

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

FORM 8-K/A  
(Amendment No. 5)

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

Date of Report (Date of earliest event reported): April 29, 2021 (May 8, 2019)

**KNOW LABS, INC.**

(Exact name of registrant as specified in its charter)

**Nevada**  
(State of other jurisdiction  
of incorporation)

**000-30262**  
(Commission  
File Number)

**90-0273142**  
(IRS Employer  
Identification No.)

**500 Union Street, Suite 810**  
**Seattle, Washington 98101**  
(Address of principal executive office)

**(206) 903-1351**  
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, 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))

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

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

Emerging growth company. ☐

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

☐

This Amendment is qualified in its entirety by reference to the complete terms and conditions of the Amendments which are attached to this Current Report on Form 8-K as Exhibit 10.1-10.2, and incorporated by reference into this Item 3.02.

**Item 3.02 Unregistered Sales of Equity Securities; Item 3.03 Material Modification to Rights of Security Holders.**

**Convertible Redeemable Promissory Notes with Ronald P. Erickson and J3E2A2Z**

On April 29, 2021, the Company approved Amendment 5 to the convertible redeemable promissory notes with Ronald P. Erickson and J3E2A2Z, extending the due dates to September 30, 2021.

**Item 9.01 Financial Statements and Exhibits.**

Exhibits.

10.1 [Amendment 5 dated April 29, 2021 to Convertible Redeemable Promissory Note dated January 31, 2018 by and between Know Labs, Inc. and J3E2A2Z LP.](#) Filed herewith.

10.2 [Amendment 5 dated April 29, 2021 to Convertible Redeemable Promissory Note dated January 31, 2018 by and between Know Labs, Inc. and J3E2A2Z LP.](#) Filed herewith.

**SIGNATURES**

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

Registrant: **KNOW LABS, INC.**

By: /s/ Ronald P. Erickson  
Ronald P. Erickson  
Chairman of the Board

April 30, 2021

**AMENDMENT NO. 5 TO  
CONVERTIBLE REDEEMABLE PROMISSORY NOTE  
DATED JANUARY 31, 2018**

THIS AMENDMENT NO. 5 TO CONVERTIBLE REDEEMABLE PROMISSORY NOTE DATED JANUARY 31, 2018 in the principal amount of US\$664,233 (this “**Amendment**”) is made and entered into as of April 29, 2021, by and between J3E2A2Z LP (the “**Holder**”), and Know Labs, Inc., a Nevada corporation f/k/a Visualant, Incorporated (the “**Company**”).

WHEREAS, the Company is a party to that certain Convertible Redeemable Promissory Note dated January 31, 2018 (the “**Debenture**”) payable to Holder (capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Debenture);

WHEREAS, the Promissory Note currently has a Maturity Date of March 31, 2021; and

WHEREAS, the Holder and the Company wish to amend the Promissory Note to extend the Maturity Date and increase the interest rate;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. Amendment of Maturity Date. The Maturity Date of the Debenture is hereby amended to September 30, 2021.

2. Interest Rate. The interest rate is 6%.

3. No Other Changes. Except as specifically set forth in this Amendment, the terms of the Debenture remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

**Company:**

**KNOW LABS, INC.**

/s/ Phillip A. Bosua

By: Phillip A. Bosua

Its: Chief Executive Officer

**Holder:**

/s/ Ronald P. Erickson

RONALD P. ERICKSON, MANAGER

J3E2A2Z LP

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**AMENDMENT NO. 5 TO  
CONVERTIBLE REDEEMABLE PROMISSORY NOTE  
DATED JANUARY 31, 2018**

THIS AMENDMENT NO. 5 TO CONVERTIBLE REDEEMABLE PROMISSORY NOTE DATED JANUARY 31, 2018 in the principal amount of US\$519,833 (this “**Amendment**”) is made and entered into as of April 29, 2021, by and between J3E2A2Z LP (the “**Holder**”), and Know Labs, Inc., a Nevada corporation f/k/a Visualant, Incorporated (the “**Company**”).

WHEREAS, the Company is a party to that certain Convertible Redeemable Promissory Note dated January 31, 2018 (the “**Debenture**”) payable to Holder (capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Debenture);

WHEREAS, the Promissory Note currently had a Maturity Date of March 31, 2021; and

WHEREAS, the Holder and the Company wish to amend the Promissory Note to extend the Maturity Date and increase the interest rate;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. Amendment of Maturity Date. The Maturity Date of the Debenture is hereby amended to September 30, 2021.

2. Interest Rate. The interest rate remains 6%.

3. No Other Changes. Except as specifically set forth in this Amendment, the terms of the Debenture remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

**Company:**

**KNOW LABS, INC.**

/s/ Phillip A. Bosua

By: Phillip A. Bosua

Its: Chief Executive Officer

**Holder:**

/s/ Ronald P. Erickson

RONALD P. ERICKSON, MANAGER

J3E2A2Z LP

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