

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

**CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): **March 3, 2017**

BIOTRICITY INC.

(Exact Name of Registrant as Specified in Its Charter)

<u>Nevada</u> (State or Other Jurisdiction of Incorporation or Organization)	<u>333-201719</u> (Commission File Number)	<u>47-2548273</u> (IRS Employer Identification No.)
<u>275 Shoreline Dr., Suite 150</u> <u>Redwood City, CA</u> (Address of Principal Executive Offices)		<u>94065</u> (Zip Code)

Registrant's Telephone Number, Including Area Code: (416) 214-3678

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

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

Item Entry into a Material Definitive Agreement
1.01

On March 7, 2016, Biotricity Inc. (the “Registrant”) sold to accredited investors, in a first closing, an aggregate of 571,561 units (the “Units”) for gross proceeds of \$1,000,232 at a purchase price of \$1.75 per Unit (the “Purchase Price”), in a private offering of a minimum of \$1,000,000 and up to a maximum of \$8,000,000 (subject to an overallotment option) (the “Offering”). Each Unit consists of one share of common stock, par value \$0.001 per share (the “Common Stock”) and a three-year warrant (the “Warrant”) to purchase one-half share of Common Stock at an initial exercise price of \$3.00 per whole share (the “Warrant Shares”). The Units were sold to each subscriber of the Offering pursuant to Subscription Agreements (the “Subscription Agreements”). After payment of placement agent fees and expenses but before the payment of other offering expenses such as legal and accounting expenses, the Registrant received net proceeds of approximately \$916,841. The Units will be offered until March 31, 2017, subject to the right to extend the Offering.

Pursuant to an Investment Banking Agreement, as amended (the “Banking Agreement”), the Company engaged HRA Capital, LLC, acting through Corinthian Partners, L.L.C. (the “Placement Agent”), as the Company’s exclusive agent to assist in selling the Units, subject to the right to the Placement Agent to engage sub-placement agents in connection with the Offering. Pursuant to the Banking Agreement, the Registrant agreed to pay or provide to the Placement Agent and/or sub-placement agents the following compensation at each closing of the Offering: (a) a cash fee of up to 10% of the gross proceeds raised at such closing; provided that in certain circumstances the Placement Agent and its sub-placement agents, collectively, will receive a cash fee of up to 13% of the gross proceeds raised at such closing; (b) reimbursement of reasonable out-of-pocket expense; and (c) subject to certain limitations, a 5-year warrant to purchase 8% of the Common Stock sold in the Offering at an exercise price of \$3.00 per share (the “Placement Agent’s Warrants”). The Placement Agent’s Warrants are not callable and have a customary weighted average anti-dilution provision and a cashless exercise provision. At the first closing of the Offering, the Registrant paid to the Placement Agent and its sub-agents an aggregate of approximately \$83,391, and issued Placement Agent’s Warrants to purchase an aggregate of 45,725 shares of Common Stock.

The foregoing description of the Banking Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Banking Agreement, which is filed herewith as Exhibit 10.1 to this report and incorporated herein by reference.

Pursuant to the terms of a Registration Rights Agreement included as part of the Subscription Agreements, the Registrant agreed to file a registration statement on Form S-1 (or any other applicable form exclusively for the Offering) registering for resale under the Securities Act of 1933, as amended (the “Securities Act”), all of the shares of the Common Stock sold in the Offering and the Warrant Shares.

The investors participating in the Offering met the accredited investor definition of Rule 501 of the Securities Act. The offer and sale of the Units in the Offering were made in reliance on the exemption from registration afforded under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D under the Securities Act. The Offering was not conducted in connection with a public offering, and no public solicitation or advertisement was made or relied upon by the investors in connection with the Offering. This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall the Units, Common Stock, or Warrants be offered or sold in the United States absent registration or an applicable exemption from the registration requirements and certificates evidencing such shares contain a legend stating the same.

The foregoing description of the Offering and related transactions does not purport to be complete and is qualified in its entirety by reference to the complete text of the form of Subscription Agreement, the form of Warrant and the Form of Placement Agent's Warrants, which are filed herewith as Exhibits 10.2, 4.1 and 4.2, respectively, and incorporated herein by reference.

Reference is made to the disclosures set forth under Item 2.03 of this Current Report on Form 8-K, which disclosure is incorporated herein by reference.

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

On March 3, 2017, several individuals made unsecured, short-term loans (the "Loans") to the Company in the total aggregate amount of \$201,500. \$151,500 of such amount was repaid on March 7, 2017 out of the proceeds from the Offering. The remaining \$50,000 of principal is due on April 7, 2017. The Company used the proceeds from the Loan to fund short-term working capital requirements until the closing of the Offering.

The foregoing description of the Loans does not purport to be complete and is qualified in its entirety by reference to the complete text of the form of Promissory Note, which is filed herewith as Exhibit 10.3 and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities

Reference is made to the disclosures set forth under Item 1.01 of this Current Report on Form 8-K, which disclosure is incorporated herein by reference.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

On March 9, 2017, the Registrant's Compensation Committee and the Registrant's Board of Directors (the "Board") authorized and approved the payment of a bonus to Waqaas Al-Siddiq, the Registrant's Chief Executive Officer, of \$150,000 based on his performance in 2016.

Item 8.01 Other Events

On March 9, 2017, the Board established an Audit Committee and a Compensation Committee, each consisting initially of one director. Norman M. Betts, an independent Board member, was appointed to serve as the initial member of the Audit Committee. David A. Rosa, an independent Board Member, was appointed to serve as the sole member of the Compensation Committee.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit	Description
4.1	Form of Warrant
4.2	Form of Placement Agent's Warrants
10.1	Investment Banking Agreement, as amended
10.2	Form of Subscription Agreement
10.3	Form of Promissory Note

SIGNATURES

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

Date: March 9, 2017

BIOTRICITY INC.

By: /s/ Waqaas Al-Siddiq

Waqaas Al-Siddiq
Chief Executive
Officer

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, [NAME], or his/her/our registered assigns (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 [THREE YEAR ANNIVERSARY OF ISSUE DATE] (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 Units in accordance with, and subject to, the terms and conditions described in the Subscription Agreement, dated as of even date herewith (the "**Subscription Agreement**").

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 [NUMBER OF SHARES] shares (the "**Shares**") of the Company's common stock, par value \$0.001 ("**Common Stock**"), at a per share exercise price of \$3.00 (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, 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)

Redemption. (i) All of the outstanding Warrants (but not less than all) may be redeemed, at the option of the Company, at any time while they are exercisable and prior to their expiration upon notice to the Purchaser at the price of \$0.001 per Warrant (the **“Redemption Price”**), provided that the VWAP (as defined below) of the Common Stock is 200% of the exercise price or more for 20 consecutive Trading Days prior to the date on which notice of the redemption is given and provided that there is an effective registration statement covering the Common Stock issuable upon exercise of the Warrants, available throughout the 30-day period after the Redemption Date (as defined below). **“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 (as defined below), 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 then quoted on the OTC Bulletin Board, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTC Bulletin Board, (c) if the Common Stock is not then listed or quoted for trading on the OTC Bulletin Board and if prices for the Common Stock are then reported on 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 (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Warrants then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company. **“Trading Day”** means a day on which the principal Trading Market is open for trading. **“Trading Market”** means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange (or any successors to any of the foregoing), the OTC Bulletin Board or OTC Markets, Inc. (ii) In the event that the Company elects to redeem all of the Warrants, the Company’s board of directors has the right to require the Purchaser to exercise the Warrants on a “cashless basis,” by surrendering the Warrants for that number of shares of Common Stock equal to the quotient obtained by dividing (x) the product of the number of shares of Common Stock underlying the Warrants, multiplied by the difference between the Exercise Price and the average VWAP for 20 consecutive Trading Days prior to the date on which the notice of the redemption is sent to Purchaser (**“Average VWAP”**) by (y) the Average VWAP. (iii) The Company shall fix a date for the redemption (the **“Redemption Date”**). Notice of redemption shall be mailed by first class mail, postage prepaid, by the Company not less than thirty (30) days prior to the Redemption Date to the Purchasers to be redeemed at their last addresses as they shall appear on the registration books. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Purchaser received such notice. (iv) The notice of redemption shall contain the information necessary to calculate the number of shares of Common Stock to be received upon exercise of the Warrants, including the VWAP and Average VWAP calculations. On and after the Redemption Date, the record holder of the Warrants shall have no further rights except to receive, upon surrender of the Warrants, the Redemption Price.

(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, or a reverse merger 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)

Adjustment of Exercise Price Upon Issuance of Additional Shares of Common Stock. If while this Warrant, or any portion hereof, remains outstanding and unexpired, the Company shall issue Additional Shares of Common Stock (as hereinafter defined) without consideration or for a consideration per share less than the then-applicable Exercise Price, then and in such event, such Exercise Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying the then-applicable Exercise Price by a fraction, (i) the numerator of which shall be the number of shares of Common Stock issued and outstanding immediately prior to such issuance plus the quotient obtained by dividing (x) the aggregate consideration received by the Company for the total number of Additional Common Stock so issued by (y) the Exercise Price, and (ii) the denominator of which shall be the number of shares of the Common Stock issued and outstanding immediately prior to such issuance plus the number of Additional Shares of Common Stock so issued.

For the purposes hereof “**Additional Shares of Common Stock**” shall mean all shares of Common Stock, or options, rights, warrants to subscribe for Common Stock, or securities convertible into or exchangeable for shares of Common Stock, actually issued by the Company on or after the date hereof, other than shares of Common Stock or securities convertible into or exchangeable for shares of Common Stock issued at any time:

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upon exercise of the Warrants;

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pursuant to the exercise of options, warrants or other common stock purchase rights issued (or to be issued) to employees, officers or directors of, or consultants or advisors to, or any strategic ally of or investor in, the Company pursuant to any stock purchase plan, stock option plan, equity incentive plan or other plan or arrangement approved by the Board of Directors (or the Compensation Committee thereof) at any time;

(iii) pursuant to the exercise of options, warrants or any evidence of indebtedness, shares of capital stock (other than Common Stock) or other securities convertible into or exchangeable for Common Stock (“**Convertible Securities**”) outstanding as of the date of the issuance of this Warrant;

(i) in connection with the acquisition of all or part of another entity by stock acquisition, merger, consolidation or other reorganization, or by the purchase of all or part of the assets of such other entity (including securities issued to persons formerly employed by such other entity and subsequently hired by the Company and to any brokers or finders in connection therewith);

(vi) bona fide commercial partners, or lessors in connection with credit arrangements, equipment financings or similar transactions approved by the Board of Directors; or

(vii) in connection with the Company’s acquisition, joint-venture, licensing or business transaction of intellectual property assets from any individuals or entities approved by the Board of Directors.

Upon each adjustment of the Exercise Price pursuant to the provisions of this Section 3(d), the number of Shares issuable upon exercise of this Warrant shall be adjusted by multiplying a number equal to the Exercise Price in effect immediately prior to such adjustment by the number of Shares issuable upon exercise of this Warrant immediately prior to such adjustment and dividing the product so obtained by the adjusted Exercise Price.

(e) 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 sent by facsimile transmission, in each case to the intended recipient as set forth below:

If to the Company to:

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

Removal of Legend. Upon request of a holder of a certificate with the legends required by Section 5 hereof and subject to Section 3(f) of the Registration Rights attached as Annex A to the Subscription Agreement, the Company shall issue to such holder a new certificate therefor free of any transfer legend, if, with such request, the Company shall have received an opinion of counsel satisfactory to the Company in form and substance to the effect that any transfer by such holder of the Shares evidenced by such certificate will not violate the Act or any applicable state securities laws.

7.

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

8.

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.

9.
Miscellaneous.

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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, 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 the 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.

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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 Company has caused this Warrant to be signed by its duly authorized officer.

Biotricity Inc.

By:

Name: Waqaas Al-Siddiq

Title: Chief Executive Officer

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, [NAME], or his/her/our registered assigns (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 OF ISSUE DATE] (the "**Warrant Exercise Term**"), the Shares at the Exercise Price (each as defined in Section 1 below).

This Warrant is one of a number of like warrants ("Warrants") and is issued in connection with the Company's private offering solely to accredited investors of Units in accordance with, and subject to, the terms and conditions described in the Subscription Agreement, dated as of even date herewith (the "**Subscription Agreement**").

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 [NUMBER OF SHARES] shares (the "**Shares**") of the Company's common stock, par value \$0.001 ("**Common Stock**"), at a per share exercise price of \$3.00 (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 (as defined below), 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 (as defined below) after the latest of (A) the delivery to the Company of the Notice of Exercise and (B) surrender of this Warrant (if required). "Trading Day" means a day on which the principal Trading Market is open for trading, "Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange (or any successors to any of the foregoing), the OTC Bulletin Board or OTC Markets, Inc.

(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, or a reverse merger 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)

Adjustment of Exercise Price Upon Issuance of Additional Shares of Common Stock. If while this Warrant, or any portion hereof, remains outstanding and unexpired, the Company shall issue Additional Shares of Common Stock (as hereinafter defined) without consideration or for a consideration per share less than the then-applicable Exercise Price, then and in such event, such Exercise Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying the then-applicable Exercise Price by a fraction, (i) the numerator of which shall be the number of shares of Common Stock issued and outstanding immediately prior to such issuance plus the quotient obtained by dividing (x) the aggregate consideration received by the Company for the total number of Additional Common Stock so issued by (y) the Exercise Price, and (ii) the denominator of which shall be the number of shares of the Common Stock issued and outstanding immediately prior to such issuance plus the number of Additional Shares of Common Stock so issued.

For the purposes hereof “**Additional Shares of Common Stock**” shall mean all shares of Common Stock, or options, rights, warrants to subscribe for Common Stock, or securities convertible into or exchangeable for shares of Common Stock, actually issued by the Company on or after the date hereof, other than shares of Common Stock or securities convertible into or exchangeable for shares of Common Stock issued at any time:

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upon exercise of the Warrants;

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pursuant to the exercise of options, warrants or other common stock purchase rights issued (or to be issued) to employees, officers or directors of, or consultants or advisors to, or any strategic ally of or investor in, the Company pursuant to any stock purchase plan, stock option

plan, equity incentive plan or other plan or arrangement approved by the Board of Directors (or the Compensation Committee thereof) at any time;

(iii)

pursuant to the exercise of options, warrants or any evidence of indebtedness, shares of capital stock (other than Common Stock) or other securities convertible into or exchangeable for Common Stock (“**Convertible Securities**”) outstanding as of the date of the issuance of this Warrant;

(i)

in connection with the acquisition of all or part of another entity by stock acquisition, merger, consolidation or other reorganization, or by the purchase of all or part of the assets of such other entity (including securities issued to persons formerly employed by such other entity and subsequently hired by the Company and to any brokers or finders in connection therewith);

(vi)

bona fide commercial partners, or lessors in connection with credit arrangements, equipment financings or similar transactions approved by the Board of Directors; or

(vii)

in connection with the Company’s acquisition, joint-venture, licensing or business transaction of intellectual property assets from any individuals or entities approved by the Board of Directors.

Upon each adjustment of the Exercise Price pursuant to the provisions of this Section 3(d), the number of Shares issuable upon exercise of this Warrant shall be adjusted by multiplying a number equal to the Exercise Price in effect immediately prior to such adjustment by the number of Shares issuable upon exercise of this Warrant immediately prior to such adjustment and dividing the product so obtained by the adjusted Exercise Price.

(e)

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 sent by facsimile transmission, in each case to the intended recipient as set forth below:

If to the Company to:

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

Removal of Legend. Upon request of a holder of a certificate with the legends required by Section 5 hereof and subject to Section 3(f) of the Registration Rights attached as Annex A to the Subscription Agreement, the Company shall issue to such holder a new certificate therefor free of any transfer legend, if, with such request, the Company shall have received an opinion of counsel satisfactory to the Company in form and substance to the effect that any transfer by such holder of the Shares evidenced by such certificate will not violate the Act or any applicable state securities laws.

7.

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

8.

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.

9.
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, without regard to its conflict of law rules.

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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 the 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.

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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 Company has caused this Warrant to be signed by its duly authorized officer.

Biotricity Inc.

By:

Name: Waqaas Al-Siddiq

Title: Chief Executive Officer

October 27, 2016

PERSONAL & CONFIDENTIAL

Waqas Al-Siddiq
Chairman and Chief Executive Officer
Biotricity Inc.
75 International Blvd, Suite 300
Toronto ON M9W 6L9

Dear Waqaas:

Highline Research Advisors (“Highline”), acting through Corinthian Partners LLC (“Corinthian”), is pleased to act as exclusive financial advisor to Biotricity Inc. (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 the Company and to provide the Company with recommendations with respect to the options available to it for meeting its capital needs. During the term of this engagement, the Company will not solicit or negotiate with any other person or entity to act as financial advisor, underwriter, or placement agent or to provide other investment services to the Company, except as set forth in Section 5 below.

1.
Services. In connection with this engagement, Highline will perform the following services:

- a.
Review the Company’s current financing arrangements;
 - b.
Analyze the Company’s operating projections and market conditions;
 - c.
Provide the Company management with recommendations regarding methods of addressing the Company’s financing needs; and
 - d.
To 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 (as so represented by Corinthian and/or Highline, a “Capital Raising Transaction”). Highline will introduce, either directly or through sub-agents, the Company to potential investors who may have an interest in financing the Company and will advise the Company with respect to the proposed structure, terms and conditions of the financing. Highline will help the Company prepare for investor meetings, management presentations, responses to requests for data and other activities. Highline will assist the Company in managing the process of negotiating and closing the financing. This includes reviewing all proposals from potential financing sources, analyzing the terms of such proposals and participating
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in presentations to the Company's Board of Directors regarding any proposals, as well as reviewing the transaction documentation and other closing activities. The Company is free, at its sole discretion, to accept or reject the terms of any proposed financing. For purposes of Section 5 below, Corinthian and/or Highline shall provide to the Company in writing, with reasonable specificity (i.e., it must include the name(s) of individuals that Corinthian and/or Highline has a preexisting, substantive relationship that it or they reasonably believe in good faith is a prospective investor in a Capital Raising Transaction in order to qualify), the name(s) of bona fide prospective investors to whom it or they propose to market the Capital Raising Transaction, which may be updated by Corinthian and/or Highline from time to time to add additional prospective investors.

2.

Information Provided to Highline. In connection with our engagement, the Company has agreed to furnish to Highline, on a timely basis, all relevant information needed by Highline to perform under the terms of this agreement. During our engagement, it may be necessary for us: to interview the management of, the auditors for, and the consultants and advisors to the Company; to rely (without independent verification) upon data furnished to us by them; and to review any financial and other reports relating to the business and financial condition of the Company as we may determine to be relevant under the circumstances. In this connection, the Company will make available to all relevant information, including such information as we may request with respect to the assets, liabilities, earnings, earning power, financial condition, historical performance, future prospects and financial projections and the assumptions used in the development of such projections. We agree that all non-public information obtained by us in connection with our engagement will be held by us in confidence and will be used by us solely for the purpose of performing our obligations relating to our engagement.

We do not assume any responsibility for, or with respect to, the accuracy, completeness or fairness of the information and data supplied to us by the Company or its representatives. In addition, the Company acknowledges that we will assume, without independent verification, all information supplied to us with respect to the Company to be true, correct and complete in all material respects and not contain any untrue statements of material fact or omit to state a material fact necessary to make the information supplied to us not misleading. If at any time during the course of our engagement the Company becomes aware of any material change in any of the information previously furnished to us, it will promptly advise us of the change.

3.

Company Representations. The Company will retain Company counsel and request that they address and deliver to the Company and us a letter dated as of the date of the Closing any Capital Raising Transaction containing statements customary for similar transactions and addressing such additional matters as Highline and Corinthian shall reasonably request.

4.

Scope of Engagement. The Company acknowledges that we will not make, or arrange for others to make, an appraisal of any physical assets of the Company. Nonetheless, if we determine after review of the information furnished to us that any such appraisal or appraisals are necessary or desirable, we will undertake such appraisal and any costs incurred

in connection with such appraisal(s) will be borne by the Company; provided we give at least five (5) days' prior written notice of such undertaking to the Company. Highline has been engaged by the Company only in connection with the matters described in this letter agreement and for no other purpose. We have not made, and will assume no responsibility to make any representation in connection with our engagement as to any legal matter. Except as specifically provided in this letter agreement, Highline shall not be required to render any advice or reports in writing or to perform any other services.

5.

Term of Engagement. Our representation on an exclusive basis will continue for a period of twelve (12) months from the date this letter agreement is executed with Highline and Corinthian; provided however, that either party may terminate the relationship and this letter agreement at any time upon thirty (30) days written notice to the other party. Notwithstanding the foregoing, in the event of termination or expiration of this agreement, Highline's expenses incurred will be payable in full under Section 6 and your obligation to pay any applicable Financing Completion Fee under Section 6 will continue for the twelve (12) month period commencing with such termination or expiration (the "Tail Period"); provided, however, the Company shall only be obligated during the Tail Period to pay a Financing Completion Fee with respect to any capital raised from a Covered Investor (as defined below). For purposes of this Agreement, "Covered Investor" shall mean (i) any investor or potential investor identified to the Company in accordance with Section 1(d) above, whether through a sub-agent or directly and (ii) any other investor which Corinthian and/or Highline has arranged to have a conference call or face-to-face meeting with the Company in connection with a Capital Raising Transaction after prior approval of the Company, and such call or meeting took place.

6.

Fees and Expenses. The Company agrees to reimburse Highline for all reasonable out-of-pocket expenses incurred by Corinthian and Highline in connection with its or their services pursuant to this Agreement, whether or not a transaction occurs (but subject to a cap on non-legal expenses of \$5,000), and subject in any event to the prior approval of the Company for any non-legal expenses over \$1,000. All legal expenses incurred by Highline for services provided by counsel will be further discussed and agreed upon prior to a transaction.

a.

Capital Raising

(i)

Financing Completion Fee.

Funds raised directly by Corinthian. During the term of this agreement (and thereafter as provided in Section 5 above), at the time the Capital Raising Transaction closes, Corinthian, will be paid a cash fee (the “Financing Completion Fee”) equal to 8.0% of the total gross proceeds received by the Company, except as provided for below with regard to funds raised by sub-agents of Corinthian.

Funds raised through sub-agent(s) of Corinthian. If during the term of this agreement, Corinthian enters into sub-agency agreement(s) with other FINRA registered broker-dealers, Corinthian will be paid a cash fee (the “Financing Completion Fee”) equal to 10.0% of the total gross proceeds received by the Company attributable to such sub-agents.

(ii)

Warrants. During the term of this agreement (and thereafter as provided in Section 5 above), at the time the Capital Raising Transaction closes, the Company shall issue to Corinthian warrants to purchase common stock in an amount equal to 8.0% of the number of shares of common stock (or common stock equivalents) purchased by investors in the Capital Raising Transaction and that the investors obtain a right to acquire through purchase, conversion, or exercise of convertible securities issued by the Company in the Capital Raising Transaction that closes during the term of this agreement (and thereafter as provided in Section 5 above). The warrants will be immediately exercisable at the price per share at which the investor can acquire the common stock, adjusted for conversion, stock splits or other dilutive events. In the event there is no public market for the Company’s common stock and investors do not receive warrants in a Capital Raising Transaction, the exercise price of the warrants due Corinthian will be equal to the price per share that investors in the Capital Raising Transaction are able to purchase securities from the Company. The warrants will also include piggyback registration rights, a net exercise provision, and will have a term of five years from the closing date of the Capital Raising Transaction.

7.

Indemnity and Contribution. The parties agree to the terms the indemnification agreement attached hereto as Appendix A and incorporated herein by reference. The provisions of this paragraph shall survive any termination of this agreement.

8.

Other Business. The Company understands that if Highline is asked to act for the Company in any other formal additional capacity relating to this engagement but not specifically addressed in this letter, then such activities shall constitute separate engagements and the terms and conditions of any such additional engagements will be embodied in one or more separate written agreements, containing provisions and terms to be mutually agreed upon, including without limitation appropriate indemnification provisions. The indemnity provisions in Appendix A shall apply to any such additional engagements, unless superseded by an indemnity provision set forth in a separate agreement applicable to any such additional

engagements, and shall remain in full force and effect in accordance with its terms regardless of any completion, modification or termination of Highline's and Corinthian's engagement(s).

9.

Other Corinthian Activities. Corinthian is a full service securities firm engaged in securities trading and brokerage activities as well as investment banking and financial advisory services. In the ordinary course of our trading and brokerage activities, Corinthian or its affiliates may hold positions, for its own account or the accounts of customers, in equity, debt or other securities of the Company. The Company also acknowledges that Corinthian and its affiliates are in the business of providing financial services and consulting advice to others. Nothing herein contained shall be construed to limit or restrict Corinthian in conducting such business with respect to others, or in rendering such advice to others, except as such advice may relate to matters relating to the Company's business and properties and that might compromise confidential information delivered by the Company to Corinthian.

10.

Confidentiality of Advice. Except as otherwise provided in this paragraph, any written or other advice rendered by Highline pursuant to its engagement hereunder is solely for the use and benefit of the Company and shall not be publicly disclosed in whole or in part, in any manner or summarized, excerpted from or otherwise publicly referred to or made available to third parties, other than representatives and agents of the Company, without Highline's prior written approval, unless such disclosure is required by law. In addition, neither Highline nor Corinthian may be otherwise publicly referred to without their prior written consent.

11.

Compliance with Applicable Law. In connection with this engagement, the Company and Corinthian will comply with all applicable federal, state and foreign securities laws and other applicable laws and regulations.

12.

Independent Contractor. Highline and Corinthian are and at all times during the term hereof will remain independent contractors, and nothing contained in this letter agreement will create the relationship of employer and employee or principal and agent as between the Company and Corinthian or any of its employees. Without limiting the generality of the foregoing, all final decisions with respect to matters about which Highline has provided services hereunder shall be solely those of the Company, and neither Highline nor Corinthian shall have any liability relating thereto or arising therefrom. Neither Highline nor Corinthian shall have authority to bind or act for the Company in any respect. It is understood that Highline's and Corinthian's responsibilities to the Company are solely contractual in nature and that neither Highline nor Corinthian owe the Company, or any other party, any fiduciary duty as a result of its engagement.

13.

Successors and Assigns. This letter agreement and all obligations and benefits of the parties hereto shall bind and shall inure to their benefit and that of their respective successors and assigns. The indemnity and contribution provisions incorporated into this letter agreement are for the express benefit of the officers, directors, employees, consultants, agents and controlling persons of Highline and Corinthian and their respective successors, assigns and parent companies.

14.

Announcements. Upon completion of the Capital Raising Transaction, the Company grants to Highline and Corinthian the right to place customary announcement(s) of

this engagement in certain newspapers and to mail announcement(s) to persons and firms selected by Highline and Corinthian, the whole subject to the Company's prior approval, shall be in accordance with all applicable laws and all costs of such announcement(s) will be borne by Highline and Corinthian.

15.

Notices

. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or otherwise delivered by hand or by messenger addressed:

(a)

if to the Company, at the address on the first page hereof, or at such address or facsimile number as shown in Corinthian's records as may be updated in writing from time to time; or

(b)

if to Corinthian, a scanned copy sent by email to mmanoff@corinthianpartners.com; or

(c)

if to Highline a scanned copy sent by email to tkalem@highlinerresearchadvisors.com.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent by mail, at the earlier of its receipt or 5 business days after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid or, if sent by facsimile, the business day following confirmation of facsimile transfer or, or, if sent by nationally recognized overnight delivery service, on the date when delivered.

16.

Governing Law and Arbitration. This agreement shall be governed by and construed under the laws of the State of California applicable to contracts made and to be performed entirely within the State of California. Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in the City and County of San Francisco, before one arbitrator. The arbitration shall be administered by JAMS and in English. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Each party will bear its own costs for arbitration. The prevailing party in arbitration shall be entitled to reasonable attorneys' fees. The provisions of this paragraph shall survive any termination of this agreement.

17. General Provisions. No purported waiver or modification of any of the terms of this letter agreement will be valid unless made in writing and signed by the parties hereto. Section headings used in this letter agreement are for convenience only, are not a part of this letter agreement and will not be used in construing any of the terms hereof. This letter agreement constitutes and embodies the entire understanding and agreement of the parties hereto relating to the subject matter hereof, and there are no other agreements or understandings, written or oral, in effect between the parties relating to the subject matter

hereof, including but not limited to that Letter of Intent dated June 2, 2015 between the Company and Highline, which is deemed terminated and of no further force and effect. No representation, promise, inducement or statement of intention has been made by either of the parties hereto which is to be embodied in this letter agreement, and none of the parties hereto shall be bound by or liable for any alleged representation, promise, inducement or statement of intention, not so set forth herein. No provision of this letter agreement shall be construed in favor of or against either of the parties hereto by reason of the extent to which either of the parties or its counsel participated in the drafting hereof. If any provision of this letter agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions hereof shall in no way be affected and shall remain in full force and effect. This letter agreement may be executed in any number of counterparts and by facsimile signature.

18.

Future Rights. If at any time during the term of this Agreement or during the Tail Period, the Company proposes to effect a financing, or future offering of securities, contemplates conducting a financing or future offering of securities, receives an offer to conduct such a financing or future offering of securities or to engage an investment banking firm or broker dealer to provide any other services to the Company (other than the services to be provided by Corinthian and/or Highline hereunder during the term of this Agreement and the Tail Period, which shall not be governed by this Section 18), the Company shall offer to retain Corinthian and, if legally permitted, Highline) as its advisor, investment banker or broker dealer in connection with such financing or future offering of securities or the provision of such other advisory services or other matter, upon such terms as the parties may mutually agree, such terms to be set forth in a separate engagement letter or other agreement between the parties. Such offer shall be made in writing in order to be effective. The Company shall not offer to retain any other investment banking firm or broker dealer in connection with any such financing or future offering of securities or other matter on terms more favorable than those discussed with Corinthian and Highline without offering to retain Corinthian (and, if applicable, Highline) on such more favorable terms. Corinthian (and, if applicable, Highline) shall notify the Company within ten (10) days of its receipt of the written offer contemplated above as to whether or not it agrees to accept such retention. If Corinthian (and, if applicable, Highline) should decline such retention, the Company shall have no further obligations to Corinthian or Highline with respect to that particular offer, except as specifically provided for herein.

If the foregoing correctly sets forth your understanding of our agreement, please sign the enclosed copy of this letter and return it to Corinthian.

Very truly yours,

CORINTHIAN PARTNERS, LLC

By:

Mitchell Manoff
Chief Executive Officer

HIGHLINE RESEARCH ADVISORS LLC

By:

Theodore E. Kalem
President

The undersigned hereby accepts, agrees to and becomes party to the foregoing letter agreement, effective as of the date first written above.

BIOTRICITY INC.

By:

Waqaas Al-Siddiq,
Chairman and Chief Executive Officer

APPENDIX A—INDEMNIFICATION AGREEMENT

The Company agrees to indemnify and hold harmless Corinthian and its officers, directors, employees, consultants, attorneys, agents, affiliates, parent company and controlling persons (within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended) (Corinthian and each such other persons are collectively and individually referred to below as an "Indemnified Party") from and against any and all loss, claim, damage, liability and expense whatsoever, as incurred, including, without limitation, reasonable costs of any investigation, legal and other fees and expenses incurred in connection with, and any amounts paid in settlement of, any action, suit or proceeding or any claim asserted, to which the Indemnified Party may become subject under any applicable federal or state law (whether in tort, contract or on any other basis) or otherwise, (i) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any private placement memorandum, registration statement (including documents, incorporated by reference) (the "Registration Statement") or in any other written or oral communication provided by or on behalf of the Company to any actual or prospective purchaser of the securities or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) related to the performance by the Indemnified Party of the services contemplated by this letter agreement (including, without limitation, the offer and sale of the securities) and will reimburse the Indemnified Party for all expenses (including legal fees and expenses) in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not the Indemnified Party is a party and whether or not such claim, action or proceeding is initiated or brought by the Company. The Company will not be liable under clause (ii) of the foregoing indemnification provision to the extent that any loss, claim, damage, liability or expense is found in a final judgment by a court or arbitrator, not subject to appeal or further appeal, to have resulted directly from the Indemnified Party's willful misconduct or gross negligence. The Company also agrees that the Indemnified Party shall have no liability (whether direct or indirect, in contract, tort or otherwise) to the Company related to, or arising out of, the engagement of the Indemnified Party pursuant to, or the performance by the Indemnified Party of the services contemplated by, this letter agreement except to the extent that any loss, claim, damage, liability or expense is found in a final judgment by a court or arbitrator, not subject to appeal or further appeal, to have resulted directly from the Indemnified Party's willful misconduct or gross negligence.

If the indemnity provided above shall be unenforceable or unavailable for any reason whatsoever (other than the willful misconduct or gross negligence of the Indemnified Party), the Company, its successors and assigns, and the Indemnified Party shall contribute to all such losses, claims, damages, liabilities and expenses (including,

without limitation, all costs of any investigation, legal or other fees and expenses incurred in connection with, and any amounts paid in settlement of, any action, suit or proceeding or any claim asserted) (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and Corinthian under the terms of this letter agreement or (ii) if the allocation provided for by clause (i) of this sentence is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i), but also the relative fault of the Company and Corinthian in connection with the matter(s) as to which contribution is to be made. The relative benefits received by the Company and Corinthian shall be deemed to be in the same proportion as the fee the Company actually pays to Corinthian bears to the total value of the consideration paid or to be paid by the Company and/or the Company's shareholders in the transaction(s) contemplated in this letter agreement. The relative fault of the Company and Corinthian shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by Corinthian and the Company's and Corinthian's relative intent, knowledge, access to information and opportunity to correct. The Company and Corinthian agree that it would not be just or equitable if contribution pursuant to this paragraph were determined by pro rata allocation or by any other method of allocation which does not take into account these equitable considerations. Notwithstanding the foregoing, to the extent permitted by law, in no event shall the Indemnified Party's share of such losses, claims, damages, liabilities and expenses exceed, in the aggregate, the fee actually paid to the Indemnified Party by the Company. The Company further agrees that, without Corinthian's prior written consent, which consent will not be unreasonably withheld, it will not enter into any settlement of a lawsuit, claim or other proceeding arising out of the transactions contemplated by this agreement unless such settlement includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all such lawsuits, claims, or other proceedings against the Indemnified Parties.

The Indemnified Party will give prompt written notice to the Company of any claim for which it seeks indemnification hereunder, but the omission to so notify the Company will not relieve the Company from any liability which it may otherwise have hereunder except to the extent that the Company is damaged or prejudiced by such omission or from any liability it may have other than under this Appendix A. The Company shall have the right to assume the defense of any claim, lawsuit or action (collectively an "action") for which the Indemnified Party seeks indemnification hereunder, subject to the provisions stated herein with counsel reasonably satisfactory to the Indemnified Party. After notice from the Company to the Indemnified Party of its election to assume the defense thereof, and so long as the Company performs its obligations pursuant to such election, the Company will not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. The Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof at its own expense; provided, however, that the reasonable fees and expenses of such counsel shall be at the expense of the Company if (i) the employment thereof has been specifically authorized by the Company in writing,

(ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) the named parties to any such action (including any impleaded parties) include both the Indemnified Party and the Company and the Indemnified Party shall have reasonably concluded, based on advice of counsel, that there may be legal defenses available to the Indemnified Party which are different from, or in conflict with, any legal defenses which may be available to the Company (in which event the Company shall not have the right to assume the defense of such action on behalf of the Indemnified Party, it being understood, however, that the Company shall not be liable for the reasonable fees and expenses of more than one separate firm of attorneys for all Indemnified Parties in each jurisdiction in which counsel is needed). Despite the foregoing, the Indemnified Party shall not settle any claim without the prior written approval of the Company, which approval shall not be unreasonably withheld, so long as the Company is not in material breach of this Appendix A. Also, each Indemnified Party shall make reasonable efforts to mitigate its losses and liabilities. In addition to the Company's other obligations hereunder and without limitation, the Company agrees to pay monthly, upon receipt of itemized statements therefore, all reasonable fees and expenses of counsel incurred by an Indemnified Party in defending any claim of the type set forth in the preceding paragraphs or in producing documents, assisting in answering any interrogatories, giving any deposition testimony or otherwise becoming involved in any action or response to any claim relating to the engagement referred to herein, or any of the matters enumerated in the preceding paragraphs, whether or not any claim is made against an Indemnified Party or an Indemnified Party is named as a party to any such action.

CONFIDENTIAL

February 13, 2017

Biotricity Inc.
275 Shoreline Drive, Suite 150
Redwood City, CA 94065

Attention: Waqaas Al-Siddiq

Gentlemen:

Reference is hereby made to that letter agreement (the "Agreement"), dated October 27, 2016, by and among Biotricity Inc. (the "Company"), Corinthian Partners, LLC ("Corinthian") and Highline Research Advisors LLC, an affiliate of Corinthian (now known as HRA Capital; "Highline"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

The Company, Highline and Corinthian have agreed to amend and modify certain terms and conditions of the Agreement, as further set forth below.

1.

Section 5 of the Agreement is hereby amended and modified to replace the second reference therein of "twelve (12) months" with "twelve (12) months (or twenty four (24) months, in the case of retail investors in the Capital Raising Transaction introduced by Paulson (as defined below), but not for purposes of Section 18)".

2.

Section 6 of the Agreement is hereby amended and modified to provide for the following at the end of the last sentence of the first paragraph of such section:

"; provided, however, the Company shall pay a one-time \$25,000 non-accountable fee to cover the legal fees of Paulson Investment Company, LLC, a sub-placement agent to Corinthian ("Paulson"), at the time of the first closing of the Capital Raising Transaction"

3.

The paragraph entitled "Funds Raised through sub-agent(s) of Corinthian" in Section 6(a)(i) of the Agreement is hereby amended, restated and replaced in its entirety with the following:

"Funds raised through sub-agent(s) of Corinthian. If during the term of this agreement, Corinthian enters into sub-agency agreement(s) with other FINRA registered broker-dealers ("Sub-Agents"), (i) Corinthian and Paulson (if Paulson shall be the Sub-Agent), collectively, will be paid a cash fee (the "Financing Completion Fee") equal to 13.0% of the total gross proceeds received by the Company attributable to Paulson in the Capital Raising Transaction and (ii) Corinthian and any other Sub-Agent(s), collectively, will be paid a cash fee (the "Financing Completion

Fee”) equal to 10.0% of the total gross proceeds received by the Company attributable to such other Sub-Agent(s) in the Capital Raising Transaction.”

Except as expressly set forth herein, the Agreement shall remain in full force and effect. The Agreement, as amended and modified by this letter agreement, contain the entire agreement among the Company, Highline and Corinthian with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements and understandings with respect thereto.

This letter agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Fax and electronic signatures shall be deemed originals for all purposes hereof.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

Very truly yours,

CORINTHIAN CAPITAL, INC.

By: _____
Name:
Title:

HRA ADVISORS

By: _____
Name:
Title:

ACCEPTED AND AGREED TO
AS OF THE ABOVE DATE:

BIOTRICITY INC.

By: _____
Name: Waqaas Al-Siddiq
Title:

SUBSCRIPTION AGREEMENT

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

Ladies and Gentlemen:

1.

Subscription. The undersigned (the “**Purchaser**”), intending to be legally bound, hereby irrevocably agrees to purchase from Biotricity Inc., a Nevada corporation (the “**Company**”), the number of Units (the “**Units**”) set forth on the signature page hereof at a purchase price of \$1.75 per Unit. Each Unit consists of (i) one share of common stock, par value \$0.001 per share, of Biotricity (the “**Common Stock**”), and (ii) 3-year warrant to purchase one-half share of Common Stock (the “**Warrant Shares**”) at an initial exercise price of \$3.00 per share (each a “**Warrant**” and collectively, the “**Warrants**”).

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and the Confidential Private Placement Memorandum of the Company, dated February [___], 2017, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto (the “**Memorandum**”), relating to the private placement offering (the “**Offering**”) by the Company of a minimum of 571,429 Units (\$1,000,000) (the “**Minimum Amount**”) and a maximum of 4,571,430 Units (\$8,000,000) (the “**Maximum Amount**”), plus an up-to \$12,000,000 over-allotment option. The Units are being offered by the Company on an exclusive basis through Highline Research Advisors LLC, an affiliate of Corinthian Partners, L.L.C. (the “**Placement Agent**”) and such agents and/or sub-placement agents as may be engaged by the Placement Agent on a “reasonable best efforts, all or none” basis with respect to the Minimum Amount and on a “reasonable best efforts” basis with respect to all Units in excess of the Minimum Amount. The minimum purchase is 28,571 Units (\$50,000), although the Company and the Placement Agent may, in their discretion, accept subscriptions for a lesser number of Units.

The terms of the Offering are more completely described in the Memorandum and such terms are incorporated by reference herein in their entirety.

2.

Payment. The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to, “Signature Bank, as Escrow Agent for Biotricity Inc.” in the full amount of the purchase price of the Units being subscribed for. Wire transfer instructions are set forth on the instruction page accompanying this Subscription Agreement. Such funds will be held for the Purchaser’s benefit, and will be returned promptly, without interest or offset if the Purchaser’s subscription is not accepted by the Company for any reason or no reason, or the Offering is terminated pursuant to its terms by the Company or the Placement Agent prior to the applicable closing of the Offering.

3.

Deposit of Funds. All payments made as provided in Section 2 hereof shall be deposited by the Company or the Placement Agent as soon as practicable after receipt thereof with Signature Bank (the “**Escrow Agent**”), in a non-interest-bearing escrow account (the “**Escrow Account**”) until the earliest to occur of: (a) the closing of the sale of the Units being purchased pursuant to this Subscription Agreement in accordance with the Offering terms, (b) the rejection of such subscription and (c) the termination of the Offering by the Company or the Placement Agent. The Company and the Placement Agent may continue to offer and sell the Units and conduct additional closings for the sale of additional Units after the initial closing of the Offering and until the termination of the Offering. In the event that the Company does not effect an initial closing of the Offering on or before March 31, 2017 (the “**Offering Period**”), the Company will refund all subscription funds of the Purchaser held in escrow, without deduction, offset and/or interest accrued thereon, and will return the subscription documents to the Purchaser. If the Company rejects a subscription, either in whole or in part (which decision is in their sole discretion), the rejected subscription funds or the rejected portion thereof will be returned promptly to the Purchaser without interest accrued thereon.

4.

Acceptance of Subscription. The Purchaser understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for Units, in whole or in part, and for any reason or no reason, notwithstanding prior receipt by the Purchaser of notice of acceptance of this subscription. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription

Agreement. If this subscription is rejected in whole or the Offering is terminated, or if the Company fails to conduct an initial closing of subscriptions for at least the Minimum Amount, within the Offering Period, all funds received from the Purchaser will be returned without interest or offset, and this Subscription Agreement shall thereafter be of no further force or effect. If this subscription is rejected in part, the funds for the rejected portion of this subscription will be returned without interest or offset, and this Subscription Agreement will continue in full force and effect to the extent this subscription was accepted.

5.

Representations and Warranties of the Purchaser. The Purchaser hereby acknowledges, represents, warrants and agrees to and with the Company as follows (it being specifically acknowledged and agreed that the Placement Agent, and any agents or sub-agents engaged by the Placement Agent, is, and shall be, a third-party beneficiary of the following):

(a)

The Purchaser is aware that an investment in the Units involves a significant degree of risk, involving a number of very significant risks and has carefully read and considered the matters set forth in the Memorandum, including but not limited to under the caption “Risk Factors” in the Memorandum.

(b)

None of the securities comprising the Units, including the Common Stock and the Warrants offered pursuant to the Memorandum, or the Warrant Shares, are registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or any state securities laws. The Purchaser understands that the offering and sale of the Units (including the Common Stock and the Warrants) and the Warrant Shares are intended to be exempt from registration under the Securities Act, by virtue of Section 4(a)(2) thereof and the provisions of Regulation D promulgated thereunder (“**Regulation D**”), based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

(c)

The Purchaser meets the requirements of at least one of the suitability standards for an “accredited investor” as that term is defined in Regulation D and as set forth on the Investor Purchaser Questionnaire contained herein.

(d)

Prior to the execution of this Subscription Agreement, the Purchaser and the Purchaser’s attorney, accountant, purchaser representative and/or tax adviser, if any (collectively, the “**Advisers**”), have received the Memorandum, the Company’s public filings, including the Company’s most recent annual report filed on Form 10-K (including the section entitled “Risk Factors” therein) and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein.

(e)

Neither the United States Securities and Exchange Commission (the “**SEC**”) nor any state securities commission or other regulatory authority has approved the Units, the Common Stock, the Warrants, or the Warrant Shares, or passed upon or endorsed the merits of the offering of Units, or confirmed the accuracy or determined the adequacy of the Memorandum. The Memorandum has not been reviewed by any federal, state or other regulatory authority.

(f)

All documents, records, and books pertaining to the investment in the Units (including, without limitation, the Memorandum) have been made available for inspection by such Purchaser and its Advisers, if any.

(g)

The Purchaser and its Advisers, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the offering of the Units, the business and financial condition of the Company, and all such questions have been answered to the full satisfaction of the Purchaser and its Advisers, if any.

(h)

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or information (oral or written) other than as stated in or incorporated by reference to the Memorandum.

(i)

The Purchaser is unaware of, is in no way relying on, and did not become aware of the Offering of the Units through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet (including, without limitation, the Company's or SEC's website, internet "blogs," bulletin boards, discussion groups and social networking sites) in connection with the Offering and sale of the Units and is not subscribing for the Units and did not become aware of the Offering of the Units through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally.

(j)

The Purchaser has taken no action that would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Subscription Agreement or the transactions contemplated hereby (other than commissions to be paid by the Company to the Placement Agent or as otherwise described in the Memorandum), nor is the Purchaser aware of any facts or circumstances which would give rise to a claim or action by any party for such a fee or commission.

(k)

The Purchaser, together with its Advisers, if any, has such knowledge and experience in financial, tax, and business matters, and, in particular, investments in securities, so as to enable it to utilize the information made available to it in connection with the Offering to evaluate the merits and risks of an investment in the Units and the Company and to make an informed investment decision with respect thereto.

(l)

The Purchaser is not relying on the Company, the Placement Agent, any sub-agents, or any of their respective employees or agents with respect to the legal, tax, economic and related considerations of an investment in the Units, and the Purchaser has relied on the advice of, or has consulted with, only its own Advisers.

(m)

The Purchaser is acquiring the Units solely for such Purchaser's own account for investment purposes only and not with a view to or intent of resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Units, the Common Stock, the Warrants, the Warrant Shares, and the Purchaser has no plans to enter into any such agreement or arrangement.

(n)

The Purchaser must bear the substantial economic risks of the investment in the Units indefinitely because none of the securities included in the Units may be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the securities included in the Units to the effect that they have not been registered under the Securities Act or applicable state securities laws. Appropriate notations will be made in the Company's stock books to the effect that the securities included in the Units have not been registered under the Securities Act or applicable state securities laws. Stop transfer instructions will be placed with the transfer agent, if any, of the securities. There can be no assurance that there will be any market for resale of the Units, the Common Stock, the Warrants, or the Warrant Shares nor can there be any assurance that such securities will be freely transferable at any time in the foreseeable future.

(o)

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of its investment in the Units for an indefinite period of time.

(p)

The Purchaser (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, or limited liability company or partnership, or association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Units, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or our charter or other organizational documents, such entity has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to

carry out the provisions hereof and thereof and to purchase and hold the securities constituting the Units, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; or (iii) if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company or partnership, or other entity for whom the Purchaser is executing this Subscription Agreement, and such individual, partnership, ward, trust, estate, corporation, or limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription Agreement and make an investment in the Company, and represents that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound.

(q)

The Purchaser and its Advisers, if any, have had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the Memorandum and all documents received or reviewed in connection with the purchase of the Units and have had the opportunity to have representatives of the Company provide them with such additional information regarding the terms and conditions of this particular investment and the financial condition, results of operations, business of the Company deemed relevant by the Purchaser or the Advisers, if any, and all such requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the full satisfaction of the Purchaser and the Advisers, if any.

(r)

Any information which the Purchaser has heretofore furnished or is furnishing herewith to the Company or the Placement Agent or sub-agents is complete and accurate and may be relied upon by the Company and the Placement Agent and sub-agents in determining the availability of an exemption from registration under federal and state securities laws in connection with the offering of securities as described in the Memorandum. The Purchaser further represents and warrants that it will notify and supply corrective information to the Company and the Placement Agent or sub agent immediately upon the occurrence of any change therein occurring prior to the Company's issuance of the securities contained in the Units.

(s)

The Purchaser has significant prior investment experience, including investment in non-registered, high risk securities. The Purchaser is knowledgeable about investment considerations in development-stage companies. The Purchaser has a sufficient net worth to sustain a loss of its entire investment in the Company in the event such a loss should occur. The Purchaser's overall commitment to investments which are not readily marketable is not excessive in view of the Purchaser's net worth and financial circumstances and the purchase of the Units will not cause such commitment to become excessive. The investment is a suitable one for the Purchaser.

(t)

The Purchaser is satisfied that the Purchaser has received adequate information with respect to all matters which it or its Advisers, if any, consider material to the Purchaser's decision to make this investment.

(u)

The Purchaser acknowledges that any estimates or forward-looking statements or projections included in the Memorandum were prepared by the Company in good faith but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed by the Company and should not be relied upon.

(v)

No oral or written representations have been made, or oral or written information furnished, to the Purchaser or the Advisers, if any, in connection with the Offering which are in any way inconsistent with the information contained in the Memorandum or incorporated by reference in the Memorandum.

(w)

Within five (5) days after receipt of a request from the Company or the Placement Agent, the Purchaser will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company or the Placement Agent is subject.

(x)

The Purchaser's substantive relationship with the Placement Agent or subagent through which the Purchaser is subscribing for Units predates the Placement Agent's or such subagent's contact with the Purchaser regarding an investment in the Units.

(y)

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM OR THIS SUBSCRIPTION AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

(z)

The Purchaser acknowledges that none of the Units, the Common Stock, the Warrants, or the Warrant Shares have been recommended by any federal or state securities commission or regulatory authority. In making an investment decision investors must rely on their own examination of the Company and the terms of the Offering, including the merits and risks involved. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Subscription Agreement or the Memorandum. Any representation to the contrary is a criminal offense. The Units, the Common Stock, the Warrants, and the Warrant Shares are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act, and the applicable state securities laws, pursuant to registration or exemption therefrom. The Purchaser should be aware that it will be required to bear the financial risks of this investment for an indefinite period of time.

(aa)

(For ERISA plans only) The fiduciary of the ERISA plan (the "**Plan**") represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Purchaser fiduciary or Plan (a) is responsible for the decision to invest in the Company; (b) is independent of the Company or any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, the Purchaser fiduciary or Plan has not relied primarily on any advice or recommendation of the Company or any of its affiliates.

(bb)

The Purchaser should check the Office of Foreign Assets Control ("OFAC") website at <<http://www.treas.gov/ofac>> before making the following representations. The Purchaser represents that the amounts invested by it in the Company in the Offering were not and are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <<http://www.treas.gov/ofac>>. In addition, the programs administered by OFAC (the "**OFAC Programs**") prohibit dealing with individuals¹ or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

(cc)

To the best of the Purchaser's knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in the preceding paragraph. The Purchaser agrees to promptly notify the Company and the Placement Agent should the Purchaser become aware of any change in the information set forth in these representations. The Purchaser understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Purchaser, either by prohibiting additional subscriptions from the Purchaser, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and the Placement Agent may also be required to report such action and to disclose the Purchaser's identity to OFAC. The Purchaser further acknowledges that the Company may, by written notice to the Purchaser, suspend the redemption rights, if any, of the Purchaser if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company and the Placement Agent or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

(dd)

To the best of the Purchaser's knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a senior foreign political figure,² or any immediate family³ member or close associate⁴ of a senior foreign political figure, as such terms are defined in the footnotes below.

(ee)

If the Purchaser is affiliated with a non-U.S. banking institution (a "**Foreign Bank**"), or if the Purchaser receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Purchaser represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

6.

Company Representations and Warranties. The Company represents and warrants to and agrees with the Purchaser that:

(a)

The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite corporate power to own its properties and to carry on its business as presently conducted. The Company is (or will be) duly qualified as a foreign corporation to do business and is (or will be) in good standing in each jurisdiction where the nature of the business conducted or property owned by it makes such qualification necessary.

(b)

This Subscription Agreement and any other agreements, documents or instruments delivered or required to be delivered together with or pursuant to this Agreement or in connection herewith (collectively "**Transaction Documents**") have been duly authorized, executed and delivered by the Company and are valid and binding agreements of the Company enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity. The Company has full corporate power and authority necessary to enter into and deliver the Transaction Documents and to perform its obligations thereunder.

(c)

The Company has reserved and will keep available out of its authorized but unissued shares of Common Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the exercise of the Warrants.

7.

Registration Rights. The Company hereby grants to the Purchaser the registration rights with respect to the shares of Common Stock and Warrant Shares underlying the Units as described on Annex A attached hereto and incorporated herein by reference. In the event of a conflict between such Annex A and this Subscription Agreement, the Annex A shall control.

8.

Indemnification. The Purchaser agrees to indemnify and hold harmless the Company, the Placement Agent (including its sub-agents, if any), and their respective officers, directors, employees, agents, control persons and affiliates from and against all losses, liabilities, claims, damages, costs, fees and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgment, representation or warranty, or misrepresentation or omission to state a material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscription Agreement.

9.

Irrevocability; Binding Effect. The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives, and permitted assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder shall be joint and several and the agreements, representations, warranties, and acknowledgments herein shall be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, legal representatives, and permitted assigns.

10.

Modification. This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

11.

Immaterial Modifications to the Transaction Documents. The Company may, at any time prior to the applicable closing, modify the Warrant in the form of Annex B to the Memorandum and any other Transaction Document if necessary to clarify any provision therein, without first providing notice or obtaining prior consent of the Purchaser, if, and only if, such modification is not material in any respect.

12.

Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or delivered by facsimile transmission or by e-mail transmission, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 12). Any notice or other communication given by certified mail shall be deemed given at the time of receipt thereof. The Purchaser agrees that notice may be served upon the Purchaser in accordance with the foregoing procedures by the Placement Agent or other agent that introduced the Purchaser to the Company.

13.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares of Common Stock, the Warrants or the Warrant Shares shall be made only in accordance with all applicable laws.

14.

Applicable Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts to be wholly-performed within said State, and without regard to the conflicts of laws principles thereof.

15.

Arbitration. The parties agree to submit all controversies to arbitration in accordance with the provisions set forth below and understand that: (a) arbitration is final and binding on the parties; (b) The parties are waiving their right to seek remedies in court, including the right to a jury trial; (c) pre-arbitration discovery is generally more limited and different from court proceedings; (d) the arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by arbitrators is strictly limited; and (e) the panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

All controversies which may arise between the parties concerning this Subscription Agreement shall be determined by arbitration pursuant to the rules then pertaining to the American Arbitration Association in New York City, New York. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. Sec. 1-16, and the judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. Any notice of such arbitration or for the confirmation of any award in any arbitration shall be sufficient if given in accordance with the provisions of this Agreement. The parties agree that the determination of the arbitrators shall be binding and conclusive upon them.

16.

Blue Sky Qualification. The purchase of Units under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Units from applicable federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

17.

Use of Pronouns. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

18.

Confidentiality. The Purchaser acknowledges and agrees that any information or data the Purchaser has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

19.

Miscellaneous.

(a)

This Subscription Agreement (including the annexes hereto), together with the Transaction Documents (which are to be issued or executed at closing), constitute the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

(b)

The representations and warranties and covenants of the Company and the Purchaser made in this Subscription Agreement (including the annexes hereto) shall survive the execution and delivery hereof and delivery of the securities contained in the Units.

(c)

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

(d)

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original (including signatures sent by facsimile transmission or by email transmission of a PDF scanned document), but all of which shall together constitute one and the same instrument.

(e)

Each provision of this Subscription Agreement shall be considered separable and, if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

(f)

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

(g)

The Purchaser understands and acknowledges that there may be multiple closings for this Offering.

[The below is intended to be blank]

1

These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

2

A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

3

“Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

4

A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

Annex A to the Subscription Agreement

Registration Rights

The Company hereby grants the Purchaser the following registration rights. It is the intention that this Annex A be made a part of and be incorporated into the Subscription Agreement to which this Annex A is attached (the “**Subscription Agreement**”). Capitalized terms used but not defined herein shall have the meanings as defined in the Subscription Agreement. All notice to be provided under this Annex A shall be deemed duly delivered and received in accordance with Section 12 of the Subscription Agreement.

1.

Definitions.

“**Effectiveness Date**” means, with respect to the Registration Statement required to be filed hereunder, the Company’s reasonable best efforts to have such Registration Statement declared effective the 180th calendar day following the initial closing of the Offering; provided, however, that in the event the Company is notified by the Securities and Exchange Commission (the “**Commission**”) that one or more of the above Registration Statements will not be reviewed or is no longer subject to further review and comments, the Effectiveness Date as to such Registration Statement shall be the seventh (7th) Business Day following the date on which the Company is so notified if such date precedes the dates otherwise required above, provided, further, if such Effectiveness Date falls on a day that is not a Business Day, then the Effectiveness Date shall be the next succeeding Business Day.

“**FINRA**” means the Financial Industry Regulatory Authority, Inc.

“**Filing Date**” means, with respect to the Registration Statement required hereunder, the 90th calendar day following the initial closing of the Offering.

“**Holder**” or “**Holders**” means the Purchaser or the Purchaser’s permitted assigns, but solely to the extent that the subject Registrable Securities have not been transferred, sold or assigned pursuant to the Registration Statement or in the aftermarket.

“**Prospectus**” means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated by the Commission pursuant to the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

“**Registrable Securities**” means, as of any date of determination: (a) all of the Common Stock issued in the Offering, (b) all Warrant Shares, and (c) any securities issued or then issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; provided, however, that any such Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the effectiveness of any, or file another, Registration Statement hereunder with respect thereto) for so long as (a) a Registration Statement with respect to the sale of such Registrable Securities is declared effective by the Commission under the Securities Act and such Registrable Securities have been disposed of by the Holder in accordance with such effective Registration Statement, (b) such Registrable Securities have been previously sold in accordance with Rule 144 promulgated by the Commission pursuant to the Securities Act, or (c) such securities are eligible for resale without volume or manner-of-sale restrictions and without current public information pursuant to Rule 144 as set forth in a written opinion letter issued by counsel to the Company to such effect, addressed, delivered and acceptable to the Transfer Agent and the affected Holders (assuming that such securities and any securities issuable upon exercise, conversion or exchange of which, or as a dividend upon which, such securities were issued or are issuable, were at no time held by any affiliate of the Company), as reasonably determined by the Company, upon the advice of counsel to the Company.

“**Registration Statement**” means any registration statement required to be filed hereunder pursuant to Section 2(a), including (in each case) the Prospectus, amendments and supplements to any such registration statement or

Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in any such registration statement. The definition of “Registration Statement” shall not include the Company’s Registration Statement on Form S-1 (Registration No.: 333-210933).

“**Rule 415**” means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“**Rule 424**” means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“**SEC Guidance**” means (i) any publicly-available written or oral guidance of the Commission staff, or any comments, requirements or requests of the Commission staff and (ii) the Securities Act.

“**Subscription Amount**” means, as to each Purchaser, the aggregate amount to be paid for Common Stock and Warrants purchased pursuant to the Subscription Agreement, in United States dollars and in immediately available funds.

“**Warrant Shares**” means Common Stock underlying Warrants issued in the Offering.

2.

Resale Shelf Registration.

(a)

On or prior to the Filing Date, the Company shall prepare and file with the Commission a Registration Statement (which shall be on Form S-1 or if permitted in accordance with SEC Guidance and applicable rules, on Form S-3) covering the resale of all of the Registrable Securities that are not then registered on an effective Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415. Subject to the terms of this Annex, the Company shall use its commercially reasonable best efforts to cause a Registration Statement filed under this Annex (including, without limitation, under Section 3(c)) to be declared effective under the Securities Act as promptly as possible after the filing thereof, but in any event no later than the Effectiveness Date, and shall use its commercially reasonable best efforts to keep such Registration Statement continuously effective under the Securities Act (or file and keep continuously effective one or more replacement Registration Statements to register all Registrable Securities) until all Registrable Securities covered by such Registration Statement (i) have been sold, thereunder or pursuant to Rule 144, or (ii) may be sold without volume or manner-of-sale restrictions pursuant to Rule 144 and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144, as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Transfer Agent and the affected Holders (the “**Effectiveness Period**”). The Company shall file a final Prospectus with the Commission as required by Rule 424 with respect to each Registration Statement.

(b)

Notwithstanding the registration obligations set forth in Section 2(a), if the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly inform each of the Holders thereof and use its commercially reasonable efforts to file amendments to the Registration Statement as required by the Commission, covering the maximum number of Registrable Securities permitted to be registered by the Commission, on such other form available to register for resale the Registrable Securities as a secondary offering; provided, however, that prior to filing such amendment, the Company shall be obligated to use commercially reasonable efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, Compliance and Disclosure Interpretation 612.09.

(c)

Notwithstanding any other provision of this Annex, if the Commission or any SEC Guidance sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering, unless otherwise directed in writing by a Holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will be reduced as follows: (i) first, the Company shall reduce or eliminate any

securities to be included by any Person other than a Holder; (ii) second, the Company shall reduce Registrable Securities represented by Warrant Shares (applied, in the case that if some Warrant Shares may be registered, to the Holders on a pro rata basis based on the total number of unregistered Warrant Shares held by such Holders); and (iii) third, the Company shall reduce Registrable Securities represented by shares of Common Stock issued in the Offering (applied, in the case that if some of such shares of Common Stock may be registered, to the Holders on a pro rata basis based on the total number of unregistered shares held by such Holders)

(d)

In the event the Company amends the Registration Statement in accordance with the foregoing, the Holder shall be entitled to the rights set forth in Section 6(d) of this Annex with respect to those Registrable Securities that were not registered for resale on the Registration Statement, as amended.

(e)

Each Holder agrees to furnish to the Company a completed questionnaire in the form attached to this Annex as Exhibit A (the “**Selling Stockholder Questionnaire**”) concurrently with the Holder’s subscription for the Registrable Securities.

3.

Registration Procedures. In connection with the Company’s registration obligations hereunder, the Company shall:

(a)

(i) Prepare and file with the Commission such amendments, including post-effective amendments, to a Registration Statement and the Prospectus used in connection therewith as may be necessary to keep a Registration Statement continuously effective as to the Registrable Securities for the Effectiveness Period, (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Annex), and, as so supplemented or amended, to be filed pursuant to Rule 424, (iii) respond as promptly as reasonably practicable to any comments received from the Commission with respect to a Registration Statement or any amendment thereto, and (iv) comply in all material respects with the applicable provisions of the Securities Act and the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) with respect to the disposition of all Registrable Securities covered by a Registration Statement during the applicable period in accordance (subject to the terms of this Annex) with the intended methods of disposition by the Holders thereof set forth in such Registration Statement as so amended or in such Prospectus as so supplemented.

(b)

Notify the Placement Agent or sub-agent on behalf of each Holder as promptly as reasonably practicable (i) when the Registration Statement has become effective, (ii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information, (iii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any governmental action, litigation, hearing or other proceeding (“**Proceedings**”) for that purpose, and (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose.

(c)

Use its commercially reasonable best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order stopping or suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment.

(d)

Subject to the terms of this Annex and applicable law, consent to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto.

(e)

Prior to any resale of Registrable Securities by a Holder, use its commercially reasonable efforts to register or qualify or cooperate with the selling Holders in connection with the registration or qualification (or exemption from the Registration or qualification) of such Registrable Securities for the resale by the Holder under the securities or Blue Sky laws of such jurisdictions within the United States as any Holder reasonably requests in writing, to keep each registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things reasonably necessary to enable the disposition in such jurisdictions of the Registrable Securities covered by the Registration Statement; provided, that, the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified, subject the Company to any material tax in any such jurisdiction where it is not then so subject or file a general consent to service of process in any such jurisdiction.

(f)

If requested by a Holder, cooperate with such Holder to facilitate the preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which certificates shall be free, to the extent permitted by the Subscription Agreement, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holder may request.

(g)

Comply with all applicable rules and regulations of the Commission.

(h)

Furnish to each Holder such number of copies of the Prospectus included in the Registration Statement (including any preliminary Prospectus) and any supplement thereto (in each case including all exhibits and documents incorporated by reference therein) and such other documents as such Holder may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holder.

(i)

Use best efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act.

(j)

Furnish to any Holder so long as the Holder owns Registrable Securities, promptly upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of the Securities Act and the Exchange Act.

4.

Registration Expenses. All fees and expenses incident to the performance of or compliance with this Annex by the Company shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. In no event however shall the Company be responsible for any broker or similar commissions of any Holder or any legal fees or other costs of the Holders.

5.

Indemnification.

(a)

Indemnification by the Company. The Company shall, notwithstanding any termination of this Annex, indemnify and hold harmless each Holder, the officers, directors, members, partners, agents, brokers (including brokers who offer and sell Registrable Securities as principal as a result of a pledge or any failure to perform under a margin call of Common Stock), investment advisors and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, members, stockholders, partners, agents and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "**Losses**"), as incurred, arising out of or relating to (1) any untrue or alleged untrue statement of a material fact contained in a Registration Statement, any

Prospectus or any form of prospectus or in any amendment or supplement thereto, preliminary prospectus, free writing prospectus (as defined in Rule 405 promulgated under the Securities Act), or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading or (2) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder, in connection with the performance of its obligations under this Annex, except to the extent, but only to the extent, that (i) such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement, such Prospectus, preliminary prospectus, free writing prospectus, or in any amendment or supplement thereto (it being understood that the Holder has approved the contents of the Selling Stockholder Questionnaire for this purpose) or (ii) the use by such Holder of an outdated, defective or otherwise unavailable Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated, defective or otherwise unavailable for use by such Holder. The Company shall notify the Holders promptly of the institution, threat or assertion of any governmental action, litigation, hearing or other proceeding arising from or in connection with the transactions contemplated by this Annex of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified person and shall survive the transfer of any Registrable Securities by any of the Holders.

(b)

Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, to the extent arising out of or based solely upon: (x) such Holder's failure to comply with any applicable prospectus delivery requirements of the Securities Act through no fault of the Company or (y) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, preliminary prospectus, free writing prospectus, or in any amendment or supplement thereto, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading (i) to the extent, but only to the extent, that such untrue statement or omission is contained in any information so furnished in writing by such Holder to the Company expressly for inclusion in such Registration Statement or such Prospectus or (ii) to the extent, but only to the extent, that such information relates to such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement (it being understood that the Holder has approved the contents of the Selling Stockholder Questionnaire for this purpose), such Prospectus, preliminary prospectus, free writing prospectus, or in any amendment or supplement thereto or (iii) to the extent, but only to the extent, related to the use by such Holder of an outdated, defective or otherwise unavailable Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated, defective or otherwise unavailable for use by such Holder. In no event shall the liability of any selling Holder under this Section 5(b) be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c)

Conduct of Indemnification Proceedings. (i) If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "**Indemnified Party**"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "**Indemnifying Party**") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; provided, that, the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Annex, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have materially and adversely prejudiced the Indemnifying Party.

(ii)

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses, (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding, or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and counsel to the Indemnified Party shall reasonably believe that a material conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and the reasonable fees and expenses of no more than one separate counsel shall be at the expense of the Indemnifying Party). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld or delayed. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

(iii)

Subject to the terms of this Annex, all reasonable fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten Business Days of written notice thereof to the Indemnifying Party; provided, that, the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) not to be entitled to indemnification hereunder.

(d)

Contribution. (i) If the indemnification under Section 5(a) or 5(b) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Annex, any reasonable attorneys' or other fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms.

(ii)

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 5(d), no Holder shall be required to contribute pursuant to this Section 5(d), in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Holder from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

(iii)

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

6.

Miscellaneous.

(a)

Remedies. In the event of a breach by the Company or by a Holder of any of their respective obligations under this Annex, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Annex, including recovery of damages, shall be entitled to specific performance of its rights under this Annex. Each of the Company and each Holder agrees that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Annex and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall not assert or shall waive the defense that a remedy at law would be adequate.

(b)

Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it (unless an exemption therefrom is available) in connection with sales of Registrable Securities pursuant to a Registration Statement.

(c)

Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of any event that makes the Registration Statement outdated, defective or otherwise unavailable, such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing by the Company or an agent of the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed. The Company will use its reasonable best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable, and shall advise each Holder thereof as promptly as practicable in writing.

(d)

Piggy-Back Registrations. If, at any time during the Effectiveness Period, there is not an effective Registration Statement covering all of the Registrable Securities and the Company shall determine to prepare and file with the Commission a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with the Company's stock option or other employee benefit plans, then the Company shall deliver to each Holder a written notice of such determination and, if within fifteen business days after the date of the delivery of such notice, any such Holder shall so request in writing, the Company shall include in such registration statement all or any part of such Registrable Securities such Holder requests to be registered; provided, however, that the Company shall not be required to register any Registrable Securities pursuant to this Section 6(d) that are the subject of a then effective Registration Statement. The registration of the Registrable Securities pursuant to this Section 6(d) shall not be considered the satisfaction of the requirements of the Company pursuant to Sections 2 and 3 of this Annex, subject to Section 2(d).

To subscribe for Units in the private offering of Biotricity Inc.:

1.
Date and Fill in the number of Units being purchased and **Complete and Sign** the Signature Page of the Subscription Agreement.
2.
Initial the Accredited Investor Certification page attached to this letter.
3.
Complete and return the Investor Profile and, if applicable, Wire Transfer Authorization attached to this letter.
4.
If you are a client of Corinthian Partners, L.L.C., Inc. fax all forms to Marta Wypych of Corinthian Partners, L.L.C. at 646-349-1170 and then send all signed original documents with check to:

**Corinthian Partners, L.L.C.
Attention: Marta Wypych
641 Lexington Ave., 13th Fl.
New York, New York 10022**

5.
If you are not a client of Corinthian Partners, L.L.C. fax all forms to your registered representative.

6.
Please make your subscription payment payable to the order of **“Signature Bank, as Escrow Agent for Biotricity Inc.”**

For wiring funds directly to the escrow account, see the following instructions:

**Acct Name: Signature Bank as Escrow Agent for Biotricity Inc.
Acct #: 1502980862**

**Signature Bank
ABA/Routing #: 026013576
950 Third Ave, 9th FL
New York, NY 10022**

**FBO: Investor Name
Social Security Number
Address**

Thank you for your interest,

Corinthian Partners, L.L.C. and its Sub-Agents

ANTI MONEY LAUNDERING REQUIREMENTS

The USA PATRIOT Act	What is money laundering?	How big is the problem and why is it important?
<p>The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002 all brokerage firms have been required to have new, comprehensive anti-money laundering programs.</p> <p>To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act.</p>	<p>Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism.</p>	<p>The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at \$1 trillion a year.</p>

What are we required to do to eliminate money laundering?	
<p>Under rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with such laws.</p>	<p>As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you.</p>

**BIOTRICITY INC.
SIGNATURE PAGE TO THE
SUBSCRIPTION AGREEMENT**

Subscriber hereby elects to subscribe under the Subscription Agreement for a total of _____ Units at a price of \$1.75 per Unit (NOTE: to be completed by subscriber) and executes the Subscription Agreement.

Date (NOTE: To be completed by subscriber): _____

If the Purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, as COMMUNITY PROPERTY, or as an INDIVIDUAL RETIREMENT ACCOUNT:

Print Name(s)

Social Security Number(s)

Signature(s) of Subscriber(s)

Signature

Date

Address

If the Purchaser is a PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY or TRUST:

**Name of Partnership,
Corporation, Limited
Liability Company or Trust**

**Federal Taxpayer
Identification Number**

By: _____
Name:
Title:

State of Organization

Date

Address

BIOTRICITY INC.

By: _____
Name:
Title:

**Section A- PURCHASER QUESTIONNAIRE
(for Accredited Investors)**

The purpose of this Questionnaire is to obtain information from each prospective investor in order to determine whether or not the suitability standards have been met by the prospective investor. Please answer all questions in detail. By signing this Questionnaire you agree that it may be shown to such authorized persons as the Company and the Placement Agent may deem appropriate to establish that the offer and/or sale of the investment in the Company will not result in any violation of any laws or regulations of any jurisdiction and to establish that the purchasers can bear the economic risk of the investment. Attach additional sheets if necessary to fully answer any question. You make the following representations with the intent that they may be relied upon by the Company and the Placement Agent and other persons designated by the Company and the Placement Agent. Your responses to this Questionnaire will be kept strictly confidential except to the extent that disclosure is required by law or regulation or otherwise demanded by proper legal process.

Name of Investment: ____

Amount of Investment: \$ ____

**PART I
Purchaser Information**

Purchaser General Information:

Name of Individual or Entity: _____

Federal Tax ID or Social Security Number: ____

Marital Status (Natural Persons): Single Married Divorced Widowed N/A

Date of Birth (Natural Person) or Date of Formation (Entity): ____

Citizen of (Natural Person) or State of Organization (Entity): ____

Principal Address:

(STREET)
(CITY)
(STATE)
(ZIP CODE)

Mailing Address:

(if different from Principal Address)

(STREET)
(CITY)
(STATE)
(ZIP CODE)

Email Address: _____

Telephone Number: _____

Purchaser Employment Information:

I am currently (**Please check one**): Employed Unemployed Retired Other

Employer Name: _____

Position: _____

Employer Address: ____

Are you (or is any member of your household) a member of, employed by a member of or employed directly by a stock exchange or FINRA? **(Please check one)** Yes No

Are you (or is any member of your household) licensed by FINRA or as a Registered Investment Advisor and using such license or registration in a professional sales, trading or customer service capacity?
(Please check one) Yes No

Are you (or is any member of your household) a director, 10% stockholder or policy-making officer of a publicly-traded company? **(Please check one)** Yes No

Comments: If you answered any of the questions above “yes” or “other,” please provide details below:

**PART II
TYPE OF OWNERSHIP**

**(Types of ownership with an asterisk require Co-Purchaser signature/information.
Please also complete Part V below.)**

Individual

Keogh Plan

Tenants by the Entireties (TBE)*

Trust

Joint Tenants with Rights
of Survivorship (JTWROS)*

Partnership

Community Property

Limited Liability Company

Tenants in Common (TIC)*

Corporation

Uniform Gift to Minors Act

Pension Plan

State:

Individual Retirement Account

Custodian's Name:

Minor's Name:

**PART III
INVESTOR STATUS**

This private placement is being offered solely to accredited investors, as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended.

A. For Individuals

(i)
The subscriber's *gross income* as evidenced by federal income tax returns for the applicable years:

<u>Individual</u>	<u>With Spouse</u>		
	(a) in 2015 was in excess of	\$ _____	\$ _____
	(b) in 2016 was in excess of	\$ _____	\$ _____
	(c) in 2017 is expected to be in excess of	\$ _____	\$ _____

(ii)
The subscriber's *net worth*, or joint net worth with the subscriber's spouse, is in excess of \$ _____
(excluding the value of the subscriber's primary residence); **[Please provide with reasonable specificity, i.e., not \$2MM+]**

(iii)
The current value of my *liquid assets* (cash, marketable securities, cash surrender value of life insurance and other items easily convertible into cash) is: \$ _____

(iv)
The current value of my *liquid assets* is sufficient to provide for my current needs and possible personal contingencies:

(Please check one) Yes No

(v)
I am a Director or Officer of the Company

**B.
For Entities**

(i)
Please indicate which of the following accurately describes the nature of the business conducted by the entity subscriber.

(Please check the applicable box)

- a bank as defined in Section 3(a)(2) or a savings and loan association or other institution defined in Section 3(a)(5)(A) of the Securities Act of 1933 acting in either an individual or fiduciary capacity;
- a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934;
- an insurance company as defined in Section 2(13) of the Securities Act of 1933;
- an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;
- a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

- a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of \$5,000,000;
- an Employee Benefit Plan within the meaning of the Employee Retirement Income Security Act of 1974 whose investment decision is made by a plan fiduciary as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment advisor, or which has total assets in excess of \$5,000,000, or, if a self-directed plan, a plan the investment decisions of which are made solely by persons who are accredited investors;
- a private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;
- an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Securities Act of 1933;
- an entity in which all of the equity owners are accredited investors

PART IV
TO BE COMPLETED BY ALL PURCHASERS

A.

I/the entity have/has previously participated in any of the following types of investment:

YES

NO

Stocks

Bonds/Notes

Real Estate Limited Partnerships

Oil and Gas Limited Partnerships

Other Tax Shelters

Other Private Placements of
Securities

B. The undersigned subscriber (whether such subscriber is an **individual** or an **entity** (a partnership, corporation, limited liability corporation, trust or estate)), considers himself, herself or itself to be an experienced and sophisticated investor with good-to-excellent investment knowledge. **(Please check one)**

Yes No

C. The undersigned subscriber (whether such subscriber is an **individual** or an **entity** (a partnership, corporation, limited liability corporation, trust or estate)) has such knowledge and experience in financial and business matters that he, she or it is capable of evaluating the risks and merits of this investment and believes that he, she or it can afford the loss of his, her or its entire investment in the Company. **(Please check one):**

Yes No

D. My investment time horizon is **(Please check one)**:

6 to 10 years 10+ years

E. My investment objective with this particular investment is speculation. I have a balanced and diversified portfolio of liquid, less volatile, non-speculative investments. However, I am seeking to maximize the overall returns of my balanced portfolio by taking a heightened degree of risk with a speculative, illiquid investment. **(Please check one):**

Yes No

F. Are High Risk/Speculative investments too risky for your risk tolerance? **(Please check one)**:

Yes No

G. My primary source of income is from my (our):

Retirement Assets

Non-retirement Investments

Employment Compensation

H. My tax bracket is (15%, 25%, 28%, 33%, 35%, etc.): _____%

I. “Bad Actor” Disqualification Questions

- (1) Have you been convicted, within 10 years before a sale in the current offering, of any felony or misdemeanor:
- (a) In connection with the purchase or sale of any security?
 - (b) Involving the making of any false filing with the Securities and Exchange Commission?
 - (c) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers of securities?

(Please check one)

Yes No

- (1) Are you subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before such sale, that, at the time of such sale, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

- (a) In connection with the purchase or sale of any security?
- (b) Involving the making of any false filing with the Securities and Exchange Commission?
- (c) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers of securities

(Please check one)

Yes No

- (1) Are you subject to a final order of a state securities commission (or any agency or officer of a state performing like functions; a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U. S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

- (a) At the time of such sale, bars you from:

- Association with an entity regulated by such commission, authority, agency, or officer;
- Engaging in the business of securities, insurance or banking; or
- Engaging in savings association or credit union activities.

- (b) Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within 10 years before the sale of the contemplated transaction.

(Please check one)

Yes No

(1) Are you currently subject to an order of the Securities and Exchange Commission entered into pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 or Section 203(e) or (f) of the Investment Advisers Act of 1940 which:

- (a) Suspends or revokes your license as a broker, dealer, municipal securities dealer, or investment adviser?
- (b) Places limitations on your activities, functions or operations?
- (c) Bars you from being associated with any entity or from participating in the offering of any penny stock?

(Please check one)

Yes No

(2) Are you subject to any order of the Securities and Exchange Commission entered within 5 years before such sale that, at the time of such sale, orders you to cease and desist from committing or causing a violation or future violation of:

- (a) Any scienter-based (intent/knowledge based) anti-fraud provision of the federal securities laws, including, without limitation, section 17(a)(1) of the Securities Act of 1933, section 10(b) of the Securities Exchange Act of 1934, and 240.10b-5, section 15(c)(1) of the Securities Exchange Act of 1934 and section 206(1) of the Investment Advisers Act of 1940, or any other related rule or regulation?

(b) Section 5 of the Securities Act of 1933?

(Please check one)

Yes No

(3) Are you suspended from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?

(Please check one)

Yes No

(4) Have you filed (as either a registrant or an issuer), or named as an underwriter in, any registration statement or Regulation A offering statement filed with the Securities and Exchange Commission that, within 5 years before such sale, were you the subject of a refusal order, or stop order, or order suspending the Regulation A exemption, or is, at the time of such sale, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?

(Please check one)

Yes No

(5) Are you the subject to an United States Postal Service false representation order within the last five years, or are you, at the time of any sale of the securities offered, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

(Please check one)

Yes No

If you replied "Yes" to any of the questions in this Section IV.I., please provide an explanation with specificity:

**PART V
CO-PURCHASER INFORMATION**

**Only required for the following Types of Ownership
TBE, JTWR0S, Community Property, TIC, and IRA (custodian):**

Co-Purchaser General Information:

Name of Individual or Entity:

Federal Tax ID or Social Security Number:

Marital Status (Natural Persons): Single Married Divorced Widowed N/A

Date of Birth (Natural Person) or Date of Formation (Entity):

Citizen of (Natural Person) or State of Organization (Entity):

Principal Address:

(STREET)
(CITY)
(STATE)
(ZIP CODE)

Mailing Address:

(if different from Principal Address)

(STREET)
(CITY)
(STATE)
(ZIP CODE)

Email Address:

Telephone Number:

Co-Purchaser Employment Information:

I am currently (**Please check one**): Employed Unemployed Retired Other

Employer Name:

Position:

Employer Address: _

Are you (or is any member of your household) a member of, employed by a member of or employed directly by a stock exchange or FINRA? (**Please check one**) Yes No

Are you (or is any member of your household) licensed by FINRA or as a Registered Investment Advisor and using such license or registration in a professional sales, trading or customer service capacity?

(**Please check one**) Yes No

Are you (or is any member of your household) a director, 10% stockholder or policy-making officer of a publicly-traded company? (**Please check one**) Yes No

Comments: If you answered any of the questions above "yes" or "other," please provide details below:

TO BE COMPLETED BY ALL PURCHASERS

(NOTE: Signatures should conform to those used in all additional documents for this investment)

Dated: _

IF AN INDIVIDUAL, JOINT TENANCY
OR CO-TENANCY
complete the following:

PRINT NAME OF INDIVIDUAL OR JOINT OR
CO-TENANT

PRINT NAME OF SECOND JOINT OR CO-TENANT (IF ANY)

SIGNATURE OF INDIVIDUAL OR JOINT OR
CO-TENANT

SIGNATURE OF SECOND JOINT OR CO-TENANT (IF ANY)

IF A PARTNERSHIP, CORPORATION,
LIMITED LIABILITY COMPANY,
TRUST OR OTHER ENTITY,
Complete the following:

CAPACITY OF AUTHORIZED SIGNATORY

TITLE OF ENTITY

SIGNATURE OF AUTHORIZED SIGNATORY

SIGNATURE OF AUTHORIZED SIGNATORY

Signature of Registered Representative:

Print Name and Registered Rep. No.

Section B – Certificate Delivery Instructions

All certificates will be delivered for deposit in your brokerage account with your corresponding registered representative. If you do not wish for the certificates to be delivered to your brokerage account, please indicate below:

-
- ____ Please deliver certificate to the Employer Address listed in Section A.
- ____ Please deliver certificate to the Home Address listed in Section A.
- ____ Please deliver certificate to the following address:

Section C – Form of Payment – Check or Wire Transfer

- ____ Check payable to **Signature Bank, as Escrow Agent for Biotricity Inc.**
 - ____ Wire funds from my outside account according to the “How to subscribe for Units” Page.
 - ____ Wire funds from my Corinthian Partners, L.L.C. Account or my account with my registered representative who is not part of Corinthian Partners, L.L.C. - See the “Wire Transfer Authorization” Page.
 - ____ The funds for this investment are rolled over, tax deferred from _____ within the allowed 60 day window.
- Please check if you are a FINRA member or affiliate of a FINRA member firm: _____

Investor Signature

Date

Certain Definitions

Investment Objectives: The typical investment listed with each objective are only some examples of the kinds of investments that have historically been consistent with the listed objectives. However, neither Biotricity Inc. nor Corinthian Partners, L.L.C. can assure that any investment will achieve your intended objective. You must make your own investment decisions and determine for yourself if the investments you select are appropriate and consistent with your investment objectives.

Neither Biotricity Inc. nor Corinthian Partners, L.L.C. assumes responsibility to you for determining if the investments you selected are suitable for you.

Preservation of Capital: An investment objective of *Preservation of Capital* indicates you seek to maintain the principal value of your investments and are interested in investments that have historically demonstrated a very low degree of risk of loss of principal value. Some examples of typical investments might include money market funds and high quality, short-term fixed income products.

Income: An investment objective of *Income* indicates you seek to generate *Income* from investments and are interested in investments that have historically demonstrated a low degree of risk of loss of principal value. Some examples of typical investments might include high quality, short and medium-term fixed income products, short-term bond funds and covered call options.

Capital Appreciation: An investment objective of *Capital Appreciation* indicates you seek to grow the principal value of your investments over time and are willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value to pursue this objective. Some examples of typical investments might include common stocks, lower quality, medium-term fixed income products Equity mutual funds and index funds.

Trading Profits: An investment objective of *Trading Profits* indicates you seek to take advantage of short-term trading opportunities, which may involve establishing and liquidating positions quickly. Some examples of typical investments might include short-term purchases and sales of volatile or low priced common stocks, put or call options, spreads, straddles and/or combinations on equities or indexes. This is a high-risk strategy.

Speculation: An investment objective of *Speculation* indicates you seek a significant increase in the principal value of your investments and are willing to accept a corresponding greater degree of risk by investing in securities that have historically demonstrated a high degree of risk of loss of principal value to pursue this objective. Some examples of typical investments might include lower quality, long-term fixed income products, initial public offerings, volatile or low priced common stock, the purchase or sale of put or call options, spreads, straddles and/or combinations on equities or indexes, and the use of short-term or day trading strategies.

Other: Please specify.

**Memorandum
Wire Transfer Authorization**

TO:

RE: Client Wire Transfer Authorization
Biotricity Inc.

DATE: _____

This memorandum authorizes the transfer of the following listed funds from my Brokerage Account as follows:

Brokerage Account # _____

Wire Amount \$ _____

BANK NAME:

ABA NUMBER:

A/C NAME: [_____], AS AGENT FOR

A/C Number:

REFERENCE:

SUBSCRIBER LEGAL NAME

TAX ID NUMBER

SUBSCRIBER ADDRESS

FBO: _____

Investment Title: _____

Signature: _____

Signature: _____

(Joint Signature)

Annex B To The Subscription Agreement

BIOTRICITY INC.

Plan Of Distribution

Each selling stockholder of the securities offered hereby and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their securities covered hereby on the principal trading market or any other stock exchange, market or trading facility on which the securities are traded or in private transactions. These sales may be at fixed or negotiated prices. A selling stockholder may use any one or more of the following methods when selling securities:

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

The selling stockholders may also sell securities under Rule 144 under the Securities Act of 1933, as amended (or the Securities Act), if available, rather than under this prospectus.

Broker-dealers engaged by the selling stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling stockholders (or, if any broker-dealer acts as agent for the purchaser of securities, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2440; and in the case of a principal transaction a markup or markdown in compliance with FINRA IM-2440. In connection with the sale of the securities or interests therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the securities in the course of hedging the positions they assume. The selling stockholders may also sell securities short and deliver these securities to close out their short positions, or loan or pledge the securities to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative securities which require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The selling stockholders and any broker-dealers or agents that are involved in selling the securities may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the securities purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Each selling stockholder has informed the Company that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to

distribute the securities. In no event shall any broker-dealer receive fees, commissions and markups which, in the aggregate, would exceed eight percent (8%).

We are required to pay certain fees and expenses incurred by us incident to the registration of the securities. We have agreed to indemnify the selling stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

Because selling stockholders may be deemed to be “underwriters” within the meaning of the Securities Act, they will be subject to the prospectus delivery requirements of the Securities Act including Rule 172 thereunder. In addition, any securities covered by this prospectus which qualify for sale pursuant to Rule 144 under the Securities Act may be sold under Rule 144 rather than under this prospectus. The selling stockholders have advised us that there is no underwriter or coordinating broker acting in connection with the proposed sale of the resale securities by the Selling Stockholders.

We have agreed to keep this prospectus effective until the earlier of (i) the date on which the securities may be resold by the selling stockholders without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for us to be in compliance with the current public information under Rule 144 under the Securities Act or any other rule of similar effect or (ii) all of the securities have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale securities will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale securities covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Securities Exchange Act of 1934, as amended (or the Exchange Act), any person engaged in the distribution of the resale securities may not simultaneously engage in market making activities with respect to the common stock for the applicable restricted period, as defined in Regulation M promulgated under the Exchange Act, prior to the commencement of the distribution. In addition, the selling stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of securities of the common stock by the selling stockholders or any other person. We will make copies of this prospectus available to the selling stockholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

Annex C to the Subscription Agreement

BIOTRICITY INC.

Selling Stockholder Notice and Questionnaire

The undersigned beneficial owner of common stock and warrants (the “**Registrable Securities**”) of Biotricity Inc., a Nevada corporation (the “**Company**”), understands that the Company has filed or intends to file with the Securities and Exchange Commission (the “**Commission**”) a registration statement (the “**Registration Statement**”) for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the “**Securities Act**”), of the Registrable Securities, in accordance with the terms of the Subscription Agreement (the “**Subscription Agreement**”) to which this document is annexed. A copy of the Subscription Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Subscription Agreement.

Certain legal consequences arise from being named as a selling stockholder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling stockholder in the Registration Statement and the related prospectus.

NOTICE

The undersigned beneficial owner (the “**Selling Stockholder**”) of Registrable Securities hereby elects to include the Registrable Securities owned by it in the Registration Statement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

QUESTIONNAIRE

1.

Name.

(a)

Full Legal Name of Selling Stockholder

(b)

Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:

(c)

Full Legal Name of Natural Control Person(s) (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

2. Address for Notices to Selling Stockholder.

Telephone:

Fax:

Contact Person:

3. Broker-Dealer Status.

(a)

Are you a broker-dealer?

Yes " No "

(b)

If "yes" to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes " No "

Note:

If "no" to Section 3(b), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c)

Are you an affiliate of a broker-dealer?

Yes " No "

(d)

If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes " No "

Note:

If "no" to Section 3(d), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

4. Beneficial Ownership of Securities of the Company Owned by the Selling Stockholder.

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company other than the securities issuable pursuant to the Subscription Agreement.

(a)

Type and Amount of other securities beneficially owned by the Selling Stockholder:

5. Relationships with the Company.

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

6. Plan of Distribution.

The undersigned confirms whether the Plan of Distribution attached as Annex B to the Subscription Agreement is acceptable.

Yes " No "

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective. By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 6 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Date:

Name of Beneficial Owner (print):

Signature (individual):

Signature (corporate):

By: _____

Name:

Title:

PLEASE FAX A COPY (OR EMAIL A .PDF COPY) OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE, AND RETURN THE ORIGINAL BY OVERNIGHT MAIL, TO:

Ruskin Moscou Faltischek, P.C.

Attention: Stephen E. Fox, Esq.

East Tower, 15th Floor

1425 RXR Plaza

Uniondale, NY 11556

sfox@rmfpc.com

Fax: (516) 663-6780

BIOTRICITY INC.

PROMISSORY NOTE

Principal Amount: US\$[] Issue Date: March 3, 2017

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 [] **Dollars** (US\$[]) (the “Principal Amount”), without demand, on the Maturity Date (as hereinafter defined). This Note shall not bear interest. 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.

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.

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

“Event of Default” shall have the meaning set forth in Section 4.1.

“Maturity Date” shall mean [March 9, 2017/April 7, 2017]

“Note” means this Convertible Note, as amended, modified or restated.

“Warrants” means the warrants to purchase Common Stock pursuant to Section 2.3, which shall be evidenced by the warrant agreement, the form of which is attached hereto as Exhibit A.

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. This Note may be prepaid by the Company in whole or in part.

SECTION 2.3. Warrants. Upon the Maturity Date, the Holder shall be issued Warrants exercisable into a number of shares of Common Stock equal to the quotient obtained by dividing the Principal Amount by 2, at an exercise price of \$3.00 per share.

SECTION 2.4. 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.

ARTICLE 3

COVENANTS

The Company covenants and agrees that so long as this Note shall be outstanding:

SECTION 3.1. 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, and (b) reasonably promptly issue the Warrants after the Maturity Date.

SECTION 3.2. 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.

ARTICLE 4

REMEDIES

SECTION 4.1. 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 Warrants in accordance with the terms of this Note

(b)

Default in the due and punctual payment of the principal of, or any other amount owing in respect of, 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 4.1), 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 4.2. 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.

SECTION 4.3. 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 5

MISCELLANEOUS

SECTION 5.1. 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 5.2. 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 books and records of the Company and, if to the Company, to its principal office.

SECTION 5.3. 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 5.4. 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 5.5. 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 5.6. 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 5.7. 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 5.9. 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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: