UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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): June 5, 2025

KNOW LABS

KNOW LABS, INC.

(Exact name of registrant as specified in its charter)

Nevada	**001-37479**	**90-0273142**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

619 Western Avenue, Suite 610, Seattle, Washington	**98104**
(Address of principal executive offices)	(Zip Code)

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

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

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

☐ 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:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.001	KNW	NYSE American LLC

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

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. ☐

Item 1.01 Entry into a Material Definitive Agreement

Securities Purchase Agreement

On June 5, 2025, Know Labs, Inc., a Nevada corporation (the "Company") entered into a Securities Purchase Agreement, dated as of the date thereof (the "Purchase Agreement"), with Goldeneye 1995 LLC, a Nevada limited liability company (the "Buyer"), whereby the Company has agreed to issue an amount of shares (the "Shares") of the Company's common stock, par value $0.001 per share (the "Common Stock") to the Buyer in a private placement (the "Private Placement") equal to the Purchase Price (as defined below) divided by the per Share purchase price of $0.335. The aggregate purchase price for the Shares to be purchased by the Buyer at the closing of the Private Placement (the "Closing") is an amount equal to: (i) 1,000 Bitcoin plus (ii) a cash amount of no less than $12 million and up to $15 million (the "Purchase Price").

The board of directors of the Company unanimously adopted and approved the Purchase Agreement and the transactions contemplated thereby, and, subject to the terms and conditions of the Purchase Agreement, resolved to recommend that the Company's stockholders approve the Company Stockholder Matters (as defined below)

The Purchase Agreement includes customary representations, warranties and covenants of the Company and the Buyer. Subject to certain exceptions, the Company has agreed, among other things, to covenants relating to the conduct of its business during the interim period between the execution of the Purchase Agreement and Closing. In addition, subject to certain exceptions, the Company has agreed to covenants relating to the submission of the proxy statement to the Company's stockholders at a meeting thereof for approval of (i) the issuance of the Common Shares, and the change of control of the Company resulting therefrom, (ii) an amendment to the Company's certificate of incorporation (the "Company Charter") to (x) increase the number of authorized shares of Common Stock, and (y) make such other changes as are mutually agreeable to Buyer and the Company (the "Company Charter Amendment"), (iii) elect the directors of the Company as contemplated by the Purchase Agreement, (iv) if requested by Buyer, increase the number of authorized Common Stock available under the Company's 2021 equity incentive plan and (v) any other proposals that the Buyer and the Company deem necessary or desirable to consummate the Private Placement (the "Company Stockholder Matters", such meeting, the "Company Stockholder Meeting").

The Company is also subject to customary "no-shop" restrictions on the Company's ability to solicit alternative acquisition proposals, to furnish information to, and participate in discussions or negotiations with, third parties regarding any alternative acquisition proposals.

The Closing is subject to the satisfaction or, to the extent permitted by law, the waiver of certain conditions including, among other things, (i) the Company's stockholders shall have approved the Company Stockholder Matters, (ii) the Company shall have filed the amendment to the Company Charter, (ii) the Company's current holders of shares of Series C Convertible Preferred Stock par value $0.001 per share (the "Series C Preferred Stock") and Series D Convertible Preferred Stock, par value $0.001 per share (the "Series D Preferred Stock") shall have converted all shares of Series C Preferred Stock and Series D Preferred Stock into the Common Stock, (iii) the termination of certain Company contracts, (iv) the termination of certain liens of the Company, (v) the repayment of the Closing Indebtedness (as defined in the Purchase Agreement), (vi) no law or order preventing the Private Placement and the other transactions contemplated by the Purchase Agreement, (vii) the Common stock shall have been designated for quotation or listed on the New York Stock Exchange American LLC (the "Principal Market") and shall not have been suspended by the SEC or the Principal Market from trading on the Principal Market, (viii) the Company shall have obtained all governmental, regulatory or third party consents and approvals, if any, necessary for the sale of the Common Stock, (ix) the Company shall have amend certain employment agreements, (x) the consent and waiver of rights from Lind Global Fund II LP shall remain in full force and effect, (xi) the terms of the lease shall be amended in accordance with the Purchase Agreement and (xi) other customary closing conditions.

The Purchase Agreement also includes customary termination rights for the Company and the Buyer. The Company and the Buyer may agree to terminate the Purchase Agreement by mutual written consent. Either the Company or the Buyer may terminate the Purchase Agreement if (i) the Closing has not occurred on or before October 3, 2025, (ii) a court of competent jurisdiction or other governmental body shall have issued a final and non-appealable order, or shall have taken any other action, having the effect of permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by the Purchase Agreement, (iii) the required approvals by the Company's stockholders are not obtained at the Company's stockholder meeting, (iv) the other party breaches any representation, warranty or covenant that results in the failure of the related closing condition to be satisfied, subject to a cure period in certain circumstances. The Buyer may terminate the Purchase Agreement if the Common Stock has been suspended by the SEC or the Principal Market from trading on the Principal Market.

The foregoing description of the Purchase Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Purchase Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Voting and Support Agreement

In connection with the Purchase Agreement, on or prior to June 5, 2025, certain stockholders of the Company, the Company and the Buyer have entered into Voting and Support Agreements (the "Support Agreements"), pursuant to which, among other things, each such stockholder has agreed, on the terms and subject to the conditions set forth therein, (i) to vote all of their respective voting shares in the Company, collectively constituting approximately 37% of the total voting power of the Common Stock as of the date of the Purchase Agreement, in favor of the approval of the Purchase Agreement and other transactions contemplated by the Purchase Agreement and (ii) certain other matters in connection with the transactions as contemplated thereby.

The foregoing description of the Support Agreements does not purport to be complete and is qualified in its entirety by the terms and conditions of the Support Agreements, a copy of which is filed as Exhibit 10.2 hereto and is incorporated herein by reference.

Registration Rights Agreement

In connection with the Private Placement, the Company has agreed to enter into a Registration Rights Agreement (the "Registration Rights Agreement") with the Purchaser and the Banker (as defined below). The Registration Rights Agreement requires the Company to register the Shares and the Fee Shares (as defined below) for resale by the Purchaser and the Banker, respectively, on a Registration Statement on Form S-1 to be filed with the Securities and Exchange Commission ("SEC"), under the Securities Act of 1933, as amended (the "Securities Act") within 30 days of the Closing (the "Filing Date') and have such registration statement declared or deemed effective by the SEC on or prior to the earlier of (i) the sixtieth (60^{th}) calendar day after the Filing Date if the SEC reviews the Form S-1 or (ii) the thirtieth (30^{th}) calendar day after the Filing Date if the SEC does not review the Form S-1.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Registration Rights Agreement, a copy of which is filed as Exhibit 10.3 hereto and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities

The information contained in Item 1.01 is incorporated herein by reference.

As described in Item 1.01, under the terms of the Purchase Agreement, the Company has agreed to issue the Shares to the Purchaser.

In addition, in connection with the Private Placement, J.V.B Financial Group, LLC (the "Banker"), acting through its Cohen & Company Capital Markets division, acted as Buyer's exclusive financial advisor and is entitled to receive a transaction fee in connection with the Closing. The Buyer has agreed to pay such fee by issuing to the Banker at Closing an amount of shares of Common Stock equal to 2% of the post-Closing Company Common Stock (the "Fee Shares").

The above issuances and sales will be exempt from registration under the Securities Act, pursuant to Section 4(a)(2) thereof.

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

Peter Conley

On June 5, 2025, the Company and Peter Conley entered into an amendment (the "Conley Amendment") to the employment agreement by and between the Company and Mr. Conley dated as of May 13, 2022 (the "Conley Employment Agreement"). The Conley Amendment provides that Mr. Conley's employment term will terminate automatically upon the consummation of the transactions contemplated by Purchase Agreement. If the transactions contemplated by the Purchase Agreement are not consummated on or before October 3, 2025, the Conley Amendment will be void and of no effect. Except as amended by the Conley Amendment, the Conley Employment Agreement remains in full force and effect.

Ronald Erickson

On June 5, 2025, the Company and Ronald Erickson executed an amendment (the "Erickson Amendment") to the amended employment agreement by and between the Company and Mr. Erickson dated as of March 22, 2018 (the "Erickson Employment Agreement"). The Erickson Amendment reduced Mr. Erickson's annual base salary from $500,000 to $375,000, effective upon consummation of the transactions contemplated by the Purchase Agreement. In addition, the definition of "Good Reason" in Section 6(c) was amended to provide that a material diminution in Mr. Erickson's office, title or duties shall no longer constitute "Good Reason" (as defined in the Erickson Employment Agreement). The Erickson Amendment also clarifies that the transactions contemplated by the Purchase Agreement shall not constitute a "Change of Control" for purposes of the definition of "Good Reason" in the Erickson Employment Agreement. If the transactions contemplated in the Purchase Agreement are not consummated on or before October 3, 2025, the Erickson Amendment will be void and of no effect. Except as amended by the Erickson Amendment, the Erickson Employment Agreement remains in full force and effect.

Item 7.01 Other Events

Press Release

On June 6, 2025, the Company issued a press release announcing the execution of the Purchase Agreement. A copy of the press release is filed as Exhibit 99.1 hereto and incorporated herein by reference.

Important Information and Where to Find it

This communication relates to a proposed transaction between the Company and the Buyer. In connection with this proposed transaction, the Company will file a proxy statement on Schedule 14A or other documents with the SEC. This communication is not a substitute for any proxy statement or other document that the Company may file with the SEC in connection with the proposed transaction. INVESTORS AND SECURITY HOLDERS OF THE COMPANY ARE URGED TO READ THE PROXY STATEMENT, INCLUDING THE DOCUMENTS INCORPORATED BY REFERENCE INTO THE PROXY STATEMENT, AND OTHER DOCUMENTS THAT MAY BE FILED WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY IF AND WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. Investors and security holders will be able to obtain free copies of the definitive proxy statement, when available, and other documents filed with the SEC by the Company through the website maintained by the SEC at http://www.sec.gov. Copies of the documents filed with the SEC by the Company will be available free of charge on the Company's internet website at https://ir.knowlabs.co/ or by contacting the Company's primary investor relations contact by email at ask@knowlabs.com or by phone at (206) 903-1351.

Participants in Solicitation

The Company, its respective directors and certain of its respective executive officers, the Buyer and Mr. Greg Kidd may be considered participants in the solicitation of proxies in connection with the proposed transaction. Information about the directors and executive officers of the Company, their ownership of its common stock, and transactions with related persons is set forth in its Annual Report on Form 10-K for the fiscal year ended September 30, 2024, which was filed with the SEC on November 14, 2024 (and which is available at https://www.sec.gov/Archives/edgar/data/1074828/000165495424014480/knwn_10k.htm), in its proxy statement on Schedule 14A for its 2024 Annual Meeting of Stockholders in the sections entitled "Corporate Governance," "Security Ownership of Certain Beneficial Owners and Management" and "Certain Relationships and Related Party Transactions", which was filed with the SEC on August 12, 2024 (and which is available at https://www.sec.gov/Archives/edgar/data/1074828/000165495424010344/knwn_def14a.htm), certain of its Quarterly Reports on Form 10-Q and certain of its Current Reports on Form 8-K.

These documents can be obtained free of charge from the sources indicated above. Additional information regarding the participants in the proxy solicitations and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the proxy statement and other relevant materials to be filed with the SEC when they become available.

No Offer or Solicitation

This communication is for informational purposes only and is not intended to and shall not constitute an offer to buy or sell or the solicitation of an offer to buy or sell any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Forward Looking Statements.

This release contains "forward-looking statements" within the meaning of the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact are forward-looking statements. Forward-looking statements can be identified by words such as: "anticipate," "intend," "plan," "believe," "project," "estimate," "expect," strategy," "future," "likely," "may,", "should," "will" and similar references to future periods. Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on the current intent, beliefs, expectations and assumptions of the Company, its directors or its officers regarding the future of its business, future plans and strategies, projections, anticipated events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of its control. The Company's actual results and financial condition may differ materially from those indicated in the forward-looking statements. No forward-looking statement is a guarantee of future performance. Therefore, you should not rely on any of these forward-looking statements. Important factors that could cause the Company's actual results and financial condition to differ materially from those indicated in the forward-looking statements include, among others, the following: (i) fluctuations in the market price of Bitcoin and any associated impairment charges that the Company may incur as a result of a decrease in the market price of Bitcoin below the value at which the Company's Bitcoin are carried on its balance sheet; (ii) the effect of and uncertainties related the ongoing volatility in interest rates; (iii) the Company's ability to achieve and maintain profitability in the future; (iv) the timing to consummate the proposed transaction, (v) the risk that a condition of closing of the proposed transaction may not be satisfied or that the closing of the proposed transaction might otherwise not occur, (vi) the impact of the regulatory environment on the Company's business and complexities with compliance related to such environment including changes in securities laws or other laws or regulations; (vii) changes in the accounting treatment relating to the Company's Bitcoin holdings; (viii) the Company's ability to respond to general economic conditions; (ix) the Company's ability to manage its r growth effectively and its expectations regarding the development and expansion of its business; (x) the Company's ability to access sources of capital, including debt financing and other sources of capital to finance operations and growth and (xi) other risks and uncertainties more fully in the section captioned "Risk Factors" in the Company's most recent Annual Report on Form 10-K for the fiscal year ended September 30, 2024, Forms 10-Q and 8-K, and other reports file with the SEC from time to time. As a result of these matters, changes in facts, assumptions not being realized or other circumstances, the Company's actual results may differ materially from the expected results discussed in the forward-looking statements contained in this press release. Forward-looking statements contained in this announcement are only made as of this date, and the Company undertakes no duty to update such information after the date of this announcement except as required under applicable law.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

The following exhibits are filed herewith:

Exhibit No.	Description
10.1	Securities Purchase Agreement, dated June 5, 2025, by and between the Company and the Buyer.
10.2	Form of Support Agreement, by and between the Company, the Buyer and certain stockholders.
10.3	Form of Registration Rights Agreement by and between the Company, the Buyer and the Banker.
10.4*	Amendment No. 1 to the Amended Employment Agreement of Ronald Erickson
10.5*	Amendment No. 1 to the Employment Agreement of Peter Conley
99.1	Press Release, dated June 6, 2025.

* Management contract or compensatory plan or arrangement.

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.

KNOW LABS, INC.

Date: June 6, 2025

By: /s/ Ronald P. Erickson
Name: Ronald P. Erickson
Title: Chief Executive Officer

EXHIBIT 10.1

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this "**Agreement**") is dated as of June 5, 2025, by and among Know Labs, Inc., a Nevada corporation (the "**Company**"), and Goldeneye 1995 LLC, a Nevada limited liability company (the "**Buyer**" and together with the Company, the "**Parties**" and each a "**Party**").

WHEREAS, the Company and Buyer are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "**1933 Act**"), and/or Rule 506(b) of Regulation D ("**Regulation D**") as promulgated by the United States Securities and Exchange Commission (the "**SEC**") under the 1933 Act;

WHEREAS, Buyer wishes to purchase, and the Company wishes to sell, upon the terms and conditions stated in this Agreement, that number of shares of the Company's voting common stock, par value $0.001 per share (the "**Common Stock**"), as set forth in Section 2.1;

WHEREAS, concurrently with the execution and delivery of this Agreement, and as an inducement for Buyer to enter into this Agreement, certain stockholders of the Company are entering into a voting and support agreement with Buyer and the Company, in the form attached hereto as Exhibit A (the "**Voting Agreement**") pursuant to which, among other things, each such stockholder of the Company has agreed, subject to the terms and conditions set forth in each applicable Voting Agreement, to vote or cause to be voted any shares of Common Stock owned or controlled by them in favor of adopting this Agreement and any other actions contemplated hereby in respect to which approval of the holders of shares of Common Stock is sought;

WHEREAS, it is intended that, for U.S. federal income Tax purposes and for purposes of any corresponding provision under state or local income Tax law, the transactions contemplated by this Agreement shall be treated as the transfer of the Purchase Price by Buyer to the Company for the Common Stock in a transaction qualifying under Section 351 of the Internal Revenue Code of 1986 (the "**Code**") (such treatment, the "**Intended Tax Treatment**"); and

WHEREAS, on the Closing Date (as defined below), the Parties shall execute and deliver a Registration Rights Agreement, in the form attached hereto as Exhibit B (the "**Registration Rights Agreement**"), pursuant to which the Company has agreed to provide certain registration rights with respect to the Registrable Securities (as defined in the Registration Rights Agreement) under the 1933 Act and the rules and regulations promulgated thereunder, and applicable state securities laws.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Buyer hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Article 1.1:

"**1933 Act**" has the meaning set forth in the recitals.

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

"**Acquisition Proposal**" means, with respect to the Company, any offer or proposal, whether written or oral (other than an offer or proposal made or submitted by or on behalf of the Company or any of its Affiliates, on the one hand, or by or on behalf of Buyer or any of its Affiliates, on the other hand, to the other Party) contemplating or otherwise relating to any Acquisition Transaction with the Company, other than with respect to the transactions contemplated hereby.

"**Acquisition Transaction**" means, with respect to the Company, any transaction or series of related transactions (other than the transactions contemplated hereby) involving:

(a) any merger, consolidation, amalgamation, share exchange, business combination, issuance of securities, acquisition of securities, reorganization, recapitalization, tender offer, exchange offer or other similar transaction: (i) in which a Party is a constituent entity; (ii) in which a Person or "group" (as defined in the Exchange Act and the rules promulgated thereunder) of Persons directly or indirectly acquires beneficial or record ownership of securities representing more than 20% of the outstanding securities of any class of voting securities of a Party or any of its Subsidiaries; or (iii) in which a Party or any of its Subsidiaries issues securities representing more than 20% of the outstanding securities of any class of voting securities of such Party or any of its Subsidiaries; or

(b) any sale, lease, exchange, transfer, license, acquisition or disposition of any business or businesses or assets that constitute or account for 20% or more of the consolidated book value or the fair market value of the assets of a Party and its Subsidiaries, taken as a whole.

"**Acquisition Inquiry**" means with respect to the Company, any inquiry, indication of interest, proposal, offer, or request for information or discussion, whether written or oral, from any Person (other than the parties to this Agreement and their respective Affiliates) relating to, or that could reasonably be expected to lead to, any Acquisition Transaction, including any inquiry or request with respect to the making, evaluation, or negotiation of any Acquisition Transaction.

"**Agreement**" has the meaning set forth in the recitals.

"**Anti-Money Laundering Laws**" has the meaning set forth in Section 4.34.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Balance Sheet Date**" has the meaning set forth in Section 4.13.

"**Black Scholes Value Payments**" means the aggregate amount in cash equal to the Black Scholes Value payments owed to those holders of the Company Warrants listed on Schedule 4.18(d) of the Disclosure Schedules.

"**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in the city of New York are authorized or required by law to remain closed.

"**Buyer**" has the meaning set forth in the recitals.

"**Closing**" has the meaning set forth in Section 2.2.

"**Closing Date**" has the meaning set forth in Section 2.2.

"**Closing Indebtedness**" has the meaning set forth in Section 4.19.

"**Closing Payables**" has the meaning set forth in Section 2.3.

"**COBRA**" means the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code and any similar state Law.

"**Code**" has the meaning set forth in the recitals.

"**Common Shares**" has the meaning set forth in Section 2.1.

"**Common Stock**" has the meaning set forth in the recitals.

"**Company Balance Sheet**" means the audited consolidated balance sheet of the Company, as of the Balance Sheet Date, and the footnotes thereto set forth in the Company's annual report on Form 10-K for the fiscal year ended September 30, 2024.

"**Company Bylaws**" has the meaning set forth in Section 4.2.

"**Company Charter**" has the meaning set forth in Section 4.2.

"**Company Charter Amendment**" has the meaning set forth in Section 5.6(a).

"**Company Contract**" means any Contract: (a) to which the Company or any of its Subsidiaries is a party; (b) by which the Company, any of its Subsidiaries or any Company IP Rights or any other asset of the Company or its Subsidiaries is or may become bound or under which the Company has, or may become subject to, any obligation; or (c) under which the Company or any of its Subsidiaries has or may acquire any right or interest.

"**Company Equity Plan**" has the meaning set forth in Section 4.18(a).

"**Company IP Rights**" means all Intellectual Property owned by, licensed to, or controlled by the Company or any of if its Subsidiaries.

"**Company Material Contracts**" has the meaning set forth in Section 4.28(a).

"**Company Organizational Documents**" has the meaning set forth in Section 4.2.

"**Company Option**" means each outstanding option to purchase shares of Common Stock granted under the Company Equity Plans.

"**Company Plan**" means any "employee benefit plan" as defined in Section 3(3) of ERISA (whether or not subject to ERISA and whether or not written) and each other compensation or benefit plan, program, policy, contract, understanding, arrangement or agreement of any kind, whether written or oral, including any employment (including offer letters), consulting or other service agreement, bonus, cash incentive, termination, severance, separation, change in control, transaction, retention, profit-sharing, pension, retirement, deferred compensation, stock option, restricted stock, stock unit or other compensatory or incentive equity or equity-based, gross up, health or other welfare, disability, post-employment welfare, supplemental retirement, hospitalization, medical, savings, life, disability, accident, dental, vision, cafeteria, insurance, flex spending, adoption/dependent/employee assistance, tuition, vacation, sick leave, paid-time-off, fringe benefit, flexible benefit or other compensation or benefit plan, program, policy or agreement, in each case that is sponsored, maintained, contributed to or required to be contributed to by the Company, its ERISA Affiliates or any of their respective Subsidiaries for the benefit of any Company Service Provider or any beneficiary or dependent thereof, and/or under which the Company or any Subsidiary thereof has any liability or obligation, whether fixed or contingent, direct or indirect, in respect of compensation or benefits to or for the benefit of any Company Service Provider or any beneficiary or dependent thereof other than any such plan, policy or agreement that implemented, administered or operated by any Governmental Body.

"**Company Preferred Stock**" has the meaning set forth in Section 4.18(a).

"**Company Real Estate Leases**" has the meaning set forth in Section 4.24.

"**Company Registered IP**" means all Company IP Rights that are owned by or exclusively licensed to the Company or any of its Subsidiaries that are registered, filed or issued under the authority of, with or by any Governmental Body, including all Company IP Rights that consist of Patents, registered Copyrights, registered Trademarks and domain names and all applications for any of the foregoing.

"**Company Reports**" has the meaning set forth in Section 4.11.

"**Company Service Provider**" means any current or former employee, officer, director, contractor or individual or sole proprietor independent contractor (including those providing services through an entity wholly owned and operated by them) of the Company or any of its ERISA Affiliate or any of their respective Subsidiaries, in each case who is a natural person (including for clarity any natural person engaged by the Company through an entity wholly owned by such person).

"**Company Stockholder Approval**" has the meaning set forth in Section 4.3(c).

"**Company Stockholder Matters**" has the meaning set forth in Section 5.6(a).

"**Company Stockholder Meeting**" has the meaning set forth in Section 5.6(a).

"**Company Warrants**" has the meaning set forth in Section 4.18(a).

"**Confidentiality Agreement**" means that certain Mutual Confidentiality Agreement, dated April 7, 2025, by and between Hard Yaka Ventures Management Co., LLC, a Delaware limited liability company and the Company.

"**Contingent Obligation**" means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto.

"**Disclosure Schedules**" has the meaning set forth in Article IV.

"**DTC**" has the meaning set forth in Section 3.8.

"**Contract**" means, with respect to any Person, any agreement, contract, subcontract, lease (whether for real or personal property), mortgage, license, sublicense or other legally binding commitment or undertaking of any nature to which such Person is a party or by which such Person or any of its assets are bound or affected under applicable Law.

"**Enforceability Exceptions**" has the meaning set forth in Section 3.9.

"**Exchange**" means any organization, association, or group of persons, whether incorporated or unincorporated, which constitutes, maintains, or provides a marketplace or facilities for bringing together purchasers and sellers of cryptocurrencies or digital assets.

"**Entity**" means any corporation, partnership, limited liability company, joint venture, trust unincorporated organization, or other legal entity.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"**ERISA Affiliate**" means any Person (whether incorporated or unincorporated) that at any relevant time could be treated as a "single employer" together with the Company under Section 414(b),(c),(m) or (o) of the Code or under common control within the meaning of Section 4001(b)(1) of ERISA with the Company.

"**GAAP**" means generally accepted accounting principles in the United States.

"**Governmental Body**" means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, bureau, instrumentality, official, ministry, fund, foundation, center, organization, unit, body or Entity and any court or other tribunal, and for the avoidance of doubt, any Taxing authority); or (d) self-regulatory organization (including the Principal Market).

"**Healthcare Laws**" means (a) the Federal Food, Drug, and Cosmetic Act and any comparable state or local Laws; and (b) any applicable, comparable non-U.S. Laws for any of the foregoing.

"**Indebtedness**" means, as to any Person, without duplication (a) all indebtedness for borrowed money, (b) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (other than trade payables entered into in the ordinary course of business consistent with past practice), (c) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (d) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (e) all indebtedness created or arising under any conditional sale or other title retention agreement, (f) all monetary obligations under any leasing which, in connection with GAAP, is required to be capitalized, (g) all indebtedness referred to in clauses (a) through (f) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness but only to the extent of the value of such property or assets, and (h) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (a) through (g) above.

"**Intellectual Property**" means any and all intellectual and industrial property rights and other similar proprietary rights, in any jurisdiction throughout the world, whether registered or unregistered, including all rights pertaining to or deriving from: (a) patents and patent applications, (including any and all provisionals, continuations, continuations-in-part, continued prosecution, divisionals and patents of addition; requests for, and grants of, continued examination, extensions, supplemental protection certificates, re-examinations, post-grant confirmations or amendments, counterparts claiming priority from, or reissues of, any of the foregoing; and any patents or patent applications that claim priority to or from any of the foregoing) and all rights to claim priority arising from or related to any of the foregoing (collectively, "**Patents**"); (b) inventions, invention disclosures, discoveries and improvements, whether or not patentable; (c) copyrights and works of authorship, whether or not copyrightable and including any rights to Software ("**Copyrights**"); (d) computer software and firmware, including data files, source code, object code and software-related specifications and documentation; (e) trademarks, trade names, service marks, certification marks, service names, brands, trade dress and logos, applications therefore, and the goodwill associated therewith (collectively, "**Trademarks**"); (f) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding foreign statutory Law and common law), non-public information, and confidential information, know-how, business and technical information, and rights to limit the use or disclosure thereof by any Person (collectively "**Trade Secrets**"); (g) mask works; (h) domain names; (i) proprietary databases and data compilations and all documentation relating to the foregoing; (j) rights under which an employee, inventor, author or other person is obligated to assign ownership any of the foregoing; (k) registrations of, applications to register, and renewals of, any of the foregoing with or by any Governmental Body in any jurisdiction throughout the world; (l) rights of action arising from the foregoing, including all claims for damages by reason of present, past and future infringement, misappropriation, violation misuse or breach of contract in respect of the foregoing, and present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, misappropriation, violation, misuse or breach; and (m) income, royalties and any other payments now and hereafter due or payable in respect of the foregoing.

"**Intended Tax Treatment**" has the meaning set forth in the recitals.

"**Internal Controls**" has the meaning set forth in Section 4.10(c).

"**Irrevocable Transfer Agent Instructions**" has the meaning set forth in Article VI.

"**knowledge**" of any party means the actual knowledge of the individuals set forth in Section 1.1(a) of the Disclosure Schedules.

"**Law**" means, with respect to any Person, any domestic or foreign federal, supranational, multinational, state, provincial or local law (statutory, common or otherwise), constitution, treaty, act, statute, code, rule, regulation, ordinance, directive, ruling or other similar requirement enacted, adopted, promulgated, issued or applied by a Governmental Body, and any orders, writs, injunctions, awards, judgments and decrees, in each case applicable to such Person, or to any of its respective assets, properties or businesses.

"**Legend Removal Date**" has the meaning set forth in Section 3.8.

"**Legend Removal Failure**" has the meaning set forth in Section 3.8.

"**Liability**" has the meaning set forth in Section 4.14(a).

"**Legal Proceeding**" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

"**Lien**" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance, title defect, license or other similar adverse claim of any kind in respect of such property or asset.

"**Lookback Date**" has the meaning set forth in Section 4.10(a).

"**Material Adverse Effect**" means any material adverse effect on (i) the business, properties, assets, liabilities, operations (including results thereof), condition (financial or otherwise) or prospects of the Company or any Subsidiary, individually or taken as a whole, (ii) the transactions contemplated hereby or in any of the other Transaction Documents or any other agreements or instruments to be entered into in connection herewith or therewith or (iii) the authority or ability of the Company or any of its Subsidiaries to perform any of their respective obligations under any of the Transaction Documents.

"**Nasdaq**" means The Nasdaq Stock Market LLC.

"**OFAC**" has the meaning set forth in Section 4.36.

"**Open Source Materials**" mean any Software or other material that is distributed as "free software", "open source software" or under a similar licensing or distribution terms (including the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) the Sun Industry Standards License (SISL) and the Apache License).

"**Party**" or "**Parties**" has the meaning set forth in the recitals.

"**Per Share acquisition Price**" means $0.335.

"**Permits**" means permits, licenses, certificates, authorizations, franchises, filings, registrations, qualifications, variances, exemptions, orders, consents and approvals issued by any applicable Governmental Body.

"**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and any governmental entity or any department or agency thereof.

"**Personal Information**" means any information: (a) that can be used to identify, contact, or precisely locate a natural person, household or device; (b) defined as "personal data," "personal information," "personally identifiable information," "nonpublic personal information," or "individually identifiable health information" under any applicable Privacy and Data Security Requirements, and (c) associated, directly or indirectly (by, for example, records linked via unique keys), with any of the foregoing.

"**Pre-Closing Period**" has the meaning set forth in Section 5.1(a).

"**Principal Market**" means the New York Stock Exchange American LLC.

"**Privacy and Data Security Requirements**" has the meaning set forth in Section 4.26(a).

"**Privacy Laws**" means (a) all applicable Laws that relate to data privacy, data security, data use, data protection, marketing and the Processing and transfer (including cross-border transfer) of Personal Information;(b) any requirements of self-regulatory frameworks or organizations which the Company and its Subsidiaries (as applicable) is, or has been, contractually obligated to comply with or any self-certification mechanisms to which the Company and its Subsidiaries (as applicable) has committed; (c) any laws that provide rights of privacy or publicity to individuals; and (d) PCI-DSS.

"**Process**" or "**Processing**" means any operation or set of operations which is performed on Personal Information, whether or not by automatic means, including collection, recording, organization, storage, retention, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, making available, alignment, combination, blocking, deleting, erasure, or destruction.

"**Proxy Statement**" has the meaning set forth in Section 4.12.

"**Purchase Price**" has the meaning set forth in Section 2.3.

"**Registration Rights Agreement**" has the meaning set forth in the recitals.

"**Regulation D**" has the meaning set forth in the recitals.

"**Representatives**" of a Party means such Party's directors, managers, officers, employees, agents, attorneys, accountants, investment bankers, advisors and representatives.

"**Rule 144**" has the meaning set forth in Section 3.7.

"**Sanctioned Country**" has the meaning set forth in Section 4.36.

"**Sanctions**" has the meaning set forth in Section 4.36.

"**Sarbanes-Oxley Act**" means the Sarbanes-Oxley Act of 2002, as amended.

"**SEC**" has the meaning set forth in the recitals.

"**SEC Documents**" has the meaning set forth in Section 4.10(a).

"**Series C Preferred Stock**" has the meaning set forth in Section 4.18(a).

"**Series D Preferred Stock**" has the meaning set forth in Section 4.18(a).

"**Series H COD**" means the Certificate of Designation of the Series H Convertible Preferred Stock of the Company.

"**Series H Preferred Stock**" has the meaning set forth in Section 4.18(a).

"**Security Incident**" means actions that result in an actual, suspected, alleged or potentially likely cyber or security incident that could have an adverse effect on a System, confidential information or Personal Information, including an occurrence that actually or potentially likely jeopardizes the confidentiality, integrity, or availability of a System, confidential information or Personal Information. A Security Incident includes incidents of security breaches or intrusions, denial of service, or unauthorized entry, access, collection, use, processing, storage, sharing, distribution, transfer, disclosure, or destruction of any Systems, confidential information or Personal Information, or any loss, distribution, compromise or unauthorized access to or disclosure of any of the foregoing.

"**Subsidiary**" means, with respect to any Person, (a) any entity of which such Person, directly or indirectly, owns (i) securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other governing body or (ii) more than 50% of the outstanding equity or financial interests or (b) any entity in which such Person is or any of its Subsidiaries is a general partner or managing member of such other Person.

"**Tax**" means any federal, state, local, foreign or other tax, including any income, capital gain, gross receipts, capital stock, profits, transfer, estimated, registration, stamp, premium, escheat, unclaimed property, customs duty, ad valorem, occupancy, occupation, alternative, add-on, windfall profits, value added, severance, property, business, production, sales, use, license, excise, franchise, employment, payroll, social security, disability, unemployment, workers' compensation, national health insurance, withholding or other taxes, duties, fees, assessments or governmental charges, surtaxes or deficiencies thereof of any kind whatsoever, however denominated, and including any fine, penalty, addition to tax or interest imposed by a Governmental Body with respect thereto.

"**Tax Return**" means any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information, and any amendment or supplement to any of the foregoing, filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Law relating to any Tax.

"**Transaction Documents**" has the meaning set forth in Section 4.3(a).

"**Treasury Regulations**" means the United States Treasury regulations promulgated under the Code.

"**Voting Agreement**" has the meaning set forth in the recitals.

1.2 Rules of Construction.

(a) All article, section and schedule references used in this Agreement are to articles, sections and schedules of or to this Agreement unless otherwise specified.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The term "includes" or "including" shall mean "including without limitation." The words "hereof," "hereto," "hereby," "herein," "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The word "or" shall not be exclusive.

(c) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting Party or the Party causing any instrument to be drafted.

(d) The captions and headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(e) Except to the extent referring specifically to Bitcoin, all references to currency herein shall be to, and all payments required hereunder shall be paid in, United States Dollars.

(f) Any event hereunder requiring the payment of cash or cash equivalents on a day that is not a Business Day shall be deferred until the next Business Day.

ARTICLE II

PURCHASE AND SALE OF COMMON SHARES

2.1 Purchase of Common Shares. Subject to the satisfaction (or waiver) of the conditions set forth in Articles VII and VIII, the Company shall issue and sell to Buyer, and Buyer shall purchase from the Company on the Closing Date, an amount of shares of Common Stock equal to the Purchase Price divided by the Per Share Acquisition Price (the "**Common Shares**").

2.2 Closing Date. The closing (the "**Closing**") of the purchase of the Common Shares by Buyer shall by conducted remotely by electronic transfer of executed documents, on the third (3^{rd}) Business Day (or such other date and time as is mutually agreed to by the Company and Buyer) after notification of satisfaction (or waiver) of the conditions to the Closing set forth in Articles VII and VIII (the "**Closing Date**").

2.3 Purchase Price. The aggregate purchase price for the Common Shares to be purchased by Buyer at the Closing shall be an amount equal to: (i) 1,000 Bitcoin (the "**Bitcoin Amount**"), plus (ii) an amount of cash equal to no less than twelve million dollars ($12,000,000.00) and up to fifteen million dollars ($15,000,000.00) (the "**Cash Amount**", and together with the Bitcoin Amount, the "**Purchase Price**").

2.4 Form of Payment. On the Closing Date, (i) Buyer shall pay by wire transfer of immediately available funds (or, in the case of Bitcoin, electronic transfer), the Purchase Price to the Company in accordance with the Company's written instructions and (ii) the Company shall cause its transfer agent to transfer the Common Shares to Buyer's account.

2.5 Stock Transfer Taxes. All stock transfer or other Taxes (other than income Taxes) which are required to be paid in connection with the sale and transfer of the Common Shares will be, or will have been, fully paid or provided for by the Company and all laws imposing such Taxes will be or will have been fully complied with, in each case, as of the Closing Date.

2.6 Bitcoin Amount. The value of the Bitcoin Amount shall be deemed to be the U.S. dollar equivalent of Bitcoin as of 12:01 a.m. UTC on the date this Agreement is executed as quoted on such digital asset exchange or exchanges as Buyer may, in Buyer's sole discretion, designate.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to the Company that, as of the date hereof and as of the Closing Date:

3.1 Organization; Authority. Buyer is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with the requisite power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents to which it is a party and otherwise to carry out its obligations hereunder and thereunder.

3.2 No Public Sale or Distribution. Buyer is acquiring the Common Shares for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the 1933 Act; provided, however, that by making the representations herein, Buyer does not agree to hold any of the Common Shares for any minimum or other specific term and reserves the right to dispose of the Common Shares at any time in accordance with or pursuant to a registration statement or an exemption under the 1933 Act. Buyer is acquiring the Common Shares hereunder in the ordinary course of its business. Buyer does not presently have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Common Shares.

3.3 Accredited Investor Status. Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D.

3.4 Reliance on Exemptions. Buyer understands that the Common Shares are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities Laws and that the Company is relying in part upon the truth and accuracy of, and Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of Buyer to acquire the Common Shares.

3.5 Information. Buyer and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Common Shares that have been requested by Buyer. Buyer and its advisors, if any, have been afforded the opportunity to ask questions of the Company. Neither such inquiries nor any other due diligence investigations conducted by Buyer or its advisors, if any, or its representatives shall modify, amend or affect such Buyer's right to rely on the Company's representations and warranties contained herein. Buyer understands that its investment in the Common Shares involves a high degree of risk. Buyer has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Common Shares.

3.6 No Governmental Review. Buyer understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Common Shares or the fairness or suitability of the investment in the Common Shares nor have such authorities passed upon or endorsed the merits of the offering of the Common Shares.

3.7 Transfer or Resale. Buyer understands that except as provided in the Registration Rights Agreement: (i) the Common Shares have not been and are not being registered under the 1933 Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless (A) subsequently registered thereunder, (B) Buyer provides the Company with reasonable assurance that such Common Shares can be sold, assigned or transferred pursuant to Rule 144 promulgated under the 1933 Act, as amended, (or a successor rule thereto) (collectively, "**Rule 144**") or (C) to an accredited investor in a private transaction exempt from the registration requirement of the 1933 Act; (ii) any sale of the Common Shares made in reliance on Rule 144 may be made only in accordance with the terms of Rule 144 and further, if Rule 144 is not applicable, any resale of the Common Shares under circumstances in which the seller (or the Person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the 1933 Act) may require compliance with some other exemption under the 1933 Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other Person is under any obligation to register the Common Shares under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder.

3.8 Legends. Buyer understands that until such time as the resale of the Common Shares have been registered under the 1933 Act as contemplated by the Registration Rights Agreement, the book-entry accounts maintained by the Company's transfer agent representing the Common Shares, except as set forth below, shall bear a restrictive legend in the following form (and a stop-transfer order may be placed against transfer of such Common Shares):

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD (X) PURSUANT TO RULE 144 UNDER SAID ACT OR (Y) TO AN ACCREDITED INVESTOR IN A PRIVATE TRANSACTION.

The legend set forth above shall be removed from the Common Shares by the applicable transfer agent at the instruction of the Company and the Common Shares shall be issued to such holder by electronic delivery at the applicable balance account at The Depository Trust Company ("**DTC**"), if (i) such Common Shares are registered for resale under the 1933 Act, (ii) in connection with a sale, assignment or other transfer, such holder provides the Company with an opinion of counsel, in a generally acceptable form, to the effect that such sale, assignment or transfer of the Common Shares may be made without registration under the applicable requirements of the 1933 Act, or (iii) the Common Shares can be sold, assigned or transferred pursuant to Rule 144 or to an accredited investor in a private transaction exempt from the registration requirement of the 1933 Act. The Company shall be responsible for the fees of its transfer agent and all DTC fees associated with such issuance.

3.9 Validity; Enforcement. This Agreement, the Voting Agreement, and the Registration Rights Agreement have been duly and validly authorized, executed and delivered on behalf of Buyer and shall constitute the legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies (the "**Enforceability Exceptions**").

3.10 No Conflicts. The execution, delivery and performance by Buyer of this Agreement, the Voting Agreement and the Registration Rights Agreement and the consummation by Buyer of the transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of Buyer or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which Buyer is a party, or (iii) result in a violation of any Law applicable to Buyer, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the ability of Buyer to perform its obligations hereunder.

3.11 Acknowledgment. The Company acknowledges and agrees that the representations contained in this Article III shall not modify, amend or affect Buyer's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and delivered in connection with this Agreement or the consummation of the transactions contemplated hereby.

3.12 No Other Representations. Except for the representations and warranties set forth in this Agreement and in other Transaction Documents, neither Buyer nor any of its Affiliates, or any of their respective Representatives, has made or is making any other express or implied representation or warranty, either written or oral, to the Company or its Representatives in connection with the transactions contemplated by this Agreement.

3.13 Non-reliance. Buyer acknowledges and agrees that, except for the representations and warranties expressly set forth in this Agreement, it is not relying on, and has not relied on, any other representation or warranty, whether written or oral, express or implied, or any other information, statement, or document made or provided by or on behalf of the Company or any of its Affiliates, or any of their respective Representatives, in connection with its decision to enter into this Agreement or to consummate the transactions contemplated hereby.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the corresponding section or subsection of the disclosure schedules delivered by the Company to Buyer immediately prior to the execution of this Agreement (the "**Disclosure Schedules**"), the Company represents and warrants to Buyer that, as of the date hereof and as of the Closing Date:

4.1 Organization and Qualification. Each of the Company and each of its Subsidiaries are entities duly organized and validly existing and in good standing under the laws of the jurisdiction in which they are formed, and have the requisite power and authorization to own their properties and to carry on their business as now being conducted and as presently proposed to be conducted. Each of the Company and each of its Subsidiaries is duly qualified as a foreign entity to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to have a Material Adverse Effect. The outstanding shares of capital stock of each of the Subsidiaries have been duly authorized and validly issued, are fully paid and nonassessable and are owned by the Company or another Subsidiary free and clear of all Liens. Other than Particle, Inc., a Nevada corporation, the Company has no Subsidiaries. The Company has the unrestricted right to vote, and (subject to limitations imposed by applicable Law) to receive dividends and distributions on, all capital securities of its Subsidiaries as owned by the Company.

4.2 Organizational Documents. The Company has previously made available to Buyer true and complete copies of the Company's Articles of Incorporation (the "**Company Charter**") and Bylaws (the "**Company Bylaws**", together with the Company Charter, the "**Company Organizational Documents**"), in each case as amended to the date of this Agreement, and each as so delivered is in full force and effect. Except as set forth on Schedule 4.2, the terms of all securities convertible into, or exercisable or exchangeable for, Common Stock and the material rights of the holders thereof in respect thereto have heretofore been filed as part of the SEC Documents. The Company is not in violation of any provision of the Company Organizational Documents or any certificate of designations, preferences or rights of any outstanding series of Preferred Stock or any organizational document of its Subsidiaries.

4.3 Authorization; Enforcement; Validity.

(a) The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement, the Voting Agreement, the Registration Rights Agreement and the Irrevocable Transfer Agent Instructions, and each of the other agreements entered into by the parties hereto in connection with the transactions contemplated by this Agreement (collectively, the "**Transaction Documents**") and to issue the Common Shares in accordance with the terms hereof.

(b) The execution and delivery of this Agreement and the other Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby, including, without limitation, the issuance of the Common Shares, have been duly authorized by the Company's Board of Directors, and other than (1) the Company Stockholder Approval, (2) the filing with the SEC of one or more Registration Statements (as defined in the Registration Rights Agreement) in accordance with the requirements of the Registration Rights Agreement, (3) the filing of the proxy statement of the Company to be filed with the SEC in connection with the issuance of the Common Shares (the "**Proxy Statement**"), (4) the filing of a Form D with the SEC and (5) any other filings as may be required by any state securities agencies, no further filing, consent or authorization is required by the Company, its Board of Directors or its shareholders. This Agreement and the other Transaction Documents have been duly executed and delivered by the Company, and constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except for the Enforceability Exceptions.

(c) The affirmative vote of the holders of a majority of the voting power of Common Stock at the special meeting of the Company stockholders that are entitled to vote on the Company Stockholder Matters (the "**Company Stockholder Approval**") is the only vote of the holders of any of the Company's capital stock required by applicable Law and the Organizational Documents of the Company.

4.4 Issuance of Common Shares. The issuance of the Common Shares is duly authorized and, upon issuance in accordance with the terms of the Transaction Documents, the Common Shares shall be validly issued and free from all Liens and the Common Shares shall be fully paid and nonassessable with Buyer being entitled to all rights accorded to a holder of Common Stock. Assuming the accuracy of each of the representations and warranties set forth in ARTICLE III of this Agreement, the offer and issuance by the Company of the Common Shares is exempt from registration under the 1933 Act.

4.5 No Conflicts. Except as set forth on Schedule 4.5 of the Disclosure Schedules, the execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Common Shares) will not (i) result in a violation of the Company Organizational Documents or other organizational documents of the Company or any of its Subsidiaries, any capital stock of the Company or any of its Subsidiaries, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) in any respect under, or give to others any rights of termination, amendment, acceleration or cancellation of, any Contract to which the Company or any of its Subsidiaries is a party, (iii) result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries, or (iv) result in a violation of any Law, including the rules and regulations of the Principal Market, applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected.

4.6 Consents. Other than the Company Stockholder Approval, the filing with the SEC of one or more Registration Statements in accordance with the requirements of the Registration Rights Agreement, the filing of the Proxy Statement, the filing of a Form D with the SEC, any other filings as may be required by any state securities agencies, and except as set forth on Schedule 4.6 of the Disclosure Schedule, the Company is not required to obtain any consent from, authorization or order of, or make any filing or registration with, any Governmental Body or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by the Transaction Documents, in each case, in accordance with the terms hereof or thereof. All consents, authorizations, orders, filings and registrations which the Company is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the Closing Date (or in the case of filings detailed above, will be made timely after the Closing Date), and the Company is unaware of any facts or circumstances which would reasonably be expected to prevent the Company from obtaining or effecting any of the registration, application or filings contemplated by the Transaction Documents.

4.7 Acknowledgment Regarding Buyer's Purchase of Common Shares. The Company acknowledges that Buyer is not acting as a financial advisor or fiduciary of the Company or any of its Subsidiaries (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated hereby and thereby, and any advice given by a Buyer or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby and thereby is merely incidental to such Buyer's purchase of the Common Shares. The Company further represents to the Buyer that the Company's decision to enter into the Transaction Documents has been based solely on the independent evaluation by the Company and its representatives.

4.8 No General Solicitation; Placement Agent's Fees. Neither the Company, nor any of its Subsidiaries or Affiliates, nor any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Common Shares. The Company shall be responsible for the payment of any placement agent's fees, financial advisory fees, or brokers' commissions (other than for Persons engaged by Buyer or its investment advisor) relating to or arising out of the transactions contemplated hereby in connection with the sale of the Common Shares. Neither the Company nor any of its Subsidiaries has engaged any placement agent, broker, finder or investment banker or other agent in connection with the offer or sale of the Common Shares.

4.9 No Integrated Offering. None of the Company, its Subsidiaries or any of their Affiliates, nor any Person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of the issuance of any of the Common Shares under the 1933 Act, whether through integration with prior offerings or otherwise, or cause this offering of the Common Shares to require approval of shareholders of the Company for purposes of the 1933 Act or any applicable shareholder approval provisions, including, without limitation, under the rules and regulations of any exchange or automated quotation system on which any of the securities of the Company are listed or designated for quotation. None of the Company, its Subsidiaries, their Affiliates nor any Person acting on their behalf will take any action or steps that would require registration of the issuance of any of the Common Shares under the 1933 Act or cause the offering of any of the Common Shares to be integrated with other offerings for purposes of any such applicable shareholder approval provisions.

4.10 SEC Documents; Internal Control.

(a) Except as set forth on Schedule 4.10(a) of the Disclosure Schedules, since January 1, 2022 (the "**Lookback Date**"), the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the 1934 Act (all of the foregoing filed prior to the date hereof or prior to the Closing Date, and all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference therein being hereinafter referred to as the "**SEC Documents**"). The Company has delivered to Buyer or their respective representatives true, correct and complete copies of the SEC Documents not available on the EDGAR system. As of their respective filing dates, the SEC Documents complied in all material respects with the requirements of the 1933 Act, the 1934 Act and the Sarbanes-Oxley Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) The Company and each of its officers are in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act. Since the Lookback Date, (i) the principal executive officer of the Company and the principal financial officer of the Company each has made all certifications required by Rules 13a-14 and 15d-14 under the 1934 Act and Sections 302 and 906 of the Sarbanes-Oxley Act, as applicable, with respect to the Company Reports, and (ii) the statements contained in such certifications were accurate as of the date they were made. For purposes of this Agreement, "principal executive officer" and "principal financial officer" shall have the meanings given to such terms in the Sarbanes-Oxley Act.

(c) The Company has, in material compliance with Rule 13a-15 under the 1934 Act, (i) designed, established and maintained disclosure controls and procedures to ensure that material information relating to the Company, including its consolidated Subsidiaries, is timely recorded and made known to the management, including the chief executive officer and chief financial officer, of the Company by others within those entities, (ii) designed, established and maintained internal controls over financial reporting ("**Internal Controls**"), as defined in Section 13a-15 under the 1934 Act, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and (iii) based on the most recent evaluation of its chief executive officer and chief financial officer prior to the date hereof, disclosed to the Company's auditors and the audit committee of the Company's Board of Directors any significant deficiencies or material weaknesses in the design or operation of the Company's Internal Controls that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial data. As of the date hereof, since the most recent evaluation of the Company's chief executive officer and chief financial officer prior to the date hereof, neither the audit committee of the Board of Directors of the Company nor the Company's independent auditors have identified or been made aware of any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's Internal Controls.

(d) Since the Lookback Date, no complaints, allegations, assertions or claims regarding deficiencies in the accounting, Internal Controls or auditing procedures, and no complaints from Company employees regarding accounting or auditing matters, have been received by the Company or, to the knowledge of the Company, the Company's independent auditors. As of the date hereof, none of the SEC Documents is the subject of any unresolved or outstanding SEC comment, or to the knowledge of the Company, the subject of any ongoing SEC review or SEC investigation.

4.11 Financial Statements. The audited consolidated financial statements and the unaudited consolidated interim financial statements of the Company (the "**Company Reports**") included or incorporated by reference in the Company SEC Documents (including the related notes and schedules thereto) fairly present in all material respects, in accordance with GAAP, consistently applied, during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited consolidated interim statements, to the extent they may exclude footnotes or may be condensed or summary statements), the consolidated financial position of the Company and its consolidated Subsidiaries and fairly present in all material respects the financial position of the Company and its Subsidiaries, on a consolidated basis, as of the dates thereof and their consolidated results of operations and cash flows for the periods ended.

4.12 Disclosure Documents. The Proxy Statement will, when definitively filed, comply as to form in all material respects with the applicable requirements of the 1934 Act. At the time the Proxy Statement and any amendments or supplements thereto are first mailed to the stockholders of the Company and at the time of the Company Stockholders Meeting, the Proxy Statement, as supplemented or amended, if applicable, will not contain any untrue statement of a material fact or omit to state any 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. The representations and warranties contained in this Section 4.12 do not apply to statements or omissions included or incorporated by reference in the Proxy Statement based upon information supplied to the Company by Buyer or any of their respective Representatives specifically for use or incorporation by reference therein.

4.13 Absence of Certain Changes. Since September 30, 2024 (the "**Balance Sheet Date**"), (i) except in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby, the Company and its Subsidiaries have conducted their respective business only in the ordinary course consistent with past practices; (ii) there has not been any Material Adverse Effect; and (iii) neither the Company nor any of its Subsidiaries has taken any action or committed or agreed to take any action that would be prohibited by Section 5.1 (without giving effect to Schedule 5.1) if such action were taken on or before the date hereof without the consent of Buyer.

4.14 No Undisclosed Material Liabilities.

(a) There are no liabilities or obligations of the Company or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise (whether or not required to be reflected in the financial statements in accordance with GAAP) (each a "**Liability**"), other than: (i) Liabilities listed on Schedule 4.14 of the Disclosure Schedule, (ii) Liabilities disclosed and provided for in the Company Balance Sheet (or notes thereto); (iii) Liabilities not required under GAAP to be disclosed and provided for in a consolidated balance sheet of the Company; (iv) Liabilities incurred in the ordinary course of business since the Balance Sheet Date (none of which arises from any breach of contract, tort, misappropriation or violation of applicable law); (v) Liabilities incurred in connection with the transactions contemplated hereby and (vi) Liabilities which would not have a Material Adverse Effect.

(b) As of the date hereof, there are no off-balance sheet arrangements of any type required to be disclosed pursuant to Item 303 of Regulation S-K promulgated under the 1933 Act that have not been so disclosed in the SEC Documents.

4.15 Principal Market. Except as set forth on Schedule 4.15 of the Disclosure Schedule, the Company is not in violation of any of the rules, regulations or requirements of the Principal Market and has no knowledge of any facts or circumstances that would reasonably lead to delisting or suspension of the Common Stock by the Principal Market in the foreseeable future. Except as set forth on Schedule 4.15 of the Disclosure Schedules, since the Lookback Date, (i) the Common Stock has been listed or designated for quotation on the Principal Market, (ii) trading in the Common Stock has not been suspended by the SEC or the Principal Market and (iii) the Company has received no communication, written or oral, from the SEC or the Principal Market regarding the suspension or delisting of the Common Stock from the Principal Market. The issuance by the Company of the Common Shares shall not have the effect of delisting or suspending the Common Stock from the Principal Market.

4.16 Compliance; Permits.

(a) The Company is, and since the Lookback Date has been, in compliance in all material respects with all applicable Laws relating to the operation of its business and the maintenance and operation of its properties and assets. No written notices have been received by, and no Legal Proceedings have been initiated or, to the knowledge of the Company, threatened against, the Company alleging or pertaining to a violation of any such Laws.

(b) The Company (i) holds, and is the sole legal owner of, all Permits required for the conduct of its business and the ownership, lease and use of its assets and properties (including for the operation and use of any leased property including as required under applicable Laws) and Schedule 4.16 of the Disclosure Schedules sets forth a list of such Permits which are in full force and effect and not subject to appeal and (ii) is and since the Lookback Date has been in compliance in all material respects with all terms and conditions of any such Permits. No notice has been received by the Company alleging the failure to hold or comply with any such Permits or the eligibility of the Company to continue to hold any of the Permits in the future. To the knowledge of the Company, no suspension, modification, revocation or cancellation of any of the Permits is pending or threatened.

(c) The Company has not received any FDA Form 483, warning letter, untitled letter, letter of admonition, or other similar notification under or in connection with the Healthcare Laws in any jurisdiction with respect to the business, properties products or services of the Company. None of the Company's products have been subject to any import alerts or detentions.

(d) The Company has filed all reports and notifications with each relevant Governmental Body as required by applicable Law in relation to the products and services of the Company. The Company is not a party to any corporate integrity agreement, monitoring agreement, consent decree, settlement order, or similar agreement with or imposed by any Governmental Body that was agreed to or imposed since the Lookback Date.

(e) The Company is not the subject of any pending or, to the knowledge of the Company, threatened investigation in respect of its business or products by the FDA pursuant to its "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" Final Policy set forth in 56 Fed. Reg. 46191 (September 10, 1991) and any amendments thereto. To the knowledge of the Company, the Company has not committed any acts, made any statement, or failed to make any statement, in each case in respect of its business or products that would violate the FDA's "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" Final Policy, and any amendments thereto. None of the Company or to the knowledge of the Company any of its officers, employees or agents has been convicted of any crime or engaged in any conduct that could result in a debarment or exclusion (i) under 21 U.S.C. Section 335a or (ii) any similar applicable Law. No debarment or exclusionary claims, Legal Proceedings, proceedings or investigations in respect of their business or products are pending or, to the knowledge of the Company, threatened against the Company or any of its officers, employees or agents.

4.17 Transactions With Affiliates. Except as set forth on Schedule 4.17 of the Disclosure Schedules or disclosed in the SEC Documents, the Company is not a party to any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K of the SEC.

4.18 Equity Capitalization.

(a) As of the date hereof, the authorized capital stock of the Company consists of (i) 7,500,000 shares of Common Stock, of which, 7,447,950 are issued and outstanding, (ii) 5,000,000 shares of preferred stock par value $0.001 per share, of which, (1) 30,000 shares have been designated as Series C Convertible Preferred Stock par value $0.001 per share (the "**Series C Preferred Stock**"), which 17,858 are issued and outstanding at a conversion price of $0.335 and are convertible into 5,330,493 shares of Common Stock, (2) 20,000 shares have been designated as Series D Convertible Preferred Stock par value $0.001 per share (the "**Series D Preferred Stock**"), which 10,161 are issued and outstanding at a conversion price of $0.335, and are convertible into 2,238,806 shares of Common Stock, and (3) 30,000 shares have been designated as Series H Convertible Preferred Stock par value $0.001 per share (the "**Series H Preferred Stock**", together with the Series C Preferred Stock, the Series D Preferred Stock, the "**Company Preferred Stock**"), which 16,916 are issued and outstanding at a conversion price of $0.335 and are convertible into 3,534,525 shares of Common Stock, (iii) 670,764 shares of Common Stock net of issuances are reserved for issuance pursuant to the Company's 2021 Equity Incentive Plan, as amended (the "**2021 Company Equity Plan**") and the Visualant, Inc. 2011 Stock Incentive Plan, as amended (the "**2011 Company Equity Plan**" and together with the 2021 Company Equity Plan, the **"Company Equity Plans**"), and (iv) 1,192,958 warrants, which are exercisable for 1,192,958 shares of Common Stock (the "**Company Warrants**"). No shares of Common Stock are held in treasury. All of the outstanding capital stock of the Company are duly authorized and have been, or upon issuance will be, validly issued and are fully paid and nonassessable.

(b) Except as set forth on Schedule 4.18 of the Disclosure Schedules, (i) no Person is entitled to pre-emptive or similar statutory or contractual rights with respect to any securities of the Company; (ii) other than the Company Preferred Stock, the Company Warrants and options granted pursuant to the Company Equity Plan, there are no outstanding warrants, options, convertible securities or other rights, agreements or arrangements of any character under which the Company or any of its Subsidiaries is or may be obligated to issue any equity securities of any kind; (iii) except for the Registration Rights Agreement, there are no voting agreements, buy-sell agreements, option or right of first purchase agreements or other agreements of any kind among the Company and any of the securityholders of the Company relating to the securities of the Company held by them; (iv) except as provided in the Registration Rights Agreement, no Person has the right to require the Company to register any securities of the Company under the 1933 Act, whether on a demand basis or in connection with the registration of securities of the Company for its own account or for the account of any other Person; (v) there are no outstanding debt securities, notes, credit agreements, credit facilities or other agreements, documents or instruments evidencing Indebtedness of the Company or any of its Subsidiaries or by which the Company or any of its Subsidiaries is or may become bound; (vi) except pursuant to the Registration Rights Agreement, there are no agreements or arrangements under which the Company or any of its Subsidiaries is obligated to register the sale of any of their securities under the 1933 Act; (vii) there are no outstanding securities or instruments of the Company or any of its Subsidiaries which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to redeem a security of the Company or any of its Subsidiaries; (viii) there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the Common Shares; and (ix) neither the Company nor any Subsidiary has any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement.

(c) Except for the Company Equity Plans, the Company does not have any stock option plan or any other plan, program, agreement or arrangement providing for any equity-based compensation for any Person. Section 4.18(c) of the Disclosure Schedules sets forth the following information with respect to each Company Option and each other award under the Company Equity Plans outstanding as of the date of this Agreement: (i) the name of the holder; (ii) the number of shares of Common Stock subject to such Company Option at the time of grant; (iii) the number of shares of Common Stock subject to such Option as of the date of this Agreement; (iv) the exercise price; (v) the date on which such Company Option was granted; (vi) the applicable vesting schedule, including the number of vested and unvested shares as of the date of this Agreement; (vii) whether such Company Option is intended to constitute an "incentive stock option" (as defined in the Code) or a non-qualified stock option, and (v) the Company Equity Plan under which such Company Option was granted. The Company has made available to Buyer accurate and complete copies of the Company Equity Plans and the form of the stock option agreements evidencing the outstanding Company Options granted thereunder for each Company Equity Plan. All stock option agreements evidencing outstanding Company Options are consistent with the Company's standard form of stock option agreement. Each stock option granted by the Company was granted (i) in accordance with the terms of the applicable Company Equity Plan and applicable Law, and (ii) with an exercise price at least equal to the fair market value of the Common Stock on the date such stock option would be considered granted under GAAP and applicable Law. No Company Option has been backdated. To the knowledge of the Company, neither the Company nor any of its Subsidiaries has granted, and there is no and has been no Company policy or practice to grant, stock options prior to, or otherwise knowingly coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its Subsidiaries or their financial results or prospects.

(d) Schedule 4.18(d) of the Disclosure Schedules sets forth a true and complete accounting of the Company Warrants outstanding as of the date of this Agreement, including the following information: (i) the name of the warrant holder or, only to the extent the Company does not have knowledge of the name of the warrant holder, the aggregated group of warrant holders identified by offering (each, an "Aggregated Warrant Holder Group"), (ii) the number of shares of Common Stock subject to (A) each Company Warrant held by a warrant holder or (B) all Company Warrants held by any Aggregated Warrant Holder Group, (iii) the exercise price of such Company Warrant or, in the case of an Aggregated Warrant Holder Group, the exercise price of all such Company Warrants, (iv) the date on which such Company Warrant was granted or, in the case of an Aggregated Warrant Holder Group, the date on which all such Company Warrants were granted and (v) whether the Company Warrant has, or the Company Warrants held by an Aggregated Warrant Holder Group all have, Black Scholes Payment provisions and the anticipated amount of the Black Scholes Value Payments.

4.19 Indebtedness and Other Contracts. Schedule 4.19 sets forth the amount of outstanding Indebtedness to be paid off by the Company at or immediately following the Closing (the "Closing Indebtedness"). Neither the Company nor any of its Subsidiaries, (i) has any outstanding Indebtedness other than the Closing Indebtedness and the Liabilities listed on Schedule 4.14 of the Disclosure Schedule, or (ii) is in violation of any term of, or in default under, any contract, agreement or instrument relating to any Indebtedness, including the Closing Indebtedness.

4.20 Absence of Litigation. There is no Legal Proceeding before or by any Governmental Body, pending or, to the Company's knowledge, threatened in writing against or affecting the Company or any of its Subsidiaries, the Common Stock or any of the Company's or its Subsidiaries' officers or directors, whether of a civil or criminal nature or otherwise, in their capacities as such. Neither the Company nor any of its Subsidiaries is subject to any order, writ, judgment, injunction, decree, determination or award of any Governmental Entity.

4.21 Insurance. The Company and each of its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company and its Subsidiaries are engaged. Since the Lookback Date, neither the Company nor any such Subsidiary has been refused any insurance coverage sought or applied for and neither the Company nor any such Subsidiary has any reason to believe that it will be unable to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

4.22 Employee Benefits.

(a) Schedule 4.22 of the Disclosure Schedules sets forth a true, correct and complete list of all Company Plans. The Company has made available to Buyer a true and complete copy, as applicable, of (i) each Company Plan (including any amendments and all Contracts relating thereto, or to the funding thereof, including all trust, insurance, administration, investment, subscription and participation Contracts, each as in effect on the date hereof,) and written descriptions of all material terms of any Company Plan that is not in writing, (ii) the three most recent Form 5500 filings with accompanying schedules and attachments, (iii) the most recent summary plan description (and any summary of material modifications) of any such Company Plan, (iv) the most recently received determination or opinion letter issued by the Internal Revenue Service and each currently pending application for a determination letter, (v) the most recently prepared annual reports, actuarial reports, financial statements and trustee reports in respect of any such Company Plans, (vi) all material records, notices and filings concerning Internal Revenue Service or U.S. Department of Labor non-routine audits or investigations in respect of any such Company Plan, (vii) all material, non-routine, communications with participants, beneficiaries and Governmental Entities, and (viii) non-discrimination and top heavy test results for the three most recent plan years. The Company does not have a Contract, plan or commitment, whether legally binding or not, to create any additional Company Plans or to modify any existing Company Plan other than any amendment adopted in the ordinary course to comply with applicable Law. The Company has reserved all rights necessary to amend or terminate each Company Plan that is an "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA) without the consent of any other Person or any liability (other than vested benefits).

(b) Each Company Plan has been established, maintained, administered and operated at all times in compliance with its terms and the requirements of any applicable Law, including but not limited to ERISA and the Code, and no event has occurred or condition exists which could reasonably be expected to cause any such Company Plan to fail to comply with such requirements or cause the Company, directly or indirectly, to incur a penalty or excise Tax or cause a deduction for a contribution to a Company Plan to be disallowed. Each Company Plan that is a health plan is in compliance in all material respects with COBRA and the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010. The Company has not filed, and is not considering filing, an application under the IRS Employee Plans Compliance Resolution System or the Department of Labor's Voluntary Fiduciary Correction Program with respect to any Company Plan.

(c) Neither the Company nor any ERISA Affiliate maintains, sponsors, contributes to, is obligated to contribute to, has any Liability with respect to or has any obligations, current or contingent, or has within the preceding six years maintained, sponsored, contributed to, been obligated to contribute to, had any Liability with respect to, any (i) plan subject to Title IV of ERISA or Code Section 412, including any "multiemployer plan" within the meaning of Sections 3(37) or 4001(a)(3) of ERISA; (ii) a "multiple employer plan" as defined in Section 4063 or 4064 of ERISA, (iii) a self-funded health or welfare benefit plan, (iv) an Company Plan that provides for indemnification for or gross-up or similar payment of any Taxes incurred under Code Section 4999 or Section 409A of the Code, (v) "a welfare benefit fund," as defined in Section 419(e) of the Code, or (vi) an organization described in Section 501(c)(9) of the Code.

(d) No prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, or breach of any of the duties imposed on "fiduciaries" (within the meaning of Section 3(21) of ERISA) by ERISA has occurred with respect to any Company Plan that could reasonably be expected to result in any Liability or excise Tax under ERISA or the Code being imposed on the Company, excluding transactions effected pursuant to a statutory or administrative exemption. .

(e) Each Company Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and has received a currently effective favorable determination letter from the Internal Revenue Service upon which the Company may rely or is comprised of a master or prototype plan that has received a favorable opinion letter from the Internal Revenue Service upon which the Company may rely (or has submitted, or is within the remedial amendment period for submitting, an application for a determination letter and is awaiting a response from the Internal Revenue Service), and, to the knowledge of the Company, no event has occurred or condition exists that could reasonably be expected to result in the disqualification of such Company Plan or the revocation or failure to issue any such determination letter or opinion letter. No Company Plan sponsored or maintained by the Company has assets that include securities issued by the Company. With respect to each Company Plan, all contributions, premiums or payments which are due on or before the date hereof have been paid to such plan within the time periods prescribed by ERISA, the Code or the terms of such Company Plan.

(f) There are no Legal Proceedings (other than routine claims for benefits) pending or, to the knowledge of the Company, threatened with respect to (or against the assets of) any Company Plan, nor, to the knowledge of the Company, are there any facts that could reasonably be expected to give rise to any such Legal Proceeding. No Company Plan is currently under investigation, audit or review, directly or indirectly, by the Internal Revenue Service, the U.S. Department of Labor or other Governmental Entity, and, to the knowledge of the Company, no such investigation, audit or review is threatened or contemplated by the Internal Revenue Service, the U.S. Department of Labor or other Governmental Body.

(g) No Company Plan provides for post-employment or retiree welfare benefits payments or coverage, except as required by COBRA.

(h) The execution of, and consummation of the transactions contemplated by, this Agreement will not (either alone or in conjunction with any other action by the Company prior to the Closing) (i) entitle any current or former employee, director, manager, officer, consultant, independent contractor, contingent worker or leased employee (or any dependents, spouses or beneficiaries thereof) of the Company to severance pay or any other similar payment or any other payment or benefit becoming due under any Company Plan, (ii) accelerate the time of payment or vesting or funding, or increase the amount of compensation due to such individual, (iii) increase any benefits under any Company Plan, (iv) result in the triggering or imposition of any restrictions or limitations on the ability to amend or terminate any Company Plan or (v) result in any breach or violation of, or default under any Company Plan.

(i) No amount, economic benefit or other entitlement that could be received (including in cash or property or vesting of property) as a result of the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated by this Agreement (whether alone or in conjunction with any other event, including any termination of employment or service on or following the Closing Date) by any person who could be a "disqualified individual" (as defined in Section 280G(c) of the Code) with respect to the Company could give rise to any "parachute payment," as defined under Section 280G(b)(2) of the Code and the regulations thereunder or trigger the excise tax under Section 4999 of the Code.

(j) Each Company Plan that is or has ever been a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code and associated Treasury Department guidance, if any, has been, since January 1, 2005, in operational compliance, and, since January 1, 2009, in documentary compliance, with Section 409A of the Code. The Company does not have any obligation to indemnify, reimburse, make whole or otherwise "gross-up" any Person for the interest or additional tax set forth under Section 409A, Section 280G, or Section 4999 of the Code, or otherwise.

(k) The Company has not maintained, has not operated nor has any Liability with respect to, and the Company has not ever maintained, operated or had Liability with respect to, any plan, program, agreement or arrangement with respect to employees, directors, consultants or contractors that is or was subject to the Laws of a jurisdiction outside of the United States of America.

4.23 Employee Relations.

(a) The Company has not engaged in any unfair labor practice. (i) No Legal Proceedings, labor disturbance by or dispute with any current or former employee, director, manager, officer, or independent contractor of the Company or any of its Subsidiaries exists or, to the knowledge of the Company, is contemplated or threatened, and, to the knowledge of the Company, there is no existing or imminent Legal Proceedings, labor disturbance by, or dispute with, any of the Company's current or former employees, directors, managers, officers, independent contractors or other service providers; (ii) the Company has not agreed to recognize any labor union, nor has any labor union or other collective bargaining representative been certified as the exclusive bargaining representative of any employees of the Company, nor has any labor organization or group of employees of the Company or any of its Subsidiaries made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or, to the knowledge of the Company, threatened to be brought or filed, with the National Labor Relations Board or any other labor relations tribunal or authority; (iii) there are no organizing activities, strikes, work stoppages, slowdowns, lockouts, arbitrations or grievances, or other labor disputes pending or, to the knowledge of the Company, threatened or reasonably anticipated against the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries is a party to any collective bargaining agreement or similar agreement with a labor organization nor does the Company or any of its Subsidiaries have any actual or contingent Liability or other obligations under any collective bargaining agreement.

(b) All individuals who have rendered services to the Company or any of its Subsidiaries who were classified by the Company or such Subsidiary, as applicable, as having the status of an employee or independent contractor were properly classified in accordance with the terms of each Company Plan and ERISA, the Code, the Fair Labor Standards Act and all other applicable Laws and neither the Company nor any Subsidiary has received notice to the contrary from any Person or Governmental Body.

(c) Each of the Company and its Subsidiaries is and at all times has been in compliance in all material respects with all applicable laws respecting employment and employment practices, and personnel and labor, including provisions thereof relating to terms and conditions of employment, wages and hours and occupational safety and health (including the Occupational Safety and Health Act of 1970 and the rules and regulations promulgated thereunder), equal opportunity, collective bargaining, immigration (including the Immigration Reform and Control Act or similar Law), the Worker Adjustment Retraining and Notification Act or any similar Law, government contracting, child labor, affirmative action, discrimination, retaliation, sexual harassment, disability rights or benefits, collective dismissals, affirmative action, workers' compensation, worker classification, health insurance continuation, labor relations, unemployment insurance, privacy, leaves of absence, meal and rest periods, vacation, sick and other paid time off, right to information and consultation, pay equity and transparency, restrictive covenants, plant closing, mass layoffs and automated employment decision tools and other artificial intelligence (collectively, the "Employment Laws"). The Company has complied in all material respects with all applicable immigration Laws, including all applicable Laws with respect to E-Verify and Form I-9, including record collection and retention requirements thereof. The Company has not implemented any employee layoffs or plant closures that give rise to notice obligations under the Worker Adjustment and Retraining Notification Act or any similar state or local Law. The Company has timely paid all wages, salaries, bonuses, commissions, expenses, wage premiums, or other compensation that has become due and payable to its current and former employees, independent contractors, or other service providers pursuant to a Law, Contract, or employment policy. No Legal Proceeding relating to any Employment Laws is pending against the Company or any employee or director of the Company and, since the Lookback Date, no Legal Proceeding against the Company or any employee or director of the Company relating to any Employment Laws has been initiated, filed or, to the knowledge of the Company, threatened.

(d) Since the Lookback Date, (i) no allegations or formal or informal complaints of sexual harassment or misconduct have been made to or filed with the Company, (ii) no other Legal Proceedings have been initiated, filed or, to the knowledge of the Company, threatened against the Company related to sexual harassment or sexual misconduct, , in each case by or against any current or former officer, director, manager or senior level management employee of the Company, and (iii) none of the Company or its Subsidiaries has ever entered into any settlement agreements related to allegations of sexual harassment or misconduct by an officer, director, manager or senior level management employee of the Company.

(e) Schedule 4.23(i) sets forth a true, correct, and complete list of all current employees and all other individual independent contractors of the Company, to the extent applicable, showing each such Person's current (i) name, (ii) position, (iii) employing entity, (iv) status as full-time or part-time, (v) if an employee, his or her status as exempt or non-exempt under the Fair Labor Standards Act, (vi) date of commencement of employment or service, (vii) rate of base salary and incentive compensation, commission and bonuses, (viii) primary work location, (ix) type and expiration date of any required visa or work permit, (x) accrued but unpaid vacation or other paid time off, and (xi) whether such Person is on a leave of absence (or gave written notice of the need for a leave of absence), and if so, the cause of such leave of absence and the date the Person is expect to return to active service.

4.24 Real Property. The Company does not own, and none of its Subsidiaries owns, nor has the Company or any of its Subsidiaries ever owned any real property. Schedule 4.24 of the Disclosure Schedules sets forth an accurate and complete list of all real properties with respect to which the Company or any of its Subsidiaries directly or indirectly holds a valid leasehold interest as well as any other real estate that is in the possession of or leased by the Company ("**Company Real Estate Leases**"). The Company has made available to Buyer copies of all Company Real Estate Leases, each of which is in full force and effect, with no existing material default thereunder. The Company's and its Subsidiaries' use and operation of each such leased property conforms to all applicable Laws in all material respects, and the Company or its Subsidiaries has exclusive possession of each such leased property and has not granted any occupancy rights to tenants or licensees with respect to such leased property. The Company and its Subsidiaries have not received written notice from its landlords or any Governmental Body that: (a) relates to violations of building, zoning, safety or fire ordinances or regulations; (b) claims any defect or deficiency with respect to any of such properties; or (c) requests the performance of any repairs, alterations or other work to such properties.

4.25 Intellectual Property Rights.

(a) The Company or its Subsidiaries owns, or has the legal and valid right to use, as currently being used by the Company or its Subsidiaries, all Company IP Rights, free and clear of all Liens.

(b) Schedule 4.25(b) of the Disclosure Schedules sets forth an accurate, true and complete listing of all Company Registered IP, specifying as to each such item, as applicable, the owner(s) of record (and, in the case of domain names, the registrar), jurisdiction of application and/or registration, the application and/or registration number, the date of application and/or registration, and the status of application and/or registration. Each item of Company IP Rights that is Company Registered IP is and at all times has been filed and maintained in compliance in all material respects with all applicable Law and all filings, payments, and other actions required to be made or taken to maintain such item of Company Registered IP in full force and effect have been made by the applicable deadline.

(c) To the knowledge of the Company, no employee of the Company or any of its Subsidiaries is (i) bound by or otherwise subject to any Contract restricting him or her from performing his or her duties for the Company or its Subsidiaries or (ii) in breach of any Contract with any former employer or other Person concerning Company IP Rights purported to be owned by the Company or its Subsidiaries or confidentiality provisions protecting Trade Secrets and confidential information comprising Company IP Rights purported to be owned by the Company or its Subsidiaries.

(d) The Company and each of its Subsidiaries has taken all commercially reasonable and appropriate steps to protect and maintain the Company IP Rights, including to preserve the confidentiality of all proprietary information that the Company holds, or purports to hold, as a material Trade Secret. Any disclosure by the Company or its Subsidiaries of Trade Secrets to any third party has been pursuant to the terms of a written agreement with such Person or is otherwise lawful. The Company and its Subsidiaries have implemented and maintained a reasonable security plan consistent with industry practices of companies offering similar products or services. To the knowledge of the Company, the Company and its Subsidiaries have not experienced any breach of security or otherwise unauthorized access by third parties to the confidential information in the Company's or any of its Subsidiaries' possession, custody or control.

(e) To the knowledge of the Company, the Company IP Rights are (i) valid and enforceable and (ii) constitute all Intellectual Property necessary for the Company to conduct its business as currently conducted and planned to be conducted. The Company has not misrepresented, or failed to disclose, any facts or circumstances in any application for any Company Registered IP that would constitute fraud with respect to such application.

(f) To the knowledge of the Company, (i) the conduct of the Company's business as presently conducted and presently proposed to be conducted; and (ii) the manufacture, marketing, license, sale or intended use of any product or technology currently licensed or sold or under development by the Company or any of its Subsidiaries, does not violate any license or agreement between the Company or its Subsidiaries and any third party, and does not infringe or misappropriate any Intellectual Property right of any third party. Neither the Company nor any of its Subsidiaries is a party to any Legal Proceeding, or received any written communications, alleging that any Company IP Rights, product, proposed product or past, current or proposed activity has violated, violates or would violate any Intellectual Property rights of any third party and, to the knowledge of the Company, a valid claim for such Legal Proceeding does not exist. No Company IP Rights are subject to any proceeding, order, judgment, settlement agreement, stipulation or right that restricts in any manner the use, transfer, or licensing thereof by the Company or any of its Subsidiaries, or which may affect the validity, use or enforceability of any such Company IP Rights.

(g) To the knowledge of the Company, no third party is infringing upon any Company IP Rights or violating any license or agreement between Buyer and such third party, and neither the Company nor any of its Subsidiaries has sent any written communication to or asserted or threatened in writing any Legal Proceeding or claim against any Person involving or relating to any Company IP Rights.

(h) There is no current or pending Legal Proceeding (including any opposition, interference, inter partes review, or other proceeding in any patent or other government office) contesting the validity, ownership or right to use, sell, license or dispose of any Company IP Rights or products or technologies, nor has the Company or any of its Subsidiaries received any written notice asserting or suggesting that any such Company IP Rights, or the Company's or any of its Subsidiaries' right to use, sell, license or dispose of any such Company IP Rights or products or technologies conflicts with or infringes or misappropriates or will conflict with or infringe or misappropriate the rights of any other Person.

4.26 Privacy and Data Security.

(a) The Company and its Subsidiaries have complied in all material respects with all applicable (i) Privacy Laws, (ii) contractual terms to which the Company or any of its Subsidiaries is a party or is otherwise bound that impose obligations on the Company or its Subsidiaries with respect to Personal Information, privacy, information security and marketing and (iii) the Company's internal and external (including publicly posted) policies, notices, representations or guidelines relating to Personal Information, privacy and/or security of Personal Information ("**Privacy Policies**") (collectively, "**Privacy and Data Security Requirements**"). The Company nor its Subsidiaries have received any complaint, inquiry or request for information or documents, and no Legal Proceeding is pending or to the knowledge of the Company, threatened against the Company or its Subsidiaries alleging that the Processing of Personal Information by the Company or its Subsidiaries violates any applicable Privacy and Data Security Requirements. None of the representations or disclosures made or contained in any Privacy Policy are or have been inaccurate, misleading or deceptive or in violation of any applicable Privacy and Data Security Requirements.

(b) Neither the (i) the execution, delivery or performance of this Agreement or any other agreements referred to in this Agreement, nor (ii) the consummation of any of the transactions contemplated hereby will result in violation of any applicable Privacy and Data Security Requirements. The Company and its Subsidiaries have at all times made all required disclosures to, and obtained all consents from, users, customers, employees, contractors, governmental bodies and other applicable third parties required by all applicable Privacy and Data Security Requirements and as necessary for the Company's and its Subsidiaries' Processing of Personal Information in connection with the conduct of its business as it has been conducted.

(c) The Company and its Subsidiaries have at all times implemented and maintained in place reasonable and appropriate physical, technical and administrative security programs, policies, procedures and such other measures required by applicable Privacy and Data Security Requirements, to protect Personal Information that the Company or its Subsidiaries Processes in connection with the operation of its business from destruction, loss, alteration, damage, unauthorized access or disclosure or illegal or unauthorized Processing ("Security Policies"). No breach or violation of any such Security Policies or any Privacy Policy has occurred or is threatened. There has not been any destruction, loss, alteration, damage, unauthorized access or disclosure or illegal or unauthorized Processing of any Personal Information that is in the possession or control of the Company or its Subsidiaries. The Company and its Subsidiaries have not experienced any Security Incident, phishing incident, ransomware or malware attack, malicious disruption of the Systems or other incident in which Personal Information was or may have been accessed, disclosed, acquired or exfiltrated in an unauthorized manner and the Company and its Subsidiaries have not received any notices from any Person or has been the subject of any actual or threatened claim, Legal Proceeding, or investigation with respect thereto.

(d) The Systems that are material to the conduct of the business have commercially reasonable security, back-ups and disaster recovery arrangements in place that comply with the applicable Privacy and Data Security Requirements. The Systems have never suffered any material failure and the Company and its Subsidiaries have undertaken and implemented measures to prevent any material failures.

(e) The Company and its Subsidiaries have obtained written agreements from all subcontractors and third-party vendors to whom the Company and/or its Subsidiaries have provided or disclosed Personal Information that (1) satisfy the requirements of the Privacy and Data Security Requirements, and (2) bind the subcontractor and third-party vendors to at least the same restrictions and conditions that apply to the Company and/or its Subsidiaries with respect to such Personal Information.

(f) The Company and its Subsidiaries have taken commercially reasonable steps to limit access to Personal Information to: (i) the Company and its Subsidiaries personnel and to subcontractors and third-party vendors providing services to or on behalf of the Company or its Subsidiaries, in each case to those who have a need to know such Personal Information in the execution of their duties to the Company or its Subsidiaries; and (ii) such other Persons permitted to access such Personal Information in accordance with the Privacy Policies, and contractual obligations to which the Company or its Subsidiaries are bound.

4.27 Agreements, Contracts and Commitments.

(a) Except as set forth in the SEC Documents publicly available prior to the date of this Agreement, neither the Company nor any of its Subsidiaries is a party or is bound by any "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K under the Securities Act excluding, however, any Company Plans) (all such contracts, "**Company Material Contracts**").

(b) The Company has delivered or made available to Buyer accurate and complete copies of all Company Material Contracts, including all amendments thereto. Neither the Company nor any of its Subsidiaries, nor to the knowledge of the Company, as of the date of this Agreement has any other party to a Company Material Contract, breached, violated or defaulted under, or received notice that it breached, violated or defaulted under, any of the terms or conditions of any Company Material Contract in such manner as would permit any other party to cancel or terminate any such Company Material Contract, or would permit any other party to seek damages which would reasonably be expected to be material to the Company, its applicable Subsidiary or its business. As to the Company or its applicable Subsidiary, as of the date of this Agreement, each Company Material Contract is valid, binding, enforceable and in full force and effect, subject to the Enforceability Exceptions.

4.28 Taxes.

(a) The Company and its Subsidiary have timely filed all income Tax Returns and other Tax Returns required to be filed by the Company or its Subsidiary under applicable Law (taking into account all applicable extensions of time to file Tax Returns). All Tax Returns filed by the Company and its Subsidiary are correct and complete in all material respects and have been prepared in compliance with all applicable Law. Since the Lookback Date, no claim has been made by any Governmental Body in any jurisdiction where the Company or its Subsidiary does not file a particular Tax Return or pay a particular Tax that the Company or its Subsidiary are subject to taxation by that jurisdiction.

(b) All income and other material Taxes due and owing by the Company or its Subsidiary on or before the date hereof (whether or not shown on any Tax Return) have been fully and timely paid. Since the Balance Sheet Date, neither the Company nor its Subsidiary have incurred any material liability for Taxes outside the ordinary course of business consistent with past practice.

(c) All material Taxes that the Company and its Subsidiary are or were required by Law to withhold or collect have been duly and timely withheld or collected in all material respects on behalf of their respective employees, independent contractors, members, or other third parties, and have been timely paid to the proper Governmental Body or other Person or properly set aside in accounts for this purpose in accordance with applicable Law. The Company and its Subsidiary have properly maintained all records required to be maintained with respect to withholding of Taxes under appliable Law.

(d) There are no Liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of the Company or its Subsidiary.

(e) No deficiencies for income or other material Taxes with respect to the Company or its Subsidiary have been claimed, proposed or assessed by any Governmental Body in writing. There are no pending, ongoing, or threatened audits, assessments or other actions for or relating to any liability in respect of a material amount of Taxes of the Company or its Subsidiary. Neither the Company not its Subsidiary have extended or waived any statute of limitations in respect of the payment of any income or other material Taxes or the filing of any Tax Return (other than extensions automatically obtained in the ordinary course of business consistent with past practice) or agreed to any extension of time with respect to any income or other material Tax assessment or deficiency.

(f) None of the Company or its Subsidiary are parties to any Tax allocation agreement, Tax sharing agreement, Tax indemnity agreement, or similar agreement or arrangement, other than customary commercial contracts entered into in the ordinary course of business consistent with past practice the principal subject matter of which is not Taxes.

(g) None of the Company or its Subsidiary will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for Tax purposes; (ii) use of an improper method of accounting for a Tax period ending on or prior to the Closing Date; (iii) "closing agreement" as described in Section 7121 of the Code (or any similar provision of state, local or foreign Law) executed on or prior to the Closing Date; (iv) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any similar provision of state, local or foreign Law); (v) installment sale or open transaction disposition made on or prior to the Closing Date; (vi) prepaid amount received or deferred revenue accrued on or prior to the Closing Date; or (vii) election under Section 108(i) of the Code (or any similar provision of state, local or foreign Law).

(h) None of Company or its Subsidiary have ever been a member of a consolidated, combined or unitary Tax group (other than such a group the common Buyer of which is the Company). Neither the Company nor its Subsidiary has any liability for Taxes of any Person (other than, with respect to the Company, Taxes of its Subsidiary) under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local, or foreign Law), or as a transferee or successor.

(i) Neither the Company nor its Subsidiary have distributed stock of another Person, or had their stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code or Section 361 of the Code (or any similar provisions of state, local or foreign Law).

(j) Neither the Company nor its Subsidiary have ever had a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise have an office or fixed place of business in a jurisdiction outside of the United States.

(k) Neither the Company nor its Subsidiary have participated in or been a party to a transaction that, as of the date of this Agreement, constitutes a "listed transaction" or a "transaction of interest" that is required to be reported to the Internal Revenue Service pursuant to Section 6011 of the Code and applicable Treasury Regulations thereunder.

(l) Neither the Company nor its Subsidiary have taken any action nor know of any fact or circumstance that could reasonably be expected to prevent the transactions contemplated by this Agreement from qualifying for the Intended Tax Treatment.

(m) Neither the Company nor its Subsidiary have been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(n) No private letter rulings, technical advice memoranda, or similar material agreements or rulings have been requested, entered into or issued by any Governmental Body with respect to the Company or its Subsidiary.

For purposes of this Section 4.28, each reference to the Company or its Subsidiary shall be deemed to include any Person that was liquidated into, merged with, or is otherwise a predecessor to, the Company or its Subsidiary.

4.29 Investment Company Status. Neither the Company nor any of its Subsidiaries is, and upon consummation of the sale of the Common Shares will be, an "investment company," an affiliate of an "investment company," a company controlled by an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended.

4.30 Eligibility for Registration. The Company is eligible to register the Common Shares for resale by the Buyer using Form S-3 promulgated under the 1933 Act.

4.31 Shell Company Status. The Company is not, and has never been, an issuer identified in, or subject to, Rule 144(i).

4.32 OFAC. None of the Company nor any of the Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or person acting on behalf of the Company and/or any Subsidiary has been or is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**"); and the Company will not directly or indirectly use any proceeds received from Buyer or lend, contribute or otherwise make available such proceeds to its Subsidiaries or to any affiliated entity, joint venture partner or other person or entity, to finance any investments in, or make any payments to, any country or person currently subject to any of the sanctions of the United States administered by OFAC.

4.33 No Foreign Corrupt Practices. None of the Company or any of the Subsidiaries has, directly or indirectly: (a) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental authority of any jurisdiction except as otherwise permitted under applicable Law; or (b) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the Foreign Corrupt Practices Act or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Company or its Subsidiaries and their respective operations and the Company has instituted and maintained policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such legislation.

4.34 Anti-Money Laundering. The operations of each of the Company and the Subsidiaries are and have been conducted at all times in compliance with all applicable anti-money laundering Laws, in its jurisdiction of incorporation and in each other jurisdiction in which such entity, as the case may be, conducts business (collectively, the "**Money Laundering Laws**") and no Legal Proceeding involving the Company or its Subsidiaries with respect to any of the Money Laundering Laws is, to the knowledge of the Company, pending, threatened or contemplated.

4.35 No Disagreements with Accountants and Lawyers. There are no material disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants and lawyers formerly or presently employed by the Company and the Company is current with respect to any fees owed to its accountants and lawyers which could affect the Company's ability to perform any of its obligations under any of the Transaction Documents.

4.36 No Untrue Statements. The Company hereby represents and warrants to Buyer that, as of the date hereof and as of the Closing Date, none of the information contained in this Agreement, the Disclosure Schedules, the SEC Filings, or any other document, certificate, or statement furnished to Buyer or its Representatives by or on behalf of the Company or any of its Subsidiaries, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

4.37 No Other Representations. Except for the representations and warranties set forth in this Agreement and in other Transaction Documents, neither the Company nor any of its Affiliates, or any of their respective Representatives, has made or is making any other express or implied representation or warranty, either written or oral, to the Buyer or its Representatives in connection with the transactions contemplated by this Agreement.

4.38 Non-Reliance. The Company acknowledges and agrees that, except for the representations and warranties expressly set forth in this Agreement, it is not relying on, and has not relied on, any other representation or warranty, whether written or oral, express or implied, or any other information, statement, or document made or provided by or on behalf of the Buyer or any of its Affiliates, or any of their respective Representatives, in connection with its decision to enter into this Agreement or to consummate the transactions contemplated hereby.

ARTICLE V

COVENANTS

5.1 Operation of the Company's Business.

(a) Except (i) as set forth on Schedule 5.1 of the Disclosure Schedules, (ii) as expressly permitted by or required in accordance with this Agreement, (iii) as required by applicable Law or (iv) unless Buyer shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed or conditioned), during the period commencing on the date of this Agreement and continuing until the earlier to occur of the valid termination of this Agreement pursuant to Article VIII and the Closing Date (the "**Pre-Closing Period**"), the Company shall conduct its business and operations in the ordinary course of business, consistent with past practice and in compliance with all applicable Laws and the requirements of all Contracts that constitute Company Material Contracts.

(b) Except (i) as expressly permitted by this Agreement, (ii) as set forth on Schedule 5.1 of the Disclosure Schedules, (iii) as required by applicable Law or (iv) with the prior written consent of Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), at all times during the Pre-Closing Period, the Company shall not:

(i) declare, accrue, set aside or pay any dividend or make any other distribution in respect of any shares of its capital stock or repurchase, redeem or otherwise reacquire any shares of its capital stock or other securities (except in connection with the payment of the exercise price and/or withholding Taxes incurred upon the exercise, settlement or vesting of any award granted under any Company Plan);

(ii) sell, issue, grant, pledge or otherwise dispose of or encumber or authorize any of the foregoing with respect to: (A) any capital stock or other security of the Company, including without limitation, pursuant to any "at the market offering" (except for Common Stock issued upon the valid exercise of outstanding Company Options); (B) any option, warrant or right to acquire any capital stock or any other security; or (C) any instrument convertible into or exchangeable for any capital stock or other security of the Company;

(iii) except as required to give effect to anything in contemplation of the Closing, amend any of its Organizational Documents, or effect or be a party to any merger, consolidation, share exchange, business combination, recapitalization, reclassification of shares, stock split, reverse stock split or similar transaction except, for the avoidance of doubt, the transactions contemplated by this Agreement;

(iv) form, or dissolve, any Subsidiary or acquire any equity interest or other interest in any other Entity or enter into a joint venture with any other Entity;

(v) (A) lend money to any Person, (B) incur or guarantee any indebtedness for borrowed money, or (C) incur or guarantee any debt securities of others;

(vi) other than as required by the terms of any Company Plan as in effect on the date of this Agreement: (A) adopt, terminate, establish or enter into any Company Plan; (B) cause or permit any Company Plan to be amended in any material respect; (C) pay any bonus or make any profit-sharing or similar payment to, or increase the amount of the wages, salary, commissions, benefits or other compensation or remuneration payable to, any of its directors, officers or employees, other than increases in base salary and annual cash bonus opportunities and payments made in the ordinary course of business consistent with past practice; (D) increase the severance or change of control benefits offered to any current or new employees, directors or consultants; or (E) hire any officer or employee.

(vii) recognize any labor union, labor organization, or similar Person;

(viii) enter into any material transaction other than in the ordinary course of business;

(ix) acquire any material asset or sell, lease or otherwise irrevocably dispose of any of its material assets or properties, or grant any Lien with respect to such assets or properties, except in the ordinary course of business, consistent with past practice;

(x) sell, assign, transfer, license, sublicense or otherwise dispose of any material Company IP Rights (other than pursuant to non-exclusive licenses in the ordinary course of business consistent with past practice);

(xi) make, change or revoke any material Tax election, fail to pay any income or other material Tax as such Tax becomes due and payable, file any amendment making any material change to any Tax Return, settle or compromise any income or other material Tax liability, enter into any Tax allocation, sharing, indemnification or other similar agreement or arrangement, request or consent to any extension or waiver of any limitation period with respect to any claim or assessment for any income or other material Taxes (other than in connection with any extension of time to file any Tax Return), or adopt or change any accounting method in respect of Taxes;

(xii) enter into, materially amend or terminate any Company Material Contract or any Contract that would constitute a Company Material Contract;

(xiii) other than obtaining "tail" insurance coverage in connection with the Closing, terminate or modify in any material respect, or fail to exercise renewal rights with respect to, any material insurance policy;

(xiv) waive, settle or compromise any pending or threatened Legal Proceeding against the Company or any of its Subsidiaries, other than waivers, settlements or agreements (A) for an amount not in excess of $50,000 in the aggregate (excluding amounts to be paid under existing insurance policies or renewals thereof), (B) that do not impose any material restrictions on the operations or businesses of the Company, taken as a whole, or any equitable relief on, or the admission of wrongdoing by the Company or any of its Subsidiaries or (C) that will not require payment of any amount or any other performance, in each case by the Company, at any time following the Closing;

(xv) delay or fail to repay when due any material obligation, including accounts payable and accrued expenses;

(xvi) other than as required by Law or GAAP, take any action to change its accounting policies or procedures; or

(xvii) agree, resolve or commit to do any of the foregoing.

(c) Nothing contained in this Agreement shall give Buyer, directly or indirectly, the right to control or direct the operations of the Company prior to the Closing. Prior to the Closing, the Company shall exercise, consistent with the terms and conditions of this Agreement, complete unilateral control and supervision over its business operations.

5.2 Non-Solicitation. The Company agrees that, during the Pre-Closing Period, neither it nor its Subsidiaries shall, nor shall it or any of its Subsidiaries authorize any of its Representatives to, directly or indirectly: (i) solicit, initiate or knowingly encourage, induce, discuss, negotiate or facilitate the communication, making, submission or announcement of any Acquisition Proposal or Acquisition Inquiry or take any action that would reasonably be expected to lead to an Acquisition Proposal or Acquisition Inquiry; (ii) furnish any non-public information regarding Buyer or any of its Subsidiaries to any Person in connection with or in response to an Acquisition Proposal or Acquisition Inquiry; (iii) engage in discussions (other than to inform any Person the existence of the provisions in this Section 5.2) or negotiations with any Person with respect to any Acquisition Proposal or Acquisition Inquiry; (iv) approve, endorse or recommend any Acquisition Proposal; (v) execute or enter into any letter of intent or any Contract contemplating or otherwise relating to any Acquisition Transaction; or (vi) publicly propose to do any of the foregoing. If the Company or any Representative of the Company receives an Acquisition Proposal or Acquisition Inquiry at any time during the Pre-Closing Period, then such party shall promptly (and in no event less than twenty-four (24) hours after the Company becomes aware of such Acquisition Proposal or Acquisition Inquiry) advise Buyer orally and in writing of such Acquisition Proposal or Acquisition Inquiry (including the terms thereof). The Company shall immediately cease and cause to be terminated any existing discussions, negotiations and communications with any Person that relate to any Acquisition Proposal or Acquisition Inquiry that has not already been terminated as of the date of this Agreement.

5.3 Access and Information. Subject to the terms of the Confidentiality Agreement, which Buyer acknowledges that the information provided to it and its Representatives under this Section 5.3 is subject to the terms thereof, and which the Parties agree will continue in full force following the date of this Agreement, during the Pre-Closing Period, upon reasonable notice, the Company shall and shall use commercially reasonable efforts to cause its Representatives to: (a) provide Buyer and its Representatives reasonable access during normal business hours to the Company's Representatives, personnel, property and assets and to all existing books, records, Tax Returns, work papers and other documents and information relating to the Company and its Subsidiaries; (b) provide Buyer and its Representatives with such copies of the existing books, records, Tax Returns, work papers, product data, and other documents and information relating to the Company, and with such additional financial, operating and other data and information regarding the Company's Subsidiaries as Buyer may reasonably request; (c) permit Buyer's officers and other employees to meet, upon reasonable notice and during normal business hours, with the chief financial officer and other officers and managers of the Company responsible for the Company's financial statements and the internal controls of the Company to discuss such matters as the Company may deem necessary or appropriate and; (d) make available to Buyer copies of unaudited financial statements, material operating and financial reports prepared for senior management or the board of directors or managers of Buyer, and any material notice, report or other document filed with or sent to or received from any Governmental Body in connection with the contemplated transactions. Any investigation conducted by Buyer pursuant to this Section 5.3 shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the other Party. Notwithstanding the foregoing, the Company may restrict the foregoing access to the extent that any Law applicable to the Company requires the Company to restrict or prohibit access to any such properties or information or as may be necessary to preserve the attorney-client privilege under any circumstances in which such privilege may be jeopardized by such disclosure or access; provided that the Company shall use its commercially reasonable efforts to obtain any required consents for the disclosure of such information and take such other reasonable action (including, to the extent permitted, redacted versions of any such information or entering into a joint defense agreement or similar arrangement to avoid loss of attorney-client privilege) with respect to such information as is necessary to permit disclosure without jeopardizing such attorney-client privilege or violating applicable Law, as applicable.

5.4 Notification of Certain Matters. During the Pre-Closing Period, the Company shall promptly (and in no event later than three (3) Business Days after the Company becomes aware of same) notify Buyer (and, if in writing, furnish copies of) if any of the following occurs: (i) any notice or other communication is received from any Person alleging that the consent of such Person is or may be required in connection with any of the transactions contemplated hereby; (ii) any Legal Proceeding against or involving or, to the knowledge of the Company, otherwise affecting the Company is commenced, or, to the knowledge of the Company, threatened against the Company or, to the knowledge of the Company, is commenced or threatened against any manager, officer or employee of the Company in their capacity as a manager, officer or employee of the Company; (iii) the Company becomes aware of any material inaccuracy in any representation or warranty made by it in this Agreement; or (iv) the failure of the Company to comply with any covenant or obligation of the Company; in each case in clauses (iii) or (iv) that could reasonably be expected to make the timely satisfaction of any of the conditions set forth in this Article V, Article VI or Article VII, impossible or materially less likely. No notification given to Buyer pursuant to this Section 5.4 shall change, limit or otherwise affect any of the representations, warranties, covenants or obligations of the Company contained in this Agreement or the Disclosure Schedules for purposes of this Article V, Article VI or Article VIII.

5.5 Proxy Statement.

(a) As promptly as reasonably practicable after the date of this Agreement and no later than fifteen (15) days following the date of this Agreement (unless the parties hereto otherwise agree), the Parties shall prepare, and the Company shall file, the Proxy Statement with the SEC in preliminary form as required by the 1934 Act. The Company shall use reasonable best efforts to take all actions required under any applicable federal, state, securities and other Laws in connection with the issuance of the Common Shares. The Company shall use reasonable best efforts to have the Proxy Statement cleared by the SEC as promptly as practicable after the filing thereof and shall cause the Proxy Statement to be filed with the SEC in definitive form and mailed to the Company's stockholders as promptly as reasonably practicable following the later of (x) the end of the ten-day waiting period under Rule 14a-6(a) under the 1934 Act (or the earlier date on which the SEC confirms it will not review the Proxy Statement) and (y) the date on which the SEC confirms that it has no further comments on the Proxy Statement. The Company shall provide Buyer with any substantive comments that may be received from the SEC or its staff with respect thereto, shall use reasonable best efforts to respond as promptly as practicable to any such comments made by the SEC or its staff with respect to the Proxy Statement, shall give Buyer and its counsel a reasonable opportunity to review and comment on the Proxy Statement (including any amendment or supplement thereto) and any responses to comments made by the SEC or its staff each time before it is filed with the SEC, and shall give reasonable and good-faith consideration to any comments thereon made by Buyer and its counsel. The Company and Buyer shall cooperate with one another (i) in connection with the preparation of the Proxy Statement, (ii) in determining whether any action by or in respect of, or filing with, any Governmental Body is required in connection with the consummation of the transactions contemplated by this Agreement, and (iii) in taking such actions or making any such filings and furnishing information required in connection therewith or with the Proxy Statement.

(b) Each of the Company and Buyer shall, upon request, promptly furnish to the other all information concerning itself, its Subsidiaries, directors, officers and (to the extent reasonably available to the applicable party) shareholders and such other matters as may be reasonably necessary or advisable in connection with any statement, filing, notice or application made by or on behalf of the Company, Buyer or any of their respective Subsidiaries to the SEC or the Principal Market in connection with the Proxy Statement.

(c) If at any time prior to the receipt of the Company Stockholder Approval, any information relating to the Company, Buyer, or any of their respective Affiliates, officers or directors, should be discovered by the Company (with respect to information related to the Company or its Affiliates) or Buyer (with respect to information related to Buyer) that should be set forth in an amendment or supplement to the Proxy Statement, so that the Proxy Statement would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party which discovers such information shall promptly notify the other party hereto and an appropriate amendment or supplement describing such information shall promptly be prepared and filed with the SEC and, to the extent required under Applicable Law, disseminated to the stockholders of the Company.

5.6 Company Stockholder Meeting.

(a)As promptly as reasonably practicable after the effectiveness of the Proxy Statement, the Company shall take all action necessary under applicable Law to call, give notice of and hold a meeting of the holders of Common Stock to consider and vote to approve (i) issuance of the Common Shares, and the change of control of the Company resulting therefrom, (ii) an amendment to the Company Charter to (x) increase the number of authorized shares of Common Stock and (y) make such other changes as are mutually agreeable to Buyer and the Company (the "**Company Charter Amendment**"), (iii) to elect the directors of the Company as contemplated by Section 5.7, (iv) if requested by Buyer, increase the number of authorized Common Stock available under the 2021 Company Equity Plan and (v) any other proposals the Parties deem necessary or desirable to consummate the transactions contemplated hereby (the "**Company Stockholder Matters"** such meeting, the "**Company Stockholder Meeting**"). The Company Stockholder Meeting shall be held as promptly as practicable after the date that the Proxy Statement is declared effective under the Securities Act, and in any event, no later than 30 calendar days after the effective date of the Proxy Statement. The Company shall take reasonable measures to ensure that all proxies solicited in connection with the Company Stockholder Meeting are solicited in compliance with all applicable Law. Notwithstanding anything to the contrary contained herein, if on the date of the Company Stockholder Meeting, or a date preceding the date on which the Company Stockholder Meeting is scheduled, the Company reasonably believes that (i) it will not receive proxies sufficient to obtain the Company Stockholder Approval, whether or not a quorum would be present or (ii) it will not have sufficient shares of Common Stock represented (whether in person or by proxy) to constitute a quorum necessary to conduct the business of the Company Stockholder Meeting, the Company may postpone or adjourn, or make one or more successive postponements or adjournments of, the Company Stockholder Meeting as long as the date of the Company Stockholder Meeting is not postponed or adjourned more than an aggregate of thirty (30) calendar days in connection with any postponements or adjournments.

(b) The Company agrees that (i) the Company Board shall recommend that the holders of Common Stock vote to approve the Company Stockholder Matters and shall use commercially reasonable efforts to solicit such approval within the timeframe set forth in Section 5.6(a) above and (ii) the Proxy Statement shall include a statement to the effect that the Company Board recommends that the Company stockholders vote to approve the Company Stockholder Matters.

5.7 Directors and Officers. Until successors are duly elected or appointed and qualified in accordance with applicable Law, the Parties shall use reasonable best efforts and take all necessary action so that immediately after the Closing Date, (a) the Company Board is comprised of five members, with one member designated by the Company, and four members designated by Buyer, and in each such case with such members being elected to such classes of directors as shall be determined by Buyer in accordance with the Company's Charter and designated prior to the mailing of the Proxy Statement to the holders of Common Stock; and (b) the officers of the Company shall be designated by Buyer prior to Closing.

5.8 Form D and Blue Sky. Unless an exemption from registration under Section 4(a)(2) of the 1933 Act is available, the Company agrees to file a Form D with respect to the Common Shares as required under Regulation D and to provide a copy thereof to Buyer promptly after such filing. The Company shall, on or before the Closing Date, take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for or to qualify the Common Shares for sale to Buyer at the Closing pursuant to this Agreement under applicable securities or "Blue Sky" laws of the states of the United States (or to obtain an exemption from such qualification), and shall provide evidence of any such action so taken to Buyer on or prior to the Closing Date. The Company shall make all filings and reports relating to the offer and sale of the Common Shares required under applicable securities or "Blue Sky" laws of the states of the United States following the Closing Date.

5.9 Listing. The Company shall promptly secure the listing of all of the Registrable Securities (as defined in the Registration Rights Agreement) upon each national securities exchange and automated quotation system, if any, upon which the Common Stock is then listed (subject to official notice of issuance). During the Pre-Closing Period, (i) the Company shall maintain the authorization for quotation of the Common Stock on the Principal Market or any other Eligible Market (as defined in the Registration Rights Agreement), and (ii) neither the Company nor any of its Subsidiaries shall take any action which would be reasonably expected to result in the delisting or suspension of the Common Stock on the Principal Market. If prior to Closing, Buyer determines, in its sole discretion, to change the listing of the Common Stock from the Principal Market to Nasdaq, then the Company shall reasonably cooperate with Buyer and file an initial listing application with Nasdaq and cause such listing application to be conditionally approved prior to the Closing. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 5.9.

5.10 Fees. The Company shall be responsible for the payment of any placement agent's fees, financial advisory fees, or broker's commissions (other than for Persons engaged by any Buyer) relating to or arising out of the transactions contemplated hereby. Except as otherwise set forth in the Transaction Documents, each party to this Agreement shall bear its own expenses in connection with the sale of the Common Shares to Buyer.

5.11 Cooperation. Each Party shall cooperate reasonably with the other Party and shall provide the other Party with such assistance as may be reasonably requested for the purpose of facilitating the performance by each Party of its respective obligations under this Agreement and to enable the combined entity to continue to meet its obligations following the Closing Date.

5.12 Section 16 Matters

. Prior to the Closing Date, the Company and the Board of Directors of the Company (or a duly formed committee thereof satisfying the applicable requirements of the Exchange Act) shall take all such steps as may be required or appropriate to cause any dispositions of Common Shares (including derivative securities with respect to such Common Shares) resulting from the transactions contemplated by this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company to be exempt under Rule 16b-3 promulgated under the Exchange Act.

5.13 Takeover Statutes. During the period from the date hereof until the Closing, the Company shall, to the extent permitted by applicable Law, use its reasonable best efforts (a) to take all actions necessary so that no "business combination," "control share acquisition," "fair price," "moratorium" or other antitakeover or similar statute or regulation becomes applicable to any of the transactions contemplated by this Agreement and (b) if any such antitakeover or similar statute or regulation becomes applicable to the transactions contemplated by this Agreement, to grant such approvals and take all actions necessary so that the transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated herein and otherwise to take all such other actions as are reasonably necessary to eliminate or minimize the effects of any such statute or regulation on the transactions contemplated hereby or thereby.

5.14 Stockholder Litigation. The Company shall conduct and control the settlement and defense of any stockholder litigation against the Company or any of its directors; provided that prior to the Closing no such settlement shall be agreed to without the prior written consent of the Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, prior to the Closing, the Company shall promptly notify Buyer of any litigation against the Company or its directors relating to this Agreement and the transactions contemplated hereby and the Company shall give Buyer the opportunity to consult with the Company in connection with the defense and settlement of any such stockholder litigation. The Company shall keep Buyer reasonably apprised of any material developments in connection with any such stockholder litigation.

5.15 Public Announcements. During the period from the date hereof until the Closing, the Company shall consult with Buyer before issuing, and give Buyer the opportunity to review and comment upon, any press release or other public statements with respect to the issuance of the Common Shares and the other transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, court process or the rules and regulations of the Principal Market, as the case may be. The Parties agree that the initial press release to be issued with respect to the issuance of the Common Shares and the other transactions contemplated by this Agreement shall be a joint press release to be reasonably agreed upon by the Company and Buyer. Notwithstanding the foregoing, (i) to the extent the content of any press release or other public statement is substantially the same as a statement previously issued in accordance with this Section 5.15, no separate approval shall be required in respect of such content to the extent replicated in whole or in part in any subsequent press release or other public statement, and (ii) the Company may make public statements in response to questions by the press, analysts, investors or those attending industry conferences or financial analysts conference calls, so long as any such statements are consistent with the initial press release and other press releases and public statements made jointly by the Parties or made by one party in accordance with this Section 5.15 and do not reveal material non-public information regarding this Agreement or the transactions contemplated hereby.

5.16 Tax Matters. The Parties agree and acknowledge that, for U.S. federal income Tax purposes, and for purposes of any corresponding provision under state or local income Tax law, the transactions contemplated by this Agreement shall be treated in accordance with the Intended Tax Treatment. The Parties and their respective Affiliates shall report, act, and file Tax Returns in all respects and for all purposes consistent with such Intended Tax Treatment. The Parties shall timely and properly prepare, execute, file, and deliver all such documents, forms, and other information as the other Party may reasonably request in preparing such Intended Tax Treatment. None of the Parties or their respective affiliates shall take any position (whether in audits, Tax Returns, or otherwise) that is inconsistent with such allocation unless required to do so following a "determination" within the meaning of Code Section 1313(a) or similar provision of other applicable Law.

5.17 Indemnification, Exculpation and Insurance.

(a) From the Closing through the sixth anniversary of the date on which the Closing occurs, the Company shall indemnify and hold harmless each person who is now, or has been at any time prior to the date hereof, or who becomes prior to the Closing Date, a director or officer of the Company or the Company or either of its Subsidiary, respectively (the "D&O Indemnified Parties"), against all claims, losses, liabilities, damages, judgments, fines and reasonable fees, costs and expenses, including attorneys' fees and disbursements, incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to the fact that the D&O Indemnified Party is or was a director or officer of the Company or either of its Subsidiaries, whether asserted or claimed prior to, at or after the Closing Date, or the enforcement of such D&O Indemnified Parties' rights under this Section 5.18, in each case, to the fullest extent permitted under applicable Law. Each D&O Indemnified Party will be entitled to advancement of expenses incurred in the defense of any such claim, action, suit, proceeding or investigation from the Company, upon receipt by the Company from the D&O Indemnified Party of a request therefor; provided, that any such person to whom expenses are advanced provides an undertaking to the Company, to the extent then required by the applicable Law, to repay such advances if it is ultimately determined that such person is not entitled to indemnification.

(b) The provisions of the Company Charter and Company Bylaws with respect to indemnification, advancement of expenses and exculpation of present and former directors and officers of the Company that are set forth in the Company Charter and Company Bylaws shall not be amended, modified or repealed for a period of six years from the Closing Date in a manner that would adversely affect the rights thereunder of individuals who, at or prior to the Closing Date, were officers or directors of Buyer, unless such modification is required by applicable Law.

(c) From and after the Closing, the Company shall fulfill and honor in all respects the obligations of the Company to its D&O Indemnified Parties as of immediately prior to the Closing pursuant to any indemnification provisions under the Company Charter and Company Bylaws and pursuant to any indemnification agreements between the Company and such D&O Indemnified Parties, with respect to claims arising out of matters occurring at or prior to the Closing Date.

(d) From and after the Closing, the Company shall maintain directors' and officers' liability insurance policies, with an effective date as of the Closing Date, on commercially available terms and conditions and with coverage limits customary for U.S. public companies similarly situated to the Company. In addition, the Company shall purchase using the proceeds from the Cash Amount, effective as of the Closing at the Company's expense from and after the Closing, for a minimum of three (3) years, a "D&O tail policy" for the non-cancelable extension of the directors' and officers' liability coverage of the Company's existing directors' and officers' insurance policies for a claims reporting or discovery period of at least three (3) years from and after the Closing Date with respect to any claim related to any period of time at or prior to the Closing Date with terms, conditions, retentions and limits of liability that are no less favorable than the coverage provided under Buyer's existing policies as of the date of this Agreement, except that the Company will not commit or spend on such "D&O tail policy" annual premiums in excess of 250% of the annual premiums paid by the Company in its last full fiscal year prior to the date hereof for the Company's current policies of directors' and officers' liability insurance and fiduciary liability insurance, and if such premiums for such "D&O tail policy" would exceed 250% of such annual premium, then the Company shall purchase policies that provide the maximum coverage available at an annual premium equal to 250% of such annual premium. Buyer shall in good faith cooperate with the Company prior to the Closing with respect to the procurement of such "D&O tail policy."

(e) From and after the Closing, the Company shall pay all expenses, including reasonable attorneys' fees, that are incurred by the persons referred to in this Section 5.18 in connection with their enforcement of the rights provided to such persons in this Section 5.18.

(f) The provisions of this Section 5.18 are intended to be in addition to the rights otherwise available to the current and former officers and directors of Buyer and the Company by Law, charter, statute, bylaw or agreement, and shall operate for the benefit of, and shall be enforceable by, each of the D&O Indemnified Parties, their heirs and their Representatives.

(g) In the event the Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of the Company shall succeed to the obligations set forth in this Section 5.18.

ARTICLE VI

TRANSFER AGENT INSTRUCTIONS

6.1 The Company shall issue irrevocable instructions to its transfer agent, and any subsequent transfer agent, in the form of Exhibit C attached hereto (the "**Irrevocable Transfer Agent Instructions**") to credit shares to the applicable balance account at DTC, registered in the name of Buyer, for the Common Shares issued at the Closing. The Company warrants that no instruction other than the Irrevocable Transfer Agent Instructions referred to in this Section 6.1 will be given by the Company to its transfer agent with respect to the transactions contemplated hereby, and that the Common Shares shall otherwise be freely transferable on the books and records of the Company as and to the extent provided in this Agreement and the other Transaction Documents.

ARTICLE VII

CONDITIONS TO THE COMPANY'S OBLIGATION TO SELL

7.1 The obligation of the Company hereunder to issue and sell the Common Shares to Buyer at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion by providing Buyer with prior written notice thereof:

(a) The Company Stockholder Approval shall have been obtained.

(b) No Law shall have been enacted, entered, promulgated or endorsed by any Governmental Body that prohibits or materially and adversely affects any of the transactions contemplated by this Agreement.

(c) Buyer shall have executed each of the Transaction Documents to which it is a party and delivered the same to the Company.

(d) Buyer shall have delivered to the Company the Purchase Price, for the Common Shares being purchased by Buyer at the Closing in accordance with Section 2.2 and Section 2.4.

(e) Buyer shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Buyer at or prior the Closing Date.

(f) The representations and warranties of Buyer shall be true and correct in all material respects as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date).

(g) The Company shall have received a certificate, executed on behalf of Buyer, dated as of the Closing Date, to the effect that the conditions set forth in Sections 7.1(e) and 7.1(f) have been satisfied.

ARTICLE VIII

CONDITIONS TO BUYER'S OBLIGATION TO PURCHASE

8.1 The obligation of Buyer hereunder to purchase the Common Shares at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that these conditions are for Buyer's sole benefit and may be waived by such Buyer at any time in its sole discretion by providing the Company with prior written notice thereof:

(a) The Company Stockholder Approval shall have been obtained.

(b) No Law shall have been enacted, entered, promulgated or endorsed by any Governmental Body that prohibits or materially and adversely affects any of the transactions contemplated by this Agreement.

(c) The Company shall have duly executed and delivered to such Buyer each of the Transaction Documents.

(d) The Company shall have filed the Company Charter Amendment with the Secretary of State of Nevada on or prior to the Closing, which shall continue to be in full force and effect as of the Closing.

(e) Buyer shall have received the opinion of Sichenzia Ross Ference Carmel, the Company's outside United States counsel, dated as of the Closing Date in form and substance reasonably acceptable to Buyer.

(f) The Company shall have delivered to Buyer a copy of the Irrevocable Transfer Agent Instructions, which instructions shall have been delivered to and acknowledged in writing by the Company's transfer agent.

(g) The Company shall have terminated those Contracts set forth on Schedule 8.1(g) of the Disclosure Schedules.

(h) The Company shall have delivered to Buyer a certificate evidencing the incorporation and good standing of the Company and each of its Subsidiaries in such entity's jurisdiction of incorporation issued by the Secretary of State (or comparable office) of such jurisdiction, as of a date within five (5) days prior to the Closing Date.

(i) The Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company at or prior the Closing Date.

(j) The representations and warranties of the Company shall be true and correct in all material respects as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date).

(k) Buyer shall have received a certificate, executed on behalf of the Company by either the Chief Executive Officer or Chief Financial Officer of the Company, dated as of the Closing Date, to the effect that the conditions set forth in Sections 8.1(i) and 8.1(j) have been satisfied.

(l) The Company shall have delivered to Buyer evidence, in form and substance reasonably satisfactory to Buyer, that each Lien set forth on Schedule 8.1(l) of the Disclosure Schedules has been terminated as of or prior to the Closing.

(m) The Company shall have delivered to Buyer the payoff letters for the Closing Indebtedness, in form and substance reasonably satisfactory to Buyer.

(n) Each holder of Series C Preferred Stock and Series D Preferred Stock shall have elected to convert each share of the Series C Preferred Stock and Series D Preferred Stock into Common Stock pursuant to their respective certificates of designation.

(o) The holder of the Series H Preferred Stock shall have elected that the Company redeem the Series H Preferred Stock effective upon the Closing.

(p) The Common Stock (a) shall be designated for quotation or listed on the Principal Market and (b) shall not have been suspended, as of the Closing Date, by the SEC or the Principal Market from trading on the Principal Market nor shall suspension by the SEC or the Principal Market have been threatened, as of the Closing Date, either (x) in writing by the SEC or the Principal Market or (y) by falling below the minimum listing maintenance requirements of the Principal Market.

(q) The Company shall have obtained all governmental, regulatory or third-party consents and approvals, if any, necessary for the sale of the Common Shares.

(r) Since the date of the Agreement, no Material Adverse Effect shall have occurred with respect to the Company and be continuing.

(s) The Company shall have delivered to Buyer such other documents relating to the transactions contemplated by this Agreement as Buyer or its counsel may reasonably request.

(t) The Company shall have amended and restated the employment agreements set forth on Schedule 8.1(t) of the Disclosure Schedules on terms acceptable to Buyer.

(u) The Consent and Waiver of Rights under the Securities Purchase Agreement, dated May 30, 2025, by and between the Company and Lind Global Fund II LP shall remain in full force and effect.

(v) The terms of the Lease set forth on Schedule 4.25 of the Disclosure Schedule shall be revised per the terms set forth on Schedule 8.1(v) of the Disclosure Schedule.

ARTICLE IX

TERMINATION

9.1 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned, at any time prior to the Closing, whether before or after the Company Stockholder Approval has been obtained, as follows:

(a) by mutual written agreement of the Company and Buyer;

(b) by either the Company or Buyer, if:

(i) the Closing shall have not occurred on or before October 3, 2025 (the "**End Date**"); provided, that no Party shall be permitted to terminate this Agreement pursuant to this Section 9.1(b)(i) if such Party's breach of any of its representations, warranties, covenants or agreements set forth in this Agreement in any manner shall have principally caused or resulted in the failure of the Closing to occur on or before the End Date;

(ii) a court of competent jurisdiction or other Governmental Body shall have issued a final and nonappealable order, or shall have taken any other action, having the effect of permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; or

(iii) at the Company Stockholder Meeting (including any adjournment or postponement thereof), which shall have been duly convened and at which a vote on the adoption of the Company Stockholder Matters has been taken, the Company Stockholder Approval shall not have been obtained provided, however, that the right to terminate this Agreement under this Section 9.01(b)(iii) shall not be available to the Company where the failure to obtain the Company Stockholder Approval shall have been caused by the action or failure to act of the Company and such action or failure to act constitutes a material breach by the Company of this Agreement;

(c) by the Company, upon a breach of any representation, warranty, covenant or agreement set forth in this Agreement by Buyer or if any representation or warranty of Buyer shall have become inaccurate, in either case, such that the conditions set forth in Section 7.1(e) or Section 7.1(f)would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become inaccurate; provided, that the Company is not then in material breach of any representation, warranty, covenant or agreement under this Agreement; provided further, that if such inaccuracy in Buyer's representations and warranties or breach by Buyer is curable by Buyer, then this Agreement shall not terminate pursuant to this Section 9.1(c) as a result of such particular breach or inaccuracy until the earlier of (i) the expiration of a thirty-(30) day period commencing upon delivery of written notice from the Company to Buyer of such breach or inaccuracy and its intention to terminate pursuant to this Section 9.1(c)and (ii) Buyer ceasing to exercise commercially reasonable efforts to cure such breach following delivery of written notice from the Company to Buyer of such breach or inaccuracy and its intention to terminate pursuant to this Section 9.1(c) (it being understood that this Agreement shall not terminate pursuant to this Section 9.1(c)as a result of such particular breach or inaccuracy if such breach by Buyer or Merger Sub is cured prior to such termination becoming effective);

(d) by Buyer, upon a breach of any representation, warranty, covenant or agreement set forth in this Agreement by the Company or if any representation or warranty of the Company shall have become inaccurate, in either case, such that the conditions set forth in Section 8.1(i), Section 8.1(j),Section 8.1(r) would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become inaccurate; provided that Buyer is not then in material breach of any representation, warranty, covenant or agreement under this Agreement; provided, further, that if such inaccuracy in the Company's representations and warranties or breach by the Company is curable by the Company then this Agreement shall not terminate pursuant to this Section 9.1(d) as a result of such particular breach or inaccuracy until the earlier of (i) the expiration of a thirty-(30) day period commencing upon delivery of written notice from Buyer to the Company of such breach or inaccuracy and its intention to terminate pursuant to this Section 9.1(d) and (ii) the Company ceasing to exercise commercially reasonable efforts to cure such breach following delivery of written notice from Buyer to the Company of such breach or inaccuracy and its intention to terminate pursuant to this Section 9.1(d) (it being understood that this Agreement shall not terminate pursuant to this Section 9.1(d) as a result of such particular breach or inaccuracy if such breach by the Company is cured prior to such termination becoming effective); or

(e) by Buyer if the Common Stock has been suspended by the SEC or the Principal Market from trading on the Principal Market.

9.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 9.1, this Agreement shall be of no further force or effect; provided, however, that (a) this Section 9.2, and ARTICLE IX (and the related definitions of the defined terms in such Article) shall survive the termination of this Agreement and shall remain in full force and effect and (b) the termination of this Agreement shall not relieve any party of any liability for fraud or for any willful and material breach of any representation, warranty, covenant, obligation or other provision contained in this Agreement.

ARTICLE X

MISCELLANEOUS

10.1 Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of Law or conflict of Law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the Laws of any jurisdictions other than the State of New York. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the city of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any Legal Proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such Legal Proceeding is brought in an inconvenient forum or that the venue of such Legal Proceeding is improper. Each Party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

10.2 Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

10.3 Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

10.4 Severability. If any provision of this Agreement is prohibited by Law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The Parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

10.5 Entire Agreement. This Agreement (including the Exhibits hereto), the Disclosure Schedules and the other Transaction Documents supersede all other prior oral or written agreements between Buyer, the Company, their Affiliates and Persons acting on their behalf with respect to the matters discussed herein, and this Agreement, the other Transaction Documents and the instruments referenced herein and therein contain the entire understanding of the Parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor Buyer makes any representation, warranty, covenant or undertaking with respect to such matters.

10.6 Amendment or Supplement. This Agreement may be amended, modified or supplemented by the parties by action taken or authorized by their respective Boards of Directors (if applicable) at any time, whether before or after Company Stockholder Approval has been obtained; provided, however, that after the Company Stockholder Approval has been obtained, no amendment shall be made that pursuant to applicable Law requires further approval or adoption by the stockholders of the Company, as applicable, without such further approval or adoption. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties in interest at the time of the amendment.

10.7 Waiver. The Parties may, by action taken or authorized by their respective Boards of Directors (if applicable), to the extent permitted by applicable Law, waive compliance with any of the agreements or conditions of the other parties contained herein; provided, however, that after the Company Stockholder Approval has been obtained, no waiver may be made that pursuant to applicable Law requires further approval or adoption by the stockholders of the Company, without such further approval or adoption. Any agreement on the part of a Party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such Party. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder.

10.8 Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon delivery, when sent by electronic mail (provided that the sending party does not receive an automated rejection notice); or (iii) one Business Day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to the Company:

Know Labs Inc.
619 Western Ave, Suite 610
Seattle, Washington 98104
Telephone: (206) 903-1351
Attention: Ronald P. Erickson, Chief Executive Officer
E-mail: Ron@knowlabs.com

With a copy (for informational purposes only) to:

Sichenzia Ross Ference Carmel
1185 Avenue of the Americas, 31st Floor
New York, NY, 10036
Telephone: (212) 930-9700
Attention: Gregory Sichenzia; Darrin Ocasio
Email: gsichenzia@srfc.law; dmocasio@srfc.law

If to Buyer:

Goldeneye 1995 LLC
[__]
[__]
Phone: [__]
Attention: Greg Kidd
Email: [__]

With a copy (for informational purposes only) to:

Lowenstein Sandler LLP
1251 6th Ave 17th Floor
New York, New York 10020
Telephone: (212) 204-8697
Attention: Daniel Forman; Annie Nazarian Davydov
Email: dforman@lowenstein.com; anazarian@lowenstein.com

(a) Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of Law or otherwise, by either Party without the prior written consent of the other Party, and any such assignment or delegation without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

10.9 No Third Party Beneficiaries. This Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

10.10 Specific Performance. The Parties agree that irreparable damage would occur in the event that the Parties hereto do not perform the provisions of this Agreement in accordance with its terms or otherwise breach such provisions. Accordingly, the Parties acknowledge and agree that each Party shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the state or federal courts in the city of New York, Borough of Manhattan; provided, for the avoidance of doubt, under no circumstance shall the Company or Buyer be permitted or entitled to receive both a grant of specific performance that results in the consummation of the transactions contemplated by this Agreement and monetary damages, including, without limitation, any monetary damages in lieu of specific performance. Each of the Parties hereby further waives (a) any defense in any action for specific performance that a remedy at Law would be adequate and (b) any requirement under any Law to post security as a prerequisite to obtaining equitable relief.

10.11 Survival. The representations and warranties contained herein and in any certificate or other writing delivered pursuant hereto shall not survive the Closing Date.

10.12 Further Assurances. Each Party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

10.13 No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

10.14 Remedies. Buyer and each holder of the Common Shares shall have all rights and remedies set forth in the Transaction Documents and all rights and remedies which such holders have been granted at any time under any other agreement or contract and all of the rights which such holders have under any law. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. Furthermore, the Company recognizes that in the event that it fails to perform, observe, or discharge any or all of its obligations under the Transaction Documents, any remedy at law may prove to be inadequate relief to Buyer. The Company therefore agrees that Buyer shall be entitled to seek temporary and permanent injunctive relief in any such case without the necessity of proving actual damages and without posting a bond or other security.

[Signature Page Follows]

IN WITNESS WHEREOF, Buyer and the Company have caused their respective signature page to this Securities Purchase Agreement to be duly executed as of the date first written above.

COMPANY:

KNOW LABS INC.

By: /s/ Ronald P. Erickson
Name: Ronald P. Erickson
Title: Chief Executive Officer

[Signature Page to Securities Purchase Agreement]

IN WITNESS WHEREOF, Buyer and the Company have caused their respective signature page to this Securities Purchase Agreement to be duly executed as of the date first written above.

BUYER:

GOLDENEYE 1995 LLC

By: /s/ Robert Gregory Kidd
Name: Robert Gregory Kidd
Title: Manager

[Signature Page to Securities Purchase Agreement]

Exhibit A

Exhibit B

Exhibit C

FORM OF TRANSFER AGENT INSTRUCTIONS

KNOW LABS, INC.

[__], 2025

Equiniti Trust Company, LLC
55 Challenger Road
Ridgefield Park, NJ 07660
Attention: Mr. Darren Larson

Ladies and Gentlemen:

Reference is made to that certain (i) Securities Purchase Agreement, dated as of June 5, 2025 by and between Know Labs, Inc., a Nevada corporation (the "**Company**") and Goldeneye 1995 LLC, a Nevada limited liability company (the "**Buyer**") and (ii) Engagement Letter, dated as of December 31, 2024 by and between an affiliate of Buyer and J.V.B. Financial Group, LLC, a Delaware limited liability company, as assigned to the Company on [__], 2025 (the "**Banker**" and together with the Buyer, the "**Holders**"), pursuant to which the Company is issuing shares ("**Common Shares**") of voting common stock, par value $0.001 per share of the Company ("**Common Stock**") to the Holders, as set forth on Schedule A attached hereto.

This letter shall serve as our irrevocable authorization and direction to you to credit shares to the applicable balance account at DTC, registered in the name of the Holders, upon transfer or resale of the Common Shares.

You acknowledge and agree that so long as you have previously received (a) written confirmation from the Company's legal counsel that either (i) a registration statement covering resales of the Common Shares has been declared or deemed effective by the Securities and Exchange Commission (the "**SEC**") under the Securities Act of 1933, as amended (the "**1933 Act**"), or (ii) sales of the Common Shares may be made in conformity with Rule 144 under the 1933 Act ("Rule 144") and (b) if applicable, a copy of such registration statement, then within two (2) Trading Days (as defined below) of your receipt of a transfer notice you shall issue the Common Shares, in book entry form, registered in the names of such transferees, and such Common Shares shall not bear any legend restricting transfer of the Common Shares thereby and should not be subject to any stop-transfer restriction; provided, however, that if such Common Shares are not registered for resale under the 1933 Act or able to be sold under Rule 144, then the Common Shares shall bear the following legend:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD (X) PURSUANT TO RULE 144 UNDER SAID ACT OR (Y) TO AN ACCREDITED INVESTOR IN A PRIVATE TRANSACTION."

Once effective, the Company's outside legal counsel will send you a written confirmation that a registration statement covering the resales of the Common Shares has been declared or deemed effective by the SEC under the 1933 Act.

As used herein, "**Trading Days**" means any day on which the Common Stock is traded on the New York Stock Exchange American LLC, or, if the New York Stock Exchange American LLC is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded; provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00 p.m., New York time).

Please execute this letter in the space indicated to acknowledge your agreement to act in accordance with these instructions. Should you have any questions concerning this matter, please [●] at [●].

Very truly yours,

KNOW LABS INC.

By: _____
Name:
Title:

THE FOREGOING INSTRUCTIONS ARE

ACKNOWLEDGED AND AGREED TO

this __ day of _____, 2025

EQUINITI TRUST COMPANY, LLC

By: _____
Name:
Title:

[Signature Page to Transfer Agent Instructions]

SCHEDULE A

Name of Holder	Address of Holder	TIN of Holder	Number of Common Shares to be issued to Holder
Goldeneye 1995 LLC	[●]	[●]	[●]
J.V.B. Financial Group, LLC	[●]	[●]	[●]

EXHIBIT 10.2

FORM OF VOTING AND SUPPORT AGREEMENT

This VOTING AND SUPPORT AGREEMENT (this "**Agreement**"), dated as of [●], 2025, is by and among Goldeneye 1995 LLC, a Nevada limited liability company ("**Buyer**"), Know Labs Inc., a Nevada corporation (the "**Company**"), and the undersigned stockholder of the Company (each, a "**Stockholder**" and, collectively, the "**Stockholders**"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

W I T N E S S E T H :

WHEREAS, the Company and Buyer are entering into a Securities Purchase Agreement following the execution of this Agreement or contemporaneously herewith (as it may be amended from time to time, the "**Purchase Agreement**"), which provides for, among other things, the sale of the Company's voting common stock, par value $0.001 per share (the "**Common Stock**") to Buyer, upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, as of the date hereof, each Stockholder is the record or beneficial owner of, has the right to dispose of, and has the right to vote the number of shares of (i) Common Stock, (ii) preferred stock, par value $0.001 per share (the "**Preferred Stock**"), (iii) options to purchase shares of Common Stock (the "**Options**") and/or (iv) restricted stock units (the "**RSUs**") set forth opposite such Stockholder's name on Schedule A hereto (together with any shares of Common Stock, Preferred Stock, Options or RSUs subsequently acquired, the "**Subject Shares**");

WHEREAS, receiving the Company Stockholder Approval is a condition to the consummation of the transactions contemplated by the Purchase Agreement; and

WHEREAS, as an inducement to and condition of the Company's and Buyer's willingness to enter into the Purchase Agreement, each Stockholder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1
VOTING AGREEMENT

Section 1.01 *Voting Agreement.* At every annual or special meeting of the stockholders of the Company, however called, including any adjournment or postponement thereof, each Stockholder hereby irrevocably and unconditionally agrees to, in each case to the fullest extent that such Stockholder's Subject Shares are entitled to vote or consent thereon, during the term of this Agreement: (i) appear at each such meeting or otherwise cause all of such Stockholder's Subject Shares to be counted as present thereat for purposes of determining a quorum; and (ii) be present (in person or by proxy) and vote (or cause to be voted), all of such Stockholder's Subject Shares (A) in favor of (1) the issuance of the Common Shares to Buyer, and the change of control of the Company resulting therefrom, (2) an amendment to the Company Charter to (x) increase the number of authorizes shares of Common Stock, (y) effect a Reverse Split, if necessary and (z) make such other changes as mutually agreeable to Buyer and the Company, (3) elect the directors of the Company as contemplated by the Purchase Agreement, (4) increase the number of authorized Common Stock available under the 2021 Company Equity Plan and (5) any action reasonably requested by Buyer or the Company in furtherance of the foregoing, including, without limiting any of the foregoing obligations, in favor of any proposal to adjourn or postpone any meeting of the stockholders of the Company at which any of the foregoing matters are submitted for consideration and vote of the stockholders of the Company to a later date if there is not a quorum or sufficient votes for approval of such matters on the date on which the meeting is held to vote upon any of the foregoing matters; (B) against any proposal, action or contract that would reasonably be expected to result in a breach of any covenant, representation or warranty or any other obligation of such Stockholder contained in this Agreement or the Company contained in the Purchase Agreement or that would reasonably be expected to result in any condition set forth in the Purchase Agreement not being satisfied or not being fulfilled prior to the End Date; (C) against any proposal, action or contract that would impede, interfere with, delay or postpone the transactions contemplated by the Purchase Agreement or this Agreement; (D) against any proposal, action or contract that would change the present capitalization of the Company in a manner not permitted by the Purchase Agreement; and (E) against any Acquisition Proposal. Prior to the valid termination pursuant to Section 5.02 hereof, any attempt by a Stockholder to vote (or otherwise to utilize the voting power of its Subject Shares in contravention of this Section 1.01 shall be null and void ab initio.

Section 1.02 *Irrevocable Proxy.*

(a) Each Stockholder hereby (A) irrevocably grants to, and appoints, the Company and any person designated in writing by the Company, and each of them individually, such Stockholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of Stockholder, to vote all of the Subject Shares or grant a consent or approval in respect of the Subject Shares, in accordance with the terms of Section 1.01 hereof, solely with respect to matters set forth in Section 1.01(A) – (E) hereof, and (B) revokes any and all proxies heretofore given in respect of the Subject Shares. For the avoidance of doubt, nothing herein shall restrict a Stockholder from voting or granting consents or approvals in respect of the Subject Shares for any matters other than those set forth in Sections 1.01(A) – (E) hereof.

(b) The attorneys-in-fact and proxies named above are hereby authorized and empowered by each Stockholder at any time after the date hereof and prior to the termination of this Agreement to act as Stockholder's attorney-in-fact and proxy to vote the Subject Shares, and to exercise all voting, consent and similar rights of Stockholder with respect to the Subject Shares (including the power to execute and deliver written consents), solely with respect to matters set forth in Sections 1.01(A) – (E) hereof at every Company Stockholder Meeting and in every written consent in lieu of such a meeting in accordance with the terms of Section 1.01 hereof.

(c) Each Stockholder hereby represents to Buyer that any proxies heretofore given in respect of the Subject Shares are not irrevocable and that any such proxies are hereby revoked, and Stockholder agrees to promptly notify the Company of such revocation. Stockholder hereby affirms that the irrevocable proxy granted herein is given in connection with the execution of the Purchase Agreement and that such irrevocable proxy is given to secure the performance of the duties of Stockholder under this Agreement. Stockholder hereby further affirms that the irrevocable proxy granted herein is coupled with an interest and may under no circumstances be revoked. Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. If for any reason the proxy granted herein is not irrevocable, Stockholder agrees to vote the Subject Shares in accordance with Section 1.01 hereof, solely with respect to matters set forth in Section 1.01(A) – (E) hereof.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF STOCKHOLDERS

Each Stockholder, severally and not jointly and only with respect to itself, represents and warrants to the Company as of the date hereof that:

Section 2.01 *Organization*; *Authorization*; *Binding Agreement.* If such Stockholder is an entity, such Stockholder is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and the consummation by such Stockholder of the transactions contemplated hereby are within such Stockholder's corporate or organizational powers and have been duly authorized by all necessary corporate or organizational actions on the part of such Stockholder. If such Stockholder is a trust, such Stockholder has been duly formed or established under the laws of its jurisdiction of formation or establishment, as applicable, and the consummation by such Stockholder of the transactions contemplated hereby are within such Stockholder's trust powers and have been duly authorized by all necessary trust actions on the part of such Stockholder. Such Stockholder has full power and authority to execute, deliver and perform this Agreement. This Agreement has been duly authorized (if such Stockholder is an entity), executed and delivered by such Stockholder and, assuming the due execution and delivery by Buyer, this Agreement constitutes a legal, valid and binding obligation of such Stockholder enforceable against such Stockholder in accordance with its terms, subject to the Enforceability Exceptions. If such Stockholder is an individual, such Stockholder had the legal capacity to enter into this Agreement. If such Stockholder is married and such Stockholder's Subject Shares constitute community property under applicable Law, this Agreement has been duly executed and delivered by, and constitutes the valid and binding agreement of, such Stockholder's spouse. If this Agreement is being executed in a representative or fiduciary capacity, the Person signing this Agreement has full power and authority to enter into and perform this Agreement on behalf of the applicable Stockholder.

Section 2.02 *Non-Contravention.* The execution, delivery and performance by such Stockholder of this Agreement do not, (i) if such Stockholder is an entity, contravene, conflict with or result in any violation or breach of any provision of the certificate of incorporation, bylaws (or the comparable organizational documents), trust agreement or operating agreement of such Stockholder, (ii) contravene, conflict with or result in a violation or breach of any provision of any Applicable Law, (iii) require any payment or notice to, or consent or other action by any Person under, constitute a breach or default or an event that, with or without notice or lapse of time or both, would constitute a violation or breach of, or give rise to any right of termination, modification, suspension, cancellation, acceleration or other change of any right or obligation of such Stockholder under, or to a loss of any benefit to which such Stockholder is entitled under, any provision of any material contract binding on such Stockholder or any contract or Permit affecting, or relating in any way to, the assets or business of such Stockholder or (iv) result in the creation or imposition of any Lien on any Subject Shares, with only such exceptions, in the case of each of clauses (ii) and (iii), for such matters as have not and would not reasonably be expected to, individually or in the aggregate, prevent, materially delay or impair or otherwise adversely impact in any material respect such Stockholder's ability to perform its obligations hereunder. No trust of which such Stockholder is a trustee requires the consent of any beneficiary to the execution and delivery of this Agreement or to the consummation of the transactions contemplated hereby.

Section 2.03 *Ownership of Subject Shares.*

(a) Except for Subject Shares permitted to be Transferred (as defined below) after the date hereof in accordance with Section 4.01: (i) each Stockholder is the sole record and Beneficial Owner of such Stockholder's Subject Shares and has good, valid and marketable title to such Subject Shares, free and clear of any Liens, options, rights, understandings or arrangements or any other encumbrances, limitations or restrictions whatsoever (including any restriction on the right to vote or dispose of such Subject Shares), except (x) as set forth herein, (y) pursuant to any applicable restrictions on transfer under the 1933 Act or applicable state securities laws or (z) as may be reflected in the Company Charter, as amended or amended and restated; (ii) each Stockholder has, and will have at all times during the term of this Agreement the sole right to vote and direct the vote of, and to dispose of and direct the disposition of, such Stockholder's Subject Shares (other than if such Stockholder is permitted to Transfer the Subject Shares in accordance with Section 4.01), and there are no contracts of any kind, contingent or otherwise, obligating such Stockholder to Transfer (as defined below), or cause to be Transferred, any of the Subject Shares, and no Person has any contractual or other right or obligation to purchase or otherwise acquire any of such Stockholder's Subject Shares; and (iii) except for this Agreement, none of such Stockholder's Subject Shares are subject to any voting agreement, voting trust or other agreement or arrangement, including any proxy, consent or power of attorney.

(b) Except for any Subject Shares acquired after the date hereof, the Subject Shares listed on Schedule A are the only shares of Common Stock Beneficially Owned or owned of record by such Stockholder and the Stockholder's Affiliates.

(c) For purposes of this Agreement, the term "Beneficial Owner" shall be interpreted in accordance with the term "beneficial owner" as defined in Rule 13d-3 adopted by the SEC under the 1934 Act; *provided* that, without limiting the generality of the foregoing, for purposes of determining Beneficial Ownership, a Person shall not be deemed to be the Beneficial Owner of any shares of Company Common Stock which such Person has the right to acquire pursuant to any contract or upon the exercise of conversion rights, exchange rights, warrants, options or otherwise, or upon the satisfaction of any conditions, the occurrence of any event or any combination of the foregoing, unless and until such Person has actually acquired such shares of Company Common Stock upon such exercise, satisfaction, occurrence or combination thereof. The terms "Beneficial Ownership," "Beneficially Own" and "Beneficially Owned" shall have correlative meanings. For purposes of this Agreement, the term "Affiliate" (i) when used with respect to a Person that is an entity (other than a trust), shall have the meaning set forth in the Purchase Agreement, (ii) when used with respect to a Person that is a natural person, shall include such Person's (A) family members, (B) a trust, the beneficiaries of which include the Stockholder or their family members and (C) any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person or members of such Person's family members [and (iii) when used with respect to a Person that is a trust, shall include such Person's (A) grantor, (B) trustee, (C) beneficiaries and (D) any family members of the grantor, if the grantor is a natural person].

Section 2.04 *Reliance.* Each Stockholder acknowledges that such Stockholder is a sophisticated investor with respect to the Subject Shares and has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the transactions contemplated by this Agreement and the Purchase Agreement and has, independently and without reliance upon the Company or any other Person, and based on such information as such Stockholder has deemed appropriate, made its own analysis and decision to enter into this Agreement. Each Stockholder acknowledges that neither the Company nor any Affiliate of the Company, and neither Buyer nor any Affiliate of Buyer, has made or is making any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Agreement and the Purchase Agreement (or any other agreement entered into in connection therewith). Each Stockholder acknowledges that it has had the opportunity to seek independent legal advice from legal counsel of such Stockholder's own choosing prior to executing this Agreement. Each Stockholder understands and acknowledges that Buyer is entering into the Purchase Agreement in reliance upon such Stockholder's execution, delivery and performance of this Agreement and upon the representations, warranties, covenants and other agreements of such Stockholder contained in this Agreement.

Section 2.05 *Absence of Litigation.* There is no Legal Proceeding pending or, to the knowledge of such Stockholder, threatened against or affecting (i) such Stockholder or any of its properties or assets (including such Stockholder's Subject Shares) or (ii) any of its controlled Affiliates or any of their respective properties or assets, in each case before (or, in the case of threatened Legal Proceedings, that would be before) or by any Governmental Authority that would reasonably be expected to prevent or delay or impair the consummation by such Stockholder of the transactions contemplated by this Agreement or otherwise adversely impact such Stockholder's ability to perform its obligations hereunder or on a timely basis; provided that such Stockholder makes no representations or warranties regarding any Legal Proceeding involving the Company or its Subsidiaries or relating to the Purchase Agreement.

Section 2.06 *Other Agreements.* Except for this Agreement, each Stockholder has not granted any proxies or powers of attorney, or any other authorization or consent with respect to any of the Subject Shares in connection with the matters set forth in Section 1.01 or Section 1.02.

Section 2.07 *Brokers.* There is no investment banker, broker, finder or other intermediary who might be entitled to any fee or commission from the Company or any of its Subsidiaries in respect of this Agreement or the Purchase Agreement based upon any arrangement or agreement made by or on behalf of such Stockholder or any of its Affiliates (other than the Company or any of its Subsidiaries).

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Stockholder that:

Section 3.01 *Organization*; *Authorization*; *Binding Agreement.* Buyer has full power and authority to execute and deliver this Agreement, to perform Buyer's obligations hereunder and to consummate the transactions contemplated hereby. Buyer is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, except as would not reasonably be expected to have a material adverse effect on Buyer's ability to perform its obligations under this Agreement and the consummation by Buyer of the transactions contemplated hereby is within its corporate or organizational powers and has been duly authorized by all necessary corporate or organizational actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and, assuming this Agreement constitutes a valid and binding obligation of each Stockholder and the Company, constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms(except insofar as such enforceability may be limited by the Enforceability Exceptions).

Section 3.02 *Non-Contravention*. The execution, delivery and performance by Buyer of this Agreement does not (i) contravene, conflict with or result in any violation or breach of any provision of the certificate of incorporation or bylaws (or the comparable organizational documents) of Buyer, (ii) contravene, conflict with or result in a violation or breach of any provision of any applicable Law or (iii) require any payment or notice to, or consent or other action by any Person under, constitute a breach or default or an event that, with or without notice or lapse of time or both, would constitute a violation or breach of, or give rise to any right of termination, modification, suspension, cancellation, acceleration or other change of any right or obligation of Buyer under, or to a loss of any benefit to which Buyer is entitled under, any provision of any material contract binding on Buyer or any contract or Permit affecting, or relating in any way to, the assets or business of Buyer, with only such exceptions, in the case of each of clauses (ii) and (iii), as would not reasonably be expected to have a material adverse effect on Buyer's ability to perform its obligations under this Agreement.

ARTICLE 4
ADDITIONAL COVENANTS OF STOCKHOLDERS

Each Stockholder hereby covenants and agrees that:

Section 4.01 *No Transfer; No Inconsistent Arrangements.* Except pursuant to the express terms of this Agreement, each Stockholder shall not, without the prior written consent of Buyer, directly or indirectly, (i) grant any rights of first offer or refusal or enter into any voting trust with respect to any of such Stockholder's Subject Shares, (ii) sell (including short sell), assign, transfer, tender, pledge, encumber, grant a participation interest in, hypothecate or otherwise dispose of (including by gift, and whether by merger, by tendering into any tender or exchange offer, by testamentary disposition, by operation of law or otherwise, and including pursuant to a derivative transaction or through the Transfer by any other Person of any equity interests in any direct or indirect holding company holding Subject Shares or through the issuance and redemption by any such holding company of its securities (except, however, to a Permitted Transferee of a Stockholder who contemporaneously agrees in writing, in a joinder to this Agreement reasonably acceptable to Buyer, to be bound by this Agreement to the same extent as such transferring Stockholder) or consent to any of the foregoing (each of the actions described in clauses (i) and (ii), a "**Transfer**" (which defined term includes derivations of such defined term)), or cause to be Transferred, any of such Stockholder's Subject Shares, (iii) otherwise permit any Liens to be created on any of such Stockholder's Subject Shares, (iv) enter into any contract with respect to the direct or indirect Transfer of any of such Stockholder's Subject Shares or (v) deposit any of the Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of the Subject Shares or grant any proxy or power of attorney, or any other authorization or consent, with respect thereto that, in the case of any of the activities in this clause (v) is inconsistent with this Agreement. Each Stockholder hereby agrees that this Agreement and the obligations hereunder shall attach to such Stockholder's Subject Shares and shall be binding upon any Person to which legal or Beneficial Ownership shall pass, whether by operation of law or otherwise, including its successors or permitted assigns, and if any involuntary Transfer of any of such Stockholder's Subject Shares shall occur (including a sale by such Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Stockholder's Subject Shares subject to all of the restrictions, liabilities and rights under this Agreement as such Stockholder for all purposes hereunder. Each Stockholder hereby agrees not to request that the Company register the Transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any or all of the Subject Shares and each Stockholder authorizes the Company to impose stop orders to prevent the Transfer of any of such Stockholder's Subject Shares in violation of this Agreement. Notwithstanding the foregoing, if the Company's annual meeting or any special meeting of the Stockholders occurs prior to the Effective Time, nothing herein will prohibit such Stockholder from providing a customary proxy in favor of the Company or its officers, in connection with such annual meeting or special meeting or voting its Subject Shares at such annual or special meeting, in each case, only to the extent relating to matters that are not addressed in Article 1. For purposes of this Agreement: (x) "**Permitted Transferee**" means, with respect to any Stockholder, (i) if such Stockholder is a natural person, any person by will or the laws of intestacy, (ii) if such Stockholder is a natural person, a family member of such a Stockholder, (iii) any trust, the beneficiaries of which only include such Stockholder and his or her family members, (iv) an entity qualified as a 501(c)(3) charitable organization, in connection with a bona fide gift or gifts thereto and (v) if such Stockholder is a natural person, to any person by operation of law pursuant to a qualified domestic order, divorce settlement, divorce decree or similar separation agreement; and (y) a "**family member**" of any natural person means (i) such individual's spouse (former or current), (ii) such individual's parents and grandparents (in each case, natural or adoptive, of the whole or half-blood), (iii) such individual's children and grandchildren (in each case, natural or adoptive, of the whole or half-blood), (iv) such individual's sons-in-law and daughters-in-law (in each case, former or current), (v) any other ascendants and descendants (natural or adoptive, of the whole or half-blood) of such individual's parents or of the parents of such individual's spouse (former or current) and (vi) any lineal descendants (natural or adoptive, of the whole or half-blood) of such individual's spouse.

Section 4.02 *Proceedings.* Each Stockholder hereby agrees not to commence or participate in any Legal Proceeding or claim, whether derivative or otherwise, against Buyer, the Company or any of their respective Affiliates, or their respective boards of directors or members thereof or officers (A) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (B) alleging a breach of any fiduciary duty of the Board of Directors in connection with approving or recommending to the stockholders the Purchase Agreement or the transactions contemplated thereby, and each Stockholder hereby agrees to take all actions necessary to opt out of any class in any class action making any such claim.

Section 4.03 *Documentation and Information.* Except as required by applicable Law (in which case, other than the filing of any required amendments to the Stockholder's Schedule 13G or Schedule 13D, each Stockholder, solely in its capacity as a stockholder of the Company, will provide the Company and Buyer with advance notice of such public announcement), each Stockholder, solely in its capacity as a stockholder of the Company, shall not make any public announcement regarding this Agreement, the Purchase Agreement or the transactions contemplated hereby and thereby without the prior written consent of the Company and Buyer. Each Stockholder consents to and authorizes the publication and disclosure by Buyer and the Company of such Stockholder's identity and holding of the Stockholder's Subject Shares, the nature of such Stockholder's commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information regarding such Stockholder, in each case, that the Company reasonably determines is required to be disclosed by applicable Law in the Proxy Statement and any other schedules and documents filed with the SEC, or any other disclosure document in connection with the transactions contemplated by the Purchase Agreement, and the inclusion of any such information in any press release. Each Stockholder agrees to promptly notify Buyer and the Company of any required corrections with respect to any information supplied by or on behalf of such Stockholder specifically for use in any such disclosure document, if and to the extent that any such information shall contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading.

Section 4.04 *Adjustments.* In the event of any stock split, stock dividend or distribution, reorganization, recapitalization, readjustment, reclassification, combination, exchange of shares or the like of the capital stock of the Company on, of or affecting any Subject Shares, then the terms of this Agreement shall apply to the Common Stock received in respect of such Subject Shares by such Stockholder immediately following the effectiveness of the events described in this Section 4.04, as though they were Subject Shares hereunder.

Section 4.05 *Non-Solicitation.* Subject to Section 5.03, Stockholder agrees that, until the termination of this Agreement pursuant to, and in accordance with Section 5.02, Stockholder shall not, and shall not authorize or knowingly permit any of its Representatives to, in each case directly or indirectly, (i) take any action that, if taken by the Company or any director or officer of the Company, would constitute a breach of the provisions of Section 5.2 of the Purchase Agreement or (ii) make any public disclosure or public communication regarding the transactions contemplated by the Purchase Agreement, any Acquisition Proposal or any inquiry or proposal related to an Acquisition Proposal (except, in the case of this clause (ii), (A) with Buyer's prior approval, or (B) as required by applicable Law); provided, that the foregoing restrictions set forth in clauses (i) and (ii) above shall not prohibit such Stockholder from responding to an inquiry or proposal solely to (x) notify the applicable Person of the existence of the provisions of this Section 4.05 and (y) refer the applicable Person to the Company with respect to such inquiry or proposal.

ARTICLE 5
MISCELLANEOUS

Section 5.01 *Notices.* Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon delivery, when sent by electronic mail (provided that the sending party does not receive an automated rejection notice); or (iii) one Business Day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to the Company:

Know Labs Inc.
619 Western Ave, Suite 610
Seattle, Washington 98104
Telephone: (206) 903-1351
Attention: Ronald P. Erickson, Chief Executive Officer
E-mail: Ron@knowlabs.com
With a copy (for informational purposes only) to:

Sichenzia Ross Ference Carmel
1185 Avenue of the Americas, 31st Floor
New York, NY, 10036
Telephone: (212) 930-9700
Attention: Gregory Sichenzia; Darrin Ocasio
Email: gsichenzia@srfc.law; dmocasio@srfc.law

If to a Buyer:

Goldeneye 1995 LLC
[__]
[__]
Phone: [__]
Attention: Greg Kidd
Email: [__]

With a copy (for informational purposes only) to:

Lowenstein Sandler LLP
1251 6th Ave 17th Floor
New York, New York 10020
Telephone: 212.204.8697
Attention: Daniel Forman; Annie Nazarian Davydov
Email: dforman@lowenstein.com; anazarian@lowenstein.com

if to a Stockholder, as set forth on the signature page hereof,

Section 5.02 *Termination.* This Agreement shall terminate automatically, without any notice or other action by any Person, upon the first to occur of (i) the Closing and (ii) the valid termination of the Purchase Agreement pursuant to Article 9 thereof. Upon valid termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement. Notwithstanding the foregoing, (a) the provisions of Section 4.02 shall survive any termination of this Agreement upon the occurrence of the Closing, (b) the provisions of this Article 5 shall survive any termination of this Agreement and (c) no termination of this Agreement shall relieve any party from liability for any breach of this Agreement prior to termination hereof or such party's fraud.

Section 5.03 *No Agreement as Director or Officer*. Notwithstanding any provision in this Agreement to the contrary, (i) nothing in this Agreement shall limit or restrict a Stockholder, or any officer, director or other Representative of such Stockholder, in his or her capacity as a director or officer of the Company from acting in such capacity or voting in such capacity in such person's sole discretion on any matter and (ii) the taking of any action (or any failures to act) by any Stockholder or any officer, director or other Representative of such Stockholder in his or her capacity as a director or officer of the Company shall not be deemed to constitute a breach of this Agreement. The terms and conditions of this Agreement shall apply to each Stockholder solely in such Stockholder's capacity as a stockholder of the Company.

Section 5.04 *No Ownership Interest.* Nothing contained in this Agreement shall be deemed to vest in Buyer or any other Person any direct or indirect ownership or incidence of ownership of or with respect to any Subject Shares. Each Stockholder has agreed to enter into this Agreement and act in the manner specified in this Agreement for consideration. All rights and all ownership and economic benefits of and relating to a Stockholder's Subject Shares shall remain vested in and belong to such Stockholder and its applicable controlled Affiliates, and except as expressly set forth in this Agreement, nothing herein shall, or shall be construed to, grant Buyer any power, sole or shared, to direct or control the voting or disposition of any of such Stockholder's Subject Shares or in the exercise of such Stockholder's rights as a stockholder of the Company. Nothing in this Agreement shall be interpreted (i) as creating or forming a "group" with any other Person, including Buyer or any other Stockholder, for purposes of Rule 13d-5(b)(1) of the Exchange Act or any other similar provision of Applicable Law or (ii) as causing any other Person, including Buyer or any other Stockholder, to be an affiliated stockholder or to have voting power, "control" or "beneficial ownership" over any Stockholder's Subject Shares.

Section 5.05 *Further Assurances.* Each Stockholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments as Buyer may reasonably request and use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to fulfill such Stockholder's obligations under Applicable Law to consummate and make effective the actions contemplated by this Agreement.

Section 5.06 *Other Definitional and Interpretative Provisions*. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and will be ignored in the construction or interpretation hereof. References to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein will have the meaning as defined in this Agreement. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. The word "or" will not be deemed to be exclusive. The word "extent" and the phrase "to the extent" when used in this Agreement will mean the degree to which a subject or other thing extends, and such word or phrase will not simply mean "if." References to any statute, law or other applicable Law will be deemed to refer to such statute, law or other applicable Law as amended from time to time and, if applicable, to any rules, regulations or interpretations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof unless expressly stated otherwise. References to any Person include the successors and permitted assigns of that Person. References to a "party" or the "parties" mean a party or the parties to this Agreement unless the context otherwise requires. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The parties hereto have participated jointly in the negotiation and drafting of this Agreement, and each has been represented by counsel of its choosing and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by such parties and no presumption or burden of proof will arise favoring or disfavoring any party due to the authorship of any provision of this Agreement. Unless otherwise specifically indicated, all references to "dollars" and "$" will be deemed references to the lawful money of the United States of America. References to "law," "laws" or to a particular statute or law will be deemed to also include any applicable Law.

Section 5.07 *Amendments and Waivers.*

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder 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.

Section 5.08 *Expenses.* All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 5.09 *Binding Effect*; *Benefit*; *Assignment.*

(a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

(b) No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of each other party hereto. Any purported assignment, delegation or other transfer without such consent or otherwise inconsistent with the foregoing sentence shall be void.

Section 5.10 *Governing Law.* All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of Law or conflict of Law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the Laws of any jurisdictions other than the State of New York.

Section 5.11 *Jurisdiction.* The parties hereto hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the city of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any Legal Proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such Legal Proceeding is brought in an inconvenient forum or that the venue of such Legal Proceeding is improper. The parties hereto hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

Section 5.12 *WAIVER OF JURY TRIAL* EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

Section 5.13 *Counterparts.* This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 5.14 *Entire Agreement.* This Agreement and the Purchase Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

Section 5.15 *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 5.16 *Specific Performance.* The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the courts referred to in Section 5.11, in addition to any other remedy to which they are entitled at law or in equity, and no bond shall be required to be posted in connection therewith.

Section 5.17 *No Partnership.* This Agreement is intended to create, and creates, a contractual relationship and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship among the parties hereto.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BUYER:

GOLDENEYE 1995 LLC
By: /s/ Robert Gregory Kidd
Name: Robert Gregory Kidd
Title: Manager

KNOW LABS INC.

By: /s/ Ronald P. Erickson
Name: Ron Erickson
Title: Chief Executive Officer

[*Signature Page to Voting Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

[STOCKHOLDER]

By: _____
Name:
Title:

Spouse:

_____
Name:

For Notices:

[●]

[●]

[*Signature Page to Voting Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

[STOCKHOLDER]

By: _____
Name:
Title:

Spouse:

_____
Name:

For Notices:

[●]

[●]

[*Signature Page to Voting Agreement*]

Schedule A

Name of Stockholder	Subject Shares	Number of Subject Shares

EXHIBIT 10.3

FORM OF REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT (this "**Agreement**"), dated as of [__], 2025, by and among Know Labs, Inc., a Nevada corporation, with headquarters located at 619 Western Avenue, Suite 610, Seattle, Washington 98104 (the "**Company**"), Goldeneye 1995 LLC, a Nevada limited liability company (the "**Buyer**"), and J.V.B. Financial Group, LLC, a Delaware limited liability company (the "**Banker**").

WHEREAS:

A. In connection with the Securities Purchase Agreement by and between the Company and the Buyer, dated as of June 5, 2025 (the "**Securities Purchase Agreement**"), the Company has agreed, upon the terms and subject to the conditions of the Securities Purchase Agreement, to issue and sell to the Buyer shares (the "**Buyer Shares**") of the Company's common stock, par value $0.001 per share (the "**Common Stock**").

B. In connection with the Securities Purchase Agreement, an affiliate of Buyer entered into that certain Engagement Letter, dated as of December 31, 2024, with the Banker, which was assigned to the Company pursuant to that certain Assignment Agreement, dated [__], 2025 (the "**Engagement Letter**"), pursuant to which Buyer agreed, upon the terms and subject to the conditions of the Engagement Letter, to issue and sell to the Banker shares (the "**Banker Shares**" and together with the Buyer Shares, the "**Common Shares**") of Common Stock.

C. The Company has agreed to provide certain registration rights under the 1933 Act, and the rules and regulations thereunder, or any similar successor statute, and applicable state securities laws.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Buyer hereby agree as follows:

1. Definitions.

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

(a) "**Allowed Grace Period**" has the meaning set forth in Section 3(q).

(b) "**Banker**" has the meaning set forth in the preamble.

(c) "**Banker Shares**" has the meaning set forth in the recitals.

(d) "**Blue Sky Filing**" has the meaning set forth in Section 6(a).

(e) "**Buyer**" has the meaning set forth in the preamble.

(f) "**Claims**" has the meaning set forth in Section 6(a).

(g) "**Company**" has the meaning set forth in the preamble.

(h) "**Common Shares**" has the meaning set forth in the recitals.

(i) "**Common Stock**" has the meaning set forth in the recitals.

(j) "**effective**" and "**effectiveness**" refer to a Registration Statement that has been declared effective by the SEC and is available for the resale of the Registrable Securities required to be covered thereby.

(k) "**Effective Date**" means the date that the Registration Statement has been declared effective by the SEC.

(l) "**Effectiveness Deadline**" means on or prior to the earlier of (a) the sixtieth (60^{th}) calendar day after the Filing Date if the SEC reviews the Registration Statement or (b) the thirtieth (30^{th}) calendar day after the Filing Date if the SEC does not review the Registration Statement.

(m) "**Effectiveness Period**" means as to any Registration Statement required to be filed pursuant to this Agreement, the period commencing on the Effective Date of such Registration Statement and ending on the earliest of: (a) the date that all of the Registrable Securities covered by such Registration Statement have been publicly sold by the Holders of the Registrable Securities included therein; or (b) the date that all of the Registrable Securities covered by such Registration Statement have been previously sold in accordance with Rule 144.

(n) "**Engagement Letter**" has the meaning set forth in the recitals.

(o) "**Eligible Market**" means the Principal Market, the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Capital Market or the New York Stock Exchange.

(p) "**Filing Date**" means the date that is thirty (30) days following the date hereof.

(q) "**Holders**" means the Buyer, the Banker or any transferee or assignee thereof to whom the Buyer or Banker assigns its rights under this Agreement and who agrees to become bound by the provisions of this Agreement in accordance with Section 9 and any transferee or assignee thereof to whom a transferee or assignee assigns its rights under this Agreement and who agrees to become bound by the provisions of this Agreement in accordance with Section 9.

(r) "**Indemnified Damages**" has the meaning set forth in Section 6(a).

(s) "**Indemnified Party**" has the meaning set forth in Section 6(b).

(t) "**Indemnified Person**" has the meaning set forth in Section 6(a).

(u) "**Inspectors**" has the meaning set forth in Section 3(h).

(v) "**Principal Market**" means New York Stock Exchange American LLC.

(w) "**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 under 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.

(x) "**Records**" has the meaning set forth in Section 3(h).

(y) "**register**," "**registered**," and "**registration**" refer to a registration effected by preparing and filing one or more Registration Statements in compliance with the 1933 Act and pursuant to Rule 415, and the declaration or ordering of effectiveness of such Registration Statement(s) by the SEC.

(z) "**Registrable Securities**" means (i) the Common Shares issued pursuant to the Securities Purchase Agreement and Engagement Letter, as applicable, and (ii) any capital stock of the Company issued or issuable with respect to the Common Shares as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise.

(aa) "**Registration Statement**" means a registration statement or registration statements of the Company filed under the 1933 Act pursuant to this Agreement, covering the resale of the Registrable Securities, including the Prospectus, amendments and supplements to 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, if any, in such registration statement.

(bb) "**Required Holder(s)**" means the Holder(s) of at least a majority of the Registrable Securities and shall include the Buyer so long as the Buyer or any of its Affiliates holds any Registrable Securities.

(cc) "**Required Registration Amount**" means the maximum number of Common Shares issued pursuant to the Securities Purchase Agreement and the Engagement Letter, in the aggregate, as of the Trading Day immediately preceding the applicable date of determination.

(dd) "**Rule 415**" means Rule 415 promulgated under the 1933 Act or any successor rule providing for offering securities on a continuous or delayed basis.

(ee) "**Securities Purchase Agreement**" has the meaning set forth in the recitals.

(ff) "**Trading Day**" means any day on which the Common Stock is traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded; provided, that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York time).

(gg) "**Violations**" has the meaning set forth in Section 6(a).

2. Registration.

(a) Registration. On or prior to the Filing Date, the Company shall prepare and file with the SEC a Registration Statement on Form S-1 covering the resale of all the Registrable Securities. The Registration Statement prepared pursuant hereto shall register for resale at least the number of shares of Common Stock equal to the Required Registration Amount determined as of the date the Registration Statement is initially filed with the SEC. The Registration Statement shall contain (except if otherwise directed by the Required Holder(s)) the "Plan of Distribution" and "Selling Stockholders" sections in substantially the form attached hereto as Exhibit A. The Company shall use its best efforts to have the Registration Statement declared or deemed effective by the SEC as soon as practicable, but in no event later than the Effectiveness Deadline and shall use its best efforts to keep such Registration Statement continuously effective during its entire Effectiveness Period. By 9:30 a.m. New York time on the Business Day following the Effective Date, the Company shall have filed with the SEC in accordance with Rule 424 under the 1933 Act the final Prospectus to be used in connection with sales pursuant to the Registration Statement.

(b) Eligibility for Form S-3. In the event that the Company subsequently becomes eligible to use a registration statement on Form S-3, the Company shall (i) promptly following such date on which the Company becomes eligible to use a registration statement on Form S-3, but in no event later than ten (10) calendar days after such determination, file a Registration Statement on Form S-3 covering all securities that are then deemed Registrable Securities (or a post-effective amendment on Form S-3 to the then effective Registration Statement) for an offering to be made on a continuous basis pursuant to Rule 415 its commercially reasonable efforts (ii) have such Registration Statement on Form S-3 or post-effective amendment on Form S-3 declared effective by the SEC in accordance with the Effectiveness Deadline; and (iii) use its best efforts to keep such Registration Statement on Form S-3 continuously effective during its entire Effectiveness Period; provided, that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-3 covering the Registrable Securities has been declared effective by the SEC.

3. Related Obligations.

At such time as the Company is obligated to file a Registration Statement with the SEC pursuant to Sections 2(a) or 2(b), the Company will use its best efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

(a) The Company shall ensure that each Registration Statement (including any amendments or supplements thereto and Prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein (in the case of Prospectuses, in the light of the circumstances in which they were made) not misleading. The term "best efforts" shall mean, among other things, that the Company shall submit to the SEC, within two (2) Business Days after the date that the Company learns that no review of a particular Registration Statement will be made by the staff of the SEC or that the staff has no further comments on a particular Registration Statement, as the case may be a request for acceleration of effectiveness of such Registration Statement to a time and date not later than two (2) Business Days after the submission of such request. The Company shall respond in writing to comments made by the SEC in respect of a Registration Statement as soon as practicable, but in no event later than fifteen (15) days after the receipt of comments by or notice from the SEC that an amendment is required in order for a Registration Statement to be declared effective.

(b) The Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to a Registration Statement and the Prospectus used in connection with such Registration Statement, which Prospectus is to be filed pursuant to Rule 424 promulgated under the 1933 Act, as may be necessary to keep such Registration Statement effective at all times during the Effectiveness Period, and, during such period, comply with the provisions of the 1933 Act with respect to the disposition of all Registrable Securities of the Company covered by such Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the Holders thereof as set forth in such Registration Statement. In the case of amendments and supplements to a Registration Statement which are required to be filed pursuant to this Agreement (including pursuant to this Section 3(b)) by reason of the Company filing a report on Form 10-K, Form 10-Q or Form 8-K or any analogous report under the 1934 Act), the Company shall have incorporated such report by reference into such Registration Statement, if applicable, or shall file such amendments or supplements with the SEC on the same day on which the 1934 Act report is filed which created the requirement for the Company to amend or supplement such Registration Statement.

(c) The Company shall furnish to the Holders whose Registrable Securities are included in any Registration Statement, without charge, upon request (i) promptly after the same is prepared and filed with the SEC, at least one copy of such Registration Statement and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference, if requested by a Holder, all exhibits and each preliminary prospectus unless such documents are filed with the SEC through EDGAR and available to the public through the EDGAR system, (ii) upon the effectiveness of any Registration Statement, one copy (electronic or otherwise), or such other number of copies as may reasonably be requested, of the prospectus included in such Registration Statement and all amendments and supplements thereto (or such other number of copies as such Holder may reasonably request) and (iii) such other documents, including copies of any preliminary or final prospectus, as such Holder may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by such Holder.

(d) The Company shall use its best efforts to (i) register and qualify, unless an exemption from registration and qualification applies, the resale by the Holders of the Registrable Securities covered by a Registration Statement under such other securities or "blue sky" laws of all applicable jurisdictions in the United States, (ii) prepare and file in those jurisdictions such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Effectiveness Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Effectiveness Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(d), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction.

(e) The Company shall notify the Holders in writing of the happening of any event, but in any event on the same Trading Day as such event, as promptly as practicable after becoming aware of such event, as a result of which the Prospectus included in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided, that in no event shall such notice contain any material, nonpublic information), and, subject to Section 3(q), promptly prepare a supplement or amendment to such Registration Statement to correct such untrue statement or omission, and, if requested by the Holders, unless the following are filed with the SEC through EDGAR and are available to the public through the EDGAR system, deliver one copy of such supplement or amendment to the Holders (or such other number of copies as the Holders may reasonably request). The Company shall also promptly notify the Holders in writing (i) when a Prospectus or any prospectus supplement or post-effective amendment related to the Registrable Securities has been filed, and when a Registration Statement or any post-effective amendment thereto has become effective, (ii) of any request by the SEC for amendments or supplements to a Registration Statement or related Prospectus or related information and (iii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate.

(f) The Company shall use its best efforts to prevent the issuance of any stop order or other suspension of effectiveness of a Registration Statement, or the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and to notify the Holders who holds Registrable Securities being sold of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

(g) If any Holder is required under applicable securities laws to be described in the Registration Statement as an underwriter or a Holder believes that it could reasonably be deemed to be an underwriter of Registrable Securities, at the reasonable request of such Holder, the Company shall furnish to such Holder, on the date of the effectiveness of the Registration Statement and thereafter from time to time on such dates as a Holder may reasonably request (i) a letter, dated such date, from the Company's independent certified public accountants in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the Holder(s), and (ii) an opinion, dated as of such date, of counsel representing the Company for purposes of such Registration Statement, in form, scope and substance as is customarily given in an underwritten public offering, addressed to the Holders.

(h) If any Holder is required under applicable securities laws to be described in the Registration Statement as an underwriter or a Holder believes that it could reasonably be deemed to be an underwriter of Registrable Securities, the Company shall make available for inspection by (i) such Holder, (ii) one firm of accountants or other agents retained by the Holders (collectively, the "**Inspectors**"), all pertinent financial and other records, and pertinent corporate documents and properties of the Company (collectively, the "**Records**"), as shall be reasonably deemed necessary by each Inspector, and cause the Company's officers, directors and employees to supply all information which any Inspector may reasonably request; provided, however, that each Inspector shall agree to hold in strict confidence and shall not make any disclosure (except to a Holder) or use of any Record or other information which the Company determines in good faith to be confidential, and of which determination the Inspectors are so notified, unless (a) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in any Registration Statement or is otherwise required under the 1933 Act, (b) the release of such Records is ordered pursuant to a final, non-appealable subpoena or order from a court or government body of competent jurisdiction, or (c) the information in such Records has been made generally available to the public other than by disclosure in violation of this Agreement. the Holders agree that it shall, upon learning that disclosure of such Records is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt notice to the Company and allow the Company, at its expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, the Records deemed confidential. Nothing herein (or in any other confidentiality agreement between the Company and any Holder) shall be deemed to limit the Holders' ability to sell Registrable Securities in a manner which is otherwise consistent with applicable laws and regulations.

(i) The Company shall hold in confidence and not make any disclosure of information concerning a Holder provided to the Company unless (i) disclosure of such information is necessary to comply with federal or state securities laws, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement, (iii) the release of such information is ordered pursuant to a subpoena or other final, non-appealable order from a court or governmental body of competent jurisdiction, or (iv) such information has been made generally available to the public other than by disclosure in violation of this Agreement or any other agreement. The Company agrees that it shall, upon learning that disclosure of such information concerning a Holder is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt written notice to such Holder and allow such Holder, at the Holder's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

(j) The Company shall use its best efforts either to (i) cause all of the Registrable Securities covered by a Registration Statement to be listed on each securities exchange on which securities of the same class or series issued by the Company are then listed, if any, if the listing of such Registrable Securities is then permitted under the rules of such exchange or (ii) secure the inclusion for quotation of all of the Registrable Securities on the Principal Market or (iii) if, despite the Company's best efforts, the Company is unsuccessful in satisfying the preceding clauses (i) and (ii), to secure the inclusion for quotation on an Eligible Market for such Registrable Securities and, without limiting the generality of the foregoing, to use its reasonable best efforts to arrange for at least two market makers to register with the Financial Industry Regulatory Authority, Inc. as such with respect to such Registrable Securities. The Company shall pay all fees and expenses in connection with satisfying its obligation under this Section 3(j).

(k) The Company shall cooperate with the Holders who hold Registrable Securities being offered and, to the extent applicable, facilitate the timely preparation and delivery of shares maintained by the Company's transfer agent on its book-entry accounts (not bearing any restrictive legend) representing the Registrable Securities to be offered pursuant to a Registration Statement and enable such shares to be in such denominations or amounts, as the case may be, as the Holders may reasonably request and registered in such names as the Holders may request.

(l) If requested by a Holder, the Company shall as soon as practicable (i) incorporate in a prospectus supplement or post-effective amendment such information as a Holder reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) supplement or make amendments to any Registration Statement if reasonably requested by a Holder holding any Registrable Securities.

(m) The Company shall use its best efforts to cause the Registrable Securities covered by a Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to consummate the disposition of such Registrable Securities.

(n) The Company shall make generally available to its security Holder(s) as soon as practical, but not later than ninety (90) days after the close of the period covered thereby, an earnings statement (in form complying with, and in the manner provided by, the provisions of Rule 158 under the 1933 Act) covering a twelve-month period beginning not later than the first day of the Company's fiscal quarter next following the applicable Effective Date of a Registration Statement; provided, that the Company may satisfy the requirement in this Section 3(n) by furnishing to the SEC via the EDGAR system such earnings statement(s) prepared by the Company in the normal course so long as such earnings statement is filed with the SEC on the timeline provided herein.

(o) The Company shall otherwise use its best efforts to comply with all applicable rules and regulations of the SEC in connection with any registration hereunder.

(p) Within two (2) Business Days after a Registration Statement which covers Registrable Securities is declared or deemed effective by the SEC, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Securities (with copies to the Holders whose Registrable Securities are included in such Registration Statement) confirmation that such Registration Statement has been declared or deemed effective by the SEC.

(q) Notwithstanding anything to the contrary herein, at any time after the Effective Date, the Company may delay the disclosure of material, non-public information concerning the Company the disclosure of which at the time is not, in the good faith opinion of the board of directors of the Company and its counsel, in the best interest of the Company and, in the opinion of counsel to the Company, otherwise required (an "**Allowed Grace Period**"); provided, that the Company shall promptly (i) notify the Holders in writing of the commencement of an Allowed Grace Period and the date on which the Allowed Grace Period will begin but shall not (without the prior written consent of a Holder) disclose to such Holder any material non-public information giving rise to the Allowed Grace Period, and (ii) notify the Holders in writing of the date on which the Allowed Grace Period ends; and, provided, further, that no Allowed Grace Period shall exceed thirty (30) consecutive calendar days and during any three hundred sixty five (365) day period such Allowed Grace Period shall not exceed an aggregate of ninety (90) calendar days and the first day of any Allowed Grace Period must be at least five (5) Trading Days after the last day of any prior Allowed Grace Period. For purposes of determining the length of an Allowed Grace Period above, the Allowed Grace Period shall begin on and include the date the Holders receive the notice referred to in clause (i) and shall end on and include the later of the date the Holders receive the notice referred to in clause (ii) and the date referred to in such notice. The provisions of Section 3(h) hereof shall not be applicable during the period of any Allowed Grace Period. Upon expiration of the Allowed Grace Period, the Company shall again be bound by the first sentence of Section 3(e) with respect to the information giving rise thereto unless such material, non-public information is no longer applicable. Notwithstanding anything to the contrary, the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of a Holder in accordance with the terms of the Securities Purchase Agreement in connection with any sale of Registrable Securities with respect to which a Holder has entered into a contract for sale, prior to the Holder's receipt of the notice of an Allowed Grace Period and for which the Holder has not yet settled.

(r) Neither the Company nor any Subsidiary or Affiliate thereof shall identify any Holder as an underwriter in any public disclosure or filing with the SEC, the Principal Market or any Eligible Market and any Holder being deemed an underwriter by the SEC shall not relieve the Company of any obligations it has under this Agreement or any other Transaction Document (as defined in the Securities Purchase Agreement); provided, however, that if the SEC requires that a Holder be identified as a statutory underwriter in the Registration Statement, such Holder will have the option, in its sole and absolute discretion, to either (i) have the opportunity to withdraw from the Registration Statement upon its prompt written request to the Company, in which case the Company's obligation to register the Registrable Securities will be deemed satisfied or (ii) be included as such in the Registration Statement; provided, further, that the foregoing shall not prohibit the Company from including the disclosure found in the "Plan of Distribution" section attached hereto as Exhibit A in the Registration Statement.

(s) Neither the Company nor any of its Subsidiaries has entered, as of the date hereof, nor shall the Company or any of its Subsidiaries, on or after the date of this Agreement, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Buyers in this Agreement or otherwise conflicts with the provisions hereof.

4. Obligations of the Holders.

(a) At least five (5) Business Days prior to the anticipated Filing Date of a Registration Statement, the Company shall notify the Holders in writing of the information the Company requires from each such Holder if such Holder elects to have any of such Holder's Registrable Securities included in such Registration Statement. It shall be a condition precedent to the obligations of the Company to complete any registration pursuant to this Agreement with respect to the Registrable Securities of a particular Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect and maintain the effectiveness of the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request.

(b) The Holders, by such Holder's acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any Registration Statement hereunder, unless such Holder has notified the Company in writing of such Holder's election to exclude all of such Holder's Registrable Securities from such Registration Statement.

(c) The Holders agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(h) or the first sentence of Section 3(e), such Holder will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement(s) covering such Registrable Securities until such Holder's receipt of copies of the supplemented or amended prospectus as contemplated by Section 3(h) or the first sentence of Section 3(e) or receipt of notice that no supplement or amendment is required. Notwithstanding anything to the contrary, the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of a Holder in accordance with the terms of the Securities Purchase Agreement in connection with any sale of Registrable Securities with respect to which a Holder has entered into a contract for sale prior to the Holder's receipt of a notice from the Company of the happening of any event of the kind described in Section 3(h) or the first sentence of Section 3(e) and for which the Holder has not yet settled.

(d) The Holders covenants and agrees that it will comply with the prospectus delivery requirements of the 1933 Act as applicable to it or an exemption therefrom in connection with sales of Registrable Securities pursuant to the Registration Statement.

5. Expenses of Registration.

All reasonable expenses, other than underwriting discounts and commissions, incurred in connection with registrations, filings or qualifications pursuant to Sections 2 and 3, including, without limitation, all registration, listing and qualifications fees, printers and accounting fees, and fees and disbursements of counsel for the Company shall be paid by the Company.

6. Indemnification.

In the event any Registrable Securities are included in a Registration Statement under this Agreement:

(a) To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend the Holders, the directors, officers, partners, members, employees, agents, representatives of, and each Person, if any, who controls any Holder within the meaning of the 1933 Act or the 1934 Act (each, an "**Indemnified Person**"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, reasonable attorneys' fees, amounts paid in settlement or expenses, joint or several (collectively, "**Claims**"), incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("**Indemnified Damages**"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in a Registration Statement or any post- effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered ("**Blue Sky Filing**"), or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus if used prior to the effective date of such Registration Statement, or contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in light of the circumstances under which the statements therein were made, not misleading, (iii) any violation or alleged violation by the Company of the 1933 Act, the 1934 Act, any other law, including, without limitation, any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement or (iv) any violation of this Agreement (the matters in the foregoing clauses (i) through (iv) being, collectively, "**Violations**"). For the avoidance of doubt, the Violations set forth in this Section 6(a) are intended to apply, and shall apply, to direct claims asserted by the Buyer against the Company as well as any third party claims asserted by an Indemnified Person (other than the Buyer) against the Company. Subject to Section 6(c), the Company shall reimburse the Indemnified Persons, promptly as such expenses are incurred and are due and payable, for any legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (i) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by such Indemnified Person for such Indemnified Person expressly for use in connection with the preparation of the Registration Statement or any such amendment thereof or supplement thereto, if such prospectus was timely made available by the Company pursuant to Section 3(c); and (ii) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by the Holders pursuant to Section 9.

(b) In connection with any Registration Statement in which a Holder is participating, each such Holder agrees to severally and not jointly indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 6(a), the Company, each of its directors, each of its officers who signs the Registration Statement and each Person, if any, who controls the Company within the meaning of the 1933 Act or the 1934 Act (each, an "**Indemnified Party**"), against any Claim or Indemnified Damages to which any of them may become subject, under the 1933 Act, the 1934 Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information furnished to the Company by such Holder expressly for use in connection with such Registration Statement; and, subject to Section 6(c), such Holder shall reimburse the Indemnified Party for any legal or other expenses reasonably incurred by an Indemnified Party in connection with investigating or defending any such Claim; provided, however, that the indemnity agreement contained in this Section 6(b) and the agreement with respect to contribution contained in Section 7 shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of such Holder, which consent shall not be unreasonably withheld or delayed; provided, further, however, that the Holder shall be liable under this Section 6(b) for only that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to such Holder as a result of the sale of Registrable Securities pursuant to such Registration Statement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of the Registrable Securities by the Holders pursuant to Section 9.

(c) Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and, the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be; provided, however, that an Indemnified Person or Indemnified Party shall have the right to retain its own counsel with the fees and expenses of not more than one counsel for all such Indemnified Person or Indemnified Party to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the Indemnified Person or Indemnified Party, as applicable, the representation by such counsel of the Indemnified Person or Indemnified Party, as the case may be, and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. In the case of an Indemnified Person, legal counsel referred to in the immediately preceding sentence shall be selected by the Holder(s) holding at least a majority in interest of the Registrable Securities included in the Registration Statement to which the Claim relates. The Indemnified Party or Indemnified Person shall reasonably cooperate with the indemnifying party in connection with any negotiation or defense of any such action or Claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or Claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person of a release from all liability in respect to such Claim or litigation and such settlement shall not include any admission as to fault on the part of the Indemnified Party. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action. The provisions of this Section 6(c) shall not apply to direct claims between the Company and a Buyer.

(d) The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred.

(e) The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. Contribution.

To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that: (i) no Person involved in the sale of Registrable Securities which Person is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) in connection with such sale shall be entitled to contribution from any Person involved in such sale of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the amount of net proceeds received by such seller from the sale of such Registrable Securities pursuant to such Registration Statement.

8. Reports Under the 1934 Act.

With a view to making available to the Holders the benefits of Rule 144 promulgated under the 1933 Act or any other similar rule or regulation of the SEC that may at any time permit the Holders to sell securities of the Company to the public without registration, the Company agrees, so long as a Holder owns Registrable Securities, to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the 1933 Act and the 1934 Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

(c) furnish to the Holders so long as such Holder owns Registrable Securities, promptly upon request, (i) a written statement by the Company, if true, that it has complied with the reporting requirements of Rule 144, the 1933 Act and the 1934 Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company (unless such report or document is already publicly available) and (iii) such other information as may be reasonably requested to permit the Holders to sell such securities pursuant to Rule 144 without registration.

9. Assignment of Registration Rights.

The rights under this Agreement shall be automatically assignable by the Holders to any transferee of all or any portion of such Holder's Registrable Securities if: (i) the Holder agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such assignment; (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (a) the name and address of such transferee or assignee, and (b) the securities with respect to which such registration rights are being transferred or assigned; (iii) immediately following such transfer or assignment the further disposition of such securities by the transferee or assignee is restricted under the 1933 Act or applicable state securities laws; (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this sentence the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein; and (v) such transfer shall have been made in accordance with the applicable requirements of the Securities Purchase Agreement.

10. Amendment of Registration Rights.

Provisions of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Required Holder(s). Any amendment or waiver effected in accordance with this Section 10 shall be binding upon the Holders and the Company. No such amendment shall be effective to the extent that it applies to less than all of the Holders of the Registrable Securities. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration (other than the reimbursement of legal fees) also is offered to all of the parties to this Agreement.

11. Miscellaneous.

(a) A Person is deemed to be a holder of Registrable Securities whenever such Person owns or is deemed to own of record such Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from such record owner of such Registrable Securities.

(b) Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon delivery, when sent by electronic mail (provided that the sending party does not receive an automated rejection notice); or (iv) one Business Day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to the Company:

Know Labs Inc.
619 Western Ave, Suite 610
Seattle, Washington 98104
Telephone: (206) 903-1351
Attention: Ronald P. Erickson
E-mail: ron@knowlabs.co

With a copy to:

Sichenzia Ross Ference Carmel
1185 Avenue of the Americas, 31st Floor
New York, NY, 10036
Telephone: (212) 930-9700
Attention: Gregory Sichenzia; Darrin Ocasio
Email: gsichenzia@srfc.law; dmocasio@srfc.law

If to the Buyer:

Goldeneye 1995 LLC
[__]
[__]Phone: [__]
Attention: Greg Kidd
Email: [__]

With a copy to:

Lowenstein Sandler LLP
1251 6th Ave 17th Floor
New York, New York 10020
Telephone: 212.204.8697
Attention: Daniel Forman; Annie Nazarian Davydov
Email: dforman@lowenstein.com; anazarian@lowenstein.com

If to the Banker:

J.V.B. Financial Group, LLC
1800 N. Military Trail
Suite 450
Boca Raton, FL 33431
Email: compliance@jvbfinancial.com

If to the Transfer Agent:

Equiniti Trust Company
48 Wall Street, Floor 23
New York New York 10005
Telephone: (800) 937-5449
Attention: Erica Mackey
E-mail: Erica.Mackey@equiniti.com

(c) Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

(d) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(e) If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(f) This Agreement, the other Transaction Documents and the instruments referenced herein and therein constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement, the other Transaction Documents and the instruments referenced herein and therein supersede all prior agreements and understandings among the parties hereto with respect to the subject matter hereof and thereof.

(g) Subject to the requirements of Section 9, this Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of each of the parties hereto.

(h) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) This Agreement may be executed in identical counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. This Agreement, once executed by a party, may be delivered to the other party hereto by via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(j) Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(k) All consents and other determinations required to be made by the Holders pursuant to this Agreement shall be made, unless otherwise specified in this Agreement, by the Required Holder(s).

(l) The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

(m) This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

(n) The obligations of the Holders hereunder are several and not joint with the obligations of any other Holder, and no provision of this Agreement is intended to confer any obligations on any Holder vis-à-vis any other Holder. Nothing contained herein, and no action taken by any Holder pursuant hereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated herein.

* * * * * *

[Signature Page Follows]

IN WITNESS WHEREOF, the Buyer and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

COMPANY:

KNOW LABS, INC.

By: /s/ Ronald P. Erickson
Name: Ronald P. Erickson
Title: Chief Executive Officer

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the Buyer and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

BUYER:

Goldeneye 1995 LLC

By: /s/ Robert Gregory Kidd
Name: Robert Gregory Kidd
Title: Manager

[Signature Page to Registration Rights Agreement]

BANKER:

J.V.B. Financial Group, LLC

By:_____
Name: [●]
Title: [●]

[Signature Page to Registration Rights Agreement]

EXHIBIT A

SELLING STOCKHOLDERS

The common stock being offered by the selling stockholders were previously issued to the selling stockholders. For additional information regarding the issuance of those shares of common stock, see "Private Placement of Common Shares" above. We are registering the shares of common stock in order to permit the selling stockholders to offer the shares for resale from time to time.

The table below lists the selling stockholders and other information regarding the beneficial ownership of the shares of common stock by the selling stockholders. The second column lists the number of shares of common stock beneficially owned by the selling stockholders, based on their ownership of the shares of common stock, as of _____, 202_.

The third column lists the shares of common stock being offered by this prospectus by the selling stockholders.

In accordance with the terms of a registration rights agreement with the selling stockholders, this prospectus generally covers the resale of at least the maximum number of shares of common stock issued pursuant to the Securities Purchase Agreement or Engagement Letter, as applicable, entered with the selling stockholders. The fourth column assumes the sale of all of the shares offered by the selling stockholders pursuant to this prospectus.

Name of Selling Stockholder	Number of shares of Common Stock Owned Prior to Offering	Maximum Number of shares of Common Stock to be Sold Pursuant to this Prospectus	Number of shares of Common Stock Owned After Offering	Percentage of Shares of Common Stock Owned After Offering if Greater than 1%(5)
[●](1)	[●](2)	[●]	[●]	[●]
[●](3)	[●](4)	[●]	[●]	[●]

(1) [●], the [●] of [●] (the "[●]"), has discretionary authority to vote and dispose of the shares held by the [●] and may be deemed to be the beneficial owner of these shares. [●], in his capacity as [●] of [●], may also be deemed to have investment discretion and voting power over the shares held by the [●]. [●] and [●] each disclaim any beneficial ownership of these shares.

(2) Consists of [●] Common Shares issued pursuant to the [Securities Purchase Agreement] [and [●] shares of common stock].

(3) [●], the [●] of [●] (the "[●]"), has discretionary authority to vote and dispose of the shares held by the [●] and may be deemed to be the beneficial owner of these shares. [●], in his capacity as [●] of [●], may also be deemed to have investment discretion and voting power over the shares held by the [●]. [●] and [●] each disclaim any beneficial ownership of these shares.

(4) Consists of [●] Common Shares issued pursuant to the [Engagement Letter] [and [●] shares of common stock].

(5) Based on [●] shares of common stock outstanding on [●], 2025.

PLAN OF DISTRIBUTION

We are registering the shares of common stock previously issued to permit the resale of these shares of common stock by the holder thereof from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling stockholders of the shares of common stock. We will bear all fees and expenses incident to our obligation to register the shares of common stock.

The selling stockholders may sell all or a portion of the shares of common stock beneficially owned by them and offered hereby from time to time directly or through one or more underwriters, broker-dealers or agents. If the shares of common stock are sold through underwriters or broker-dealers, the selling stockholders will be responsible for underwriting discounts or commissions or agent's commissions. The shares of common stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions,

- on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in transactions otherwise than on these exchanges or systems or in the over-the-counter market;
- through the writing of options, whether such options are listed on an options exchange or otherwise;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales;
- sales pursuant to Rule 144;
- broker-dealers may agree with the selling securityholder to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

If the selling stockholders effect such transactions by selling shares of common stock to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling stockholders or commissions from purchasers of the shares of common stock for whom they may act as agent or to whom they may sell as principal (which discounts, concessions or commissions as to particular underwriters, broker-dealers or agents may be in excess of those customary in the types of transactions involved). In connection with sales of the shares of common stock or otherwise, the selling stockholders may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the shares of common stock in the course of hedging in positions they assume. The selling stockholders may also sell shares of common stock short and deliver shares of common stock covered by this prospectus to close out short positions and to return borrowed shares in connection with such short sales. The selling stockholders may also loan or pledge shares of common stock to broker-dealers that in turn may sell such shares.

The selling stockholders may pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act of 1933, as amended, amending, if necessary, the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer and donate the shares of common stock in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

The selling stockholders and any broker-dealer participating in the distribution of the shares of common stock may be deemed to be “underwriters” within the meaning of the Securities Act, and any commission paid, or any discounts or concessions allowed to, any such broker-dealer may be deemed to be underwriting commissions or discounts under the Securities Act. At the time a particular offering of the shares of common stock is made, a prospectus supplement, if required, will be distributed which will set forth the aggregate amount of shares of common stock being offered and the terms of the offering, including the name or names of any broker-dealers or agents, any discounts, commissions and other terms constituting compensation from the selling stockholders and any discounts, commissions or concessions allowed or reallowed or paid to broker-dealers.

Under the securities laws of some states, the shares of common stock may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states the shares of common stock may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

The selling stockholders may also sell shares under Rule 144 promulgated under the Securities Act of 1933, as amended, or another exemption, if available, rather than under this prospectus. The selling stockholders shall have the sole and absolute discretion not to accept any purchase offer or make any sale of shares if it deems the purchase price to be unsatisfactory at any particular time.

The selling stockholders and any other person participating in such distribution will be subject to applicable provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, including, without limitation, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any of the shares of common stock by the selling stockholders and any other participating person. Regulation M may also restrict the ability of any person engaged in the distribution of the shares of common stock to engage in market- making activities with respect to the shares of common stock. All of the foregoing may affect the marketability of the shares of common stock and the ability of any person or entity to engage in market-making activities with respect to the shares of common stock.

We will pay all expenses of the registration of the shares of common stock pursuant to the registration rights agreement, estimated to be $[ ] in total, including, without limitation, Securities and Exchange Commission filing fees and expenses of compliance with state securities or “blue sky” laws; provided, however, that a selling stockholders will pay all underwriting discounts and selling commissions, if any. We will indemnify the selling stockholders against liabilities, including some liabilities under the Securities Act, in accordance with the registration rights agreements, or the selling stockholders will be entitled to contribution. We may be indemnified by the selling stockholders against civil liabilities, including liabilities under the Securities Act, that may arise from any written information furnished to us by the selling stockholders specifically for use in this prospectus, in accordance with the related registration rights agreement, or we may be entitled to contribution.

Once sold under the registration statement, of which this prospectus forms a part, the shares of common stock will be freely tradable in the hands of persons other than our affiliates.

EXHIBIT 10.4

AMENDMENT NO. 1 TO THE AMENDED EMPLOYMENT AGREEMENT

THIS AMENDMENT (this "Amendment") is dated as of June 5, 2025 and amends that certain Amended Employment Agreement, dated as of March 22, 2018 (the "Agreement"), by and between Know Labs, Inc. (f/k/a Visualant Incorporated) ("Employer") and Ronald Erickson ("Executive") effective upon consummation of the Transaction (as defined below) (the "Amendment Effective Date"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

RECITALS

WHEREAS, Employer and the Executive previously entered into the Agreement;

WHEREAS, pursuant to Section 14 of the Agreement, no waiver, alteration or modification of the Agreement or of any part contained therein shall be valid unless in writing and duly executed by Executive and Employer;

WHEREAS, Employer and Executive desire to amend the Agreement as set forth herein, effective as of the Amendment Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Section 3(a) of the Agreement ("Base Salary") is hereby amended by replacing "$180,000" with "$375,000" where the former appears therein.

2. Section 6(c) of the Agreement ("Resignation by Executive for Good Reason") is hereby amended by adding the following sentence at the end thereof:

> "Executive acknowledges and agrees that the transaction (the "**Transaction**") contemplated by that certain Securities Purchase Agreement, dated on or about June 5, 2025, by and among Know Labs, Inc., a Nevada corporation, and Goldeneye 1995 LLC, a Nevada limited liability company (the "**Buyer**"), shall not constitute a "Change of Control" for purposes of clause (c) of this Section 6(c)."

3. The definition of "Good Reason" in Section 6(c) of the Agreement ("Resignation by Executive for Good Reason") is hereby amended by replacing the clause "a material diminution in Executive's compensation, office, title, or duties from the Effective Date of this Agreement" with the clause "a material diminution in Executive's compensation from the Amendment Effective Date" in clause (a) thereof.

4. Except as amended herein, the Agreement shall remain in full force and effect.

5. In the event that the consummation of the Transaction does not occur on or before October 3, 2025, this Amendment shall be void and of no effect automatically terminate, without further action, notice or deed, without payment of consideration therefor.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[*Signature Page Follows*]

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

KNOW LABS, INC.

By: /s/ Peter Conley
Name: Peter Conley
Title: Chief Financial Officer

EXECUTIVE

/s/ Ronald Erickson
Ronald Erickson

[*Signature Page – Amendment to Ronald Erickson Employment Agreement*]

EXHIBIT 10.5

AMENDMENT NO. 1 TO THE EMPLOYMENT AGREEMENT

THIS AMENDMENT (this "Amendment") is dated as of June 5, 2025 and amends that certain Employment Agreement, dated as of May 13, 2022 (the "Agreement"), by and between Know Labs, Inc. ("Employer") and Peter Conley ("Executive") effective upon consummation of the Transaction (as defined below) (the "Amendment Effective Date"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

RECITALS

WHEREAS, Employer and the Executive previously entered into the Agreement;

WHEREAS, pursuant to Section 12 of the Agreement, no waiver, alteration or modification of the Agreement or of any part contained therein shall be valid unless in writing and duly executed by Executive and Employer;

WHEREAS, Employer and Executive desire to amend the Agreement as set forth herein, effective as of the Amendment Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Section 1(b) of the Agreement ("Term") is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding the foregoing, Executive's Employment Term shall be terminated upon consummation of the transaction contemplated by that certain Securities Purchase Agreement, dated on or about June 5, 2025, by and among Know Labs, Inc., a Nevada corporation, and Goldeneye 1995 LLC, a Nevada limited liability company (the "**Transaction**").

2. Except as amended herein, the Agreement shall remain in full force and effect.

3. In the event that the consummation of the Transaction does not occur on or before October 3, 2025, this Amendment shall be void and of no effect automatically terminate, without further action, notice or deed, without payment of consideration therefor.

4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[*Signature Page Follows*]

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

KNOW LABS, INC.

By: /s/ Ronald P. Erickson
Name: Ronald P. Erickson
Title: Chief Executive Officer

EXECUTIVE

/s/ Peter Conley
Peter Conley

[*Signature Page – Amendment to Conley Employment Agreement*]

EXHIBIT 99.1

Greg Kidd to Acquire Controlling Interest in Know Labs and Introduce Bitcoin Treasury Strategy

SEATTLE, WA, June 6, 2025, Know Labs, Inc. (NYSE American: KNW ("**Know Labs**" or the "**Company**"), a technology innovator specializing in non-invasive health monitoring solutions, today announced that it has entered into an agreement with Goldeneye 1995 LLC ("Buyer"), an affiliate of fintech investor, entrepreneur, and former Ripple Chief Risk Officer, Greg Kidd, to acquire a controlling interest in the Company. Upon the closing of the transaction, Mr. Kidd will become Chief Executive Officer and Chairman of the Board of Directors of the Company.

Under the terms of the agreement, the Buyer will acquire that number of shares of the Company's common stock obtained by dividing (i) the sum of 1,000 Bitcoin and a cash sum to retire existing debt, redeem outstanding preferred equity and provide additional working capital, by (ii) the per share purchase price of $0.335. The Bitcoin will be employed by the Company's treasury strategy, providing investors with significant economic exposure to this highly attractive digital asset.

"I'm thrilled to deploy a Bitcoin treasury strategy with the support of a forward-looking organization like Know Labs at a time when market and regulatory conditions are particularly favorable," said Mr. Kidd. "We believe this approach will generate sustainable growth and long-term shareholder value." Mr. Kidd and his team bring deep expertise in digital assets and, with this deal, will transition their existing Bitcoin yield generation strategy to the public markets.

When the Bitcoin holdings become the principal component of the Company's balance sheet, management will use the multiple of net asset value ("mNAV") metric to measure the premium (or discount) investors ascribe to the Company's market valuation relative to its Bitcoin holdings. Given a market capitalization of $128 million, the implied entry mNAV multiple is equivalent to 1.22x and the Bitcoin holdings represent 82% of the market capitalization (assuming a price of $105,000 per Bitcoin) at closing.

Founder Ron Erickson will serve as President of a new division that will retain a team of scientists to continue the Company's proprietary diagnostic research. Upon the closing of the transaction, Mr. Erickson will become Vice Chairman of the Board. "Partnering with Greg Kidd marks a pivotal next chapter for Know Labs," said Mr. Erickson. "We look forward to continuing our research in non-invasive medical technology. Greg's visionary leadership positions Know Labs for a bold future."

The transaction, which was unanimously approved by the Know Labs Board of Directors, is expected to close in the third quarter of 2025, following the receipt of shareholder approval and the satisfaction of customary closing conditions.

Advisors

Cohen & Company Capital Markets ("CCM"), a division of J.V.B. Financial Group, LLC is serving as exclusive financial advisor and Lowenstein Sandler LLP is acting as legal advisor to the Buyer. Sichenzia Ross Ference Carmel LLP is acting as legal advisor to the Company.

About Greg Kidd

Greg Kidd is co-founder and CEO of Hard Yaka, a venture capital firm, and the majority shareholder of OCC-chartered Vast Bank. As an investor, Greg provided first money at Twitter, Square (Block), Coinbase, Robinhood, and Solana. Other early investments include Ripple, Uphold, and Brave. After working at consulting firm Booz Allen Hamilton, he took his first company public on the NASDAQ in the 1990s. He later served in the payments division of the Federal Reserve and as a director at Promontory Financial Group. Greg also served as Chief Risk Officer at Ripple. Greg graduated from Brown University and earned an MBA from Yale University and an MPA in public policy from Harvard's Kennedy School. Greg Kidd was a nonpartisan 2024 candidate for Congress in Nevada's 2nd District.

About Know Labs, Inc.

Know Labs, Inc. is a public company whose common shares trade on the NYSE American Exchange under the stock symbol "KNW." The Company's platform technology uses spectroscopy to direct electromagnetic energy through a substance or material to capture a unique molecular signature. The technology can be integrated into a variety of wearable, mobile or bench-top form factors. This patented and patent-pending technology makes it possible to effectively identify and monitor analytes that could only previously be performed by invasive and/or expensive and time-consuming lab-based tests. The first application of the technology will be in a product marketed as a non-invasive glucose monitor. The device will provide the user with accessible and affordable real-time information on blood glucose levels. This product will require U.S. Food and Drug Administration clearance prior to its introduction to the market. Other products, based upon the Company's technology may not require such FDA approval.

Important Information and Where to Find it

This communication relates to a proposed transaction between the Company and Buyer. In connection with this proposed transaction, the Company will file a Current Report on Form 8-K with further information regarding the terms and conditions contained in the definitive transaction agreements and a proxy statement on Schedule 14A or other documents with the United States Securities and Exchange Commission (the "SEC"). This communication is not a substitute for any proxy statement or other document that the Company may file with the SEC in connection with the proposed transaction. INVESTORS AND SECURITY HOLDERS OF KNOW LABS ARE URGED TO READ THE PROXY STATEMENT, INCLUDING THE DOCUMENTS INCORPORATED BY REFERENCE INTO THE PROXY STATEMENT, AND OTHER DOCUMENTS THAT MAY BE FILED WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY IF AND WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. Investors and security holders will be able to obtain free copies of these documents, when available, and other documents filed with the SEC by the Company through the website maintained by the SEC at http://www.sec.gov. Copies of the documents filed with the SEC by the Company will be available free of charge on the Company's internet website at https://ir.knowlabs.co/ or by contacting the Company's primary investor relations contact by email at ask@knowlabs.com or by phone at (206) 903-1351.

Participants in Solicitation

Know Labs, its respective directors and certain of its respective executive officers, Buyer and Mr. Kidd may be considered participants in the solicitation of proxies in connection with the proposed transaction. Information about the directors and executive officers of Know Labs, their ownership of its common stock, and transactions with related persons is set forth in its Annual Report on Form 10-K for the fiscal year ended September 30, 2024, which was filed with the SEC on November 14, 2024 (and which is available at https://www.sec.gov/Archives/edgar/data/1074828/000165495424014480/knwn_10k.htm), in its proxy statement on Schedule 14A for its 2024 Annual Meeting of Stockholders in the sections entitled "Corporate Governance," "Security Ownership of Certain Beneficial Owners and Management" and "Certain Relationships and Related Party Transactions", which was filed with the SEC on August 12, 2024 (and which is available at https://www.sec.gov/Archives/edgar/data/1074828/000165495424010344/knwn_def14a.htm), certain of its Quarterly Reports on Form 10-Q and certain of its Current Reports on Form 8-K.

These documents can be obtained free of charge from the sources indicated above. Additional information regarding the participants in the proxy solicitations and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the proxy statement and other relevant materials to be filed with the SEC when they become available.

No Offer or Solicitation

This communication is for informational purposes only and is not intended to and shall not constitute an offer to buy or sell or the solicitation of an offer to buy or sell any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Forward Looking Statements

This release contains "forward-looking statements" within the meaning of the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact are forward-looking statements. Forward-looking statements can be identified by words such as: "anticipate," "intend," "plan," "believe," "project," "estimate," "expect," strategy," "future," "likely," "may,", "should," "will" and similar references to future periods. Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on the current intent, beliefs, expectations and assumptions of the Company, its directors or its officers regarding the future of its business, future plans and strategies, projections, anticipated events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of its control. The Company's actual results and financial condition may differ materially from those indicated in the forward-looking statements. No forward-looking statement is a guarantee of future performance. Therefore, you should not rely on any of these forward-looking statements. Important factors that could cause the Company's actual results and financial condition to differ materially from those indicated in the forward-looking statements include, among others, the following: (i) fluctuations in the market price of Bitcoin and any associated unrealized gains or losses on digital assets that the Company may incur as a result of a decrease in the market price of Bitcoin below the value at which the Company's Bitcoin are carried on its balance sheet; (ii) the effect of and uncertainties related the ongoing volatility in interest rates; (iii) the Company's ability to achieve and maintain profitability in the future; (iv) the timing to consummate the proposed transaction, (v) the risk that a condition of closing of the proposed transaction may not be satisfied or that the closing of the proposed transaction might otherwise not occur; (vi) the impact of the regulatory environment on the Company's business and complexities with compliance related to such environment including changes in securities laws or other laws or regulations; (vii) changes in the accounting treatment relating to the Company's Bitcoin holdings; (viii) the Company's ability to respond to general economic conditions; (ix) the Company's ability to manage its growth effectively and its expectations regarding the development and expansion of its business; (x) the Company's ability to access sources of capital, including debt financing and other sources of capital to finance operations and growth and (xi) other risks and uncertainties more fully detailed in the section captioned "Risk Factors" in the Company's most recent Annual Report on Form 10-K for the fiscal year ended September 30, 2024, Forms 10-Q and 8-K, and other reports filed with the SEC from time to time. As a result of these matters, changes in facts, assumptions not being realized or other circumstances, the Company's actual results may differ materially from the expected results discussed in the forward-looking statements contained in this press release. Forward-looking statements contained in this announcement are only made as of this date, and the Company undertakes no duty to update such information after the date of this announcement except as required under applicable law.

Greg Kidd Contact:

Alliance Advisors

irteamgk@allianceadvisors.com

Know Labs, Inc. Contact:
ask@knowlabs.com
Ph. (206) 903-1351