a) On September 14, 2014, iMedical finalized an agreement with CardioComm Solutions Inc. ("CardioComm') for the development of a customized software for the ECG. The term of this agreement is later of 5 years or completion of all services from the effective date of agreement, which is September 14, 2014. Pursuant to this agreement, iMedical paid CardioComm a non-refundable royalty advance of $224,775 (CAD 250,000), which was fully expensed during year ended December 31, 2014 as the Company is still under research and development phase. In addition, the Company has committed to pay $584,415 for design of a Windows Operating System ECG Management Software in accordance with an estimated payment schedules for the work performed. During the years ended December 31, 2015 and 2014, Company paid $281,520 and $87,662, which were expensed and included in research and development expenses.

b) On July 4, 2014, iMedical entered into an operating lease contract for its office premises in Mississauga, Ontario for a one year term. The monthly lease payment was $3,910 which was increased to $7,931. The lease agreement also include provisions of Cloud Hosting services at $2,737 per month and telephone and internet services at $1,173 per month.

13. SUBSEQUENT EVENTS

The Company's management has evaluated subsequent events up to April 12, 2016, the date the financial statements were issued, pursuant to the requirements of ASC 855 and has determined the following material subsequent events:

On February 2, 2016, Biotricity Inc., a corporation incorporated under the laws of the State of Nevada (the "Parent" and "Biotricity"), 1061806 BC LTD., a wholly owned subsidiary of Biotricity, and a corporation incorporated under the laws of the Province of British Columbia ("Callco"), 1062024 BC LTD., a subsidiary of Callco and a corporation incorporated under the laws of the Province of British Columbia ("Exchangeco"), iMedical Innovations Inc., a corporation incorporated under the laws of the Province of Ontario ("iMedical") and the Shareholders of iMedical entered into an Exchange Agreement in connection with the closing of the Acquisition Transaction as detailed below:

- Biotricity' s sole existing director resigned and a new director who is the sole director of iMedical was appointed to fill the vacancy;
- Biotricity' s sole Chief Executive Officer and sole officer, who beneficially owned 6,500,000 shares of outstanding common stock, resigned from all positions and transferred all of his shares back for cancellation;
- The existing management of iMedical were appointed as executive officers; and

- The existing shareholders of iMedical entered into a transaction whereby their existing common shares of iMedical were exchanged for either (a) a new class of shares that are exchangeable for shares of Biotricity's common stock, or (b) shares of Biotricity's common stock, which (assuming exchange of all such exchangeable shares) would equal in the aggregate a number of shares of Biotricity's common stock that constitute 90% of Biotricity's issued and outstanding shares..

In addition, effective on the closing date of the acquisition transaction:

- Biotricity issued approximately 1.197 shares of its common stock in exchange for each common share of iMedical held by iMedical shareholders who in general terms, are not residents of Canada (for the purposes of the Income Tax Act (Canada);
- Shareholders of iMedical who in general terms, are Canadian residents (for the purposes of the Income Tax Act (Canada)) received approximately 1.197 Exchangeable Shares in the capital of Exchangeco in exchange for each common share of iMedical held;
- Each outstanding option to purchase common shares in iMedical (whether vested or unvested) was exchanged, without any further action or consideration on the part of the holder of such option, for approximately 1.197 economically equivalent replacement options with an inverse adjustment to the exercise price of the replacement option to reflect the exchange ratio of approximately 1.197:1;
- Each outstanding warrant to purchase common shares in iMedical was adjusted, in accordance with the terms thereof, such that it entitles the holder to receive approximately 1.197 shares of the common stock of Biotricity for each Warrant, with an inverse adjustment to the exercise price of the Warrants to reflect the exchange ratio of approximately 1.197:1
- Each outstanding advisor warrant to purchase common shares in iMedical was adjusted, in accordance with the terms thereof, such that it entitles the holder to receive approximately 1.197 shares of the common stock of Biotricity for each Advisor Warrant, with an inverse adjustment to the exercise price of the Advisor Warrants to reflect the exchange ratio of approximately 1.197:1; and
- The outstanding 11% secured convertible promissory notes of iMedical were adjusted, in accordance with the adjustment provisions thereof, as and from closing, so as to permit the holders to convert (and in some circumstances permit the Company to force the conversion of) the Convertible Debentures into shares of the common stock of Biotricity at a 25% discount to purchase price per share in Biotricity's our next offering.

As a result, Biotricity's management have determined to treat the acquisition as a reverse merger and recapitalization for accounting purposes, with iMedical as the acquirer for accounting purposes.

v3.3.1.900

Document and Entity Information - USD ($)	12 Months Ended Dec. 31, 2015	Jun. 30, 2015
Document and Entity Information:		
Entity Registrant Name	BIOTRICITY INC.	
Document Type	10-K	
Document Period End Date	Dec. 31, 2015	
Trading Symbol	btcy	
Amendment Flag	false	
Entity Central Index Key	0001630113	
Current Fiscal Year End Date	--12-31	
Entity Common Stock, Shares Outstanding	9,000,000	
Entity Public Float		$ 0
Entity Filer Category	Smaller Reporting Company	
Entity Current Reporting Status	Yes	
Entity Voluntary Filers	No	
Entity Well-known Seasoned Issuer	No	
Document Fiscal Year Focus	2015	
Document Fiscal Period Focus	FY	

X
- Definition
If the value is true, then the document is an amendment to previously- filed/accepted document.
+ References
No definition available.
+ Details
Name: dei_AmendmentFlag
Namespace Prefix: dei_
Data Type: xbrli:booleanItemType
Balance Type: na
Period Type: duration

X
- Definition
End date of current fiscal year in the format - - MM- DD.
+ References
No definition available.
+ Details
Name: dei_CurrentFiscalYearEndDate
Namespace Prefix: dei_
Data Type: xbrli:gMonthDayItemType
Balance Type: na
Period Type: duration

X
- Definition
This is focus fiscal period of the document report. For a first quarter 2006 quarterly report, which may also provide financial information from prior periods, the first fiscal quarter should be given as the fiscal period focus. Values: FY, Q1,
Q2, Q3, Q4, H1, H2, M9, T1, T2, T3, M8, CY.
+ References
No definition available.
+ Details
Name: dei_DocumentFiscalPeriodFocus
Namespace Prefix: dei_
Data Type: dei:fiscalPeriodItemType
Balance Type: na
Period Type: duration

X
- Definition
This is focus fiscal year of the document report in CCYY format. For a 2006 annual report, which may also provide financial information from prior periods, fiscal 2006 should be given as the fiscal year focus. Example: 2006.
+ References
No definition available.
+ Details
Name: dei_DocumentFiscalYearFocus
Namespace Prefix: dei_
Data Type: xbrli:gYearItemType
Balance Type: na
Period Type: duration

X
- Definition
The end date of the period reflected on the cover page if a periodic report. For all other reports and registration statements containing historical data, it is the date up through which that historical data is presented. If there is no historical data in the report, use the filing date. The format of the date is CCYY- MM- DD.
+ References
No definition available.
+ Details
Name: dei_DocumentPeriodEndDate
Namespace Prefix: dei_
Data Type: xbrli:dateItemType
Balance Type: na
Period Type: duration

X
- Definition
The type of document being provided (such as 10- K, 10- Q, 485BPOS, etc). The document type is limited to the same value as the supporting SEC submission type, or the word "Other".
+ References
No definition available.
+ Details
Name: dei_DocumentType
Namespace Prefix: dei_
Data Type: dei:submissionTypeItemType

Balance Type: na
Period Type: duration

X
- Definition
A unique 10- digit SEC- issued value to identify entities that have filed disclosures with the SEC. It is commonly abbreviated as CIK.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation 12B
- Number 240
- Section 12b
- Subsection 1
+ Details
Name: dei_EntityCentralIndexKey
Namespace Prefix: dei_
Data Type: dei:centralIndexKeyItemType
Balance Type: na
Period Type: duration

X
- Definition
Indicate number of shares or other units outstanding of each of registrant's classes of capital or common stock or other ownership interests, if and as stated on cover of related periodic report. Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument.
+ References
No definition available.
+ Details
Name: dei_EntityCommonStockSharesOutstanding
Namespace Prefix: dei_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X
- Definition
Indicate "Yes" or "No" whether registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrants were requiredto file such reports), and (2) have been subject to such filing requirements for the past 90 days. This information should bebased on the registrant's current or most recent filing containing the related disclosure.
+ References
No definition available.
+ Details
Name: dei_EntityCurrentReportingStatus
Namespace Prefix: dei_
Data Type: dei:yesNoItemType
Balance Type: na
Period Type: duration

X
- Definition
Indicate whether the registrant is one of the following: (1) Large Accelerated Filer, (2) Accelerated Filer, (3) Nonaccelerated Filer, (4) Smaller Reporting Company (Non- accelerated) or (5) Smaller Reporting Accelerated Filer. Definitions of these categories are stated in Rule 12b- 2 of the Exchange Act. This information should be based on the registrant's current or most recent filing containing the related disclosure.
+ References
No definition available.
+ Details
Name: dei_EntityFilerCategory
Namespace Prefix: dei_
Data Type: dei:filerCategoryItemType
Balance Type: na
Period Type: duration

X
- Definition
State aggregate market value of voting and non- voting common equity held by non- affiliates computed by reference to price at which the common equity was last sold, or average bid and asked price of such common equity, as of the last business day of registrant's most recently completed second fiscal quarter. The public float should be reported on the cover page of the registrants form 10K.
+ References
No definition available.
+ Details
Name: dei_EntityPublicFloat
Namespace Prefix: dei_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X
- Definition
The exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation 12B
- Number 240
- Section 12b
- Subsection 1
+ Details
Name: dei_EntityRegistrantName
Namespace Prefix: dei_
Data Type: xbrli:normalizedStringItemType
Balance Type: na
Period Type: duration

X
- Definition
Indicate "Yes" or "No" if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.
+ References

No definition available.
+ Details
Name: dei_EntityVoluntaryFilers
Namespace Prefix: dei_
Data Type: dei:yesNoItemType
Balance Type: na
Period Type: duration

X
- Definition
Indicate "Yes" or "No" if the registrant is a well- known seasoned issuer, as defined in Rule 405 of the Securities Act. Is used on Form Type: 10- K, 10- Q, 8- K, 20- F, 6- K, 10- K/A, 10- Q/A, 20- F/A, 6- K/A, N- CSR, N- Q, N- 1A.
+ References
No definition available.
+ Details
Name: dei_EntityWellKnownSeasonedIssuer
Namespace Prefix: dei_
Data Type: dei:yesNoItemType
Balance Type: na
Period Type: duration

X
- Definition
Trading symbol of an instrument as listed on an exchange.
+ References
No definition available.
+ Details
Name: dei_TradingSymbol
Namespace Prefix: dei_
Data Type: xbrli:normalizedStringItemType
Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: fil_DocumentAndEntityInformationAbstract
Namespace Prefix: fil_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Biotricity, Inc. - Balance Sheets - USD ($)		Dec. 31, 2015	Aug. 31, 2015
Current Assets:			
Cash		$ 114	$ 4,410
Prepaid expense and other		8,558	14,338
TOTAL CURRENT ASSETS		$ 8,672	$ 18,748
OTHER ASSETS:			
Deferred offering expense			
Intangible asset, net			
Total Other Assets			
Total Assets		$ 8,672	$ 18,748
Current Liabilities:			
Accounts payable		50,000	180,650
Accrued compensation and other		6,500	48,000
Loans- unrelated parties			33,672
TOTAL LIABILITIES		$ 56,500	$ 262,322
Stockholders' Deficiency:			
Preferred stock	[1]		
Common stock	[2]	$ 9,000	$ 9,000
Additional paid-in capital		13,300	13,300
Accumulated deficit		(70,128)	(265,874)
TOTAL STOCKHOLDERS' DEFICIENCY		(47,828)	(243,574)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIENCY		$ 8,672	$ 18,748

[1] $0.001 par value; 1,000,000 shares authorized, none issued and outstanding

[2] $0.001 par value; 100,000,000 shares authorized, 9,000,000 shares issued and outstanding at December 31, 2015 and August 31, 2015, respectively.

X

- Definition

Carrying value as of the balance sheet date of liabilities incurred (and for which invoices have typically been received) and payable to vendors for goods and services received that are used in an entity's business.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 944
- SubTopic 210
- Section S99
- Paragraph 1
- Subparagraph (SX 210.7- 03.15(a))
- URI http://asc.fasb.org/extlink&oid=6879938&loc=d3e572229- 122910

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB

X
- Definition
Carrying value as of the balance sheet date of liabilities incurred (and for which invoices have typically been received) and payable to vendors for goods and services received that are used in an entity's business.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 944
- SubTopic 210
- Section S99
- Paragraph 1
- Subparagraph (SX 210.7- 03.15(a))
- URI http://asc.fasb.org/extlink&oid=6879938&loc=d3e572229- 122910

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 942
- SubTopic 210
- Section S99
- Paragraph 1
- Subparagraph (SX 210.9- 03.15(5))
- URI http://asc.fasb.org/extlink&oid=6876686&loc=d3e534808- 122878
+ Details
Name: us- gaap_AccountsPayableCurrentAndNoncurrent
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X
- Definition
Carrying value as of the balance sheet date of obligations incurred and payable, pertaining to costs that are statutory in nature, are incurred on contractual obligations, or accumulate over time and for which invoices have not yet been received or will not be rendered. Examples include taxes, interest, rent and utilities. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer).
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.20)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682
+ Details
Name: us- gaap_AccruedLiabilitiesCurrent
Namespace Prefix: us- gaap_

Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X
- Definition
Excess of issue price over par or stated value of the entity's capital stock and amounts received from other transactions involving the entity's stock or stockholders. Includes adjustments to additional paid in capital. Some examples of such adjustments include recording the issuance of debt with a beneficial conversion feature and certain tax consequences of equity instruments awarded to employees. Use this element for the aggregate amount of additional paid- in capital associated with common and preferred stock. For additional paid- in capital associated with only common stock, use the element additional paid in capital, common stock. For additional paid- in capital associated with only preferred stock, use the element additional paid in capital, preferred stock.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.30(a)(1))
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 31
- Article 5
+ Details
Name: us- gaap_AdditionalPaidInCapital
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X
- Definition
Sum of the carrying amounts as of the balance sheet date of all assets that are recognized. Assets are probable future economic benefits obtained or controlled by an entity as a result of past transactions or events.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.18)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 03
- Paragraph 12
- Article 7
+ Details
Name: us- gaap_Assets
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X
- Definition
Sum of the carrying amounts as of the balance sheet date of all assets that are expected to be realized in cash, sold, or consumed within one year (or the normal operating cycle, if longer). Assets are probable future economic benefits obtained or controlled by an entity as a result of past transactions or events.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.9)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section 45
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=28358313&loc=d3e6801- 107765

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10

- Section 45
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=28358313&loc=d3e6676- 107765

+ Details

Name: us- gaap_AssetsCurrent
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X

- References

No definition available.

+ Details

Name: usgaap_AssetsCurrentAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X

- Definition

Amount of currency on hand as well as demand deposits with banks or financial institutions. Includes other kinds of accounts that have the general characteristics of demand deposits. Excludes cash and cash equivalents within disposal group and discontinued operation.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Glossary Cash
- URI http://asc.fasb.org/extlink&oid=6506951

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.1)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

+ Details

Name: us- gaap_Cash
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X
- Definition
Aggregate par or stated value of issued nonredeemable common stock (or common stock redeemable solely at the option of the issuer). This item includes treasury stock repurchased by the entity. Note: elements for number of nonredeemable common shares, par value and other disclosure concepts are in another section within stockholders' equity.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.29)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 30
- Article 5
+ Details
Name: us- gaap_CommonStockValue
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X
- Definition
Specific incremental costs directly attributable to a proposed or actual offering of securities which are deferred at the end of the reporting period.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.8)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 340
- SubTopic 10
- Section S99
- Paragraph 1

- URI http://asc.fasb.org/extlink&oid=27011391&loc=d3e105025- 122735

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Staff Accounting Bulletin (SAB)
- Number Topic 5
- Section A

+ Details

Name: us- gaap_DeferredOfferingCosts
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X

- Definition

Sum of the carrying amounts as of the balance sheet date of all liabilities that are recognized. Liabilities are probable future sacrifices of economic benefits arising from present obligations of an entity to transfer assets or provide services to other entities in the future.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.19- 26)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

+ Details

Name: us- gaap_Liabilities
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X

- Definition

Amount of liabilities and equity items, including the portion of equity attributable to noncontrolling interests, if any.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.32)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC

- Name Regulation S- X (SX)
- Number 210
- Section 03
- Paragraph 25
- Article 7

+ Details

Name: us- gaap_LiabilitiesAndStockholdersEquity
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X
- References

No definition available.

+ Details

Name: usgaap_LiabilitiesCurrentAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition

Carrying value as of the balance sheet date of portion of long- term loans payable due within one year or the operating cycle if longer.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.20)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

+ Details

Name: us- gaap_LoansPayableCurrent
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X
- Definition

The aggregate carrying amounts, as of the balance sheet date, of assets not separately disclosed in the balance sheet.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10

- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.17)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 03
- Paragraph 10
- Article 7

+ Details
Name: us- gaap_OtherAssets
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X
- References
No definition available.
+ Details
Name: usgaap_OtherAssetsAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition
The net carrying amount as of the balance sheet date of other indefinite- lived and finite- lived intangible assets that are
not separately presented on the statement of financial position.
+ References
No definition available.
+ Details
Name: us- gaap_OtherIntangibleAssetsNet
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X
- Definition
Aggregate par or stated value of issued nonredeemable preferred stock (or preferred stock redeemable solely at the option of the issuer). This item includes treasury stock repurchased by the entity. Note: elements for number of nonredeemable preferred shares, par value and other disclosure concepts are in another section within stockholders' equity.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.3- 04)
- URI http://asc.fasb.org/extlink&oid=27012166&loc=d3e187085- 122770

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.28)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 29
- Article 5
+ Details
Name: us- gaap_PreferredStockValue
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X
- Definition
Amount of asset related to consideration paid in advance for costs that provide economic benefits in future periods, and amount of other assets.
+ References
No definition available.
+ Details
Name: usgaap_PrepaidExpenseAndOtherAssets
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X
- Definition
The cumulative amount of the reporting entity's undistributed earnings or deficit.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.31(a)(3))
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 04
- Article 3
+ Details
Name: us- gaap_RetainedEarningsAccumulatedDeficit
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X
- Definition
Total of all stockholders' equity (deficit) items, net of receivables from officers, directors, owners, and affiliates of the entity which are attributable to the parent. The amount of the economic entity's stockholders' equity attributable to the parent excludes the amount of stockholders' equity which is allocable to that ownership interest in subsidiary equity which is not attributable to the parent (noncontrolling interest, minority interest). This excludes temporary equity and is sometimes called permanent equity.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 310
- SubTopic 10
- Section S99
- Paragraph 2
- Subparagraph (SAB TOPIC 4.E)
- URI http://asc.fasb.org/extlink&oid=27010918&loc=d3e74512- 122707

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1

- Subparagraph (SX 210.5- 02.29- 31)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Staff Accounting Bulletin (SAB)
- Number Topic 4
- Section E

+ Details

Name: us- gaap_StockholdersEquity
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X

- References

No definition available.

+ Details

Name: usgaap_StockholdersEquityAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Statement of Financial Position - Parenthetical - $ / shares	**Dec. 31, 2015**	**Aug. 31, 2015**
Statement of Financial Position		
Preferred Stock, Par Value	$ 0.001	$ 0.001
Preferred Stock, Shares Authorized	1,000,000	1,000,000
Preferred Stock, Shares Issued	0	0
Preferred Stock, Shares Outstanding	0	0
Common Stock, Par Value	$ 0.001	$ 0.001
Common Stock, Shares Authorized	100,000,000	100,000,000
Common Stock, Shares Issued	9,000,000	9,000,000
Common Stock, Shares Outstanding	9,000,000	9,000,000

X
- Definition
Face amount or stated value per share of common stock.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.29)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 30
- Article 5
+ Details
Name: usgaap_CommonStockParOrStatedValuePerShare
Namespace Prefix: us- gaap_
Data Type: num:perShareItemType
Balance Type: na
Period Type: instant

X
- Definition
The maximum number of common shares permitted to be issued by an entity's charter and bylaws.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10

- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.29)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 30
- Article 5

+ Details

Name: us- gaap_CommonStockSharesAuthorized
Namespace Prefix: us- gaap_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X

- Definition

Total number of common shares of an entity that have been sold or granted to shareholders (includes common shares that were issued, repurchased and remain in the treasury). These shares represent capital invested by the firm's shareholders and owners, and may be all or only a portion of the number of shares authorized. Shares issued include shares outstanding and shares held in the treasury.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.29)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 30
- Article 5

+ Details

Name: us- gaap_CommonStockSharesIssued
Namespace Prefix: us- gaap_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X
- Definition
Number of shares of common stock outstanding. Common stock represent the ownership interest in a corporation.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section 50
- Paragraph 2
- URI http://asc.fasb.org/extlink&oid=6928386&loc=d3e21463- 112644

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.29)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.3- 04)
- URI http://asc.fasb.org/extlink&oid=27012166&loc=d3e187085- 122770

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 30
- Article 5
+ Details
Name: us- gaap_CommonStockSharesOutstanding
Namespace Prefix: us- gaap_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X
- Definition
Face amount or stated value per share of preferred stock nonredeemable or redeemable solely at the option of the issuer.
+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.28)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 29
- Article 5

+ Details

Name: us- gaap_PreferredStockParOrStatedValuePerShare
Namespace Prefix: us- gaap_
Data Type: num:perShareItemType
Balance Type: na
Period Type: instant

X
- Definition

The maximum number of nonredeemable preferred shares (or preferred stock redeemable solely at the option of the issuer) permitted to be issued by an entity's charter and bylaws.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.28)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 29
- Article 5

+ Details

Name: us- gaap_PreferredStockSharesAuthorized
Namespace Prefix: us- gaap_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X
- Definition
Total number of nonredeemable preferred shares (or preferred stock redeemable solely at the option of the issuer) issued to shareholders (includes related preferred shares that were issued, repurchased, and remain in the treasury). May be all or portion of the number of preferred shares authorized. Excludes preferred shares that are classified as debt.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.28)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 29
- Article 5
+ Details
Name: us- gaap_PreferredStockSharesIssued
Namespace Prefix: us- gaap_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X
- Definition
Aggregate share number for all nonredeemable preferred stock (or preferred stock redeemable solely at the option of the issuer) held by stockholders. Does not include preferred shares that have been repurchased.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.28)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 29
- Article 5

+ Details
Name: usgaap_PreferredStockSharesOutstanding
Namespace Prefix: us- gaap_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X
- References
No definition available.
+ Details
Name: usgaap_StatementOfFinancialPositionAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Biotricity, Inc. - Statements of Operations - USD ($)	4 Months Ended Dec. 31, 2015	12 Months Ended Aug. 31, 2015
Income Statement		
Service Revenue		
Expenses:		
Officer compensation	$ 4,500	$ 18,000
Audit and accounting expense	10,000	3,587
Software development costs	6,800	23,200
Consulting services	15,550	34,500
Travel and business development	1,231	10,311
Public company expense	19,767	810
Other expense	187	405
Total Expenses	58,035	90,813
Other income- debt forgiveness	254,031	
Income/(loss) before provision for income tax	195,996	(90,813)
Provision for minimum state franchise tax	250	
Net income/(loss)	$ 195,746	$ (90,813)
Basic and diluted income/(loss) per share	$ 0.02	$ (0.02)
Weighted average common shares outstanding- basic and diluted	9,000,000	5,313,699

X
- Definition
Public company expense.
+ References
No definition available.
+ Details
Name: fil_ProvisionForMinimumStateFranchiseTax
Namespace Prefix: fil_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
Represents the monetary amount of Public company expense, during the indicated time period.
+ References
No definition available.
+ Details
Name: fil_PublicCompanyExpense
Namespace Prefix: fil_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
Business development involves the development of products and services, their delivery, design and their implementation. Business development includes a number of techniques designed to grow an economic enterprise. Such techniques include, but are not limited to, assessments of marketing opportunities and target markets, intelligence gathering on customers and competitors, generating leads for possible sales, follow- up sales activity, formal proposal writing and business model design. Business development involves evaluating a business and then realizing its full potential, using such tools as marketing, sales, information management and customer service.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 225
- SubTopic 10
- Section S99
- Paragraph 2
- Subparagraph (SX 210.5- 03.6)
- URI http://asc.fasb.org/extlink&oid=26872669&loc=d3e20235- 122688

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 03
- Paragraph 2
- Article 5
+ Details
Name: us- gaap_BusinessDevelopment
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
Decrease for amounts of indebtedness forgiven by the holder of the debt instrument.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.4- 08.(f))
- URI http://asc.fasb.org/extlink&oid=26873400&loc=d3e23780- 122690
+ Details
Name: us- gaap_DebtInstrumentDecreaseForgiveness
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
Amount before tax of (gain) loss recognized for the (reversal of write- down) write- down to fair value, less cost to sell, of a discontinued operation.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 205
- SubTopic 20
- Section 50
- Paragraph 1
- Subparagraph (b)
- URI http://asc.fasb.org/extlink&oid=51717284&loc=d3e1361- 107760

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 205
- SubTopic 20
- Section 45
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=51716988&loc=d3e957- 107759

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 205
- SubTopic 20
- Section 45
- Paragraph 3B
- URI http://asc.fasb.org/extlink&oid=51716988&loc=SL51721525- 107759
+ Details
Name: us- gaap_DiscontinuedOperationProvisionForLossGainOnDisposalBeforeIncomeTax
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
The amount of net income or loss for the period per each share in instances when basic and diluted earnings per share are the same amount and reported as a single line item on the face of the financial statements. Basic earnings per share is the amount of net income or loss for the period per each share of common stock or unit outstanding during the reporting period. Diluted earnings per share includes the amount of net income or loss for the period available to each share of common stock or common unit outstanding during the reporting period and to each share or unit that would have been outstanding assuming the issuance of common shares or units for all dilutive potential common shares or units outstanding during the reporting period.
+ References
No definition available.
+ Details
Name: us- gaap_EarningsPerShareBasicAndDiluted
Namespace Prefix: us- gaap_

Data Type: num:perShareItemType
Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_IncomeStatementAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition
The portion of profit or loss for the period, net of income taxes, which is attributable to the parent.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Glossary Net Income
- URI http://asc.fasb.org/extlink&oid=51831255

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 28
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3602- 108585

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 944
- SubTopic 225
- Section S99
- Paragraph 1
- Subparagraph (SX 210.7- 04.19)
- URI http://asc.fasb.org/extlink&oid=6879464&loc=d3e573970- 122913

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 260
- SubTopic 10
- Section 50
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=6371337&loc=d3e3550- 109257

Reference 5: http://www.xbrl.org/2003/role/presentationRef

- Publisher FASB
- Name Accounting Standards Codification
- Topic 225
- SubTopic 10
- Section S99
- Paragraph 2
- Subparagraph (SX 210.5- 03.18)
- URI http://asc.fasb.org/extlink&oid=26872669&loc=d3e20235- 122688

Reference 6: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 944
- SubTopic 225
- Section S99
- Paragraph 1
- Subparagraph (SX 210.7- 04.22)
- URI http://asc.fasb.org/extlink&oid=6879464&loc=d3e573970- 122913

Reference 7: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Glossary Other Comprehensive Income
- URI http://asc.fasb.org/extlink&oid=51831270

Reference 8: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 03
- Paragraph 19
- Article 5

Reference 9: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 04
- Paragraph 20
- Article 9

+ Details

Name: us- gaap_NetIncomeLoss
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: duration

X
- Definition
Expenditures for salaries of officers. Does not include allocated share- based compensation, pension and post-retirement benefit expense or other labor- related non- salary expense. For commercial and industrial companies, excludes any direct and overhead labor that is included in cost of goods sold.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 225
- SubTopic 10
- Section S99
- Paragraph 2
- Subparagraph (SX 210.5- 03.4)
- URI http://asc.fasb.org/extlink&oid=26872669&loc=d3e20235- 122688
+ Details
Name: us- gaap_OfficersCompensation
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
This element represents a sum total of expenses not separately reflected on the income statement for the period.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 944
- SubTopic 225
- Section S99
- Paragraph 1
- Subparagraph (SX 210.7- 04.7)
- URI http://asc.fasb.org/extlink&oid=6879464&loc=d3e573970- 122913

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 225
- SubTopic 10
- Section S99
- Paragraph 2
- Subparagraph (SX 210.5- 03.4,6)
- URI http://asc.fasb.org/extlink&oid=26872669&loc=d3e20235- 122688
+ Details
Name: us- gaap_OtherExpenses
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_OtherExpensesAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition
Amount of general expenses not normally included in Other Operating Costs and Expenses.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 225
- SubTopic 10
- Section S99
- Paragraph 2
- Subparagraph (SX 210.5- 03.6)
- URI http://asc.fasb.org/extlink&oid=26872669&loc=d3e20235- 122688
+ Details
Name: us- gaap_OtherGeneralExpense
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
The net amount of other operating income and expenses, the components of which are not separately disclosed on the
income statement, from items that are associated with the entity's normal revenue producing operations.
+ References
No definition available.
+ Details
Name: us- gaap_OtherOperatingIncomeExpenseNet
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: duration

X
- Definition
A fee charged for services from professionals such as doctors, lawyers and accountants. The term is often expanded to include other professions, for example, pharmacists charging to maintain a medicinal profile of a client or customer.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification

- Topic 946
- SubTopic 225
- Section S99
- Paragraph 1
- Subparagraph (SX 210.6- 07.2(a),(b),(c),(d))
- URI http://asc.fasb.org/extlink&oid=6488393&loc=d3e606610- 122999

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 946
- SubTopic 225
- Section 45
- Paragraph 3
- Subparagraph (k)
- URI http://asc.fasb.org/extlink&oid=6488370&loc=d3e13550- 115849

+ Details

Name: us- gaap_ProfessionalFees
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X

- Definition

The aggregate costs incurred (1) in a planned search or critical investigation aimed at discovery of new knowledge with the hope that such knowledge will be useful in developing a new product or service, a new process or technique, or in bringing about a significant improvement to an existing product or process; or (2) to translate research findings or other knowledge into a plan or design for a new product or process or for a significant improvement to an existing product or process whether intended for sale or the entity's use, during the reporting period charged to research and development projects, including the costs of developing computer software up to the point in time of achieving technological feasibility, and costs allocated in accounting for a business combination to in- process projects deemed to have no alternative future use.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 730
- SubTopic 10
- Section 50
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=6420194&loc=d3e21568- 108373

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 985
- SubTopic 20
- Section 50
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=6501960&loc=d3e128462- 111756

+ Details

Name: usgaap_ResearchAndDevelopmentExpense

Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
Amount of revenue recognized from goods sold, services rendered, insurance premiums, or other activities that constitute an earning process. Includes, but is not limited to, investment and interest income before deduction of interest expense when recognized as a component of revenue, and sales and trading gain (loss).
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 225
- SubTopic 10
- Section S99
- Paragraph 2
- Subparagraph (SX 210.5- 03.1)
- URI http://asc.fasb.org/extlink&oid=26872669&loc=d3e20235- 122688
+ Details
Name: us- gaap_Revenues
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: duration

X
- Definition
Average number of shares or units issued and outstanding that are used in calculating basic and diluted earnings per share (EPS).
+ References
No definition available.
+ Details
Name: us- gaap_WeightedAverageNumberOfShareOutstandingBasicAndDiluted
Namespace Prefix: us- gaap_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Biotricity, Inc. - Statements of Stockholders' Deficiency - USD ($)	4 Months Ended Dec. 31, 2015	12 Months Ended Aug. 31, 2015
Balance, Value	$ (243,574)	$ (170,561)
Issuance of common stock, Value		45,000
Deferred offering costs recognized offset to additional paid in capital		(27,200)
Net loss		(90,813)
Net income	195,746	
Balance, Value	(47,828)	(243,574)
Common Stock		
Balance, Value	$ 9,000	$ 4,500
Balance, Shares	9,000,000	4,500,000
Issuance of common stock, Value		$ 4,500
Issuance of common stock, Shares		4,500,000
Balance, Value	$ 9,000	$ 9,000
Balance, Shares	9,000,000	9,000,000
Additional Paid-in Capital		
Balance, Value	$ 13,300	
Issuance of common stock, Value		$ 40,500
Deferred offering costs recognized offset to additional paid in capital		(27,200)
Balance, Value	13,300	13,300
Retained Deficit		
Balance, Value	(265,874)	(175,061)
Net loss		(90,813)
Net income	195,746	
Balance, Value	$ (70,128)	$ (265,874)

X
- Definition
Deferred offering costs paid in cash.
+ References
No definition available.
+ Details
Name: fil_DeferredOfferingCostsRecognizedOffsetToAdditionalPaidInCapital
Namespace Prefix: fil_
Data Type: xbrli:monetaryItemType
BalanceType: credit
PeriodType: duration

X
- Definition
Deferred offering costs recognized offset to additional paid in capital.
+ References
No definition available.
+ Details
Name: fil_NetIncome
Namespace Prefix: fil_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: duration

X
- Definition
The consolidated profit or loss for the period, net of income taxes, including the portion attributable to the noncontrolling interest.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 810
- SubTopic 10
- Section 45
- Paragraph 19
- URI http://asc.fasb.org/extlink&oid=51664549&loc=SL4569616- 111683

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 810
- SubTopic 10
- Section 55
- Paragraph 4K
- URI http://asc.fasb.org/extlink&oid=35736750&loc=SL4591552- 111686

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 810
- SubTopic 10
- Section 50
- Paragraph 1A
- Subparagraph (a),(c)
- URI http://asc.fasb.org/extlink&oid=18733093&loc=SL4573702- 111684

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 810
- SubTopic 10
- Section 55
- Paragraph 4J
- URI http://asc.fasb.org/extlink&oid=35736750&loc=SL4591551- 111686

+ Details
Name: us- gaap_ProfitLoss
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: duration

X
- Definition
Number of shares of stock issued as of the balance sheet date, including shares that had been issued and were previously outstanding but which are now held in the treasury.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section 50
- Paragraph 2
- URI http://asc.fasb.org/extlink&oid=6928386&loc=d3e21463- 112644
+ Details
Name: us- gaap_SharesIssued
Namespace Prefix: us- gaap_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X
- Definition
Number of new stock issued during the period.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section 50
- Paragraph 2
- URI http://asc.fasb.org/extlink&oid=6928386&loc=d3e21463- 112644

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.3- 04)
- URI http://asc.fasb.org/extlink&oid=27012166&loc=d3e187085- 122770

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)

- Number 210
- Section 02
- Paragraph 29, 30
- Article 5

+ Details

Name: usgaap_StockIssuedDuringPeriodSharesNewIssues
Namespace Prefix: us- gaap_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: duration

X

- Definition

Equity impact of the value of new stock issued during the period. Includes shares issued in an initial public offering or a secondary public offering.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section 50
- Paragraph 2
- URI http://asc.fasb.org/extlink&oid=6928386&loc=d3e21463- 112644

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.3- 04)
- URI http://asc.fasb.org/extlink&oid=27012166&loc=d3e187085- 122770

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 29, 30, 31
- Article 5

+ Details

Name: us- gaap_StockIssuedDuringPeriodValueNewIssues
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: duration

X
- Definition
Total of all stockholders' equity (deficit) items, net of receivables from officers, directors, owners, and affiliates of the entity which are attributable to the parent. The amount of the economic entity's stockholders' equity attributable to the parent excludes the amount of stockholders' equity which is allocable to that ownership interest in subsidiary equity which is not attributable to the parent (noncontrolling interest, minority interest). This excludes temporary equity and is sometimes called permanent equity.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 310
- SubTopic 10
- Section S99
- Paragraph 2
- Subparagraph (SAB TOPIC 4.E)
- URI http://asc.fasb.org/extlink&oid=27010918&loc=d3e74512- 122707

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.29- 31)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Staff Accounting Bulletin (SAB)
- Number Topic 4
- Section E
+ Details
Name: us- gaap_StockholdersEquity
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X
- Details
Name: us- gaap_StatementEquityComponentsAxis=usgaap_CommonStockMember
Namespace Prefix:
Data Type: na
Balance Type:
Period Type:

X
- Details
Name: us- gaap_StatementEquityComponentsAxis=usgaap_
AdditionalPaidInCapitalMember
NamespacePrefix:

Data Type: na
Balance Type:
Period Type:

X
- Details
Name: usgaap_
StatementEquityComponentsAxis=fil_RetainedDeficitMember
Namespace Prefix:
Data Type: na
Balance Type:
Period Type:

v3.3.1.900

Biotricity, Inc. - Statements of Cash Flows - USD ($)	4 Months Ended Dec. 31, 2015	12 Months Ended Aug. 31, 2015
Cash flow from operating activities:		
Net income/(loss)	$ 195,746	$ (90,813)
Adjustments to reconcile net income/(loss) to cash (used in) operating activities:		
Debt forgiveness	(254,031)	
Change in prepaid expenses and other	5,780	(14,338)
Change in accounts payable	17,852	60,200
Change in accrued compensation and other	11,000	18,000
Net Cash (used in) operating activities	(23,653)	(26,951)
Cash flows from financing activities:		
Proceeds from sale of common stock		45,000
Deferred offering costs paid in cash		(27,200)
Loans from unrelated parties	20,357	30,061
Payment of loans to unrelated parties	(1,000)	(16,500)
Net Cash provided by financing activities	19,357	31,361
Change in cash	(4,296)	4,410
Cash, beginning of period	4,410	
Cash, end of period	$ 114	$ 4,410
Supplemental disclosure of cash flow information:		
Cash paid for interest		
Cash paid for income taxes		
Non-cash investing and financing activities:		
Stock issued for intangible asset		

X
- Definition
Provision for minimum state franchise tax.
+ References
No definition available.
+ Details
Name: fil_DeferredOfferingCostsPaidInCash
Namespace Prefix:fil_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: duration

X
- References
No definition available.
+ Details

Name: usgaap_AdjustmentsToReconcileNetIncomeLossToCashProvidedByUsedInOperatingActivitiesAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition
Amount of currency on hand as well as demand deposits with banks or financial institutions. Includes other kinds of accounts that have the general characteristics of demand deposits. Also includes short- term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. Excludes cash and cash equivalents within disposal group and discontinued operation.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Glossary Cash
- URI http://asc.fasb.org/extlink&oid=6506951

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section 45
- Paragraph 1
- Subparagraph (a)
- URI http://asc.fasb.org/extlink&oid=28358313&loc=d3e6676- 107765

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 4
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3044- 108585

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Glossary Cash Equivalents
- URI http://asc.fasb.org/extlink&oid=6507016

Reference 5: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.1)

- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682
+ Details
Name: usgaap_CashAndCashEquivalentsAtCarryingValue
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X
- References
No definition available.
+ Details
Name: usgaap_CashFlowNoncashInvestingAndFinancingActivitiesDisclosureAbstract
Namespace
Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition
Amount of increase (decrease) in cash. Cash is the amount of currency on hand as well as demand deposits with banks or financial institutions. Includes other kinds of accounts that have the general characteristics of demand deposits. Includes effect from exchange rate changes.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 830
- SubTopic 230
- Section 45
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=49171198&loc=d3e33268- 110906
+ Details
Name: us- gaap_CashPeriodIncreaseDecrease
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
Net increase or decrease in the carrying amount of the debt instrument for the period for reasons other than accrued but unpaid interest, additional borrowings, forgiveness and repayments.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.4- 08.(f))

- URI http://asc.fasb.org/extlink&oid=26873400&loc=d3e23780- 122690
+ Details
Name: us- gaap_DebtInstrumentIncreaseDecreaseOtherNet
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: duration

X
- Definition
The amount of cash paid during the current period to foreign, federal, state, and local authorities as taxes on income.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 50
- Paragraph 2
- URI http://asc.fasb.org/extlink&oid=6367179&loc=d3e4297- 108586

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 25
- Subparagraph (f)
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3536- 108585
+ Details
Name: us- gaap_IncomeTaxesPaid
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: duration

X
- Definition
The increase (decrease) during the reporting period in the aggregate amount of liabilities incurred (and for which invoices have typically been received) and payable to vendors for goods and services received that are used in an entity's business.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 28
- Subparagraph (a)
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3602- 108585

+ Details
Name: usgaap_IncreaseDecreaseInAccountsPayable
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
The increase (decrease) during the reporting period in the aggregate amount of accrued expenses and other operating obligations not separately disclosed in the statement of cash flows.
+ References
No definition available.
+ Details
Name: us- gaap_IncreaseDecreaseInAccruedLiabilitiesAndOtherOperatingLiabilities
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
Amount of increase (decrease) of consideration paid in advance for other costs that provide economic benefits in future periods.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 28
- Subparagraph (a)
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3602- 108585
+ Details
Name: us- gaap_IncreaseDecreaseInPrepaidExpensesOther
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: duration

X
- Definition
The amount of cash paid for interest during the period.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 50
- Paragraph 2
- URI http://asc.fasb.org/extlink&oid=6367179&loc=d3e4297- 108586

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 25
- Subparagraph (e)
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3536- 108585
+ Details
Name: us- gaap_InterestPaid
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: duration

X
- Definition
Amount of cash inflow (outflow) from financing activities, including discontinued operations. Financing activity cash flows include obtaining resources from owners and providing them with a return on, and a return of, their investment; borrowing money and repaying amounts borrowed, or settling the obligation; and obtaining and paying for other resources obtained from creditors on long- term credit.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 24
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3521- 108585

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 26
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3574- 108585
+ Details
Name: usgaap_NetCashProvidedByUsedInFinancingActivities
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_NetCashProvidedByUsedInFinancingActivitiesAbstract

Namespace Prefix: us- gaap_
Balance Type: na
Period Type: duration

X
- Definition
Amount of cash inflow (outflow) from operating activities, including discontinued operations. Operating activity cash flows include transactions, adjustments, and changes in value not defined as investing or financing activities.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 24
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3521- 108585

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 28
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3602- 108585

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 25
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3536- 108585
+ Details
Name: us- gaap_NetCashProvidedByUsedInOperatingActivities
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_NetCashProvidedByUsedInOperatingActivitiesAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition
The portion of profit or loss for the period, net of income taxes, which is attributable to the parent.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Glossary Net Income
- URI http://asc.fasb.org/extlink&oid=51831255

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 28
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3602- 108585

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 944
- SubTopic 225
- Section S99
- Paragraph 1
- Subparagraph (SX 210.7- 04.19)
- URI http://asc.fasb.org/extlink&oid=6879464&loc=d3e573970- 122913

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 260
- SubTopic 10
- Section 50
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=6371337&loc=d3e3550- 109257

Reference 5: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 225
- SubTopic 10
- Section S99
- Paragraph 2
- Subparagraph (SX 210.5- 03.18)
- URI http://asc.fasb.org/extlink&oid=26872669&loc=d3e20235- 122688

Reference 6: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 944
- SubTopic 225

- Section S99
- Paragraph 1
- Subparagraph (SX 210.7- 04.22)
- URI http://asc.fasb.org/extlink&oid=6879464&loc=d3e573970- 122913

Reference 7: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Glossary Other Comprehensive Income
- URI http://asc.fasb.org/extlink&oid=51831270

Reference 8: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 03
- Paragraph 19
- Article 5

Reference 9: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 04
- Paragraph 20
- Article 9

+ Details

Name: us- gaap_NetIncomeLoss
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: duration

X

- Definition

Cash payments for and related to principal collection on loans related to operating activities.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 25
- Subparagraph (g)
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3536- 108585

+ Details

Name: us- gaap_PaymentsForLoans
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: duration

X
- Definition
The cash inflow from the issuance of common stock, preferred stock, treasury stock, stock options, and other types of equity.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Glossary Financing Activities
- URI http://asc.fasb.org/extlink&oid=6513228

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 14
- Subparagraph (a)
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3255- 108585
+ Details
Name: us- gaap_ProceedsFromIssuanceOrSaleOfEquity
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
Cash received from principal payments made on loans related to operating activities.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 25
- Subparagraph (c)
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3536- 108585
+ Details
Name: us- gaap_ProceedsFromLoans
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
The fair value of stock issued in noncash financing activities.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB

- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 50
- Paragraph 5
- URI http://asc.fasb.org/extlink&oid=6367179&loc=d3e4332- 108586

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=6367179&loc=d3e4304- 108586

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 50
- Paragraph 4
- URI http://asc.fasb.org/extlink&oid=6367179&loc=d3e4313- 108586

+ Details

Name: us- gaap_StockIssued1
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: duration

X

- References

No definition available.

+ Details

Name: usgaap_SupplementalCashFlowInformationAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 1 - Organization	12 Months Ended Dec. 31, 2015

Notes

Note 1 - Organization

NOTE 1 – ORGANIZATION

Biotricity, Inc. (formerly MetaSolutions, Inc.) (the "Company") was incorporated under the laws of the State of Nevada on August 29, 2012. The Company issued 3,500,000 shares of common stock to its founder at inception in exchange for organizational costs. Following its formation, the Company issued 1,000,000 shares of common stock to its founder, as consideration for the purchase of a business plan along with developmental code and software. The founder paid approximately $1,000 for the business plan, software and development code. The acquisition was valued at $1,000.

On December 29, 2015, the Company's founder and sole executive officer and director, and the owner of 4,500,000 shares of the Company's common stock representing 50% of the Company's issued and outstanding common stock, consummated a Securities Purchase Agreement ("SPA") pursuant to which he sold such shares to an unrelated third party for aggregate consideration of $265,100, or approximately $.0589 per share. The third party further purchased 2,015,000 shares of the Company's common stock in a series of private transactions for $0.02 a share from non-affiliates of the Company (the "Non-Affiliate Shares"). Upon completion of the purchase of such shares, the third party owned 6,515,000 shares, or approximately 72.4% of the issued and outstanding common stock of the Company.

On February 2, 2016, the Company entered into an exchange agreement with 1061806 BC LTD. ("Callco"), a British Columbia corporation and wholly owned subsidiary (incorporated on February 2, 2016), 1062024 B.C. LTD., a company existing under the laws of the Province of British Columbia ("Exchangeco"), iMedical Innovation Inc., a company existing under the laws of Canada ("iMedical"), and the former shareholders of iMedical (the "Exchange Agreement"), whereby Exchangeco acquired 100% of the outstanding common shares of iMedical, taking into account certain shares pursuant to the Exchange Agreement. After giving effect to this transaction, the Company acquired all of iMedical's assets and liabilities and commenced operations through iMedical.

The Company is engaged in research and development activities within the remote monitoring segment of preventative care. The Company is focused on a realizable healthcare business model that has an existing market and commercialization pathway. As such, its efforts to date have been devoted in building technology that enables access to this market through the development of a tangible product.

X
- References
No definition available.

+ Details
Name: usgaap_DisclosureTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition
The entire disclosure for organization, consolidation and basis of presentation of financial statements disclosure.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 205
- SubTopic 10
- Section 45
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=35735333&loc=d3e288- 107754

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=51655414&loc=d3e18780- 107790

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 272
- SubTopic 10
- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=6373374&loc=d3e70478- 108055

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 810
- SubTopic 10
- Section 50
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=18733093&loc=d3e5614- 111684

Reference 5: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 205
- SubTopic 10
- Section 50

- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=6359566&loc=d3e326- 107755

+ Details

Name: us- gaap_OrganizationConsolidationAndPresentationOfFinancialStatementsDisclosureTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 2 - Summary of Significant Accounting Policies	12 Months Ended
	Dec. 31, 2015

Notes

Note 2 - Summary of Significant Accounting Policies

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a. Basis of Accounting and Presentation

The Company's financial statements are prepared using the accrual method of accounting. The financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP) and are expressed in United States Dollars ("USD"). The Company elected an August 31, year-end. The Company, and its board of directors, on February 2, 2016 approved a change in its year-end to December 31 (see Note 10 – Subsequent Events).

b. Cash Equivalents

For purposes of the balance sheet and statement of cash flows, the Company considers all highly liquid instruments with maturity of three months or less at the time of issuance to be cash equivalents.

c. Stock-based Compensation

The Company follows ASC 718-10, *Stock Compensation*, which addresses the accounting for transactions in which an entity exchanges its equity instruments for goods or services, with a primary focus on transactions in which an entity obtains employee services in share-based payment transactions. ASC 718-10 requires measurement of the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award (with limited exceptions). Incremental compensation costs arising from subsequent modifications of awards after the grant date must be recognized. The Company has not adopted a stock option plan and has not granted any stock options.

d. Use of Estimates and Assumptions

Preparation of the financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Areas involving significant estimates and assumptions include: deferred tax assets and related valuation allowance and accruals. Accordingly, actual results could differ from those estimates.

e. Earnings (Loss) per Share

The basic earnings (loss) per share is calculated by dividing the Company's net income available to common shareholders by the weighted average number of common shares during the period. The diluted earnings (loss) per share is calculated by dividing the Company's net income (loss) available to common shareholders by the diluted weighted average number of shares outstanding during the period. The diluted weighted average number of shares outstanding is the basic weighted number of shares adjusted for any potentially dilutive debt or equity. Diluted earnings (loss) per share are the same as basic earnings (loss) per share due to the lack of dilutive items in the Company.

f. Income Taxes

Income taxes are provided in accordance with ASC 740, *Income Taxes*. A deferred tax asset or liability is recorded for all temporary differences between financial and tax reporting and net operating loss carry forwards. Deferred tax expense (benefit) results from the net change during the year of deferred tax assets and liabilities.

Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

No provision was made for Federal income tax. The Company recorded minimum franchise tax due to the State of New York, that amount is $250.

g. Advertising

Advertising will be expensed in the period in which it is incurred. There has been no advertising expense in the reporting period presented.

h. Related Software Costs

Certain direct purchase and related development costs associated with software are capitalized and include external direct costs for services and payroll costs. These costs include employees devoting time to the software projects principally related to software coding, designing system interfaces and installation and testing of the software. These costs will be recorded as property and equipment and will be amortized over a period of three to five years beginning when the asset is substantially ready for use. Costs incurred during the development stage, as well as maintenance, code development and training costs are expensed as incurred.

i. Intangible Assets

Intangible assets with finite lives are amortized over their estimated useful life. The Company monitors conditions related to these assets to determine whether events and circumstances warrant a revision to the remaining amortization period. The Company tests its intangible assets with finite lives for potential impairment whenever management concludes events or changes in circumstances indicate that the carrying amount may not be recoverable. The original estimate of an asset's useful life and the impact of an event or circumstance on either an asset's useful life or carrying value involve significant judgment.

For the period August 29, 2012 (inception) through August 31, 2012 we recognized $1,000 in amortization expense. The Company's proprietary business plan and modeling program was placed in service on August 29, 2012. The Company amortized these costs during the period ended August 31, 2012.

j. Fair Value of Financial Instruments

ASC 820 defines fair value, establishes a framework for measuring fair value and expands required disclosure about fair value measurements of assets and liabilities. ASC 820-10 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820-10 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 – Valuation based on quoted market prices in active markets for identical assets or liabilities.

Level 2 – Valuation based on quoted market prices for similar assets and liabilities in active markets.

Level 3 – Valuation based on unobservable inputs that are supported by little or no market activity, therefore requiring management's best estimate of what market participants would use as fair value.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the asset or liability.

Fair value estimates discussed herein are based upon certain market assumptions and pertinent information available to management. The respective carrying value of certain on-balance-sheet financial instruments approximated their fair values due to the short-term nature of these instruments or interest rates that are comparable to market rates. These financial instruments include cash and accounts payable. The Company's bank accounts are maintained with financial institutions of reputable credit, therefore, bear minimal credit risk and are carried at amortized costs which approximates the fair value.

k. Recently Issued Accounting Pronouncements

In June 2014, the FASB issued Accounting Standards Update ASU 2014-10, "Development Stage Entities". The amendments in this update remove the definition of a development stage entity from the Master Glossary of the ASC thereby removing the financial reporting distinction between development stage entities and other reporting entities from U.S. GAAP. In addition, the amendments eliminate the requirements for development stage entities to (1) present inception-to-date information in the statements of income, cash flows, and shareholder equity, (2) label the financial statements as those of a development stage entity, (3) disclose a description of the development stage activities in which the entity is engaged, and (4) disclose in the first year in which the entity is no longer a development stage entity that in prior years it had' been in the development stage. The Company adopted this amendment beginning from September 1, 2015. The amendments in this update were applied retrospectively.

In May 2014, an accounting pronouncement was issued by the FASB to clarify existing guidance on revenue recognition. This guidance includes the required steps to achieve the core principle that a company should recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This pronouncement is effective for fiscal years and interim periods beginning after December 15, 2017, with early adoption permitted. The guidance permits the use of one of two retrospective transition methods. The Company has not yet selected a transition method nor have determined the effect that the adoption of the pronouncement may have on its financial position and/or results of operations.

On January 1, 2015, the Company adopted the accounting pronouncement issued by the FASB updating existing guidance on discontinued operations. This guidance raises the threshold for a disposal to qualify as a discontinued operation and requires new disclosures of both discontinued operations and certain other disposals that do not meet the definition of a discontinued operation. This pronouncement is aimed at reducing the frequency of disposals reported as discontinued operations by focusing on strategic shifts that have or will have a major effect on an entity's operations and financial results. The Company will consider this guidance in conjunction with future disposals, if any.

In April 2015, an accounting pronouncement was issued by the FASB to update the guidance related to the presentation of debt issuance costs. This guidance requires debt issuance costs, related to a recognized debt liability, be presented in the balance sheet as a direct deduction from the carrying amount of the related debt liability rather than being presented as an asset. This pronouncement is effective retrospectively for fiscal years beginning after December 15, 2015, with early adoption permitted. The Company intends to adopt this pronouncement on January 1, 2016, and the adoption will not have a material impact on its financial position and/or results of operations.

In September 2015, an accounting pronouncement was issued by the FASB which eliminates the requirement that an acquirer in a business combination account for measurement-period adjustments retrospectively. Instead, an acquirer will recognize a measurement-period adjustment during the period in which it determines the amount of the adjustment. This pronouncement is effective for fiscal years beginning after December 15, 2015, with early adoption permitted. The Company intends to adopt this pronouncement on January 1, 2016, and the adoption will not have a material impact on its financial position and/or results of operations.

In November 2015, an accounting pronouncement was issued by the FASB to simplify the presentation of deferred income taxes within the balance sheet.. This pronouncement eliminates the requirement that deferred tax assets and liabilities are presented as current or noncurrent based on the nature of the underlying assets and liabilities. Instead, the pronouncement requires all deferred tax assets and liabilities, including valuation allowances, be classified as noncurrent. This pronouncement is effective for fiscal years beginning after December 15, 2016, with early adoption permitted. The Company intends to adopt this pronouncement on January 1, 2017, and the adoption will not have a material impact on its financial position and/or results of operations.

X
- References
No definition available.
+ Details
Name: usgaap_DisclosureTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition
The entire disclosure for all significant accounting policies of the reporting entity.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section 50
- Paragraph 6
- URI http://asc.fasb.org/extlink&oid=51655414&loc=d3e18861- 107790

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=51655414&loc=d3e18780- 107790

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section 50
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=51655414&loc=d3e18726- 107790

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section 50
- Paragraph 2
- URI http://asc.fasb.org/extlink&oid=51655414&loc=d3e18743- 107790

Reference 5: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section 50
- Paragraph 5
- URI http://asc.fasb.org/extlink&oid=51655414&loc=d3e18854- 107790

+ Details

Name: us- gaap_SignificantAccountingPoliciesTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 3 - Going Concern	12 Months Ended Dec. 31, 2015
Notes	
Note 3 - Going Concern	NOTE 3 – GOING CONCERN The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As reflected in the accompanying financial statements, the Company had negative working capital of $47,828 and a deficit accumulated during development stage of $70,128 at December 31, 2015. As of December 31, 2015, the Company had no revenues from product or services and had no committed sources of capital or financing. Management anticipates the Company will attain profitable status and improve its liquidity through continued business development and additional debt or equity investment in the Company. Management is pursuing various sources of financing. The Company’s continued existence is dependent upon its ability to continue to execute its operating plan and to obtain additional debt or equity financing. There can be no assurance that the necessary debt or equity financing will be available, or will be available on terms acceptable to the Company, in which case the Company may be unable to meet its obligations. Should the Company be unable to realize its assets and discharge its liabilities in the normal course of business, the net realizable value of its assets may be materially less than the amounts recorded in the financial statements. The financial statements do not include any adjustments relating to the recoverability of recorded asset amounts that might be necessary should the Company be unable to continue in existence.

X
- References
No definition available.
+ Details
Name: usgaap_DisclosureTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition
The entire disclosure when substantial doubt is raised about the ability to continue as a going concern. Includes, but is not limited to, principal conditions or events that raised substantial doubt about the ability to continue as a going concern, management's evaluation of the significance of those conditions or events in relation to the ability to meet its obligations, and management's plans that alleviated or are intended to mitigate the conditions or events that raise substantial doubt about the ability to continue as a going concern.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 205

- SubTopic 40
- Section 50
- Paragraph 13
- URI http://asc.fasb.org/extlink&oid=51888302&loc=SL51888449- 203568

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 205
- SubTopic 40
- Section 50
- Paragraph 12
- URI http://asc.fasb.org/extlink&oid=51888302&loc=SL51888443- 203568

+ Details

Name: us- gaap_SubstantialDoubtAboutGoingConcernTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 4 - Share Capital	12 Months Ended
	Dec. 31, 2015
Notes	
Note 4 - Share Capital	NOTE 4 – SHARE CAPITAL The Company is authorized to issue 125,000,000 shares of common stock ($0.001 par value) and 10,000,000 shares of preferred stock ($0.001 par value) (see Note 10 – Subsequent Events). The Company issued 3,500,000 shares of its common stock to its incorporator (chief executive officer and president), for organization expense and services. These services and direct costs were valued at $3,500. Following its formation, the Company issued 1,000,000 shares of common stock to its incorporator, as consideration for the purchase of a development code, software and a business plan. The incorporator incurred approximately $1,000 in costs and other payments to develop this asset. The acquisition of the business plan along with developmental code and software was valued at $1,000. The Company on June 26, 2015 completed its offering pursuant to a registration statement filed on Form S-1. The Company issued 4,500,000 shares of its common stock to 23 investors. The investors paid $0.01 per share for a combined investment of $45,000. As part of a change of control transaction (see Note 1 – Organization) the Company's founder forgave certain outstanding debts of the Company upon the sale of his shares. This transaction occurred on or about December 29, 2015. At December 31, 2015 and August 31, 2015 there were 9,000,000 shares of common stock issued and outstanding.

X
- References
No definition available.
+ Details
Name: usgaap_DisclosureTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration
X
- Definition
The entire disclosure for shareholders' equity comprised of portions attributable to the parent entity and noncontrolling interest, including other comprehensive income. Includes, but is not limited to, balances of common stock, preferred stock, additional paid- in capital, other capital and retained earnings, accumulated balance for each classification of other comprehensive income and amount of comprehensive income.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235

- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.4- 08.(d),(e))
- URI http://asc.fasb.org/extlink&oid=26873400&loc=d3e23780- 122690

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section 50
- Paragraph 4
- URI http://asc.fasb.org/extlink&oid=6928386&loc=d3e21484- 112644

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 310
- SubTopic 10
- Section S99
- Paragraph 2
- Subparagraph (SAB TOPIC 4.E)
- URI http://asc.fasb.org/extlink&oid=27010918&loc=d3e74512- 122707

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section 50
- Paragraph 5
- URI http://asc.fasb.org/extlink&oid=6928386&loc=d3e21488- 112644

Reference 5: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.29- 31)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 6: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section S99
- Paragraph 4
- Subparagraph (SAB TOPIC 4.C)
- URI http://asc.fasb.org/extlink&oid=27012166&loc=d3e187143- 122770

Reference 7: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section 50
- Paragraph 6
- URI http://asc.fasb.org/extlink&oid=6928386&loc=d3e21506- 112644

Reference 8: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.3- 04)
- URI http://asc.fasb.org/extlink&oid=27012166&loc=d3e187085- 122770

Reference 9: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 30
- Section 50
- Paragraph 2
- URI http://asc.fasb.org/extlink&oid=6405834&loc=d3e23285- 112656

Reference 10: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=6928386&loc=d3e21475- 112644

Reference 11: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Glossary Preferred Stock
- URI http://asc.fasb.org/extlink&oid=6521494

Reference 12: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section 50
- Paragraph 2
- URI http://asc.fasb.org/extlink&oid=6928386&loc=d3e21463- 112644

Reference 13: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section 50
- Paragraph 11
- URI http://asc.fasb.org/extlink&oid=6928386&loc=d3e21564- 112644

Reference 14: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Staff Accounting Bulletin (SAB)
- Number Topic 4
- Section E

Reference 15: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Staff Accounting Bulletin (SAB)
- Number Topic 4
- Section C

+ Details

Name: us- gaap_StockholdersEquityNoteDisclosureTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 5 - Deferred Offering Expense	12 Months Ended Dec. 31, 2015
Notes	
Note 5 - Deferred Offering Expense	NOTE 5 – DEFERRED OFFERING EXPENSE Deferred offering expense consisted of accounting fees, legal fees and other fees incurred through the balance sheet date related to the Company's common stock offering. Upon completion of the common stock offering, the Company offset the entire deferred offering expense against net offering proceeds of $45,000 and recorded this amount to additional paid in capital.

X
- Definition

The entire disclosure for deferred revenues at the end of the reporting period, and description and amounts of significant changes that occurred during the reporting period. Deferred revenue is a liability as of the balance sheet date related to a revenue producing activity for which revenue has not yet been recognized. Generally, an entity records deferred revenue when it receives consideration from a customer before achieving certain criteria that must be met for revenue to be recognized in conformity with GAAP.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 605
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SAB TOPIC 13.A.3(b).Q1(c),(b).Q2,(c).Q3)
- URI http://asc.fasb.org/extlink&oid=27012821&loc=d3e214044- 122780

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section 45
- Paragraph 8
- Subparagraph (b)
- URI http://asc.fasb.org/extlink&oid=28358313&loc=d3e6935- 107765

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Staff Accounting Bulletin (SAB)
- Number Topic 13
- Section A

+ Details

Name: usgaap_DeferredRevenueDisclosureTextBlock
Namespace Prefix: us- gaap_

Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_DisclosureTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
PeriodType: duration

v3.3.1.900

Note 6 - Loans - Unrelated Parties	12 Months Ended Dec. 31, 2015
Notes	
Note 6 - Loans - Unrelated Parties	NOTE 6 – LOANS - UNRELATED PARTIES As of December 31, 2015, the Company owes zero in loan proceeds from two unrelated parties. Following inception (August 29, 2012), the Company's incorporator and founder established a financial relationship with two unrelated parties. The Company secured two loans in order to fund the Company's working capital expenses. The unrelated party loans were unsecured and carried no interest rate or repayment terms. Loans amounting to $51,031 was forgiven by the unrelated party as explained in Note 8.

X
- Definition

The entire disclosure for information about short- term and long- term debt arrangements, which includes amounts of borrowings under each line of credit, note payable, commercial paper issue, bonds indenture, debenture issue, own- share lending arrangements and any other contractual agreement to repay funds, and about the underlying arrangements, rationale for a classification as long- term, including repayment terms, interest rates, collateral provided, restrictions on use of assets and activities, whether or not in compliance with debt covenants, and other matters important to users of the financial statements, such as the effects of refinancing and noncompliance with debt covenants.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=6928386&loc=d3e21475- 112644

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.19,20,22)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

+ Details

Name: us- gaap_DebtDisclosureTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_DisclosureTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 7 - Income Taxes	12 Months Ended Dec. 31, 2015
Notes	
Note 7 - Income Taxes	NOTE 7 – INCOME TAXES

As of December 31, 2015 and August 31, 2015, the Company had net operating loss carry forwards of $70,128 and $265,874, respectively. These amounts may be available to reduce future years' taxable income.

	As of December 31, 2015		As of August 31, 2015	
Deferred tax assets:				
Net operating tax carry-forwards	$	24,545	$	93,056
Other		-		-
Gross deferred tax assets		24,545		93,056
Valuation allowance		(24,545)		(93,056)
Net deferred tax assets	$	-	$	-

Realization of deferred tax asset is dependent upon sufficient future taxable income during the period that deductible temporary differences and carry-forwards are expected to be available to reduce taxable income. As the achievement of required future taxable income is uncertain, the Company recorded a valuation allowance.

Reconciliation between statutory rate and the effective tax rate for both periods and as of December 31, 2015 and August 31, 2015:

Federal statutory rate	(35)%
State taxes, net of federal benefit	(0.00)%
Change in valuation allowance	35%
Effective tax rate	0.0%

No provision was made for Federal income tax. The Company recorded minimum franchise tax due to the State of New York, that amount is $250.

X
- References
No definition available.
+ Details
Name: usgaap_DisclosureTextBlockAbstract
Namespace Prefix: us- gaap _

Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition
The entire disclosure for income taxes. Disclosures may include net deferred tax liability or asset recognized in an enterprise's statement of financial position, net change during the year in the total valuation allowance, approximate tax effect of each type of temporary difference and carryforward that gives rise to a significant portion of deferred tax liabilities and deferred tax assets, utilization of a tax carryback, and tax uncertainties information.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.4- 08.(h))
- URI http://asc.fasb.org/extlink&oid=26873400&loc=d3e23780- 122690

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32559- 109319

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 15
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32718- 109319

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 9
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32639- 109319

Reference 5: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740

- SubTopic 10
- Section 50
- Paragraph 2
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32537- 109319

+ Details

Name: usgaap_IncomeTaxDisclosureTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 8 - Forgiveness of Debt	12 Months Ended Dec. 31, 2015
Notes	
Note 8 - Forgiveness of Debt	NOTE 8 – FORGIVENESS OF DEBT As part of a change of control transaction (see Note 1 – Organization) the Company's founder negotiated and guaranteed the forgiveness of certain debts of the Company along with the sale of his shares. The Company recognized the forgiveness of debt in the amount of $254,031. This occurred simultaneous with the sale of the founder's shares on December 29, 2015. The Company recognized a reduction in accounts payable from three vendors of $150,500, debt forgiveness from an unrelated party of $51,031 and the Company's founder forgiving $52,500 in accrued compensation. No consideration was paid for the forgiveness of any of these amounts by the Company.

X
- Definition
Forgiveness of Debt Disclosure.
+ References
No definition available.
+ Details
Name: fil_ForgivenessOfDebtDisclosure0TextBlock
Namespace Prefix: fil_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_
DisclosureTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 9 - Related Party Transactions	12 Months Ended Dec. 31, 2015
Notes	
Note 9 - Related Party Transactions	NOTE 9 – RELATED PARTY TRANSACTIONS The Company’s transactions with related parties were carried out on normal commercial terms and in the course of the Company’s business. Other than those disclosed elsewhere in the financial statements, there were no other related party transactions.

X
- References
No definition available.
+ Details
Name: usgaap_ DisclosureTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition
The entire disclosure for related party transactions. Examples of related party transactions include transactions between (a) a parent company and its subsidiary; (b) subsidiaries of a common parent; (c) and entity and its principal owners; and (d) affiliates.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 850
- SubTopic 10
- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=6457730&loc=d3e39603- 107864

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 850
- SubTopic 10
- Section 50
- Paragraph 4
- URI http://asc.fasb.org/extlink&oid=6457730&loc=d3e39622- 107864

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 850
- SubTopic 10
- Section 50
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=6457730&loc=d3e39549- 107864

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 850
- SubTopic 10
- Section 50
- Paragraph 5
- URI http://asc.fasb.org/extlink&oid=6457730&loc=d3e39678- 107864

Reference 5: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 850
- SubTopic 10
- Section 50
- Paragraph 6
- URI http://asc.fasb.org/extlink&oid=6457730&loc=d3e39691- 107864

Reference 6: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.4- 08.(k))
- URI http://asc.fasb.org/extlink&oid=26873400&loc=d3e23780- 122690

Reference 7: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 04
- Paragraph b
- Article 3A

+ Details

Name: usgaap_RelatedPartyTransactionsDisclosureTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 10 - Subsequent Events	12 Months Ended
	Dec. 31, 2015

Notes

Note 10 - Subsequent Events

NOTE 10 – SUBSEQUENT EVENTS

The Company evaluated all events that occurred after the balance sheet date of December 31, 2015 through the date these financial statements were issued. The Company determined that it has no reportable subsequent events except for the following:

The Company completed the acquisition of iMedical through an indirect subsidiary 1062024 B.C. LTD., a company existing under the laws of the Province of British Columbia, which occurred on February 2, 2016. The Company treated the acquisition as a reverse merger and recapitalization for accounting purposes, with iMedical as the acquirer for accounting purposes.

Upon closing of the acquisition of iMedical, the Company transferred all of the then-existing business, properties, assets, operations, liabilities and goodwill of the Company, to W270 SA, a Costa Rican corporation, pursuant to an Assignment and Assumption Agreement for the remaining $50,000 in accounts payable due to the vendor.

With the acquisition of iMedical, an aggregate of 6,500,000 shares of the Company's common stock were cancelled, all of which were held by the Company's then President and Chief Executive Officer. In addition, up to 750,000 shares of the Company's common stock that were outstanding prior to the iMedical acquisition are held in escrow and are subject to forfeiture in the event the Company is not able to raise $6 million within 6 months of the date of the acquisition of iMedical.

In contemplation of the acquisition of iMedical on February 2, 2016, the Company's Board of Directors changed its fiscal year from August 31 to December 31.

In contemplation of the acquisition of iMedical, the Company's Board of Directors approved the increase in authorized capital stock from 100,000,000 shares of common stock to 125,000,000 shares of common stock, with a par value of $0.001 per share, and from 1,000,000 shares of preferred stock to 10,000,000 shares of preferred stock, with a par value of $0.001 per share. As of February 2, 2016, there were 15,876,947 shares of Common Stock issued and outstanding, of which 750,000 are held in escrow and subject to forfeiture, and 9,123,031 Exchangeable Shares issued and outstanding. Of the shares of Common Stock issued and outstanding (or that may be issued upon exchange of the Exchangeable Shares), approximately 22,500,000 of such shares are or would be restricted shares under the Securities Act. There is currently one share of the Special Voting Preferred Stock issued and outstanding held by one holder of record, which is the Trustee in accordance with the terms of the Trust Agreement.

X
- References
No definition available.
+ Details
Name: usgaap_DisclosureTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition
The entire disclosure for significant events or transactions that occurred after the balance sheet date through the date the financial statements were issued or the date the financial statements were available to be issued. Examples include: the sale of a capital stock issue, purchase of a business, settlement of litigation, catastrophic loss, significant foreign exchange rate changes, loans to insiders or affiliates, and transactions not in the ordinary course of business.
+ References
No definition available.
+ Details
Name: us- gaap_SubsequentEventsTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 2 - Summary of Significant Accounting Policies: A. Basis of Accounting and Presentation (Policies)	12 Months Ended
	Dec. 31, 2015
Policies	
A. Basis of Accounting and Presentation	a. Basis of Accounting and Presentation The Company's financial statements are prepared using the accrual method of accounting. The financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP) and are expressed in United States Dollars ("USD"). The Company elected an August 31, year-end. The Company, and its board of directors, on February 2, 2016 approved a change in its year-end to December 31 (see Note 10 – Subsequent Events).

X
- Definition
Disclosure of accounting policy for basis of accounting, or basis of presentation, used to prepare the financial statements (for example, US Generally Accepted Accounting Principles, Other Comprehensive Basis of Accounting, IFRS).
+ References
No definition available.
+ Details
Name: us- gaap_BasisOfAccountingPolicyPolicyTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_PolicyTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 2 - Summary of Significant Accounting Policies: B. Cash Equivalents (Policies)	12 Months Ended Dec. 31, 2015
Policies	
B. Cash Equivalents	b. Cash Equivalents For purposes of the balance sheet and statement of cash flows, the Company considers all highly liquid instruments with maturity of three months or less at the time of issuance to be cash equivalents.

X
- Definition
Disclosure of accounting policy for cash and cash equivalents, including the policy for determining which items are treated as cash equivalents. Other information that may be disclosed includes (1) the nature of any restrictions on the entity's use of its cash and cash equivalents, (2) whether the entity's cash and cash equivalents are insured or expose the entity to credit risk, (3) the classification of any negative balance accounts (overdrafts), and (4) the carrying basis of cash equivalents (for example, at cost) and whether the carrying amount of cash equivalents approximates fair value.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 305
- SubTopic 10
- Section 05
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=6375392&loc=d3e26790- 107797

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 50
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=6367179&loc=d3e4273- 108586

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Glossary Cash
- URI http://asc.fasb.org/extlink&oid=6506951

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10

- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=51655414&loc=d3e18780- 107790

Reference 5: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Glossary Cash Equivalents
- URI http://asc.fasb.org/extlink&oid=6507016

Reference 6: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Financial Reporting Release (FRR)
- Number 203
- Paragraph 02- 03

Reference 7: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 1
- Article 5

+ Details
Name: us- gaap_CashAndCashEquivalentsPolicyTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_PolicyTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 2 - Summary of Significant Accounting Policies: C. Stock-based Compensation (Policies)	12 Months Ended Dec. 31, 2015
Policies	
C. Stock-based Compensation	c. Stock-based Compensation The Company follows ASC 718-10, *Stock Compensation*, which addresses the accounting for transactions in which an entity exchanges its equity instruments for goods or services, with a primary focus on transactions in which an entity obtains employee services in share-based payment transactions. ASC 718-10 requires measurement of the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award (with limited exceptions). Incremental compensation costs arising from subsequent modifications of awards after the grant date must be recognized. The Company has not adopted a stock option plan and has not granted any stock options.

X
- Definition
Disclosure of accounting policy for salaries, bonuses, incentive awards, postretirement and postemployment benefits granted to employees, including equity- based arrangements; discloses methodologies for measurement, and the bases for recognizing related assets and liabilities and recognizing and reporting compensation expense.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section 50
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=51655414&loc=d3e18726- 107790

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 718
- SubTopic 10
- Section 50
- Paragraph 2
- Subparagraph (b),(f(1))
- URI http://asc.fasb.org/extlink&oid=6415400&loc=d3e5070- 113901
+ Details
Name: us- gaap_CompensationRelatedCostsPolicyTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_PolicyTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 2 - Summary of Significant Accounting Policies: D. Use of Estimates and Assumptions (Policies)	12 Months Ended
	Dec. 31, 2015
Policies	
D. Use of Estimates and Assumptions	d. Use of Estimates and Assumptions Preparation of the financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Areas involving significant estimates and assumptions include: deferred tax assets and related valuation allowance and accruals. Accordingly, actual results could differ from those estimates.

X
- References
No definition available.
+ Details
Name: usgaap_PolicyTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition
Disclosure of accounting policy for the use of estimates in the preparation of financial statements in conformity with generally accepted accounting principles.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 275
- SubTopic 10
- Section 50
- Paragraph 4
- URI http://asc.fasb.org/extlink&oid=51801978&loc=d3e6061- 108592

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 275
- SubTopic 10
- Section 50
- Paragraph 9
- URI http://asc.fasb.org/extlink&oid=51801978&loc=d3e6143- 108592

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB

- Name Accounting Standards Codification
- Topic 275
- SubTopic 10
- Section 50
- Paragraph 8
- URI http://asc.fasb.org/extlink&oid=51801978&loc=d3e6132- 108592

+ Details

Name: us- gaap_UseOfEstimates
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 2 - Summary of Significant Accounting Policies: E. Earnings (loss) Per Share (Policies)	12 Months Ended Dec. 31, 2015
Policies	
E. Earnings (loss) Per Share	e. Earnings (Loss) per Share The basic earnings (loss) per share is calculated by dividing the Company's net income available to common shareholders by the weighted average number of common shares during the period. The diluted earnings (loss) per share is calculated by dividing the Company's net income (loss) available to common shareholders by the diluted weighted average number of shares outstanding during the period. The diluted weighted average number of shares outstanding is the basic weighted number of shares adjusted for any potentially dilutive debt or equity. Diluted earnings (loss) per share are the same as basic earnings (loss) per share due to the lack of dilutive items in the Company.

X
- Definition

Disclosure of accounting policy for computing basic and diluted earnings or loss per share for each class of common stock and participating security. Addresses all significant policy factors, including any antidilutive items that have been excluded from the computation and takes into account stock dividends, splits and reverse splits that occur after the balance sheet date of the latest reporting period but before the issuance of the financial statements.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 260
- SubTopic 10
- Section 50
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=6371337&loc=d3e3550- 109257

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 260
- SubTopic 10
- Section 50
- Paragraph 1
- Subparagraph (c)
- URI http://asc.fasb.org/extlink&oid=6371337&loc=d3e3550- 109257

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 260
- SubTopic 10

- Section 50
- Paragraph 2
- URI http://asc.fasb.org/extlink&oid=6371337&loc=d3e3630- 109257

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=51655414&loc=d3e18780- 107790

+ Details

Name: us- gaap_EarningsPerSharePolicyTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

X
- References

No definition available.

+ Details

Name: usgaap_PolicyTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 2 - Summary of Significant Accounting Policies: F. Income Taxes (Policies)	12 Months Ended Dec. 31, 2015
Policies	
F. Income Taxes	f. Income Taxes Income taxes are provided in accordance with ASC 740, *Income Taxes*. A deferred tax asset or liability is recorded for all temporary differences between financial and tax reporting and net operating loss carry forwards. Deferred tax expense (benefit) results from the net change during the year of deferred tax assets and liabilities. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment. No provision was made for Federal income tax. The Company recorded minimum franchise tax due to the State of New York, that amount is $250..

X
- Definition
Disclosure of accounting policy for income taxes, which may include its accounting policies for recognizing and measuring deferred tax assets and liabilities and related valuation allowances, recognizing investment tax credits, operating loss carryforwards, tax credit carryforwards, and other carryforwards, methodologies for determining its effective income tax rate and the characterization of interest and penalties in the financial statements.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=51655414&loc=d3e18780- 107790

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 19
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32840- 109319

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 30
- Section 05
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=6423966&loc=d3e40913- 109327

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 954
- SubTopic 740
- Section 50
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=6491622&loc=d3e9504- 115650

Reference 5: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 17
- Subparagraph (b)
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32809- 109319

Reference 6: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 45
- Paragraph 25
- URI http://asc.fasb.org/extlink&oid=37586315&loc=d3e32247- 109318

Reference 7: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 45
- Paragraph 28
- URI http://asc.fasb.org/extlink&oid=37586315&loc=d3e32280- 109318

+ Details

Name: us- gaap_IncomeTaxPolicyTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_PolicyTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 2 - Summary of Significant Accounting Policies: G. Advertising (Policies)	12 Months Ended Dec. 31, 2015
Policies	
G. Advertising	g. Advertising Advertising will be expensed in the period in which it is incurred. There has been no advertising expense in the reporting period presented.

X
- Definition

Disclosure of accounting policy for advertising costs. For those costs that cannot be capitalized, discloses whether such costs are expensed as incurred or the first period in which the advertising takes place. For direct response advertising costs that are capitalized, describes those assets and the accounting policy used, including a description of the qualifying activity, the types of costs capitalized and the related amortization period. An entity also may disclose its accounting policy for cooperative advertising arrangements.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 340
- SubTopic 20
- Section 55
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=51677389&loc=d3e8384- 108330

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=51655414&loc=d3e18780- 107790

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 340
- SubTopic 20
- Section 50
- Paragraph 1
- Subparagraph (a)
- URI http://asc.fasb.org/extlink&oid=51662920&loc=d3e8275- 108329

+ Details

Name: usgaap_AdvertisingCostsPolicyTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType

Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_PolicyTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 2 - Summary of Significant Accounting Policies: H. Related Software Costs (Policies)	**12 Months Ended**
	Dec. 31, 2015
Policies	
H. Related Software Costs	h. Related Software Costs Certain direct purchase and related development costs associated with software are capitalized and include external direct costs for services and payroll costs. These costs include employees devoting time to the software projects principally related to software coding, designing system interfaces and installation and testing of the software. These costs will be recorded as property and equipment and will be amortized over a period of three to five years beginning when the asset is substantially ready for use. Costs incurred during the development stage, as well as maintenance, code development and training costs are expensed as incurred.

X
- References
No definition available.
+ Details
Name: usgaap_PolicyTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

X
- Definition
Disclosure of accounting policy for its research and development and computer software activities including the accounting treatment for costs incurred for (1) research and development activities, (2) development of computer software for internal use, (3) computer software to be sold, leased or otherwise marketed as a separate product or as part of a product or process and (4) in- process research and development acquired in a purchase business combination.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Glossary Research and Development
- URI http://asc.fasb.org/extlink&oid=6523717

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 350
- SubTopic 40
- Section 30
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=6389767&loc=d3e17916- 109280

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=51655414&loc=d3e18780- 107790

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 985
- SubTopic 20
- Section 50
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=6501960&loc=d3e128462- 111756

Reference 5: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.15)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 6: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 350
- SubTopic 50
- Section 25
- Paragraph 4
- URI http://asc.fasb.org/extlink&oid=16397303&loc=d3e19347- 109286

+ Details
Name: us- gaap_ResearchDevelopmentAndComputerSoftwarePolicyTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 2 - Summary of Significant Accounting Policies: Intangible Assets (Policies)	12 Months Ended Dec. 31, 2015
Policies	
Intangible Assets	i. Intangible Assets Intangible assets with finite lives are amortized over their estimated useful life. The Company monitors conditions related to these assets to determine whether events and circumstances warrant a revision to the remaining amortization period. The Company tests its intangible assets with finite lives for potential impairment whenever management concludes events or changes in circumstances indicate that the carrying amount may not be recoverable. The original estimate of an asset's useful life and the impact of an event or circumstance on either an asset's useful life or carrying value involve significant judgment. For the period August 29, 2012 (inception) through August 31, 2012 we recognized $1,000 in amortization expense. The Company's proprietary business plan and modeling program was placed in service on August 29, 2012. The Company amortized these costs during the period ended August 31, 2012.

X
- Definition
Disclosure of accounting policy for finite- lived intangible assets. This accounting policy also might address: (1) the amortization method used; (2) the useful lives of such assets; and (3) how the entity assesses and measures impairment of such assets.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=51655414&loc=d3e18780- 107790

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 350
- SubTopic 30
- Section 50
- Paragraph 2
- Subparagraph (a)
- URI http://asc.fasb.org/extlink&oid=26713463&loc=d3e16323- 109275

+ Details
Name: usgaap_IntangibleAssetsFiniteLivedPolicy
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_PolicyTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 2 - Summary of Significant Accounting Policies: J. Fair Value of Financial Instruments (Policies)	12 Months Ended Dec. 31, 2015
Policies	
J. Fair Value of Financial Instruments	j. Fair Value of Financial Instruments ASC 820 defines fair value, establishes a framework for measuring fair value and expands required disclosure about fair value measurements of assets and liabilities.. ASC 820-10 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820-10 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value: Level 1 – Valuation based on quoted market prices in active markets for identical assets or liabilities. Level 2 – Valuation based on quoted market prices for similar assets and liabilities in active markets. Level 3 – Valuation based on unobservable inputs that are supported by little or no market activity, therefore requiring management’s best estimate of what market participants would use as fair value. In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. The Company’s assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the asset or liability. Fair value estimates discussed herein are based upon certain market assumptions and pertinent information available to management. The respective carrying value of certain on-balance-sheet financial instruments approximated their fair values due to the short-term nature of these instruments or interest rates that are comparable to market rates.

These financial instruments include cash and accounts payable. The Company's bank accounts are maintained with financial institutions of reputable credit, therefore, bear minimal credit risk and are carried at amortized costs which approximates the fair value.

X
- Definition
Disclosure of accounting policy for determining the fair value of financial instruments.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section 50
- Paragraph 3
- URI http://asc.fasb.org/extlink&oid=51655414&loc=d3e18780- 107790

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 825
- SubTopic 10
- Section 50
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=49121117&loc=d3e13279- 108611

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 820
- SubTopic 10
- Section 60
- Paragraph 1
- URI http://asc.fasb.org/extlink&oid=7493716&loc=d3e21868- 110260
+ Details
Name: us- gaap_FairValueOfFinancialInstrumentsPolicy
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_PolicyTextBlockAbstract
NamespacePrefix: us- gaap_
Data Type: xbrli:stringItemType
BalanceType: na
PeriodType: duration

v3.3.1.900

Note 2 - Summary of Significant Accounting Policies: K. Recently Issued Accounting Pronouncements (Policies)	12 Months Ended Dec. 31, 2015
Policies	
K. Recently Issued Accounting Pronouncements	k. Recently Issued Accounting Pronouncements In June 2014, the FASB issued Accounting Standards Update ASU 2014-10, "Development Stage Entities". The amendments in this update remove the definition of a development stage entity from the Master Glossary of the ASC thereby removing the financial reporting distinction between development stage entities and other reporting entities from U.S. GAAP. In addition, the amendments eliminate the requirements for development stage entities to (1) present inception-to-date information in the statements of income, cash flows, and shareholder equity, (2) label the financial statements as those of a development stage entity, (3) disclose a description of the development stage activities in which the entity is engaged, and (4) disclose in the first year in which the entity is no longer a development stage entity that in prior years it had' been in the development stage. The Company adopted this amendment beginning from September 1, 2015. The amendments in this update were applied retrospectively. In May 2014, an accounting pronouncement was issued by the FASB to clarify existing guidance on revenue recognition. This guidance includes the required steps to achieve the core principle that a company should recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This pronouncement is effective for fiscal years and interim periods beginning after December 15, 2017, with early adoption permitted. The guidance permits the use of one of two retrospective transition methods. The Company has not yet selected a transition method nor have determined the effect that the adoption of the pronouncement may have on its financial position and/or results of operations. On January 1, 2015, the Company adopted the accounting pronouncement issued by the FASB updating existing guidance on discontinued operations. This guidance raises the threshold for a disposal to qualify as a discontinued operation and requires new disclosures of both discontinued operations and certain other disposals that do not meet the definition of a discontinued operation. This pronouncement is aimed at reducing the frequency of disposals reported as discontinued operations by focusing on

strategic shifts that have or will have a major effect on an entity's operations and financial results. The Company will consider this guidance in conjunction with future disposals, if any.

In April 2015, an accounting pronouncement was issued by the FASB to update the guidance related to the presentation of debt issuance costs. This guidance requires debt issuance costs, related to a recognized debt liability, be presented in the balance sheet as a direct deduction from the carrying amount of the related debt liability rather than being presented as an asset. This pronouncement is effective retrospectively for fiscal years beginning after December 15, 2015, with early adoption permitted. The Company intends to adopt this pronouncement on January 1, 2016, and the adoption will not have a material impact on its financial position and/or results of operations.

In September 2015, an accounting pronouncement was issued by the FASB which eliminates the requirement that an acquirer in a business combination account for measurement-period adjustments retrospectively. Instead, an acquirer will recognize a measurement-period adjustment during the period in which it determines the amount of the adjustment. This pronouncement is effective for fiscal years beginning after December 15, 2015, with early adoption permitted. The Company intends to adopt this pronouncement on January 1, 2016, and the adoption will not have a material impact on its financial position and/or results of operations.

In November 2015, an accounting pronouncement was issued by the FASB to simplify the presentation of deferred income taxes within the balance sheet.. This pronouncement eliminates the requirement that deferred tax assets and liabilities are presented as current or noncurrent based on the nature of the underlying assets and liabilities. Instead, the pronouncement requires all deferred tax assets and liabilities, including valuation allowances, be classified as noncurrent. This pronouncement is effective for fiscal years beginning after December 15, 2016, with early adoption permitted. The Company intends to adopt this pronouncement on January 1, 2017, and the adoption will not have a material impact on its financial position and/or results of operations.

X
- Definition

Disclosure of accounting policy pertaining to new accounting pronouncements that may impact the entity's financial reporting. Includes, but is not limited to, quantification of the expected or actual impact.

+ References

No definition available.

+ Details

Name: us- gaap_NewAccountingPronouncementsPolicyPolicyTextBlock

Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_PolicyTextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
PeriodType: duration

v3.3.1.900

Note 7 - Income Taxes: Schedule of Deferred Tax Assets and Liabilities (Tables)	**12 Months Ended Dec. 31, 2015**
Tables/Schedules	
Schedule of Deferred Tax Assets and Liabilities	(table below)

	As of December 31, 2015	As of August 31, 2015
Deferred tax assets:		
Net operating tax carry-forwards	$ 24,545	$ 93,056
Other	-	-
Gross deferred tax assets	24,545	93,056
Valuation allowance	(24,545)	(93,056)
Net deferred tax assets	$ -	$ -

X
- Definition

Tabular disclosure of the components of net deferred tax asset or liability recognized in an entity's statement of financial position, including the following: the total of all deferred tax liabilities, the total of all deferred tax assets, the total valuation allowance recognized for deferred tax assets.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 2
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32537- 109319

+ Details

Name: us- gaap_ScheduleOfDeferredTaxAssetsAndLiabilitiesTableTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

X
- References

No definition available.

+ Details

Name: usgaap_TableTextBlockSupplementAbstract

Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 7 - Income Taxes: Schedule of Effective Income Tax Rate Reconciliation (Tables)	12 Months Ended Dec. 31, 2015
Tables/Schedules	
Schedule of Effective Income Tax Rate Reconciliation	

Federal statutory rate	(35)%
State taxes, net of federal benefit	(0.00)%
Change in valuation allowance	35%
Effective tax rate	0.0%

X
- Definition
Tabular disclosure of the reconciliation using percentage or dollar amounts of the reported amount of income tax expense attributable to continuing operations for the year to the amount of income tax expense that would result from applying domestic federal statutory tax rates to pretax income from continuing operations.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 12
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32687- 109319
+ Details
Name: us- gaap_ScheduleOfEffectiveIncomeTaxRateReconciliationTableTextBlock
Namespace Prefix: us- gaap_
Data Type: nonnum:textBlockItemType
Balance Type: na
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_TableTextBlockSupplementAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 1 - Organization (Details)	Aug. 29, 2012 USD ($) shares
Details	
Issued Shares to Founder | shares	3,500,000
Issued Shares to Founder For Purchase of a Business Plan Along With Developmental Code and Software | shares	1,000,000
Founder Paid for Business Plan Software And Development Code | $	$ 1,000
Value of the Acquisition | $	$ 1,000

X
- Definition
Founder paid for business plan, software and development code.
+ References
No definition available.
+ Details
Name: fil_FounderPaidForBusinessPlanSoftwareAndDevelopmentCode
Namespace Prefix: fil_
Data Type: xbrli:monetaryItemType
Balance Type:debit
Period Type: instant

X
- Definition
Represents the Issued shares to founder (number of shares), as of the indicated date.
+ References
No definition available.
+ Details
Name: fil_IssuedSharesToFounder
Namespace Prefix: fil_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X
- Definition
Issued shares to founder for the purchase of a business plan along with developmental code and software.
+ References
No definition available.
+ Details
Name: fil_IssuedSharesToFounderForPurchaseOfABusinessPlanAlongWithDevelopmentalCodeAndSoftware
Namespace Prefix: fil_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X
- Definition
Value of the acquisition.

+ References
No definition available.
+ Details
Name: fil_ValueOfTheAcquisition
Namespace Prefix: fil_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X
- References
No definition available.
+ Details
Name: usgaap_TextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 2 - Summary of Significant Accounting Policies: F. Income Taxes (Details)	Dec. 31, 2015 USD ($)
Details	
Franchise Tax Due, Minimum	$ 250

X
- Definition
Franchise Tax Due, Minimum.
+ References
No definition available.
+ Details
Name: fil_FranchiseTaxDueMinimum
Namespace Prefix: fil_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X
- References
No definition available.
+ Details
Name: usgaap_TextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 2 - Summary of Significant Accounting Policies: Intangible Assets (Details)	Aug. 31, 2012 USD ($)
Details	
Amortization of Intangible Assets	$ 1,000

X
- Definition
The aggregate expense charged against earnings to allocate the cost of intangible assets (nonphysical assets not used in production) in a systematic and rational manner to the periods expected to benefit from such assets. As a noncash expense, this element is added back to net income when calculating cash provided by or used in operations using the indirect method.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 350
- SubTopic 30
- Section 45
- Paragraph 2
- URI http://asc.fasb.org/extlink&oid=6388964&loc=d3e16225- 109274

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 28
- Subparagraph (b)
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3602- 108585

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 350
- SubTopic 30
- Section 50
- Paragraph 2
- Subparagraph (a)(2)
- URI http://asc.fasb.org/extlink&oid=26713463&loc=d3e16323- 109275
+ Details
Name: usgaap_AmortizationOfIntangibleAssets
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- References
No definition available.

+ Details

Name: usgaap_TextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 3 - Going Concern (Details) - USD ($)	Dec. 31, 2015	Aug. 31, 2015
Details		
Negative Working Capital	$ 47,828	
Accumulated deficit	$ 70,128	$ 265,874

X
- Definition
Negative Working Capital.
+ References
No definition available.
+ Details
Name: fil_NegativeWorkingCapital
Namespace Prefix: fil_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X
- Definition
The cumulative amount of the reporting entity's undistributed earnings or deficit.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.31(a)(3))
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 04
- Article 3
+ Details
Name: us- gaap_RetainedEarningsAccumulatedDeficit
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X
- References
No definition available.
+ Details
Name: usgaap_TextBlockAbstract
Namespace Prefix: us- gaap_

Data Type: xbrli:stringItemType
BalanceType: na
Period Type: duration

v3.3.1.900

Note 4 - Share Capital (Details) - USD ($)	Feb. 01, 2016	Dec. 31, 2015	Aug. 31, 2015	Jun. 26, 2015
Details				
Common Stock, Shares Authorized	125,000,000	100,000,000	100,000,000	
Common Stock, Par Value		$ 0.001	$ 0.001	
Preferred Stock, Shares Authorized	10,000,000	1,000,000	1,000,000	
Preferred Stock, Par Value		$ 0.001	$ 0.001	
Shares Issued to Incorporator for Organization Expense and Services		3,500,000		
Services and Direct Costs Valued		$ 3,500		
Incorporator Incurred Costs and Other Payments to Develop Asset		$ 1,000		
Issued Shares to Investors				4,500,000
Investors Paid Per Share Amount				$ 0.01
Investors Paid for a Combined Investment				$ 45,000
Common Stock, Shares Outstanding		9,000,000	9,000,000	

X
- Definition
Incorporator, incurred costs and other payments to develop asset.
+ References
No definition available.
+ Details
Name: fil_IncorporatorIncurredCostsAndOtherPaymentsToDevelopAsset
Namespace Prefix: fil_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X
- Definition
Investors paid for a combined investment.
+ References
No definition available.
+ Details
Name: fil_InvestorsPaidForACombinedInvestment
Namespace Prefix: fil_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X
- Definition
Investors paid per share.
+ References
No definition available.

+ Details
Name: fil_InvestorsPaidPerShareAmount
Namespace Prefix: fil_
Data Type: num:perShareItemType
Balance Type: na
Period Type: instant

X
- Definition
Issued Shares to Investors.
+ References
No definition available.
+ Details
Name: fil_IssuedSharesToInvestors
Namespace Prefix: fil_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X
- Definition
Services and direct costs valued.
+ References
No definition available.
+ Details
Name: fil_ServicesAndDirectCostsValued
Namespace Prefix: fil_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X
- Definition
Shares issued to incorporator for organization expense and services.
+ References
No definition available.
+ Details
Name: fil_SharesIssuedToIncorporatorForOrganizationExpenseAndServices
Namespace Prefix: fil_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X
- Definition
Face amount or stated value per share of common stock.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99

- Paragraph 1
- Subparagraph (SX 210.5- 02.29)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 30
- Article 5

+ Details

Name: usgaap_CommonStockParOrStatedValuePerShare
Namespace Prefix: us- gaap_
Data Type: num:perShareItemType
Balance Type: na
Period Type: instant

X
- Definition

The maximum number of common shares permitted to be issued by an entity's charter and bylaws.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.29)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 30
- Article 5

+ Details

Name: us- gaap_CommonStockSharesAuthorized
Namespace Prefix: us- gaap_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X
- Definition

Number of shares of common stock outstanding. Common stock represent the ownership interest in a corporation.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB

- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section 50
- Paragraph 2
- URI http://asc.fasb.org/extlink&oid=6928386&loc=d3e21463- 112644

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.29)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 505
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.3- 04)
- URI http://asc.fasb.org/extlink&oid=27012166&loc=d3e187085- 122770

Reference 4: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 30
- Article 5

+ Details

Name: us- gaap_CommonStockSharesOutstanding
Namespace Prefix: us- gaap_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X

- Definition

Face amount or stated value per share of preferred stock nonredeemable or redeemable solely at the option of the issuer.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1

- Subparagraph (SX 210.5- 02.28)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 29
- Article 5

+ Details

Name: us- gaap_PreferredStockParOrStatedValuePerShare
Namespace Prefix: us- gaap_
Data Type: num:perShareItemType
Balance Type: na
Period Type: instant

X

- Definition

The maximum number of nonredeemable preferred shares (or preferred stock redeemable solely at the option of the issuer) permitted to be issued by an entity's charter and bylaws.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 210
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.5- 02.28)
- URI http://asc.fasb.org/extlink&oid=6877327&loc=d3e13212- 122682

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher SEC
- Name Regulation S- X (SX)
- Number 210
- Section 02
- Paragraph 29
- Article 5

+ Details

Name: us- gaap_PreferredStockSharesAuthorized
Namespace Prefix: us- gaap_
Data Type: xbrli:sharesItemType
Balance Type: na
Period Type: instant

X

- References

No definition available.

+ Details

Name: usgaap_TextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType

Balance Type: na
Period Type: duration

v3.3.1.900

Note 5 - Deferred Offering Expense (Details)	4 Months Ended Dec. 31, 2015 USD ($)
Details	
Deferred Offering Expense	$ 45,000

X
- Definition
The amount of deferred charges applied against earnings during the period.
+ References
No definition available.
+ Details
Name: fil_DeferredOfferingExpense
Namespace Prefix: fil_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_TextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
PeriodType: duration

v3.3.1.900

Note 7 - Income Taxes (Details) - USD ($)	Dec. 31, 2015	Aug. 31, 2015
Details		
Operating Loss Carryforwards	$ 70,128	$ 265,874
Deferred Tax Assets, Operating Loss Carryforwards, Domestic	$ 250	

X
- Definition
Amount before allocation of valuation allowances of deferred tax asset attributable to deductible domestic operating loss carryforwards. Excludes state and local operating loss carryforwards.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 6
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32621- 109319

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 25
- Paragraph 20
- Subparagraph (b)
- URI http://asc.fasb.org/extlink&oid=51675352&loc=d3e28680- 109314

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 8
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32632- 109319
+ Details
Name: us- gaap_DeferredTaxAssetsOperatingLossCarryforwardsDomestic
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X
- Definition
Amount of operating loss carryforward, before tax effects, available to reduce future taxable income under enacted tax laws.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef

- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 3
- Subparagraph (a)
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32559- 109319

+ Details

Name: us- gaap_OperatingLossCarryforwards
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X
- References

No definition available.

+ Details

Name: usgaap_TextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 7 - Income Taxes: Schedule of Deferred Tax Assets and Liabilities (Details) - USD ($)	Dec. 31, 2015	Aug. 31, 2015
Details		
Deferred Tax Assets, Operating Loss Carryforwards	$ 24,545	$ 93,056
Deferred Tax Assets, Gross	24,545	93,056
Operating Loss Carryforwards, Valuation Allowance	$ (24,545)	$ (93,056)

X
- Definition
Amount before allocation of valuation allowances of deferred tax asset attributable to deductible temporary differences and carryforwards.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 2
- Subparagraph (b)
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32537- 109319

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Glossary Deferred Tax Asset
- URI http://asc.fasb.org/extlink&oid=6510090
+ Details
Name: us- gaap_DeferredTaxAssetsGross
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X
- Definition
Amount before allocation of valuation allowances of deferred tax asset attributable to deductible operating loss carryforwards.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 25
- Paragraph 20
- Subparagraph (b)
- URI http://asc.fasb.org/extlink&oid=51675352&loc=d3e28680- 109314

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 6
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32621- 109319

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 8
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32632- 109319

+ Details

Name: us- gaap_DeferredTaxAssetsOperatingLossCarryforwards
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: instant

X

- Definition

The portion of the valuation allowance pertaining to the deferred tax asset representing potential future taxable deductions from net operating loss carryforwards for which it is more likely than not that a tax benefit will not be realized.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 3
- Subparagraph (b)
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32559- 109319

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 30
- Paragraph 5
- Subparagraph (e)
- URI http://asc.fasb.org/extlink&oid=6907311&loc=d3e30536- 109315

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification

- Topic 740
- SubTopic 10
- Section 50
- Paragraph 2
- Subparagraph (c)
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32537- 109319

+ Details

Name: us- gaap_OperatingLossCarryforwardsValuationAllowance
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: credit
Period Type: instant

X

- References

No definition available.

+ Details

Name: usgaap_TextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 7 - Income Taxes: Schedule of Effective Income Tax Rate Reconciliation (Details)	4 Months Ended Dec. 31, 2015
Details	
Effective Income Tax Rate Reconciliation, Nondeductible Expense, Share-based Compensation Cost, Percent	(35.00%)
Effective Income Tax Rate Reconciliation, State and Local Income Taxes, Percent	(0.00%)
Effective Income Tax Rate Reconciliation, Change in Deferred Tax Assets Valuation Allowance, Percent	35.00%
Effective Income Tax Rate Reconciliation, Other Adjustments, Percent	0.00%

X
- Definition
Percentage of the difference between reported income tax expense (benefit) and expected income tax expense (benefit) computed by applying the domestic federal statutory income tax rates to pretax income (loss) from continuing operations attributable to changes in the valuation allowance for deferred tax assets.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 13
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32698- 109319

eference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 12
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32687- 109319

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SAB TOPIC 6.I)
- URI http://asc.fasb.org/extlink&oid=34349781&loc=d3e330036- 122817
+ Details
Name: us- gaap_EffectiveIncomeTaxRateReconciliationChangeInDeferredTaxAssetsValuationAllowance
Namespace Prefix: us- gaap_
Data Type: num:percentItemType

Balance Type: na
Period Type: duration

X
- Definition
Percentage of the difference between reported income tax expense (benefit) and expected income tax expense (benefit) computed by applying the domestic federal statutory income tax rates to pretax income (loss) from continuing operations attributable to equity- based compensation costs.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 12
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32687- 109319

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SAB TOPIC 6.I)
- URI http://asc.fasb.org/extlink&oid=34349781&loc=d3e330036- 122817

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 13
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32698- 109319
+ Details
Name: usgaap_EffectiveIncomeTaxRateReconciliationNondeductibleExpenseShareBasedCompensationCost
Namespace Prefix: us- gaap_
Data Type: num:percentItemType
Balance Type: na
Period Type: duration

X
- Definition
Percentage of the difference between reported income tax expense (benefit) and expected income tax expense (benefit) computed by applying the domestic federal statutory income tax rates to pretax income (loss) from continuing operations attributable to other adjustments.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740

- SubTopic 10
- Section 50
- Paragraph 12
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32687- 109319

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SAB TOPIC 6.I)
- URI http://asc.fasb.org/extlink&oid=34349781&loc=d3e330036- 122817

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 13
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32698- 109319

+ Details

Name: us- gaap_EffectiveIncomeTaxRateReconciliationOtherAdjustments
Namespace Prefix: us- gaap_
Data Type: num:percentItemType
Balance Type: na
Period Type: duration

X

- Definition

Percentage of the difference between reported income tax expense (benefit) and expected income tax expense (benefit) computed by applying the domestic federal statutory income tax rates to pretax income (loss) from continuing operations applicable to state and local income tax expense (benefit), net of federal tax expense (benefit).

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 12
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32687- 109319

Reference 2: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section S99
- Paragraph 1

- Subparagraph (SAB TOPIC 6.I)
- URI http://asc.fasb.org/extlink&oid=34349781&loc=d3e330036- 122817

Reference 3: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 740
- SubTopic 10
- Section 50
- Paragraph 13
- URI http://asc.fasb.org/extlink&oid=6907707&loc=d3e32698- 109319

+ Details

Name: us- gaap_EffectiveIncomeTaxRateReconciliationStateAndLocalIncomeTaxes
Namespace Prefix: us- gaap_
Data Type: num:percentItemType
Balance Type: na
Period Type: duration

X

- References

No definition available.

+ Details

Name: usgaap_TextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

v3.3.1.900

Note 8 - Forgiveness of Debt (Details)	4 Months Ended Dec. 31, 2015 USD ($)
Details	
Other income- debt forgiveness	$ 254,031
Increase (Decrease) in Other Accounts Payable	150,500
Debt Forgiveness from an Unrelated Party	51,031
Accrued Compensation	$ 52,500

X
- Definition
Accrued Compensation.
+ References
No definition available.
+ Details
Name: fil_AccruedCompensation
Namespace Prefix: fil_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
Debt Forgiveness from an Unrelated Party.
+ References
No definition available.
+ Details
Name: fil_DebtForgivenessFromAnUnrelatedParty
Namespace Prefix: fil_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- Definition
Decrease for amounts of indebtedness forgiven by the holder of the debt instrument.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 235
- SubTopic 10
- Section S99
- Paragraph 1
- Subparagraph (SX 210.4- 08.(f))
- URI http://asc.fasb.org/extlink&oid=26873400&loc=d3e23780- 122690
+ Details
Name: us- gaap_DebtInstrumentDecreaseForgiveness
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType

Balance Type: debit
Period Type: duration

X
- Definition
The increase (decrease) during the reporting period in other obligations due by the reporting entity that are payable within one year (or one business cycle), not otherwise defined in the taxonomy.
+ References
Reference 1: http://www.xbrl.org/2003/role/presentationRef
- Publisher FASB
- Name Accounting Standards Codification
- Topic 230
- SubTopic 10
- Section 45
- Paragraph 28
- Subparagraph (a)
- URI http://asc.fasb.org/extlink&oid=56944662&loc=d3e3602- 108585
+ Details
Name: us- gaap_IncreaseDecreaseInOtherAccountsPayable
Namespace Prefix: us- gaap_
Data Type: xbrli:monetaryItemType
Balance Type: debit
Period Type: duration

X
- References
No definition available.
+ Details
Name: usgaap_TextBlockAbstract
Namespace Prefix: us- gaap_
Data Type: xbrli:stringItemType
Balance Type: na
Period Type: duration

Filing Summary

Version:	3.3.1.900
ProcessingTime:	
ReportFormat:	html
ContextCount:	23
ElementCount:	125
EntityCount:	1
FootnotesReported:	true
SegmentCount:	3
ScenarioCount:	0
TuplesReported:	false
UnitCount:	4

IsDefault	HasEmbeddedReports	HtmlFileName	LongName	ReportType	Role	ShortName	MenuCategory	ParentRole	Position
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false	false	R2.htm	000020 - Statement - Biotricity, Inc. - Balance Sheets	Sheet	http://www.biotricity.com/20151231/role/idr_BiotricityIncBalanceSheets	Biotricity, Inc. - Balance Sheets	Statements		2
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false	false	R5.htm	000050 - Statement - Biotricity, Inc. - Statements of Stockholders' Deficiency	Sheet	http://www.biotricity.com/20151231/role/idr_BiotricityIncStatementsOfStockholdersDeficiency	Biotricity, Inc. - Statements of Stockholders' Deficiency	Statements		5
false	false	R6.htm	000060 - Statement - Biotricity, Inc. - Statements of Cash Flows	Sheet	http://www.biotricity.com/20151231/role/idr_BiotricityIncStatementsOfCashFlows	Biotricity, Inc. - Statements of Cash Flows	Statements		6
false	false	R7.htm	000070 - Disclosure - Note 1 - Organization	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote1Organization	Note 1 - Organization	Notes		7

false	false	R8.htm	000080 - Disclosure - Note 2 - Summary of Significant Accounting Policies	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPolicies	Note 2 - Summary of Significant Accounting Policies	Notes		8
false	false	R9.htm	000090 - Disclosure - Note 3 - Going Concern	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote3GoingConcern	Note 3 - Going Concern	Notes		9
false	false	R10.htm	000100 - Disclosure - Note 4 - Share Capital	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote4ShareCapital	Note 4 - Share Capital	Notes		10
false	false	R11.htm	000110 - Disclosure - Note 5 - Deferred Offering Expense	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote5DeferredOfferingExpense	Note 5 - Deferred Offering Expense	Notes		11
false	false	R12.htm	000120 - Disclosure - Note 6 - Loans - Unrelated Parties	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote6LoansUnrelatedParties	Note 6 - Loans - Unrelated Parties	Notes		12
false	false	R13.htm	000130 - Disclosure - Note 7 - Income Taxes	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote7IncomeTaxes	Note 7 - Income Taxes	Notes		13
false	false	R14.htm	000140 - Disclosure - Note 8 - Forgiveness of Debt	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote8ForgivenessOfDebt	Note 8 - Forgiveness of Debt	Notes		14
false	false	R15.htm	000150 - Disclosure - Note 9 - Related Party Transactions	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote9RelatedPartyTransactions	Note 9 - Related Party Transactions	Notes		15
false	false	R16.htm	000160 - Disclosure - Note 10 - Subsequent Events	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote10SubsequentEvents	Note 10 - Subsequent Events	Notes		16
false	false	R17.htm	000170 - Disclosure - Note 2 - Summary of Significant Accounting Policies: A. Basis of Accounting and Presentation (Policies)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesABasisOfAccountingAndPresentationPolicies	Note 2 - Summary of Significant Accounting Policies: A. Basis of Accounting and Presentation (Policies)	Policies	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPolicies	17
false	false	R18.htm	000180 - Disclosure - Note 2 - Summary of Significant Accounting Policies: B. Cash Equivalents	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesBCashEquivalentsPolicies	Note 2 - Summary of Significant Accounting Policies: B. Cash Equivalents (Policies)	Policies	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPolicies	18

			(Policies)						
false	false	R19.htm	000190 - Disclosure - Note 2 - Summary of Significant Accounting Policies: C. Stock-based Compensation (Policies)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesCStockBasedCompensationPolicies	Note 2 - Summary of Significant Accounting Policies: C. Stock-based Compensation (Policies)	Policies	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPolicies	19
false	false	R20.htm	000200 - Disclosure - Note 2 - Summary of Significant Accounting Policies: D. Use of Estimates and Assumptions (Policies)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesDUseOfEstimatesAndAssumptionsPolicies	Note 2 - Summary of Significant Accounting Policies: D. Use of Estimates and Assumptions (Policies)	Policies	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPolicies	20
false	false	R21.htm	000210 - Disclosure - Note 2 - Summary of Significant Accounting Policies: E. Earnings (loss) Per Share (Policies)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesEEarningsLossPerSharePolicies	Note 2 - Summary of Significant Accounting Policies: E. Earnings (loss) Per Share (Policies)	Policies	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPolicies	21
false	false	R22.htm	000220 - Disclosure - Note 2 - Summary of Significant Accounting Policies: F. Income Taxes (Policies)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesFIncomeTaxesPolicies	Note 2 - Summary of Significant Accounting Policies: F. Income Taxes (Policies)	Policies	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPolicies	22
false	false	R23.htm	000230 - Disclosure - Note 2 - Summary of Significant Accounting Policies: G. Advertising (Policies)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesGAdvertisingPolicies	Note 2 - Summary of Significant Accounting Policies: G. Advertising (Policies)	Policies	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPolicies	23
false	false	R24.htm	000240 - Disclosure - Note 2 - Summary of Significant Accounting Policies: H. Related Software Costs (Policies)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesHRelatedSoftwareCostsPolicies	Note 2 - Summary of Significant Accounting Policies: H. Related Software Costs (Policies)	Policies	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPolicies	24
false	false	R25.htm	000250 - Disclosure - Note 2 - Summary of Significant Accounting Policies: Intangible	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesIntangibleAssetsPolicies	Note 2 - Summary of Significant Accounting Policies: Intangible Assets (Policies)	Policies	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPolicies	25

			Assets (Policies)						
false	false	R26.htm	000260 - Disclosure - Note 2 - Summary of Significant Accounting Policies: J. Fair Value of Financial Instruments (Policies)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesJFairValueOfFinancialInstrumentsPolicies	Note 2 - Summary of Significant Accounting Policies: J. Fair Value of Financial Instruments (Policies)	Policies	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPolicies	26
false	false	R27.htm	000270 - Disclosure - Note 2 - Summary of Significant Accounting Policies: K. Recently Issued Accounting Pronouncements (Policies)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesKRecentlyIssuedAccountingPronouncementsPolicies	Note 2 - Summary of Significant Accounting Policies: K. Recently Issued Accounting Pronouncements (Policies)	Policies	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPolicies	27
false	false	R28.htm	000280 - Disclosure - Note 7 - Income Taxes: Schedule of Deferred Tax Assets and Liabilities (Tables)	Sheet	http://www..biotricity.com/20151231/role/idr_DisclosureNote7IncomeTaxesScheduleOfDeferredTaxAssetsAndLiabilitiesTables	Note 7 - Income Taxes: Schedule of Deferred Tax Assets and Liabilities (Tables)	Tables		28
false	false	R29.htm	000290 - Disclosure - Note 7 - Income Taxes: Schedule of Effective Income Tax Rate Reconciliation (Tables)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote7IncomeTaxesScheduleOfEffectiveIncomeTaxRateReconciliationTables	Note 7 - Income Taxes: Schedule of Effective Income Tax Rate Reconciliation (Tables)	Tables		29
false	false	R30.htm	000300 - Disclosure - Note 1 - Organization (Details)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote1OrganizationDetails	Note 1 - Organization (Details)	Details	http://www.biotricity.com/20151231/role/idr_DisclosureNote1Organization	30
false	false	R31.htm	000310 - Disclosure - Note 2 - Summary of Significant Accounting Policies: F. Income Taxes (Details)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesFIncomeTaxesDetails	Note 2 - Summary of Significant Accounting Policies: F. Income Taxes (Details)	Details	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesFIncomeTaxesPolicies	31
false	false	R32.htm	000320 - Disclosure - Note 2 - Summary of Significant Accounting Policies: Intangible Assets	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesIntangibleAssetsDetails	Note 2 - Summary of Significant Accounting Policies: Intangible Assets (Details)	Details	http://www.biotricity.com/20151231/role/idr_DisclosureNote2SummaryOfSignificantAccountingPoliciesIntangibleAssetsPolicies	32

			(Details)						
false	false	R33.htm	000330 - Disclosure - Note 3 - Going Concern (Details)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote3GoingConcernDetails	Note 3 - Going Concern (Details)	Details	http://www.biotricity.com/20151231/role/idr_DisclosureNote3GoingConcern	33
false	false	R34.htm	000340 - Disclosure - Note 4 - Share Capital (Details)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote4ShareCapitalDetails	Note 4 - Share Capital (Details)	Details	http://www.biotricity.com/20151231/role/idr_DisclosureNote4ShareCapital	34
false	false	R35.htm	000350 - Disclosure - Note 5 - Deferred Offering Expense (Details)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote5DeferredOfferingExpenseDetails	Note 5 - Deferred Offering Expense (Details)	Details	http://www.biotricity.com/20151231/role/idr_DisclosureNote5DeferredOfferingExpense	35
false	false	R36.htm	000360 - Disclosure - Note 7 - Income Taxes (Details)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote7IncomeTaxesDetails	Note 7 - Income Taxes (Details)	Details	http://www.biotricity.com/20151231/role/idr_DisclosureNote7IncomeTaxesScheduleOfDeferredTaxAssetsAndLiabilitiesTables	36
false	false	R37.htm	000370 - Disclosure - Note 7 - Income Taxes: Schedule of Deferred Tax Assets and Liabilities (Details)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote7IncomeTaxesScheduleOfDeferredTaxAssetsAndLiabilitiesDetails	Note 7 - Income Taxes: Schedule of Deferred Tax Assets and Liabilities (Details)	Details	http://www.biotricity.com/20151231/role/idr_DisclosureNote7IncomeTaxesScheduleOfDeferredTaxAssetsAndLiabilitiesTables	37
false	false	R38.htm	000380 - Disclosure - Note 7 - Income Taxes: Schedule of Effective Income Tax Rate Reconciliation (Details)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote7IncomeTaxesScheduleOfEffectiveIncomeTaxRateReconciliationDetails	Note 7 - Income Taxes: Schedule of Effective Income Tax Rate Reconciliation (Details)	Details	http://www.biotricity.com/20151231/role/idr_DisclosureNote7IncomeTaxesScheduleOfEffectiveIncomeTaxRateReconciliationTables	38
false	false	R39.htm	000390 - Disclosure - Note 8 - Forgiveness of Debt (Details)	Sheet	http://www.biotricity.com/20151231/role/idr_DisclosureNote8ForgivenessOfDebtDetails	Note 8 - Forgiveness of Debt (Details)	Details	http://www.biotricity.com/20151231/role/idr_DisclosureNote8ForgivenessOfDebt	39
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Input Files

btcy-20151231.xml

btcy-20151231.xsd

btcy-20151231_cal.xml

btcy-20151231_def.xml

btcy-20151231_lab.xml

btcy-20151231_pre.xml

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