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

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended **June 30, 2021**

Or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: **000-18730**

DarkPulse, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**87-0472109**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
1345 Ave of the Americas, 2nd Floor, New York, New York	**10105**
(Address of principal executive offices)	(Zip Code)

(800) 436-1436
(Registrant's telephone number, including area code)

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

Title of Each Class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Not applicable	Not applicable	Not applicable

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).
Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☒
		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. ☐

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

The number of shares outstanding of the registrant's common stock on August 11, 2021, was 4,820,046,834.

DARKPULSE, INC.
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FOR THE QUARTER ENDED JUNE 30, 2021

PART I - FINANCIAL INFORMATION
Item 1. Financial Statements

DARKPULSE, INC.
Condensed Consolidated Balance Sheets
Unaudited

	JUNE 30, 2021	DECEMBER 31, 2020
ASSETS		
CURRENT ASSETS:		
Cash	$ 148,562	$ 337
Deposits	4,000	–
TOTAL CURRENT ASSETS	152,562	337
Other assets, net	179,328	91,464
Patents, net	368,476	393,990
TOTAL ASSETS	$ 700,366	$ 485,791
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES:		
Accounts payable	$ 371,557	$ 519,899
Convertible notes, net of discount $344,421 and $39,414 respectively	1,240,153	931,158
Derivative liability	893,381	1,220,877
Accrued liabilities	562,677	569,970
TOTAL CURRENT LIABILITIES	3,067,768	3,241,904
Secured debenture	1,210,155	1,176,092
TOTAL LIABILITIES	4,277,923	4,417,996
Commitments and contingencies	–	–
STOCKHOLDERS' DEFICIT		
Common stock (par value $0.0001), 20,000,000,000 shares authorized, 4,770,327,191 and 4,088,762,156 shares issued and outstanding respectively	477,033	408,876
Treasury stock, 100,000 shares	(1,000)	(1,000)
Convertible preferred stock, Series D (par value $0.01) 100,000 shares authorized, 88,235 shares issued and outstanding respectively	883	883
Paid in capital in excess of par value	2,363,848	1,805,813
Non-controlling interest in a variable interest entity and subsidiary	(12,439)	(12,439)
Accumulated other comprehensive income	281,769	315,832
Accumulated deficit	(6,687,651)	(6,450,170)
TOTAL STOCKHOLDERS' DEFICIT	(3,577,557)	(3,932,205)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 700,366	$ 485,791

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

DARKPULSE, INC.
Condensed Consolidated Statements of Operations
(Unaudited)

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2021	2020	2021	2020
REVENUES	$ –	$ –	$ –	$ –
OPERATING EXPENSES:				
General and administrative expenses	95,165	44,710	124,853	86,271
Payroll and compensation	–	–	–	–
Legal expenses	146,619	44,185	220,972	48,297
Amortization of patents	12,757	12,757	25,514	25,514
Debt transaction expenses	109,200	–	151,950	–
TOTAL OPERATING EXPENSES	363,741	101,652	523,289	160,082
OPERATING LOSS	(363,741)	(101,652)	(523,289)	(160,082)
OTHER INCOME (EXPENSE):				
Interest expense	(318,921)	(25,154)	(350,584)	(60,524)
Loss on convertible notes	138,615	(2,890)	308,896	(38,101)
Gain on the forgiveness of debt	–	1,000	–	1,000
Gain(loss) on change in fair market values of derivative liabilities	358,440	(11,544)	327,496	43,169
TOTAL OTHER INCOME (EXPENSE)	178,134	(38,588)	285,808	(54,456)
NET LOSS	(185,607)	(140,240)	(237,481)	(214,538)
Net loss attributable to noncontrolling interests in variable interest entity and subsidiary	–	–	–	–
Net loss attributable to Company stockholders	$ (185,607)	$ (140,240)	$ (237,481)	$ (214,538)
LOSS PER SHARE:				
Basic and Diluted	$ (0.00)	$ (0.00)	$ (0.00)	$ (0.00)
WEIGHTED AVERAGE SHARES OUTSTANDING:				
Basic and Diluted	4,740,200,371	1,511,053,102	4,599,529,434	1,451,547,607

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

DARKPULSE, INC.
Condensed Consolidated Statements of Comprehensive Gain/Loss
(Unaudited)

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2021	2020	2021	2020
NET LOSS	$ (185,607)	$ (140,240)	$ (237,481)	$ (214,538)
OTHER COMPREHENSIVE LOSS				
Unrealized Gain (Loss) on Foreign Exchange	(16,154)	(39,046)	(34,063)	53,601
COMPREHENSIVE GAIN (LOSS)	$ (201,761)	$ (179,286)	$ (271,544)	$ (160,937)

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

DARKPULSE, INC.
Consolidated Statement of Stockholders' Deficit
For the Periods Ended June 30, 2021 and 2020

	Preferred Stock		Common Stock		Treasury	Paid in Capital in Excess of Par	Non-Controlling Interest in	Accumulated Other Comprehensive	Accumulated	Total Stockholders'
	Shares	Amount	Shares	Amount	Stock	Value	Subsidiary	Income	Deficit	Deficit
Balance, December 31, 2020	88,235	$ 883	4,088,762,156	$ 408,876	$ (1,000)	$ 1,805,813	$ (12,439)	$ 315,832	$ (6,450,170)	$ (3,932,205)
Conversion of convertible notes	–	–	600,999,995	60,100	–	189,839	–	–	–	249,939
Foreign currency adjustment	–	–	–	–	–	–	–	(17,909)	–	(17,909)
Net loss	–	–	–	–	–	–	–	–	(51,874)	(51,874)
Balance, March 31, 2021	88,235	$ 883	4,689,762,151	$ 468,976	$ (1,000)	$ 1,995,652	$ (12,439)	$ 297,923	$ (6,502,044)	$ (3,752,049)
Conversion of convertible notes	–	–	20,565,040	2,057	–	124,863	–	–	–	126,920
Stock based loan acquisition cost	–	–	60,000,000	6,000	–	243,333	–	–	–	249,333
Foreign currency adjustment	–	–	–	–	–	–	–	(16,154)	–	(16,154)
Net loss	–	–	–	–	–	–	–	–	(185,607)	(185,607)
Balance, June 30, 2021	88,235	$ 883	4,770,327,191	$ 477,033	$ (1,000)	$ 2,363,848	$ (12,439)	$ 281,769	$ (6,687,651)	$ (3,577,557)
Balance, December 31, 2019	88,235	$ 883	1,392,042,112	$ 13,920,421	$ (1,000)	$ (11,877,864)	$ (12,439)	$ 336,775	$ (6,174,328)	$ (3,807,552)
Conversion of convertible notes	–	–	–	–	–	–	–	–	–	–
Foreign currency adjustment	–	–	–	–	–	–	–	92,646	–	92,646
Net loss	–	–	–	–	–	–	–	–	(74,298)	(74,298)
Balance, March 31, 2020	88,235	$ 883	1,392,042,112	$ 13,920,421	$ (1,000)	$ (11,877,864)	$ (12,439)	$ 429,421	$ (6,248,626)	$ (3,789,204)
Conversion of convertible notes	–	–	217,142,858	2,171,429	–	(2,156,228)	–	–	–	15,201
Foreign currency adjustment	–	–	–	–	–	–	–	(39,047)	–	(39,047)
Net loss	–	–	–	–	–	–	–	–	(140,240)	(140,240)
Balance, June 30, 2020	88,235	$ 883	1,609,184,970	$ 16,091,850	$ (1,000)	$ (14,034,092)	$ (12,439)	$ 390,374	$ (6,388,866)	$ (3,953,290)

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

DARKPULSE, INC.
Condensed Consolidated Statement of Cash Flows
(Unaudited)

	SIX MONTHS ENDED JUNE 30,	
	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Loss	$ (237,481)	$ (214,538)
Adjustments to reconcile net loss to net cash used by operating activities:		
Depreciation and amortization	25,514	25,514
Loan acquisition costs	(480,450)	–
Gain on reduction of loan default penalty	–	(9,900)
Stock based loan acquisition costs	249,333	–
Amortization of debt discount	171,554	38,101
Derivative liability	(327,496)	(43,169)
Changes in operating assets and liabilities:		
Accounts payable	(148,344)	140,421
Accrued liabilities	34,759	68,749
Net cash (Used by) Provided by operating activities	(712,611)	5,178
CASH FLOWS FROM INVESTING ACTIVITIES:		
Investment in demo box	(87,864)	(4,969)
Deposits	(4,000)	–
Net Cash Used by Investing Activities	(91,864)	(4,969)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from convertible notes payable	1,102,700	–
Payments on notes payable	(150,000)	–
Net Cash Provided by Financing Activities	952,700	–
NET INCREASE IN CASH	148,225	209
CASH, beginning of period	337	1,210
CASH, end of period	$ 148,562	$ 1,419
Noncash investing and financing activities for the quarter ending June 30:		
Stock issued for convertible notes payable and accrued interest	$ 376,860	$ 15,200

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Interest paid in cash	$ 23,000	$ –
Taxes paid in cash	$ –	$ –

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

DARKPULSE, INC.
Notes to Condensed Financial Statements
(Unaudited)

NOTE 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying unaudited condensed consolidated interim financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim financial statements and do not include all the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements. The information furnished reflects all adjustments, consisting only of normal recurring items which are, in the opinion of management, necessary in order to make the financial statements not misleading. The consolidated financial statements as of December 31, 2020 have been audited by an independent registered public accounting firm. The accounting policies and procedures employed in the preparation of these condensed consolidated financial statements have been derived from the audited financial statements of the Company for the year ended December 31, 2020, which are contained in Form 10-K as filed with the Securities and Exchange Commission on April 15, 2021. The consolidated balance sheet as of December 31, 2020 was derived from those financial statements.

Basis of Presentation and Principles of Consolidation

The consolidated financial statements and accompanying notes are prepared in accordance with generally accepted accounting principles of the United States of America ("U.S. GAAP") and the rules and regulations of the U.S Securities and Exchange Commission for Interim Financial Information. The condensed consolidated financial statements of the Company include the Company and its wholly owned subsidiaries. All intercompany transactions and balances have been eliminated. All adjustments (consisting of normal recurring items) necessary to present fairly the Company's financial position as of June 30, 2021, and the results of operations for three and six months and cash flows for the six months ended June 30, 2021 have been included. The results of operations for the three and six months ended June 30, 2021 are not necessarily indicative of the results to be expected for the full year.

Description of Business

DarkPulse, Inc. ("DPI" or "Company") is a technology-security company incorporated in 1989 as Klever Marketing, Inc. ("Klever"). Its' wholly-owned subsidiary, DarkPulse Technologies Inc. ("DPTI"), originally started as a technology spinout from the University of New Brunswick, Fredericton, Canada. The Company's security and monitoring systems will initially be delivered in applications for border security, pipelines, the oil and gas industry and mine safety. Current uses of fiber optic distributed sensor technology have been limited to quasi-static, long-term structural health monitoring due to the time required to obtain the data and its poor precision. The Company's patented BOTDA dark-pulse sensor technology allows for the monitoring of highly dynamic environments due to its greater resolution and accuracy.

On April 27, 2018, Klever entered into an Agreement and Plan of Merger (the "Merger Agreement" or the "Merger") involving Klever as the surviving parent corporation and acquiring a privately held New Brunswick corporation known as DarkPulse Technologies Inc. as its wholly owned subsidiary. On July 18, 2018, the parties closed the Merger Agreement, as amended on July 7, 2018, and the name of the Company was subsequently changed to DarkPulse, Inc. With the change of control of the Company, the Merger is being be accounted for as a recapitalization in a manner similar to a reverse acquisition.

On July 20, 2018, the Company filed a Certificate of Amendment to its Certificate of Incorporation with the State of Delaware, changing the name of the Company to DarkPulse, Inc. The Company filed a corporate action notification with the Financial Industry Regulatory Authority (FINRA), and the Company's ticker symbol was changed to DPLS.

Going Concern Uncertainty

As shown in the accompanying financial statements, during the six months ended June 30, 2021, the Company did not generate any revenues and reported a net loss of $237,481. As of June 30, 2021, the Company's current liabilities exceeded its current assets by $2,915,206. As of June 30, 2021, the Company had $148,562 of cash.

The Company will require additional funding to finance the growth of our operations and achieve our strategic objectives. These factors, as relative to capital raising activities, create doubt as to our ability to continue as a going concern. We are seeking to raise additional capital and are targeting strategic partners in an effort to accelerate the sales and marketing of our products and begin generating revenues. Our ability to continue as a going concern is dependent upon the success of future capital offerings or alternative financing arrangements, expansion of our operations and generating sales. The accompanying financial statements do not include any adjustments that might be necessary should we be unable to continue as a going concern. Management is actively pursuing additional sources of financing sufficient to generate enough cash flow to fund its operations however, management cannot make any assurances that such financing will be secured.

Use of Estimates

In preparing the consolidated financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the statements of financial condition, and revenues and expenses for the years then ended. Actual results may differ significantly from those estimates. Significant estimates made by management include, but are not limited to, the assumptions used to calculate stock-based compensation, derivative liabilities, preferred deemed dividend and common stock issued for services.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less when acquired to be cash equivalents. The Company places its cash with a high credit quality financial institutions. The Company's account at this institution is insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000. To reduce its risk associated with the failure of such financial institution, the Company evaluates at least annually the rating of the financial institution in which it holds deposits.

Intangible Assets

The Company reviews intangibles held and used for possible impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In evaluating the fair value and future benefits of its intangible assets, management performs an analysis of the anticipated undiscounted future net cash flow of the individual assets over the remaining amortization period. The Company recognizes an impairment loss if the carrying value of the asset exceeds the expected future cash flows.

Foreign Currency Translation

The company translates monetary assets and liabilities (any item paid for or settled in foreign currency) into the United States Dollar at exchange rates prevailing on the balance sheet date. Non-monetary assets and liabilities are translated at the historical rate in effect when the transaction occurred. Revenues and expenses are translated at the spot rate on the date the transaction occurred. Exchange gains and losses from the translation of monetary items are included in unrealized gain/loss on Foreign Exchange as Other Comprehensive Loss.

The following table discloses the dates and exchange rates used for converting Canadian Dollar amounts to U.S. Dollar amounts disclosed in the balance sheet and the statement of operations.

The spot exchange rate between the Canadian Dollar and the U.S. Dollar on, December 31, 2020 closing rate at 1.2754 US$: CAD, average rate at 1.3388 US$: CAD and for the three months ended June 30, 2021 closing rate at 1.2395 US$: CAD, average rate at 1.2249 US$.

Income Taxes

The Company accounts for income taxes in accordance with ASC 740, Accounting for Income Taxes, as clarified by ASC 740-10, Accounting for Uncertainty in Income Taxes. Under this method, deferred income taxes are determined based on the estimated future tax effects of differences between the financial statement and tax basis of assets and liabilities given the provisions of enacted tax laws. Deferred income tax provisions and benefits are based on changes to the assets or liabilities from year to year. In providing for deferred taxes, the Company considers tax regulations of the jurisdictions in which the Company operates, estimates of future taxable income, and available tax planning strategies. If tax regulations, operating results or the ability to implement tax-planning strategies vary, adjustments to the carrying value of deferred tax assets and liabilities may be required. Valuation allowances are recorded related to deferred tax assets based on the "more likely than not" criteria of ASC 740.

ASC 740-10 requires that the Company recognize the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the "more-likely-than-not" threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority.

Accounting for Derivatives

The Company evaluates all of its financial instruments to determine if such instruments are derivatives or contain features that qualify as embedded derivatives. For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value and is then re-valued at each reporting date, with changes in the fair value reported in the statements of operations. For stock-based derivative financial instruments, the Company uses a probability weighted average series Binomial lattice formula pricing models to value the derivative instruments at inception and on subsequent valuation dates.

The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is evaluated at the end of each reporting period. Derivative instrument liabilities are classified in the balance sheet as current or non-current based on whether or not net-cash settlement of the derivative instrument could be required within 12 months of the balance sheet date.

Fair Value of Financial Instruments

The carrying amounts of the Company's financial assets and liabilities, such as cash, prepaid expenses, and accruals approximate their fair values because of the short maturity of these instruments. The Company believes the carrying value of its secured debenture payable approximates fair value because the terms were negotiated at arm's length.

Recent Accounting Pronouncements

There were no new accounting pronouncements issued or proposed by the Financial Accounting Standards Board during the three months ended June 30, 2021, and through the date of filing of this report that the Company believes has had or will have a material impact on its financial position or results of operations, including the recognition of revenue, cash flow, the merger that was consummated on July 18, 2018. The Company has no lease obligations.

Income (Loss) Per Common Share

Basic net income (loss) per share of common stock is computed by dividing net income (loss) by the weighted average number of common shares outstanding during the period. Diluted net income (loss) per share of common stock is computed by dividing net income (loss) by the sum of the weighted average number of common shares outstanding and the dilutive potential common share equivalents outstanding. Potential dilutive common share equivalents consist of shares issuable upon exercise of outstanding convertible preferred stock and stock options.

For the three and six months ended June 30, 2021, there were no stock options outstanding. For the three and six months ended June 30, 2021, common stock equivalents related to convertible preferred stock and convertible debt have not been included in the calculation of diluted loss per common share because they are anti-dilutive. Therefore, basic loss per common share is the same as diluted loss per common share. There are 1,970,029,676 common shares reserved for the potential conversion of the Company's convertible debt.

NOTE 2 - DEBENTURE

DPTI issued a convertible Debenture to the University in exchange for the Patents assigned to the Company, in the amount of Canadian $1,500,000, or US $1,491,923 on December 16, 2010, the date of the Debenture. On April 24, 2017 DPTI issued a replacement secured term Debenture in the same C$1,500,000 amount as the original Debenture. The interest rate is the Bank of Canada Prime overnight rate plus 1% per annum. The Debenture had an initial required payment of Canadian $42,000 (US$33,385) due on April 24, 2018 for reimbursement to the University of its research and development costs, and this has been paid. Interest-only maintenance payments are due annually starting after April 24, 2018. Payment of the principal begins on the earlier of (a) three years following two consecutive quarters of positive earnings before interest, taxes, depreciation and amortization, (b) six years from April 24, 2017, or (c) in the event DPTI fails to raise defined capital amounts or secure defined contract amounts by April 24 in the years 2018, 2019, and 2020. The Company has raised funds in excess of the amount required by April 24, 2018. The principal repayment amounts will be due quarterly over a six-year period in the amount of Canadian Dollars $62,500. Based on the exchange rate between the Canadian Dollar and the U.S. Dollar on June 30, 2021, the quarterly principal repayment amounts will be US$49,750. The Debenture is secured by the Patents assigned by the University to DPTI by an Assignment Agreement on December 16, 2010. DPTI has pledged the Patents, and granted a lien on them pursuant to an Escrow Agreement dated April 24, 2017, between DPTI and the University.

The Debenture was initially recorded at the $1,491,923 equivalent US Dollar amount of Canadian $1,500,000 as of December 16, 2010, the date of the original Debenture. The liability is being adjusted quarterly based on the current exchange value of the Canadian dollar to the US dollar at the end of each quarter. The adjustment is recorded as unrealized gain or loss in the change of the value of the two currencies during the quarter. The amounts recorded as an unrealized loss for the three months ended June 30, 2021 and 2020, were $16,154 and $39,046 respectively. These amounts are included in Accumulated Other Comprehensive Loss in the Equity section of the consolidated balance sheet, and as Unrealized Loss on Foreign Exchange on the consolidated statement of comprehensive loss. The Debenture also includes a provision requiring DPTI to pay the University a two percent (2%) royalty on sales of any and all products or services which incorporate the Patents for a period of five years from April 24, 2018.

For the three months ended June 30, 2021, and 2020, the Company recorded interest expense of $13,463 and $12,255, respectively.

As of June 30, 2021 the debenture liability totaled $1,210,155, all of which was long term.

Future minimum required payments over the next 5 years and thereafter are as follows:

Period ending June 30,	
2022	$ –
2023	–
2024	–
2025	–
2026 and after	1,210,155
Total	$ 1,210,155

NOTE 3 – CONVERTIBLE DEBT SECURITIES

The Company uses the Black-Scholes Model to calculate the derivative value of its convertible debt. The valuation result generated by this pricing model is necessarily driven by the value of the underlying common stock incorporated into the model. The values of the common stock used were based on the price at the date of issue of the debt security as of June 30, 2021. Management determined the expected volatility of 425.68%, a risk-free rate of interest of 0.07%, and contractual lives of the debt varying from six months to two years. The table below details the Company's nine outstanding convertible notes, with totals for the face amount, amortization of discount, initial loss, change in the fair market value, and the derivative liability.

	Face Amount	Debt Discount	Initial Loss	Change in FMV	Derivative Balance 6/30/2021
	$ 90,228	$ –	$ 58,959	$ (51,635)	$ 78,488
	162,150	–	74,429	(84,378)	152,222
	72,488	–	11,381	(6,399)	112,674
	53,397	–	5,651	13,592	94,616
	53,864	–	28,566	(5,860)	69,333
	18,613	–	16,558	(1,142)	13,512
	40,000	–	10,605	(4,416)	51,397
	42,350	22,302	7,350	(4,887)	54,120
	94,200	57,316	19,200	(8,263)	105,683
	76,200	58,036	16,200	(5,915)	86,548
	64,200	49,073	14,200	74,788	74,788
	825,000	779,194	203,500	–	–
Subtotal	1,584,574	965,921	466,599	(235,737)	893,381
Transaction expense	–	–	–	–	–
	$ 1,584,574	$ 965,921	$ 466,599	$ (235,737)	$ 893,381

On April 5, 2021, the Company entered into a securities purchase agreement with Geneva Roth Remark Holdings, Inc. ("Geneva") issuing to Geneva a convertible promissory note in the aggregate principal amount of $64,200 with a $10,700 original issue discount and $3,500 in transactional expenses due to Geneva and its counsel. The note bears interest at 4.5% per annum and may be converted into common shares of the Company's common stock at a conversion price equal to 81% of the lowest two trading prices of the Company's common stock during the 10 prior trading days. The Company received $50,000 net cash.

On April 26, 2021, the Company entered a Securities Purchase Agreement (the "**SPA**") and Registration Rights Agreement (the "**Registration Rights Agreement**") with FIRSTFIRE

GLOBAL OPPORTUNITIES FUND, LLC, a Delaware limited liability company (the "**FirstFire**"), pursuant to which we issued to FirstFire a Convertible Promissory Note in the principal amount of $825,000 (the "**FirstFire Note**"). The SPA closed on April 30, 2021. The purchase price of the FirstFire Note is $ 750,000. The FirstFire Note matures on January 26, 2022 upon which time all accrued and unpaid interest will be due and payable. Interest accrues on the FirstFire Note at 10% per annum guaranteed until the FirstFire Note becomes due and payable, whether at maturity or upon acceleration or by prepayment or otherwise. The FirstFire Note is convertible at any time after 180 days from issuance, upon the election of the FirstFire, into shares of our Common Stock at $0.015 per share. The FirstFire Note is subject to various "Events of Default," which are disclosed in the FirstFire Note. Upon the occurrence of an "Event of Default," the conversion price will become $0.005. In the event of a DTC "chill" on our shares, an additional discount of 10% will apply to the conversion price while the "chill" is in effect. Upon the issuance of the FirstFire Note, we have initially agreed to reserve 550,000,000 shares of Common Stock. In addition, on April 30, 2021, the Company issued 60,000,000 shares of common stock valued at $1,122,000 as compensation for loan acquisition costs, which will be amortized over the life of the note. For the three months ended June 30, 2021, the Company expensed $249,333 to interest expense.

The Registration Rights Agreement provides that the Company shall (i) use its best efforts to file with the Securities and Exchange Commission (the "**Commission**") an S-1 Registration Statement within 90 days of the date of the Registration Rights Agreement to register the shares into which the FirstFire Note is convertible; and (ii) have the Registration Statement declared effective by the Commission within 180 days after the date the Registration Statement is filed with the Commission.

On May 19, 2021, the Company entered into a Stipulation of Settlement with four note holders pursuant to which the Company agreed to pay $173,000 to the note holders.

On June 3, 2021, the Company entered into a Settlement and Mutual Release Agreement with Auctus Fund, LLC (the "Lender"). Pursuant to the Agreement, the Lender agreed to convert the Promissory Note issued on September 25, 2018 by the Company to the Lender in the principal amount of $100,000 (the "Auctus Note") into 12,500,000 shares of the Company's Common stock (the "Shares") as consideration for full and complete satisfaction of and settlement of the Auctus Note, which also terminates all obligations owing under both the Auctus Note and the corresponding Securities Purchase Agreement dated September 25, 2018 between the Company and the Lender. The Lender also agreed to limit the resales of the Shares in the public market to no more than 2,500,000 shares per calendar week until all of the Shares have been sold.

As of June 30, 2021 and 2020 respectively, there was 1,584,574 and $1,072,663 of convertible debt outstanding, net of debt discount of $965,921, and $1,313, As of June 30, 2021 and 2020 respectively, there was derivative liability of $893,381 and $1,232,344 related to convertible debt securities.

NOTE 4 - STOCKHOLDERS' DEFICIT

As of June 30, 2021, there were 4,770,327,191 shares of common stock and 88,235 shares of preferred stock issued and outstanding.

NOTE 5 - COMMITMENTS & CONTINGENCIES

Potential Royalty Payments

The Company, in consideration of the terms of the debenture to the University of New Brunswick, shall pay to the University a two percent royalty on sales of any and all products or services which incorporate the Company's patents for a period of five years from April 24, 2018.

Legal Matters
Carebourn Capital, L.P.

On January 29, 2021, Carebourn Capital, L.P. ("**Carebourn**") commenced suit against the Company in the 4th Judicial District (Hennepin County District Court) (Minnesota), alleging the Company breached the terms and conditions of two convertible promissory notes and accompanying securities purchase agreements Carebourn and the Company entered into on July 17, 2018 and July 24, 2018, respectively.

Also on January 29, 2021, Carebourn moved for a temporary injunction to enjoin the Company from transferring any shares of its common stock to any third parties. Following submission of briefing by both parties and oral arguments on Carebourn's motion, on March 17, 2021, the Court denied Carebourn's motion for a temporary injunction.

On April 14, 2021, Carebourn filed an amended complaint and asserted new claims. On May 13, 2021, the Company filed a motion to dismiss Carebourn's amended complaint, arguing that Carebourn is conducting itself as an unregistered dealer, in violation of Section 15(a) of the Securities and Exchange Act of 1934 (the "**Act**"), and, pursuant to Section 29(b) of the Act, the Company is entitled to have all contracts arising under the unlawful securities transaction declared void ab initio and seek rescissionary damages for any unlawful securities transactions effected by Carebourn.

As of the date hereof, a ruling has not been issued on the foregoing motions to dismiss filed by the Company and other defendants. Furthermore, as of the date hereof, the Company and Carebourn are conducting discovery. The Company intends to defend itself against the allegations asserted in Carebourn's amended complaint and interpose the defenses provided under the Act, including but not limited to asserting that Carebourn is an unregistered dealer acting in violation of Section 15(a) and, pursuant to Section 29(b), the Company interposing its right to rescind the unlawful securities contracts in their entirety and, furthermore, seek rescissionary damages for any unlawful securities transactions effected by Carebourn. The Company contends that its arguments are brought in good faith, particularly in light of recent SEC enforcement actions and the SEC's ongoing investigation against Carebourn, among other parties, for violations of federal securities laws, including violations of Section 15(a) of the Act. See U.S. Securities and Exchange Commission v. Carebourn Capital, LP et al, Case No. 1:20-cv-07162 (N.D. Ill.).

Former Darkpulse Officers

On June 10, 2021, Stephen Goodman, Mark Banash, and David Singer (the "**Former Officers**"), all former officers and employees of the Company, commenced suit against the Company in Arizona Superior Court, Maricopa County. The complaint alleges the Company breached the rights of the Former Officers in connection with Series D preferred stock issued to the Former Officers. The Company intends to defend itself against the allegations asserted in the Former Officers' complaint. if the case progresses the Company will file countersuits against all plaintiffs.

More Capital, LLC

On June 29, 2021, More Capital, LLC ("**More**") commenced suit against the Company, et al., in the 4th Judicial District (Hennepin County District Court) (Minnesota), alleging the Company breached the terms and conditions of a convertible promissory note and accompanying securities purchase agreement More and the Company entered into on August 20, 2018.

On July 20, 2018, the Company filed a motion to dismiss More's complaint, arguing that the claims asserted against the Company fail to state a claim upon which relief can be granted.

The Company intends to defend itself against the allegations asserted in More's complaint and interpose the defenses provided under the Act, including but not limited to asserting that More is an unregistered dealer acting in violation of Section 15(a) of the Act and, pursuant to Section 29(b) of the Act, the Company interposing its right to rescind the unlawful securities contracts in their entirety and, furthermore, seek rescissionary damages for any unlawful securities transactions effected by More. The Company contends that its arguments are brought in good faith, particularly in light of recent SEC enforcement actions and the SEC's ongoing investigation against More, among other parties, for violations of federal securities laws, including violations of Section 15(a) of the Act. See U.S. Securities and Exchange Commission v. Carebourn Capital, LP et al, Case No. 1:20-cv-07162 (N.D. Ill.).

From time to time, we may become involved in litigation relating to claims arising out of our operations in the normal course of business. We are not currently involved in any pending legal proceeding or litigation and, to the best of our knowledge, no governmental authority is contemplating any proceeding to which we are a party or to which any of our properties is subject, which would reasonably be likely to have a material adverse effect on our business, financial condition and operating results.

COVID-19

On March 11, 2020, the World Health Organization announced that infections of the novel Coronavirus (COVID-19) had become pandemic, and on March 13, the U.S. President announced a National Emergency relating to the disease. There is a possibility of continued widespread infection in the United States and abroad, with the potential for catastrophic impact. National, state and local authorities have required or recommended social distancing and imposed or are considering quarantine and isolation measures on large portions of the population, including mandatory business closures. These measures, while intended to protect human life, are expected to have serious adverse impacts on domestic and foreign economies of uncertain severity and duration. Some economists are predicting the United States will soon enter a recession. The sweeping nature of the coronavirus pandemic makes it extremely difficult to predict how the Company's business and operations will be affected in the longer run, but we expect that it may materially affect our business, financial condition and results of operations. The extent to which the coronavirus impacts our results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the coronavirus and the actions to contain the coronavirus or treat its impact, among others. Moreover, the coronavirus outbreak has begun to have indeterminable adverse effects on general commercial activity and the world economy, and our business and results of operations could be adversely affected to the extent that this coronavirus or any other epidemic harms the global economy generally and/or the markets in which we operate specifically. Any of the foregoing factors, or other cascading effects of the coronavirus pandemic that are not currently foreseeable, could materially increase our costs, negatively impact our revenues and damage the Company's results of operations and its liquidity position, possibly to a significant degree. The duration of any such impacts cannot be predicted.

NOTE 6 – INTANGIBLE ASSETS

Intangible Assets - Intrusion Detection Intellectual Property

The Company relies on patent laws and restrictions on disclosure to protect its intellectual property rights. As of June 30, 2021, the Company held 3 U.S. and foreign patents on its intrusion detection technology, which expire in calendar years 2025 through 2034 (depending on the payment of maintenance fees).

The DPTI issued patents cover a System and Method for Brillouin Analysis, a System and Method for Resolution Enhancement of a Distributed Sensor, and a Flexible Fiber Optic Deformation System Sensor and Method. Maintenance of intellectual property rights and the protection thereof is important to our business. Any patents that may be issued may not sufficiently protect the Company's intellectual property and third parties may challenge any issued patents. Other parties may independently develop similar or competing technology or design around any patents that may be issued to the Company. The Company cannot be certain that the steps it has taken will prevent the misappropriation of its intellectual property, particularly in foreign countries where the laws may not protect proprietary rights as fully as in the United States. Further, the Company may be required to enforce its intellectual property or other proprietary rights through litigation, which, regardless of success, could result in substantial costs and diversion of management's attention. Additionally, there may be existing patents of which the Company is unaware that could be pertinent to its business, and it is not possible to know whether there are patent applications pending that the Company's products might infringe upon, since these applications are often not publicly available until a patent is issued or published.

For the three months ended June 30, 2021 and 2020, the Company amortized $12,757 and $12,757, respectively. Future amortization of intangible assets is as follows:

2021	$	25,514
2022		51,028
2023		51,028
2024		51,028
2025		51,028
Thereafter		138,850
	$	368,476

NOTE 7 – RELATED PARTY TRANSACTIONS

The Company follows subtopic 850-10 of the FASB Accounting Standards Codification for the identification of related parties and disclosure of related party transactions. Pursuant to Section 850-10-20 the related parties include a) affiliates of the Company; b) Entities for which investments in their equity securities would be required, absent the election of the fair value option under the Fair Value Option Subsection of Section 825-10-15, to be accounted for by the equity method by the investing entity; c) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; d) principal owners of the Company; e) management of the Company; f) other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and g) Other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests. The financial statements shall include disclosures of material related party transactions, other than compensation arrangements, expense allowances, and other similar items in the ordinary course of business. However, disclosure of transactions that are eliminated in the preparation of consolidated or combined financial statements is not required in those statements. The disclosures shall include: a) the nature of the relationship(s) involved; b) a description of the transactions, including transactions to which no amounts or nominal amounts were ascribed, for each of the periods for which income statements are presented, and such other information deemed necessary to an understanding of the effects of the transactions on the financial statements; c) the dollar amounts of transactions for each of the periods for which income statements are presented and the effects of any change in the method of establishing the terms from that used in the preceding period; and d) amounts due from or to related parties as of the date of each balance sheet presented and, if not otherwise apparent, the terms and manner of settlement.

During the three months ended June 30, 2021 and 2020, the Company's Chief Executive Officer advanced personal funds in the amount of $0 and $33,820 for Company expenses. As of June 30, 2021, the Company's Chief Executive Officer is owed a total of $98,930 for advanced personal funds.

NOTE 8 – PREFERRED STOCK

In accordance with the Company's Certificate of Incorporation, the Company has authorized a total of 2,000,000 shares of preferred stock, par value $0.01 per share, for all classes. As of June 30, 2021, and December 31, 2020, there were 88,235 total preferred shares issued and outstanding for all classes.

During the three months ended June 30, 2021, the Company issued no shares of preferred stock.

NOTE 9 – COMMON STOCK

In accordance with the Company's bylaws, the Company has authorized a total of 20,000,000,000 shares of common stock, par value $0.0001 per share. As of June 30, 2021 and December 31, 2020, there were 4,770,327,191 and 4,088,762,156 common shares issued and outstanding.

During the three months ended June 30, 2021, the Company issued the following shares of common stock:

On April 15, 2021, the Company issued an aggregate of 8,065,040 shares of common stock upon the conversion of convertible debt, as issued on October 7, 2020, in the amount of $47,850 and interest of $2,153.25.

On April 30, 2021, the Company issued 60,000,000 shares of common stock as compensation for loan acquisition costs associated with the note issued on the same date for the amount of $825,000.

On June 4, 2021, the Company issued an aggregate of 12,500,000 shares of common stock upon the conversion of convertible debt, as issued on September 25, 2018, in the amount of $76,656.83 and interest of $260.61.

NOTE 10 – STOCK OPTIONS

During the three months ended June 30, 2021, the Company did not issue any stock options and had no stock options outstanding at June 30, 2021.

NOTE 11 – SUBSEQUENT EVENTS

The Company evaluated events occurring after the date of the accompanying unaudited condensed consolidated balance sheets through the date the financial statements were issued and has identified the following subsequent events that it believes require disclosure:

On July 12, 2021, the Company issued an aggregate of 1,784,146 shares of common stock upon the conversion of convertible debt, as issued on January 12, 2021, in the amount of $42,350.

On July 14, 2021, the Company issued an aggregate of 45,037,115 shares of common stock upon the conversion of convertible debt, as issued on October 7, 2020, in the amount of $93,864 and interest of $26,246.

On July 14, 2021, the Company entered a Securities Purchase Agreement (the "**GS SPA**") with GS Capital Partners, LLC (the "Lender"), pursuant to which the Company issued to the Lender a 6% Redeemable Note in the principal amount of $2,000,000 (the "Note"). The purchase price of the Note is $1,980,000. The Note matures on July 14, 2022 upon which time all accrued and unpaid interest will be due and payable. Interest accrues on the Note at 6% per annum until the Note becomes due and payable. The Note is subject to various "Events of Default," which are disclosed in the Note. Upon the occurrence of an "Event of Default," the interest rate on the Note will be 18%. The Note is not convertible into shares of the Company's Common Stock and is not dilutive to existing or future shareholders and the Company plans on using a portion of the proceeds of the Note to retire existing convertible debt.

On July 19, 2021, the Company issued an aggregate of 2,898,382 shares of common stock upon the conversion of convertible debt, as issued on October 7, 2020, in the amount of $10,497 and interest of $6,748.

On August 3, 2021, the Company entered into an Engagement Agreement and Terms and Conditions (the "Agreement") with Energy & Industrial Advisory Partners, LLC ("EIAP"). Pursuant to the Agreement, the Company has engaged EIAP to serve as an advisor to the Company in the proposed transaction for agreed target company or any of its subsidiaries and/or the whole or any part of its or their business or assets (the "Transaction"). EIAP will receive a monthly retainer of $10,000 per month payable upon receipt of an invoice. EIAP will also receive a consulting bonus fee of $350,000 payable upon completion of the Transaction. In the event of successful completion of the Transaction as a result of EIAP's involvement, EIAP agrees to deduct the total retainer fee from the consulting bonus fee. The Agreement may be terminated, with or without cause, by either party upon ten days' written prior notice thereof to the other party. If (a) during the term of the Agreement, or (b) within two years following the date of the Agreement's termination by the Company (provided that such two-year period shall be extended by the same period of time that the Company takes to settle in full all fees, expenses and/or outlays due or to become due to EIAP as at the date of the Agreement's termination), the Company completes a transaction with the target company or a similar transaction to the Transaction, then the Company shall pay the consulting bonus fee at the completion of the transaction.

On August 9, 2021, the Company entered into a Share Purchase Agreement with Optilan Guernsey Limited and Optilan Holdco 2 Limited (the "Sellers"), pursuant to which the Company purchased from the Sellers all of the issued and outstanding equity interests of Optilan HoldCo 3 Limited, a private company incorporated in England and Wales ("Optilan") for £1.00 and also a commitment to enter into the Subscription (as defined below). As of August 9, 2021, the Company owns all of the equity interests of Optilan.

On August 9, 2021, the Company entered into a Subscription Agreement (the "Subscription") with Optilan, pursuant to which the Company agreed to purchase an aggregate of 4,000,000 Ordinary Shares of Optilan (the "Shares") for an aggregate purchase price of £4,000,000.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

This Management's Discussion and Analysis of Financial Condition and Results of Operations contain certain forward-looking statements. Historical results may not indicate future performance. Our forward-looking statements reflect our current views about future events; are based on assumptions and are subject to known and unknown risks and uncertainties that could cause actual results to differ materially from those contemplated by these statements. Factors that may cause differences between actual results and those contemplated by forward-looking statements include, but are not limited to, those discussed in the "Risk Factors" section of our Annual Report on Form 10-K for the year ended December 31, 2020. We undertake no obligation to publicly update or revise any forward-looking statements, including any changes that might result from any facts, events, or circumstances after the date hereof that may bear upon forward-looking statements. Furthermore, we cannot guarantee future results, events, levels of activity, performance, or achievements

Critical Accounting Policies

The following discussions are based upon our financial statements and accompanying notes, which have been prepared in accordance with accounting principles generally accepted in the United States.

The preparation of these financial statements requires management to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures of contingencies. We continually evaluate the accounting policies and estimates used to prepare the financial statements. We base our estimates on historical experiences and assumptions believed to be reasonable under current facts and circumstances. Actual amounts and results could differ from these estimates made by management.

Background

DarkPulse, Inc., a Delaware corporation (the "**Company**"), is a technology-security company created to develop, market, and distribute a full suite of engineering, monitoring, installation and security management solutions for critical infrastructure/key resources to both industries and governments. Coupled with our patented BOTDA dark-pulse technology (the "**DarkPulse Technology**"), DarkPulse provides its customers a comprehensive data stream of critical metrics for assessing the health and security of their infrastructure. Our comprehensive system provides for rapid, precise analysis and responsive activities predetermined by the end-user customer. Our activities since inception have consisted of developing various solutions, obtaining patents and trademarks related to its technology, raising capital, creating key partnerships to expand our suite of products and services. Our activities have evolved to a sales-focused mission since the successful completion of our BOTDA system in December 2020.

Recent Events

Financings

On January 4, 2021, we entered into a securities purchase agreement with Geneva Roth Remark Holdings, Inc. ("**Geneva**") issuing to Geneva a convertible promissory note in the aggregate principal amount of $42,350 with a $3,850 original issue discount and $3,500 in transactional expenses due to Geneva and its counsel. The note bears interest at 8% per annum and may be converted into common shares of the Company's common stock at a conversion price equal to 70% of the lowest trading price of our common stock during the 20 prior trading days. We received $35,000 net cash.

On February 3, 2021, we entered into a securities purchase agreement with Geneva issuing to Geneva a convertible promissory note in the aggregate principal amount of $94,200 with a $15,700 original issue discount and $3,500 in transactional expenses due to Geneva and its counsel. The note bears interest at 4.5% per annum and may be converted into common shares of our common stock at a conversion price equal to 81% of the lowest two trading prices of our common stock during the 10 prior trading days. We received $75,000 net cash.

On February 18, 2021, we entered into a securities purchase agreement with Geneva issuing to Geneva a convertible promissory note in the aggregate principal amount of $76,200 with a $12,700 original issue discount and $3,500 in transactional expenses due to Geneva and its counsel. The note bears interest at 4.5% per annum and may be converted into common shares of our common stock at a conversion price equal to 81% of the lowest two trading prices of our common stock during the 10 prior trading days. We received $60,000 net cash.

On April 5, 2021, the Company entered into a securities purchase agreement with Geneva Roth issuing to Geneva a convertible promissory note in the aggregate principal amount of $64,200 with a $10,700 original issue discount and $3,500 in transactional expenses due to Geneva and its counsel. The note bears interest at 4.5% per annum and may be converted into common shares of the Company's common stock at a conversion price equal to 81% of the lowest 2 trading prices of the Company's common stock during the 10 prior trading days. The Company received $50,000 net cash.

On April 26, 2021, we entered a Securities Purchase Agreement (the "**SPA**") and Registration Rights Agreement (the "**Registration Rights Agreement**") with FIRSTFIRE GLOBAL OPPORTUNITIES FUND, LLC, a Delaware limited liability company (the "**FirstFire**"), pursuant to which we issued to FirstFire a Convertible Promissory Note in the principal amount of $825,000 (the "**FirstFire Note**"). The purchase price of the FirstFire Note is $750,000. The FirstFire Note matures on January 26, 2022 upon which time all accrued and unpaid interest will be due and payable. Interest accrues on the FirstFire Note at 10% per annum guaranteed until the FirstFire Note becomes due and payable, whether at maturity

or upon acceleration or by prepayment or otherwise. The FirstFire Note is convertible at any time after 180 days from issuance, upon the election of the FirstFire, into shares of our Common Stock at $0.015 per share. The FirstFire Note is subject to various "Events of Default," which are disclosed in the FirstFire Note. Upon the occurrence of an "Event of Default," the conversion price will become $0.005. In the event of a DTC "chill" on our shares, an additional discount of 10% will apply to the conversion price while the "chill" is in effect. Upon the issuance of the FirstFire Note, we have initially agreed to reserve 550,000,000 shares of Common Stock.

The Registration Rights Agreement provides that we shall (i) use our best efforts to file with the Commission an S-1 Registration Statement within 90 days of the date of the Registration Rights Agreement to register the shares into which the FirstFire Note is convertible; and (ii) have the Registration Statement declared effective by the Commission within 180 days after the date the Registration Statement is filed with the Commission.

On July 14, 2021, the Company entered a Securities Purchase Agreement with GS Capital Partners, LLC (the "Lender"), pursuant to which the Company issued to the Lender a 6% Redeemable Note in the principal amount of $2,000,000 (the "Note"). The purchase price of the Note is $1,980,000. The Note matures on July 14, 2022 upon which time all accrued and unpaid interest will be due and payable. Interest accrues on the Note at 6% per annum until the Note becomes due and payable. The Note is subject to various "Events of Default," which are disclosed in the Note. Upon the occurrence of an "Event of Default," the interest rate on the Note will be 18%. The Note is not convertible into shares of the Company's Common Stock and is not dilutive to existing or future shareholders and the Company plans on using a portion of the proceeds of the Note to retire existing convertible debt.

Partnerships

We have entered into a consulting agreement with the Bachner Group to assist in the successful transformation from an R&D focused company to a sales-focused company, and assist us with federal contract opportunities.

We have entered into a partnership with Remote Intelligence to expand our service offerings to include "eye in the sky" drone capabilities.

We have entered into a partnership with Unleash Live to expand our service offerings to include AI enhanced image evaluation and secure private networking capabilities.

We continue to evaluate partnership and licensing opportunities we deem important to our transformation to a sales-focused company.

Going Concern Uncertainty

As shown in the accompanying financial statements, during the six months ended June 30, 2021, the Company did not generate any revenues and reported a net loss of $237,481. As of June 30, 2021, the Company's current liabilities exceeded its current assets by $2,915,206. As of June 30, 2021, the Company had $148,562 of cash.

We will require additional funding to finance the growth of our operations and achieve our strategic objectives. These factors, as relative to capital raising activities, create doubt as to our ability to continue as a going concern. We are seeking to raise additional capital and are targeting strategic partners in an effort to accelerate the sales and marketing of our products and begin generating revenues. Our ability to continue as a going concern is dependent upon the success of future capital offerings or alternative financing arrangements, expansion of our operations and generating sales. The accompanying financial statements do not include any adjustments that might be necessary should we be unable to continue as a going concern. Management is actively pursuing additional sources of financing sufficient to generate enough cash flow to fund its operations; however, management cannot make any assurances that such financing will be secured.

Results of Operations

Revenues

To date, the Company has not generated any operating revenues.

Operating Expenses

General and administrative expenses for three months ended June 30, 2021 increased by $50,455 to $95,165 from $44,710 for the three months ended June 30, 2020.

General and administrative expenses for six months ended June 30, 2021 increased by $38,582 to $124,853 from $86,271 for the six months ended June 30, 2020.

Legal expenses for three months ended June 30, 2021, increased by $102,434 to $146,619 from $44,185 for the three months ended June 30, 2020. The increase is related to legal expenses associated with the increase in litigation.

Legal expenses for six months ended June 30, 2021, increased by $172,675 to $220,972 from $48,297 for the six months ended June 30, 2020. The increase is related to legal expenses associated with the increase in litigation.

Amortization of patents expense for three months ended June 30, 2021, remained the same at $12,757 for the three months ended June 30, 2020.

Other Income (Expense)

Interest expense was $318,921 and $25,154 for the three months ended June 30, 2021 and 2020, respectively. This $293,767 increase is primarily related to the increase in non-cash expenses related to notes payable issued in 2021.

Interest expense was $350,584 and $60,524 for the six months ended June 30, 2021 and 2020, respectively. This $290,060 increase is primarily related to the increase in non-cash expenses related to notes payable issued in 2021

Gain on convertible notes expense was $138,615 for the three months ended June 30, 2021.

The gain on the change in fair market value of derivative liabilities was $358,440 for the three months ended June 30, 2021.

Gain on convertible notes expense was $308,896 for the six months ended June 30, 2021. The gain on the change in fair market value of derivative liabilities was $327,496 for the six months ended June 30, 2021.

Provision for Income Taxes

The provision for income taxes was $0 and $0 for the three months ended June 30, 2021 and 2020, respectively.

Net Income (Loss)

As a result of the above, we reported a net loss of $185,607 for the three months ended June 30, 2021 compared to a net loss of $140,240 for the three months ended June 30, 2020.

Additionally, as a result of the above, we reported a net loss of $237,481 for the six months ended June 30, 2021 compared to a net loss of $214,538 for the six months ended June 30, 2020.

Liquidity and Capital Resources

We require working capital to fund the continued development and commercialization of our proprietary fiber optic sensing devices, and for operating expenses. During the three months ended June 30, 2021, we had $889,200 in new cash proceeds compared to the three months ended June 30, 2020, when we had no new cash proceeds.

As of June 30, 2021, we had cash of $148,562, compared to $337 as of December 31, 2020. As of June 30, 2021, our current liabilities exceeded our current assets by $2,915,206.

Cash Flows from Operating Activities

During the six months ended June 30, 2021, net cash provided by operating activities was $712,611, resulting from our net loss of $237,481 and an increase in expenses related to our convertible notes payables, including amortization of debt discount of $171,554, decrease in derivative liability of $327,496, decrease in accounts payable of $148,344 and an increase in accrued liabilities of $34,759.

By comparison, during the six months ended June 30, 2020, net cash provided by operating activities was $5,180, resulting from our net loss of $214,539 and an increase in expenses related to our convertible notes payables, including amortization of debt discount of $38,101, decrease in derivative liability of $43,169, increase in accounts payable of $140,423 and accrued liabilities of $68,749.

Cash Flows from Investing Activities

During the six months ended June 30, 2021, we had net cash used in investing activities of $87,864. During the six months ended June 30, 2020, we had net cash used in investing activities of $4,969.

Cash Flows from Financing Activities

During the six months ended June 30, 2020, net cash provided by financing activities was $952,700, comprised of proceeds from the issuance of convertible debt in the amount of $1,102,700, offset by payments on convertible debt of $150,000. During the six months ended June 30, 2020, we had no net cash provided by or used in financing activities.

Factors That May Affect Future Results

Management's Discussion and Analysis contains information based on management's beliefs and forward-looking statements that involve a number of risks, uncertainties, and assumptions. There can be no assurance that actual results will not differ materially from the forward-looking statements as a result of various factors, including but not limited to, our ability to obtain the equity funding or borrowings necessary to market and launch our products, our ability to successfully serially produce and market our products; our success establishing and maintaining collaborative licensing and supplier arrangements; the acceptance of our products by customers; our continued ability to pay operating costs; our ability to meet demand for our products; the amount and nature of competition from our competitors; the effects of technological changes on products and product demand; and our ability to successfully adapt to market forces and technological demands of our customers.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future material effect on our consolidated financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity capital expenditures or capital resources.

Recent Accounting Pronouncements

We have provided a discussion of recent accounting pronouncements in Note 1 to the Condensed Financial Statements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

As a smaller reporting company, we have elected not to provide the disclosure required by this item.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

We have established disclosure controls and procedures that are designed to ensure that information required to be disclosed in reports filed or submitted under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Commission and, as such, is accumulated and communicated to our Chief Executive Officer, Dennis O'Leary, who serves as our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure. Mr. O'Leary, evaluated the effectiveness of our disclosure controls and procedures, as defined in Rule 13a-15(e) of the Exchange Act, as of June 30, 2021. Based on his evaluation, Mr. O'Leary concluded that our disclosure controls and procedures were effective as of June 30, 2021.

Changes in Internal Control Over Financial Reporting

There has been no change in our internal control over financial reporting, as defined in Rules 13a-15(f) of the Exchange Act, during the quarter ended June 30, 2021, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

Carebourn Capital, L.P.

On January 29, 2021, Carebourn Capital, L.P. ("**Carebourn**") commenced suit against the Company in the 4th Judicial District (Hennepin County District Court, Minnesota), alleging the Company breached the terms and conditions of two convertible promissory notes and accompanying securities purchase agreements Carebourn and the Company entered into on July 17, 2018 and July 24, 2018, respectively.

Also on January 29, 2021, Carebourn moved for a temporary injunction to enjoin the Company from transferring any shares of its common stock to any third parties. Following submission of briefing by both parties and oral arguments on Carebourn's motion, on March 17, 2021, the Court denied Carebourn's motion for a temporary injunction.

On April 14, 2021, Carebourn filed an amended complaint and asserted new claims. On May 13, 2021, the Company filed a motion to dismiss Carebourn's amended complaint, arguing that Carebourn is conducting itself as an unregistered dealer, in violation of Section 15(a) of the Securities and Exchange Act of 1934 (the "**Act**"), and, pursuant to Section 29(b) of the Act, the Company is entitled to have all contracts arising under the unlawful securities transaction declared void ab initio and seek rescissionary damages for any unlawful securities transactions effected by Carebourn.

As of the date hereof, a ruling has not been issued on the foregoing motions to dismiss filed by the Company and Standard Registrar and Transfer Company, Inc., and the Company and Carebourn are conducting discovery. The Company intends to defend itself against the allegations asserted in Carebourn's amended complaint and interpose the defenses provided under the Act, including but not limited to asserting that Carebourn is an unregistered dealer acting in violation of Section 15(a) and, pursuant to Section 29(b), the Company interposing its right to rescind the unlawful securities contracts in their entirety and, furthermore, seek rescissionary damages for any unlawful securities transactions effected by Carebourn.

Former DarkPulse Officers

On June 10, 2021, Stephen Goodman, Mark Banash, and David Singer (the "**Former Officers**"), all former officers and employees of the Company, commenced suit against the Company in Arizona Superior Court, Maricopa County. The complaint alleges the Company breached the rights of the Former Officers in connection with Series D preferred stock issued to the Former Officers. The Company intends to defend itself against the allegations asserted in the Former Officers' complaint. If the case progresses, then the Company will file countersuits against all plaintiffs.

More Capital, LLC

On June 29, 2021, More Capital, LLC ("**More**") commenced suit against the Company, et al., in the 4th Judicial District (Hennepin County District Court, Minnesota), alleging the Company breached the terms and conditions of a convertible promissory note and accompanying securities purchase agreement that More and the Company entered into on August 20, 2018.

On July 20, 2021, the Company filed a motion to dismiss More's complaint, arguing that the claims asserted against the Company fail to state a claim upon which relief can be granted.

The Company intends to defend itself against the allegations asserted in More's complaint and interpose the defenses provided under the Act, including but not limited to asserting that More is an unregistered dealer acting in violation of Section 15(a) of the Act and, pursuant to Section 29(b) of the Act, the Company interposing its right to rescind the unlawful securities contracts in their entirety and, furthermore, seek rescissionary damages for any unlawful securities transactions effected by More.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Convertible Promissory Notes

On April 5, 2021, we entered into a securities purchase agreement with Geneva issuing to Geneva a convertible promissory note in the aggregate principal amount of $64,200 with a $10,700 original issue discount and $3,500 in transactional expenses due to Geneva and its counsel. The note bears interest at 4.5% per annum and may be converted into common shares of our common stock at a conversion price equal to 81% of the lowest two trading prices of our common stock during the 10 prior trading days. We received $50,000 net cash.

On April 26, 2021, we entered the SPA and Registration Rights Agreement with FirstFire, pursuant to which we issued to FirstFire the FirstFire Note. The purchase price of the FirstFire Note is $750,000. The FirstFire Note matures on January 26, 2022 upon which time all accrued and unpaid interest will be due and payable. Interest accrues on the FirstFire Note at 10% per annum guaranteed until the FirstFire Note becomes due and payable, whether at maturity or upon acceleration or by prepayment or otherwise. The FirstFire Note is convertible at any time after 180 days from issuance, upon the election of the FirstFire, into shares of our Common Stock at $0.015 per share. The FirstFire Note is subject to various "Events of Default," which are disclosed in the FirstFire Note. Upon the occurrence of an "Event of Default," the conversion price will become $0.005. In the event of a DTC "chill" on our shares, an additional discount of 10% will apply to the conversion price while the "chill" is in effect. Upon the issuance of the FirstFire Note, we have initially agreed to reserve 550,000,000 shares of Common Stock.

In addition, on April 30, 2021, we issued to FirstFire 60,000,000 shares of common stock valued at $1,122,000 as compensation for loan acquisition costs.

On June 3, 2021, we entered into a Settlement and Mutual Release Agreement with Auctus Fund, LLC (the "Auctus"). Pursuant to the Agreement, Auctus agreed to convert the Promissory Note issued on September 25, 2018 in the principal amount of $100,000 into 12,500,000 shares of our Common Stock as consideration for full and complete satisfaction of and settlement of the note, which also terminated all obligations owing under both the note and the corresponding Securities Purchase Agreement dated September 25, 2018. Auctus also agreed to limit the resales of the shares in the public market to no more than 2,500,000 shares per calendar week until all of the shares have been sold.

These securities were issued without registration under the Securities Act by reason of the exemption from registration afforded by the provisions of Section 4(a)(2) thereof, and Rule 506(b) promulgated thereunder, as a transaction by an issuer not involving any public offering. No selling commissions were paid in connection with the issuances of these securities.

Convertible Promissory Note Conversions

On April 15, 2021, we issued an aggregate of 8,065,040 shares of common stock upon the conversion of convertible debt, as issued on October 7, 2020, in the amount of $47,850 and interest of $2,153.

On June 4, 2021, we issued an aggregate of 12,500,000 shares of common stock upon the conversion of convertible debt, as issued on September 25, 2018, in the amount of $76,657 and interest of $261.

The securities were issued without registration under the Securities Act by reason of the exemption from registration afforded by the provisions of Section 4(a)(2) thereof, and Rule 506(b) promulgated thereunder, as a transaction by an issuer not involving any public offering. No selling commissions were paid in connection with the issuance of the securities.

Item 6. Exhibits

SEC Ref. No.	Title of Document
4.1 *	Convertible Promissory Note Issued as of April 26, 2021 to FIRSTFIRE GLOBAL OPPORTUNITIES FUND, LLC
10.1*	Securities Purchase Agreement dated as of April 26, 2021 with FIRSTFIRE GLOBAL OPPORTUNITIES FUND, LLC
10.2 *	Registration Rights Agreement dated April 26, 2021 to FIRSTFIRE GLOBAL OPPORTUNITIES FUND, LLC
10.3*	Heads of Terms with Remote Intelligence LLC and Unleash Live, Inc. dated May 10, 2021
10.4*	Consulting Agreement with Dr. Joseph Catalino Jr. dated May 17, 2021
10.5*	Settlement and Mutual Release Agreement with Auctus Fund, LLC dated June 3, 2021
10.6*	Letter of Intent with Remote Intelligence, Limited Liability Company dated June 8, 2021
10.7*	Letter of Intent with Wildlife Specialists, LLC dated June 8, 2021
10.8*	Teaming Agreement with Crae-Con Construction Inc. dated June 22, 2021
10.9*	Teaming Agreement with SurSafe LLC dated June 24, 2021
10.10*	Letter of Intent with TerraData Unmanned, PLLC dated June 25, 2021
31.1*	Rule 13a-14(a) Certification by Principal Executive and Financial Officer
32.1**	Section 1350 Certification of Principal Executive and Financial Officer
101.INS	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted in IXBRL, and included in exhibit 101).

*Filed with this Report.
**Furnished with this Report.

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.

DarkPulse, Inc.

Date: August 16, 2021

By /s/ Dennis O'Leary

Dennis O'Leary, Chairman, Chief Executive Officer, President, Chief Financial Officer
(Principal Executive Officer and Principal Financial Officer)

Exhibit 4.1

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE 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 (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT OR OTHER APPLICABLE EXEMPTION. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Principal Amount: $825,000.00 **Issue Date: April 26, 2021**
Actual Amount of Purchase Price: $750,000.00

CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, **DARKPULSE, INC.**, a Delaware corporation (hereinafter called the "Borrower"), hereby promises to pay to the order of **FIRSTFIRE GLOBAL OPPORTUNITIES FUND LLC**, a Delaware limited liability company, or registered assigns (the "Holder"), in the form of lawful money of the United States of America, the principal sum of up to $825,000.00 (the "Principal Amount") (subject to adjustment herein), with a purchase price of $750,000.00 (the "Consideration") hereof plus an original issue discount in the amount of $75,000.00 (the "OID"), and to pay interest on the Principal Amount under this Note at the rate of ten percent (10%) (the "Interest Rate") per annum guaranteed from the date that the amount of Consideration is fully funded in accordance with the terms of this Note until the same becomes due and payable, whether at maturity or upon acceleration or by prepayment or otherwise, as further provided herein with the understanding that the first nine (9) months of interest (equal to $61,875.00) shall be guaranteed and earned in full as of the Issue Date.. The maturity date for this Note shall be nine (9) months from the issue date ("Maturity Date"), and is the date upon which the principal sum as well as any accrued and unpaid interest and other fees shall be due and payable. Notwithstanding any other provision of this Note or any related transaction documents, Borrower may prepay this Note only pursuant to Section 1.9 hereof.

It is further acknowledged and agreed that the Principal Amount owed by Borrower under this Note shall be increased by the amount of all expenses up to a maximum of $500 incurred by the Holder relating to any conversion of this Note into shares of Common Stock. All such expenses shall be deemed added to the Principal Amount hereunder to the extent such expenses are paid by the Holder.

Interest shall commence accruing on the date that the Note is issued and shall be computed on the basis of a 365-day year and the actual number of days elapsed. Any Principal Amount or interest on this Note which is not paid when due shall bear interest at the rate the lesser of (a) twenty percent (20%) per annum from the due date thereof until the same is paid ("Default Interest"); or (b) the maximum rate allowed by law.

All payments due hereunder (to the extent not converted into shares of common stock of the Borrower (the "Common Stock") in accordance with the terms hereof) shall be made in lawful money of the United States of America. All payments shall be made at such address as the Holder shall hereafter give to the Borrower by written notice made in accordance with the provisions of this Note. Whenever any amount expressed to be due by the terms of this Note is due on any day which is not a business day, the same shall instead be due on the next succeeding day which is a business day and, in the case of any interest payment date which is not the date on which this Note is paid in full, the extension of the due date thereof shall not be taken into account for purposes of determining the amount of interest due on such date.

Each capitalized term used herein, and not otherwise defined, shall have the meaning ascribed thereto in that certain Securities Purchase Agreement, dated as of the Issue Date, pursuant to which this Note was originally issued (the "Purchase Agreement"). As used in this Note, the term "business day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the city of New York, New York are authorized or required by law or executive order to remain closed. As used herein, the term "Trading Day" means any day that shares of Common Stock are listed for trading or quotation on the Principal Market (as defined in the Purchase Agreement), any tier of the NASDAQ Stock Market, the New York Stock Exchange or the NYSE MKT or any of the OTCQX® Best Market, OTCQB® Venture Market or the OTC Pink Market.

This Note is free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Borrower and will not impose personal liability upon the holder thereof.

The following terms shall apply to this Note:

ARTICLE I. CONVERSION RIGHTS

1.1 Conversion Right. The Holder shall have the right, at any time while there are amounts outstanding under the Note and after one hundred eighty (180) days from the issuance hereof, to convert all or any portion of the then outstanding and unpaid Principal Amount and interest (including any Default Interest) into fully paid and non-assessable shares of Common Stock, as such Common Stock exists on the Issue Date, or any shares of capital stock or other securities of the Borrower into which such Common Stock shall hereafter be changed or reclassified, at the Conversion Price (as defined below) determined as provided herein (a "Conversion"); *provided, however*, that in no event shall the Holder be entitled to convert any portion of this Note in excess of that portion of this Note upon conversion of which the sum of (1) the number of shares of Common Stock beneficially owned by the Holder and its affiliates (other than shares of Common Stock which may be deemed beneficially owned through the ownership of the unconverted portion of this Note or the unexercised or unconverted portion of any other security of the Borrower subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of Conversion Shares issuable upon the conversion of the portion of this Note with respect to which the determination of this proviso is being made, would result in beneficial ownership by the Holder and its affiliates of more than 4.99% of the then outstanding shares of Common Stock. For purposes of the proviso set forth in the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and Regulations 13D-G thereunder, except as otherwise provided in clause (1) of such proviso, *provided, however*, that the limitations on conversion may be waived (up to 9.99%) by the Holder upon, at the election of the Holder, not less than 61 days' prior notice to the Borrower, and the provisions of the conversion limitation shall continue to apply until such 61st day (or such later date, as determined by the Holder, as may be specified in such notice of waiver). The number of Conversion Shares to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the applicable Conversion Price then in effect on the date specified in the notice of conversion, in the form attached hereto as Exhibit A (the "Notice of Conversion"), delivered to the Borrower or Borrower's transfer agent by the Holder in accordance with Section 1.4 below; provided that the Notice of Conversion is submitted by facsimile or e-mail (or by other means resulting in, or reasonably expected to result in, notice) to the Borrower or Borrower's transfer agent before 11:59 p.m., New York, New York time on such conversion date (the "Conversion Date"). The term "Conversion Amount" means, with respect to any conversion of this Note, the sum of (1) the Principal Amount of this Note to be converted in such conversion plus (2) at the Holder's option, accrued and unpaid interest, if any, on such Principal Amount at the Interest Rate to the Conversion Date, plus (3) at the Holder's option, Default Interest, if any, on the amounts referred to in the immediately preceding clauses (1) and/or (2), plus (4) up to $500.00 of expenses incurred by the Holder with respect to a Conversion.

1.2 Conversion Price.

(a) Calculation of Conversion Price. The per share conversion price into which Principal Amount and interest (including any Default Interest) under

this Note shall be convertible into shares of Common Stock hereunder (the "Conversion Price") shall be equal to $0.015 per share (the "Fixed Conversion Price") subject to pro-rata and other appropriate adjustments in the event of a stock split, reverse-stock split, stock dividend and similar recapitalizations; *provided however*, if an Event of Default has occurred or is existing while any amounts due under this Note are outstanding, the Conversion Price shall be $0.005 per share (the "Default Fixed Conversion Price"), also Default Fixed Conversion Price shall be subject to pro-rata and other appropriate adjustments as would be applicable to the Conversion Price. In the event the Borrower has a DTC "Chill" on its shares, an additional discount of ten percent (10%) shall apply to the Conversion Price while that "Chill" is in effect.

(b) Conversion Price During Major Announcements. Notwithstanding anything contained in Section 1.2(a) to the contrary, in the event the Borrower (i) makes a public announcement that it intends to be acquired by, consolidate or merge with any other corporation or entity (other than a merger in which the Borrower is the surviving or continuing corporation and its capital stock is unchanged) or sell or transfer all or substantially all of the assets of the Borrower or (ii) any person, group or entity (including the Borrower) publicly announces a tender offer to purchase fifty percent (50%) or more of the Common Stock (or any other takeover scheme) (any such transaction referred to in clause (i) or (ii) being referred to herein as a "Change in Control" and the date of the announcement referred to in clause (i) or (ii) is being referred to herein as the "Announcement Date"), then the Conversion Price shall, effective upon the Announcement Date and continuing through the Adjusted Conversion Price Termination Date (as defined below), be equal to the lower of (x) the Conversion Price and (y) a twenty-five percent (25%) discount to the Acquisition Price (as defined below), but shall in no event be no lower than $0.01 per share. From and after the Adjusted Conversion Price Termination Date, the Conversion Price shall be determined as set forth in Section 1.2(a). For purposes hereof, "Adjusted Conversion Price Termination Date" shall mean, with respect to any proposed Change in Control for which a public announcement as contemplated by this Section 1.2(b) has been made, the date upon which the Borrower (in the case of clause (i) above) or the person, group or entity (in the case of clause (ii) above) consummates or publicly announces the termination or abandonment of the proposed Change in Control which caused this Section 1.2(b) to become operative. For purposes hereof, "Acquisition Price" shall mean a price per share of Common Stock derived by dividing (x) the total consideration (in cash, equity, earn- out or similar payments or otherwise) paid or to be paid to the Borrower or its shareholders in the Change in Control transaction by (y) the number of authorized shares of Common Stock outstanding as of the business day prior to the Announcement Date.

1.3 Authorized and Reserved Shares. The Borrower covenants that at all times until the Note is satisfied in full, the Borrower will reserve from its authorized and unissued Common Stock a sufficient number of shares, free from preemptive rights, to provide for the issuance of a number of Conversion Shares equal to (i) the number of Conversion Shares issuable upon the full conversion of this Note (assuming no payment of Principal Amount or interest) as of any issue date (taking into consideration any adjustments to the Conversion Price pursuant to Section 2 hereof or otherwise) multiplied by (ii) three (3) (the "Reserved Amount"). The initial Reserved Amount shall be 550,000,000 shares. In the event that the Borrower shall be unable to reserve the entirety of the Reserved Amount (the "Reserve Amount Failure"), the Borrower shall promptly take all actions necessary to increase its authorized share capital to accommodate the Reserved Amount (the "Authorized Share Increase"), including without limitation, all board of directors actions and approvals and promptly (but no less than sixty (60) days following the calling and holding a special meeting of its shareholders no more than sixty (60) days following the Reserve Amount Failure to seek approval of the Authorized Share Increase via the solicitation of proxies. Notwithstanding the foregoing, in no event shall the Reserved Amount be lower than the initial Reserved Amount, regardless of any prior conversions. The Borrower represents that upon issuance, the Conversion Shares will be duly and validly issued, fully paid and non- assessable. In addition, if the Borrower shall issue any securities or make any change to its capital structure which would change the number of Conversion Shares into which this Note shall be convertible at the then current Conversion Price, the Borrower shall at the same time make proper provision so that thereafter there shall be a sufficient number of shares of Common Stock authorized and reserved, free from preemptive rights, for conversion of this Note. The Borrower (i) acknowledges that it has irrevocably instructed its transfer agent to issue certificates for the Conversion Shares or instructions to have the Conversion Shares issued as contemplated by Section 1.4(f) hereof, and (ii) agrees that its issuance of this Note shall constitute full authority to its officers and agents who are charged with the duty of executing stock certificates or cause the Borrower to electronically issue shares of Common Stock to execute and issue the necessary certificates for the Conversion Shares or cause the Conversion Shares to be issued as contemplated by Section 1.4(f) hereof in accordance with the terms and conditions of this Note.

If, at any time the Borrower does not maintain the Reserved Amount it will be considered an Event of Default under this Note.

1.4 Method of Conversion.

(a) Mechanics of Conversion. This Note may be converted by the Holder in whole or in part, on any Trading Day, while any amounts are outstanding hereunder, by submitting to the Borrower or Borrower's transfer agent a Notice of Conversion (by facsimile, e-mail or other reasonable means of communication dispatched on the Conversion Date prior to 11:59 p.m., New York, New York time). Any Notice of Conversion submitted after 11:59 p.m., New York, New York time, shall be deemed to have been delivered and received on the next Trading Day.

(b) Surrender of Note Upon Conversion. Notwithstanding anything to the contrary set forth herein, upon conversion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Borrower unless the entire unpaid Principal Amount is so converted. The Holder and the Borrower shall maintain records showing the Principal Amount so converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Holder and the Borrower, so as not to require physical surrender of this Note upon each such conversion. In the event of any dispute or discrepancy, such records of the Borrower shall, *prima facie,* be controlling and determinative in the absence of manifest error. Notwithstanding the foregoing, if any portion of this Note is converted as aforesaid, the Holder may not transfer this Note unless the Holder first physically surrenders this Note to the Borrower, whereupon the Borrower will forthwith issue and deliver upon the order of the Holder a new Note of like tenor, registered as the Holder (upon payment by the Holder of any applicable transfer taxes) may request, representing in the aggregate the remaining unpaid Principal Amount of this Note. The Holder and any assignee, by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Note, the unpaid and unconverted Principal Amount of this Note represented by this Note may be less than the amount stated on the face hereof.

(c) Payment of Taxes. The Borrower shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock or other securities or property on conversion of this Note in a name other than that of the Holder (or in street name), and the Borrower shall not be required to issue or deliver any such shares or other securities or property unless and until the person or persons (other than the Holder or the custodian in whose street name such shares are to be held for the Holder's account) requesting the issuance thereof shall have paid to the Borrower the amount of any such tax or shall have established to the satisfaction of the Borrower that such tax has been paid.

(d) Delivery of Common Stock Upon Conversion. Upon receipt by the Borrower from the Holder of a facsimile transmission or e-mail (or other reasonable means of communication) of a Notice of Conversion meeting the requirements for conversion as provided in this Section 1.4, the Borrower shall issue and deliver or cause to be issued and delivered to or upon the order of the Holder certificates for the Conversion Shares (or cause the electronic delivery of the Conversion Shares as contemplated by Section 1.4(f) hereof) within three (3) Trading Days after such receipt (the "Deadline") (and, solely in the case of conversion of the entire unpaid Principal Amount and interest (including any Default Interest) under this Note, surrender of this Note). If the Borrower shall fail for any reason or for no reason to issue to the Holder on or prior to

the Deadline a certificate for the number of Conversion Shares or to which the Holder is entitled hereunder and register such Conversion Shares on the Borrower's share register or to credit the Holder's balance account with DTC (as defined below) for such number of Conversion Shares to which the Holder is entitled upon the Holder's conversion of this Note (a "Conversion Failure"), then, in addition to all other remedies available to the Holder, (i) the Borrower shall pay in cash to the Holder on each day after the Deadline and during such Conversion Failure an amount equal to two percent (2.0%) of the product of (A) the sum of the number of Conversion Shares not issued to the Holder on or prior to the Deadline and to which the Holder is entitled and (B) the closing sale price of the Common Stock on the Trading Day immediately preceding the last possible date which the Borrower could have issued such Conversion Shares to the Holder without violating this Section 1.4(d); and (ii) the Holder, upon written notice to the Borrower, may void its Notice of Conversion with respect to, and retain or have returned, as the case may be, any portion of this Note that has not been converted pursuant to such Notice of Conversion; provided that the voiding of an Notice of Conversion shall not affect the Borrower's obligations to make any payments which have accrued prior to the date of such notice. In addition to the foregoing, if on or prior to the Deadline the Borrower shall fail to issue and deliver a certificate to the Holder and register such Conversion Shares on the Borrower's share register or credit the Holder's balance account with DTC for the number of Conversion Shares to which the Holder is entitled upon the Holder's exercise hereunder or pursuant to the Borrower's obligation pursuant to clause (ii) below, and if on or after such Trading Day the Holder purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of shares of Common Stock issuable upon such exercise that the Holder anticipated receiving from the Borrower, then the Borrower shall, within two (2) Trading Days after the Holder's request and in the Holder's discretion, either (i) pay cash to the Holder in an amount equal to the Holder's total purchase price (including brokerage commissions and other reasonable and customary out-of-pocket expenses, if any) for the shares of Common Stock so purchased (the "Buy-In Price"), at which point the Borrower's obligation to deliver such certificate (and to issue such Conversion Shares) or credit such Holder's balance account with DTC for such Conversion Shares shall terminate, or (ii) promptly honor its obligation to deliver to the Holder a certificate or certificates representing such Conversion Shares or credit such Holder's balance account with DTC and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of shares of Common Stock, times (B) the closing sales price of the Common Stock on the date of exercise. Nothing shall limit the Holder's right to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Borrower's failure to timely deliver certificates representing the Conversion Shares (or to electronically deliver such Conversion Shares) upon the conversion of this Note as required pursuant to the terms hereof.

(e) Obligation of Borrower to Deliver Common Stock. At the time that the Holder submits the Notice of Conversion to the Borrower or Borrower's transfer agent, the Holder shall be deemed to be the holder of record of the Conversion Shares issuable upon such conversion, the outstanding Principal Amount and the amount of accrued and unpaid interest (including any Default Interest) under this Note shall be reduced to reflect such conversion, and, unless the Borrower defaults on its obligations under this Article I, all rights with respect to the portion of this Note being so converted shall forthwith terminate except the right to receive the Common Stock or other securities, cash or other assets, as herein provided, on such conversion. If the Holder shall have given a Notice of Conversion as provided herein, the Borrower's obligation to issue and deliver the certificates for the Conversion Shares (or cause the electronic delivery of the Conversion Shares as contemplated by Section 1.4(f) hereof) shall be absolute and unconditional, irrespective of the absence of any action by the Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action to enforce the same, any failure or delay in the enforcement of any other obligation of the Borrower to the holder of record, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder of any obligation to the Borrower, and irrespective of any other circumstance which might otherwise limit such obligation of the Borrower to the Holder in connection with such conversion. The Conversion Date specified in the Notice of Conversion shall be the Conversion Date so long as the Notice of Conversion is sent to the Borrower or Borrower's transfer agent before 11:59 p.m., New York, New York time, on such date.

(f) Delivery of Conversion Shares by Electronic Transfer. In lieu of delivering physical certificates representing the Conversion Shares issuable upon conversion hereof, provided the Borrower is participating in the Depository Trust Borrower ("DTC") Fast Automated Securities Transfer or Deposit/Withdrawal at Custodian programs, upon request of the Holder and its compliance with the provisions contained in Section 1.1 and in this Section 1.4, the Borrower shall use its reasonable best efforts to cause its transfer agent to electronically transmit the Conversion Shares issuable upon conversion hereof to the Holder by crediting the account of Holder's Prime Broker with DTC through its Deposit Withdrawal Agent Commission system.

1.5 Concerning the Shares. The Conversion Shares issuable upon conversion of this Note may not be sold or transferred unless (i) such shares are sold pursuant to an effective registration statement or otherwise qualified for sale pursuant to Regulation A pursuant to inclusion in a qualified Form 1-A filing under the 1933 Act; or (ii) the Borrower or its transfer agent shall have been furnished with an opinion of counsel (which opinion shall be the Legal Counsel Opinion (as defined in the Purchase Agreement)) to the effect that the shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration; or (iii) such shares are sold or transferred pursuant to Rule 144, Rule 144A, Regulation S, or other applicable exemption; or (iv) such shares are transferred to an "affiliate" (as defined in Rule 144) of the Borrower who agrees to sell or otherwise transfer the shares only in accordance with this Section 1.5 and who is an Accredited Investor (as defined in the Purchase Agreement). Except as otherwise provided in the Purchase Agreement (and subject to the removal provisions set forth below), until such time as the Conversion Shares have been registered under the 1933 Act or otherwise may be sold pursuant to Rule 144, Rule 144A, Regulation S, or other applicable exemption without any restriction as to the number of securities as of a particular date that can then be immediately sold, each certificate for the Conversion Shares that has not been so included in an effective registration statement or that has not been sold pursuant to an effective registration statement or an exemption that permits removal of the legend, shall bear a legend substantially in the following form, as appropriate:

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE 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 (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144, RULE 144A, REGULATION S, OR OTHER APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

The legend set forth above shall be removed and the Borrower shall issue to the Holder a certificate for the applicable Conversion Shares without such legend upon which it is stamped or (as requested by the Holder) issue the applicable Conversion Shares by electronic delivery by crediting the account of such holder's broker with DTC, if, unless otherwise required by applicable state securities laws: (a) such Conversion Shares are registered for sale under an effective registration statement filed under the 1933 Act or otherwise may be sold pursuant to Rule 144, Rule 144A, Regulation S, or other applicable exemption without any restriction as to the number of securities as of a particular date that can then be immediately sold, or (b) the Borrower or the Holder provides the Legal Counsel Opinion (as contemplated by and in accordance with Section 4(f) of the Purchase Agreement) to the effect that a public sale or transfer of such Conversion Shares may be made without registration under the 1933 Act, which opinion shall be accepted by the Borrower so that the sale or transfer is effected. The Borrower shall be responsible for the fees of its transfer agent and all DTC fees associated with any such issuance. The Holder

agrees to sell all Conversion Shares, including those represented by a certificate(s) from which the legend has been removed, in compliance with applicable prospectus delivery requirements, if any. In the event that the Borrower does not accept the opinion of counsel provided by the Holder with respect to the transfer of Conversion Shares pursuant to an exemption from registration, such as Rule 144, Rule 144A or Regulation S, at the Deadline, notwithstanding that the conditions of Rule 144, Rule 144A, Regulation S, or other applicable exemption, as applicable, have been met, it will be considered an Event of Default under this Note.

1.6 Effect of Certain Events.

(a) Effect of Merger, Consolidation, Etc. At the option of the Holder, the sale, conveyance or disposition of all or substantially all of the assets of the Borrower, or the consolidation, merger or other business combination of the Borrower with or into any other Person (as defined below) or Persons when the Borrower is not the survivor shall either: (i) be deemed to be an acceleration event pursuant to which the Borrower shall be required to pay to the Holder upon the consummation of an amount equal to Principal Amount plus accrued but unpaid interest; or (ii) be treated pursuant to Section 1.6(b) hereof. "Person" shall mean any individual, corporation, limited liability Borrower, partnership, association, trust, or other entity or organization.

(b) Adjustment Due to Merger, Consolidation, Etc. If, at any time when this Note is issued and outstanding and prior to conversion of all of this Note, there shall be any merger, consolidation, exchange of shares, recapitalization, reorganization, or other similar event, as a result of which shares of Common Stock of the Borrower shall be changed into the same or a different number of shares of another class or classes of stock or securities of the Borrower or another entity, or in case of any sale or conveyance of all or substantially all of the assets of the Borrower other than in connection with a plan of complete liquidation of the Borrower, then the Holder of this Note shall thereafter have the right to receive upon conversion of this Note, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore issuable upon conversion, such stock, securities or assets which the Holder would have been entitled to receive in such transaction had this Note been converted in full immediately prior to such transaction (without regard to any limitations on conversion set forth herein), and in any such case appropriate provisions shall be made with respect to the rights and interests of the Holder of this Note to the end that the provisions hereof (including, without limitation, provisions for adjustment of the Conversion Price and of the number of shares issuable upon conversion of the Note) shall thereafter be applicable, as nearly as may be practicable in relation to any securities or assets thereafter deliverable upon the conversion hereof. The Borrower shall not effectuate any transaction described in this Section 1.6(b) unless (a) it first gives, to the extent practicable, at least thirty (30) days prior written notice (but in any event at least seven (7) days prior written notice) of the record date of the special meeting of shareholders to approve, or if there is no such record date, the consummation of, such merger, consolidation, exchange of shares, recapitalization, reorganization or other similar event or sale of assets (during which time the Holder shall be entitled to convert this Note) and (b) the resulting successor or acquiring entity (if not the Borrower) assumes by written instrument the obligations of this Section 1.6(b). The above provisions shall similarly apply to successive consolidations, mergers, sales, transfers or share exchanges.

(c) Adjustment Due to Distribution. If the Borrower shall declare or make any distribution of its assets (or rights to acquire its assets) to holders of Common Stock as a dividend, stock repurchase, by way of return of capital or otherwise (including any dividend or distribution to the Borrower's shareholders in cash or shares (or rights to acquire shares) of capital stock of a subsidiary (i.e., a spin-off)) (a "Distribution"), then the Holder of this Note shall be entitled, upon any conversion of this Note after the date of record for determining shareholders entitled to such Distribution, to receive the amount of such assets which would have been payable to the Holder with respect to the shares of Common Stock issuable upon such conversion had such Holder been the holder of such shares of Common Stock on the record date for the determination of shareholders entitled to such Distribution.

(d) [RESERVED].

(e) Dilutive Issuance. If the Borrower, at any time while this Note or any amounts due hereunder are outstanding, issues, sells or grants (or has issued, sold or granted as of the Issue Date, as the case may be) any option to purchase, or sells or grants any right to reprice, or otherwise disposes of, or issues (or has sold or issued, as the case may be, or announces any sale, grant or any option to purchase or other disposition), securities convertible into, exercisable for, or otherwise entitle any person or entity the right to acquire, shares of Common Stock (including, without limitation, upon conversion of this Note, and any convertible notes or warrants outstanding as of or following the Issue Date), in each or any case at an effective price per share that is lower than the then Conversion Price (such lower price, the "Base Conversion Price" and such issuances, collectively, a "Dilutive Issuance") (it being agreed that if the holder of the Common Stock or other securities so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share that is lower than the Conversion Price, such issuance shall be deemed to have occurred for less than the Conversion Price on such date of the Dilutive Issuance), then the Conversion Price shall be reduced, at the option of the Holder, to a price equal the Base Conversion Price. If the Borrower enters into a Variable Rate Transaction, despite the prohibition set forth in the Purchase Agreement, the Borrower shall be deemed to have issued Common Stock or Common Stock Equivalents at the lowest possible price per share at which such securities could be issued in connection with such Variable Rate Transaction. Such adjustment shall be made whenever such Common Stock or other securities are issued. Notwithstanding the foregoing, no adjustment will be made under this Section 1.6(e) in respect of an Exempt Issuance. In the event of an issuance of securities involving multiple tranches or closings, any adjustment pursuant to this Section 1.6(e) shall be calculated as if all such securities were issued at the initial closing. This Section shall also be subject to the mechanics of Section 1.6(g) "Pending Legislation" clause herein. Notwithstanding the foregoing, this Section 1.6(e) shall apply only to issuances originating after the Effective Date hereof (i.e. post-Effective Date conversions of convertible notes or warrants issued prior to the Effective Date shall not trigger an adjustment even if the conversion or exercise price is less than the Conversion Price).

An "Exempt Issuance" shall mean the issuance of (i) shares of Common Stock or other securities to officers or directors of the Borrower pursuant to any stock or option or similar equity incentive plan duly adopted for such purpose, by a majority of the non-employee members of the Borrower's Board of Directors or a majority of the members of a committee of non-employee directors ("Plan") established for such purpose in a manner which is consistent with the Borrower's prior business practices or in settlement of accrued but unpaid compensation and/or benefits regardless of whether such securities were issued from a Plan or in settlement of vendor payables; (ii) securities issued pursuant to a merger, consolidation, acquisition or similar business combination approved by a majority of the disinterested directors of the Borrower, provided that any such issuance shall only be to a Person (or to the equity holders of a Person) which is, itself or through its subsidiaries, an operating Borrower or an owner of an asset in a business synergistic with the business of the Borrower and shall provide to the Borrower additional benefits in addition to the investment of funds, but shall not include a transaction in which the Borrower is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities; (iii) securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by a majority of the disinterested directors of the Borrower; (iv) existing convertible debt and equity lines of credit in existence on the date hereof;; or (v) securities issued with respect to which the Holder waives its rights in writing under this Section 1.6(e).

(f) Notice of Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price as a result of the events described in this Section 1.6, the Borrower, at its expense, shall promptly compute such adjustment or readjustment and prepare and furnish to the Holder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Borrower shall, upon the written request at any time of the Holder, furnish to such Holder a like certificate setting forth (i) such adjustment or readjustment; (ii) the Conversion Price at the time in effect; and (iii) the number of shares of Common Stock and the amount, if any, of other securities or property which at the time would be received upon conversion of the Note.

(g) Pending Legislation. As of the Issue Date hereof, proposed legislation exists, namely proposed amendments to Rule 144(d)(3)(ii) proposed on December 22, 2020 in SEC Release 2020-336, that would fundamentally change the economic terms of this Note. In the event the rule becomes law and becomes effective while any amounts are outstanding under this Note, Section 1.2 hereof shall be automatically amended to contain only the Fixed Conversion Price of $0.015 per share. In the event that the Borrower is in default of any of the provisions of the Note or other Transaction Documents, and the Borrower has not cured said default within five (5) calendar days, the Fixed Conversion Price shall be reduced to the Default Fixed Conversion Price in addition to any other principal adjustments, default interest, or other remedies available to it under law. In the event the final rule, or any other combination of final rules, make this provision inoperable, invalid, or otherwise have an effect that changes the economics of the transactions contemplated hereby, the pertinent clause or mechanic of operation shall be stricken and only the Fixed Price provision shall remain.

1.7 Adjustments to Conversion Price. At any time after the Issue Date, (i) if in the case that the Borrower's Common Stock is not deliverable by DWAC (including if the Borrower's transfer agent has a policy prohibiting or limiting delivery of shares of the Borrower's Common Stock specified in a Notice of Conversion); (ii) if the Borrower ceases to be a reporting Borrower pursuant or subject to the Exchange Act; (iii) if after the Borrower gets listed on a trading market, the Borrower subsequently loses a market (including the OTC Pink Market, OTCQB® Venture Market or an equivalent replacement exchange) for its Common Stock; (iv) if the Borrower fails to maintain its status as "DTC Eligible" for any reason; (v) if the Note cannot be converted into free trading shares on or after six (6) months from the Issue Date; (vi) if at any time the Borrower does not maintain or replenish the Reserved Amount (as defined herein) within three (3) business days of the request of the Holder; (vii) if the Borrower fails to comply with the reporting requirements of the Exchange Act; the reporting requirements necessary to satisfy the availability of Rule 144 to the Holder or its assigns, including but not limited to the timely fulfillment of its filing requirements as a fully- reporting issuer registered with the SEC; (ix) if the Borrower effectuates a reverse split of its Common Stock without twenty (20) days prior written notice to the Holder; (x) if, once listed, subsequently OTC Markets changes the Borrower's designation to 'No Information' (Stop Sign) or 'Caveat Emptor' (Skull and Crossbones); (xi) the restatement of any financial statements filed by the Borrower with the SEC for any date or period from two (2) years prior to the Issue Date of this Note and until this Note is no longer outstanding, if the result of such restatement would, by comparison to the un-restated financial statement, have constituted a material adverse effect on the rights of the Holder with respect to this Note or the Purchase Agreement; (xii) once it begins trading on any of the trading markets or exchanges listed hereafter, any cessation of trading of the Common Stock on at least one of the OTC Markets including but not limited to the OTC Pink Market, or an equivalent replacement exchange, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, the New York Stock Exchange, or the NYSE MKT, and such cessation of trading shall continue for a period of five consecutive (5) Trading Days; and/or (xiii) the Borrower loses the "bid" price for its Common Stock ($0.0001 on the "Ask" with zero market makers on the "Bid" per Level 2); or (xiv) if the Holder is notified in writing by the Borrower or the Borrower's transfer agent that the Borrower does not have the necessary amount of authorized and issuable shares of Common Stock available to satisfy the issuance of Shares pursuant to a Conversion Notice, then in addition to all other remedies under this Note, the Holder shall be entitled to increase, by fifteen percent (15%) for each occurrence, cumulative or otherwise, the discount to the Conversion Price shall apply for all future conversions under the Note.

1.8 Status as Shareholder. Upon submission of a Notice of Conversion by a Holder, (i) the Conversion Shares covered thereby (other than the Conversion Shares, if any, which cannot be issued because their issuance would exceed such Holder's allocated portion of the Reserved Amount or Maximum Share Amount) shall be deemed converted into shares of Common Stock, and (ii) the Holder's rights as a Holder of such converted portion of this Note shall cease and terminate, excepting only the right to receive certificates for such shares of Common Stock and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Borrower to comply with the terms of this Note. Notwithstanding the foregoing, if a Holder has not received certificates for all shares of Common Stock prior to the tenth (10th) business day after the expiration of the Deadline with respect to a conversion of any portion of this Note for any reason, then (unless the Holder otherwise elects to retain its status as a holder of Common Stock by so notifying the Borrower) the Holder shall regain the rights of a Holder of this Note with respect to such unconverted portions of this Note and the Borrower shall, as soon as practicable, return such unconverted Note to the Holder or, if the Note has not been surrendered, adjust its records to reflect that such portion of this Note has not been converted. In all cases, the Holder shall retain all of its rights and remedies for the Borrower's failure to convert this Note.

1.9 Prepayment. Notwithstanding anything to the contrary contained in this Note, subject to the terms of this Section, at any time during the period beginning on the Issue Date and ending at Maturity ("Prepayment Termination Date"), Borrower shall have the right, exercisable on not less than five (5) Trading Days prior written notice to the Holder of this Note, to prepay up to the outstanding balance on this Note (principal and accrued interest), in full, in accordance with this Section. Any notice of prepayment hereunder (an "Optional Prepayment Notice") shall be delivered to the Holder of the Note at its registered addresses and shall state: (1) that the Borrower is exercising its right to prepay the Note, and (2) the date of prepayment which shall be not more than fifteen (15) Trading Days from the date of the Optional Prepayment Notice; and (3) the amount (in dollars) that the Borrower is paying. Notwithstanding Holder's receipt of the Optional Prepayment Notice the Holder may convert, or continue to convert the Note in whole or in part until the Optional Prepayment Amount (as defined herein) is paid to the Holder. On the date fixed for prepayment (the "Optional Prepayment Date"), the Borrower shall make payment of the Optional Prepayment Amount (as defined below) to or upon the order of the Holder as specified by the Holder in writing to the Borrower at least one (1) business day prior to the Optional Prepayment Date. If the Borrower exercises its right to prepay the Note, the Borrower shall make payment to the Holder of one hundred percent (100%) of the total amount outstanding under the Note including, but not limited to all principal, interest, fees, and defaults (the "Optional Prepayment Amount").

ARTICLE II. RANKING AND CERTAIN COVENANTS

2.1 Ranking and Security. The obligations of the Borrower under this Note shall be subordinate with respect to any and all Indebtedness incurred as of or following the Issue Date.

2.2 Other Indebtedness. So long as the Borrower shall have any obligation under this Note, the Borrower shall not (directly or indirectly through any Subsidiary or affiliate) incur or suffer to exist or guarantee any Indebtedness that is senior to or pari passu with (in priority of payment and performance) the Borrower's obligations hereunder unless the proceeds of such Indebtedness are used to pay off the interest and principal under this Note. As used in this Section 2.2, the term "Borrower" means the Borrower and any Subsidiary of the Borrower. As used herein, the term "Indebtedness" means (a) all indebtedness of the Borrower for borrowed money, but not including deferred purchase price obligations in place as of the Issue Date and as disclosed in the SEC Documents or obligations to trade creditors incurred in the ordinary course of business, (b) all obligations of the Borrower evidenced by notes, bonds, debentures or other similar instruments, (c) purchase money indebtedness hereafter incurred by the Borrower to finance the purchase of fixed or capital assets, including all capital lease obligations of the Borrower which do not exceed the purchase price of the assets funded, (d) all guarantee obligations of the Borrower in respect of obligations of the kind referred to in clauses (a) through (c) above that the Borrower would not be permitted to incur or enter into, and (e) all obligations of the kind referred to in clauses (a) through (d) above that the Borrower is not permitted to incur or enter into that are secured and/or unsecured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured and/or unsecured by) any lien or encumbrance on property (including accounts and contract rights) owned by the Borrower, whether or not the Borrower has assumed or become liable for the payment of such obligation.

2.3 Distributions on Capital Stock. So long as the Borrower shall have any obligation under this Note, the Borrower shall not without the Holder's written consent (a) pay, declare or set apart for such payment, any dividend or other distribution (whether in cash, property or other securities) on shares of capital stock other than dividends on shares of Common Stock solely in the form of additional shares of Common Stock or (b) directly or indirectly or through any subsidiary make any other payment or distribution in respect of its capital stock except for distributions pursuant to any shareholders' rights plan which is approved by a majority of the Borrower's disinterested directors or as may be permitted pursuant to Section 1.6(e).

2.4 Restriction on Stock Repurchases. So long as the Borrower shall have any obligation under this Note, the Borrower shall not without the Holder's written consent redeem, repurchase or otherwise acquire (whether for cash or in exchange for property or other securities or otherwise) in any one transaction or series of related

transactions any shares of capital stock of the Borrower or any warrants, rights or options to purchase or acquire any such shares.

2.5 Sale of Assets. So long as the Borrower shall have any obligation under this Note, the Borrower shall not, without the Holder's written consent, sell, lease or otherwise dispose of any significant portion of its assets other than in an arm's length transaction. Any consent to the disposition of any assets may be conditioned on a specified use of the proceeds of disposition, but otherwise such consent shall not be unreasonably withheld, conditioned, or delayed.

2.6 Advances and Loans; Affiliate Transactions. So long as the Borrower shall have any obligation under this Note, the Borrower shall not, without the Holder's written consent, lend money, give credit, make advances to or enter into any transaction with any person, firm, joint venture or corporation, including, without limitation, officers, directors, employees, subsidiaries and affiliates of the Borrower, except loans, credits or advances (a) in existence or committed on the Issue Date and which the Borrower has informed Holder in writing prior to the Issue Date, (b) in regard to transactions with unaffiliated third parties, made in the ordinary course of business or (c) in regard to transactions with unaffiliated third parties, not in excess of $250,000. So long as the Borrower shall have any obligation under this Note, the Borrower shall not, without the Holder's written consent, repay any affiliate (as defined in Rule 144) of the Borrower in connection with any indebtedness or accrued amounts owed to any such party outside the ordinary course of business.

2.7 Section 3(a)(9) or 3(a)(10) Transaction. So long as this Note is outstanding, the Borrower shall not enter into any transaction or arrangement structured in accordance with, based upon, or related or pursuant to, in whole or in part, either Section 3(a)(9) of the Securities Act (a "3(a)(9) Transaction") or Section 3(a)(l0) of the Securities Act (a "3(a)(l0) Transaction"). In the event that the Borrower does enter into, or makes any issuance of Common Stock related to a 3(a)(9) Transaction or a 3(a)(l0) Transaction while this note is outstanding, a liquidated damages charge of twenty-five percent (25%) of the outstanding principal balance of this Note, but not less than Twenty-Five Thousand Dollars ($25,000), will be assessed and will become immediately due and payable to the Holder at its election in the form of a cash payment or added to the balance of this Note (under Holder's and Borrower's expectation that this amount will tack back to the Issue Date). Notwithstanding the forgoing, transactions contemplated in the second paragraph (a) of Section 1.6(e) that may be considered Section 3(a)(9) or 3(a)(10) transactions are permissible and will not cause a liquidated damages charge.

2.8 Preservation of Business and Existence, etc. So long as the Borrower shall have any obligation under this Note, the Borrower shall not, without the Holder's written consent, (a) change the nature of its business in a material respect; or (b) sell, divest, change the structure of any material assets other than in the ordinary course of business. In addition, so long as the Borrower shall have any obligation under this Note, the Borrower shall maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries (other than dormant Subsidiaries that have no or minimum assets) to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary. Furthermore, so long as the Borrower shall have any obligation under this Note, the Borrower shall not, without the Holder's written consent, solicit any offers for, respond to any unsolicited offers for, or conduct any negotiations with, any other person or entity with respect to any Variable Rate Transaction or investment.

2.9 Non-circumvention. The Borrower hereby covenants and agrees that the Borrower will not, by amendment of its Certificate or Articles of Incorporation or Bylaws, or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Note, and will at all times in good faith carry out all the provisions of this Note and take all action as may be required to protect the rights of the Holder.

2.10 Lost, Stolen or Mutilated Note. Upon receipt by the Borrower of evidence reasonably satisfactory to the Borrower of the loss, theft, destruction or mutilation of this Note, and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Borrower in customary form and, in the case of mutilation, upon surrender and cancellation of this Note, the Borrower shall execute and deliver to the Holder a new Note.

ARTICLE III. EVENTS OF DEFAULT

It shall be considered an event of default if any of the following events listed in this Article III (each, an "Event of Default") shall occur:

3.1 Conversion and the Shares. The Borrower (i) fails to issue Conversion Shares to the Holder (or announces or threatens in writing that it will not honor its obligation to do so) upon exercise by the Holder of the conversion rights of the Holder in accordance with the terms of this Note; (ii) fails to transfer or cause its transfer agent to transfer (issue) (electronically or in certificated form) any certificate for the Conversion Shares issuable to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note; (iii) fails to reserve the Reserved Amount at all times; or (iv) the Borrower directs its transfer agent not to transfer or delays, impairs, and/or hinders its transfer agent in transferring (or issuing) (electronically or in certificated form) any certificate for the Conversion Shares issuable to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, or fails to remove (or directs its transfer agent not to remove or impairs, delays, and/or hinders its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any Conversion Shares issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note (or makes any written announcement, statement or threat that it does not intend to honor the obligations described in this paragraph) and any such failure shall continue uncured (or any written announcement, statement or threat not to honor its obligations shall not be rescinded in writing) for five (5) Trading Days after the Holder shall have delivered a Notice of Conversion. It is an obligation of the Borrower to remain current in its obligations to its transfer agent. It shall be an Event of Default of this Note, if a conversion of this Note is delayed, hindered or frustrated due to a balance owed by the Borrower to its transfer agent. If at the option of the Holder, the Holder advances any funds to the Borrower's transfer agent in order to process a conversion, such advanced funds shall be paid by the Borrower to the Holder within forty-eight (48) hours of a demand from the Holder.

3.2 Breach of Agreements and Covenants. The Borrower materially breaches any agreement, covenant or other term or condition contained in the Purchase Agreement, this Note, the Irrevocable Transfer Agent Instructions or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith or therewith.

3.3 Breach of Representations and Warranties. Any material breach of any representation or warranty of the Borrower made in the Purchase Agreement, this Note, the Irrevocable Transfer Agent Instructions or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith or therewith shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a material adverse effect on the rights of the Holder with respect to this Note or the Purchase Agreement.

3.4 Receiver or Trustee. The Borrower or any subsidiary of the Borrower shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

3.5 Judgments. Any money judgment, writ or similar process shall be entered or filed against the Borrower or any subsidiary of the Borrower or any of its property or other assets for more than $300,000.00, and shall remain unvacated, unbonded or unstayed for a period of twenty (20) days unless otherwise consented to by the Holder, which consent will not be unreasonably withheld.

3.6 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower or any subsidiary of the Borrower.

3.7 Delisting of Common Stock. The Borrower should fail to maintain the listing of the Common Stock on at least one of the OTC Markets, including, but not limited to the OTC Pink Market, any level of the NASDAQ Markets or the New York Stock Exchange (including the NYSE MKT).

3.8 Failure to Comply with the 1934 Act. At any time after the Issue Date, the Borrower shall fail to comply in all material respects with the reporting requirements of the 1934 Act and/or the Borrower shall cease to be subject to the reporting requirements of the 1934 Act. It shall be an Event of Default under this section if the Borrower shall file any Notification of Late Filing on Form 12b-25 with the SEC.

3.9 Liquidation. Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business.

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

3.11 Financial Statement Restatement. The restatement of any financial statements filed by the Borrower with the SEC for any date or period from two (2) years prior to the Issue Date of this Note and until this Note is no longer outstanding, if the result of such restatement would, by comparison to the un-restated financial statement, have constituted a material adverse effect on the rights of the Holder with respect to this Note or the Purchase Agreement.

3.12 Reverse Splits. The Borrower effectuates a reverse split of its Common Stock without twenty (20) days prior written notice to the Holder.

3.13 Replacement of Transfer Agent. In the event that the Borrower proposes to replace its transfer agent, the Borrower fails to provide, prior to the effective date of such replacement, a fully executed Irrevocable Transfer Agent Instructions in a form as initially delivered pursuant to the Purchase Agreement (including but not limited to the provision to irrevocably reserve shares of Common Stock in the Reserved Amount) signed by the successor transfer agent to Borrower and the Borrower.

3.14 DTC "Chill". The DTC places a "chill" (i.e. a restriction placed by DTC on one or more of DTC's services, such as limiting a DTC participant's ability to make a deposit or withdrawal of the security at DTC) on any of the Borrower's securities.

3.15 DWAC Eligibility. In addition to the Event of Default in Section 3.16, the Common Stock is otherwise not eligible for trading through the DTC's Fast Automated Securities Transfer or Deposit/Withdrawal at Custodian programs.

3.16 Variable Rate Transactions; Dilutive Issuances. The Borrower (i) issues shares of Common Stock (or convertible securities or Purchase Rights) pursuant to an equity line of credit of the Borrower or otherwise in connection with a Variable Rate Transaction (entered into in the future) except for existing lines of credit or Variable Rate Transactions existing as of the date hereof; (ii) adjusts downward the "floor price" at which shares of Common Stock (or convertible securities or Purchase Rights) may be issued under an equity line of credit or otherwise in connection with a Variable Rate Transaction (or entered into in the future) except for existing lines of credit or Variable Rate Transactions existing as of the date hereof; or (iii) a Dilutive Issuance is triggered as provided in this Note.

3.17 Bid Price. Once the Borrower obtains a listing, the Borrower shall subsequently lose the "bid" price for its Common Stock ($0.0001 on the "Ask" with zero market makers on the "Bid" per Level 2) or a market (including the OTC Pink, OTCQB or an equivalent replacement marketplace or exchange).

3.18 Inside Information. Any attempt by the Borrower or its officers, directors, and/or affiliates to intentionally transmit, convey, disclose, or any actual transmittal, conveyance, or disclosure by the Borrower or its officers, directors, and/or affiliates of, material non-public information concerning the Borrower, to the Holder or its successors and assigns, which is not immediately cured by Borrower's filing of a Form 8-K pursuant to Regulation FD on that same date

3.19 Unavailability of Rule 144. If, at any time on or after the date which is six (6) months after the Issue Date, except due to the Holder's actions or inactions, the Holder is unable to (i) obtain a standard "144 legal opinion letter" from an attorney reasonably acceptable to the Holder, the Holder's brokerage firm (and respective clearing firm), and the Borrower's transfer agent in order to facilitate the Holder's conversion of any portion of the Note into free trading shares of the Borrower's Common Stock pursuant to Rule 144; or (ii) thereupon deposit such shares into the Holder's brokerage account.

3.20 Suspension of Trading of Common Stock. If, at any time on or after the Borrower obtains a listing, the Borrower's Common Stock (i) is suspended from trading; or (ii) halted from trading.

3.21 Failure to Register. If the Borrower fails to meet its obligations under the Registration Rights Agreement entered into by the parties in connection herewith.

3.22 Rights and Remedies Upon an Event of Default. Upon the occurrence and during the continuation of any Event of Default specified in this Article III, this Note shall become immediately due and payable and the Borrower shall pay to the Holder, in full satisfaction of its obligations hereunder, an amount (the "Default Amount") equal to the Principal Amount then outstanding plus accrued interest (including any Default Interest) through the date of full repayment multiplied by one hundred twenty-five percent (125%). Holder may, in its sole discretion, determine to accept payment in Common Stock or part in Common Stock and part in cash. For purposes of payments in Common Stock, the conversion formula set forth in Section 1.2 shall apply. Upon an uncured Event of Default, all amounts payable hereunder shall immediately become due and payable, all without demand, presentment or notice, all of which hereby are expressly waived by the Borrower, together with all costs, including, without limitation, legal fees and expenses, of collection, and the Holder shall be entitled to exercise all other rights and remedies available at law or in equity, including, without limitation.

ARTICLE IV. MISCELLANEOUS

4.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privileges. All rights and remedies of the Holder existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

4.2 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served; (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid; (iii) delivered by reputable air courier service with charges prepaid; or (iv) transmitted by hand delivery, telegram, e-mail or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by e-mail or facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Borrower, to:

DARKPULSE, INC.
1345 Avenue of the Americas, 2nd Floor
New York, New York 10105
Attention: Dennis O'Leary
e-mail: doleary@darkpulse.com

If to the Holder:

FIRSTFIRE GLOBAL OPPORTUNITIES FUND LLC
1040 First Avenue, Suite 190
New York, NY 10022
Attention: Eli Fireman
e-mail: eli@firstfirecapital.com

With a copy by e-mail only to (which copy shall not constitute notice):

FABIAN VANCOTT
Attn: Anthony Michael Panek
e-mail: apanek@fabianvancott.com

4.3 Amendments. This Note and any provision hereof may only be amended by an instrument in writing signed by the Borrower and the Holder. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended or supplemented.

4.4 Assignability. This Note shall be binding upon the Borrower and its successors and assigns, and shall inure to be the benefit of the Holder and its successors and assigns. Neither the Borrower nor the Holder shall assign this Note or any rights or obligations hereunder without the prior written consent of the other. Notwithstanding the foregoing, the Holder may assign its rights hereunder to any "accredited investor" (as defined in Rule 501(a) of the 1933 Act) in a private transaction from the Holder or to any of its "affiliates", as that term is defined under the 1934 Act, without the consent of the Borrower. Notwithstanding anything in this Note to the contrary, this Note may be pledged as collateral in connection with a bona fide margin account or other lending arrangement. The Holder and any assignee, by acceptance of this Note, acknowledge and agree that following conversion of a portion of this Note, the unpaid and unconverted principal amount of this Note represented by this Note may be less than the amount stated on the face hereof.

4.5 Cost of Collection. If default is made in the payment of this Note, the Borrower shall pay the Holder hereof costs of collection, including reasonable attorneys' fees.

4.6 Governing Law; Venue; Attorney's Fees. This Note shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Note or any other agreement, certificate, instrument or document contemplated hereby shall be brought only in the state courts located in the state of New York or federal courts located in the state of New York. The Borrower hereby irrevocably waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. **THE BORROWER 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 NOTE OR ANY TRANSACTIONS CONTEMPLATED HEREBY.** Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Note or any other agreement, certificate, instrument or document contemplated hereby or thereby by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Note and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. The prevailing party in any action or dispute brought in connection with this the Note or any other agreement, certificate, instrument or document contemplated hereby or thereby shall be entitled to recover from the other party its reasonable attorney's fees and costs.

4.7 Certain Amounts. Whenever pursuant to this Note the Borrower is required to pay an amount in excess of the outstanding Principal Amount (or the portion thereof required to be paid at that time) plus accrued and unpaid interest plus Default Interest on such interest, the Borrower and the Holder agree that the actual damages to the Holder from the receipt of cash payment on this Note may be difficult to determine and the amount to be so paid by the Borrower represents stipulated damages and not a

penalty and is intended to compensate the Holder in part for loss of the opportunity to convert this Note and to earn a return from the sale of shares of Common Stock acquired upon conversion of this Note at a price in excess of the price paid for such shares pursuant to this Note. The Borrower and the Holder hereby agree that such amount of stipulated damages is not plainly disproportionate to the possible loss to the Holder from the receipt of a cash payment without the opportunity to convert this Note into shares of Common Stock.

4.8 Purchase Agreement. The Borrower and the Holder shall be bound by the applicable terms of the Purchase Agreement and the documents entered into in connection herewith and therewith.

4.9 Notice of Corporate Events. Except as otherwise provided below, the Holder of this Note shall have no rights as a Holder of Common Stock unless and only to the extent that it converts this Note into Common Stock. The Borrower shall provide the Holder with prior notification of any meeting of the Borrower's shareholders (and copies of proxy materials and other information sent to shareholders). In the event of any taking by the Borrower of a record of its shareholders for the purpose of determining shareholders who are entitled to receive payment of any dividend or other distribution, any right to subscribe for, purchase or otherwise acquire (including by way of merger, consolidation, reclassification or recapitalization) any share of any class or any other securities or property, or to receive any other right, or for the purpose of determining shareholders who are entitled to vote in connection with any Change in Control or any proposed liquidation, dissolution or winding up of the Borrower, the Borrower shall mail a notice to the Holder, at least twenty (20) days prior to the record date specified therein (or thirty (30) days prior to the consummation of the transaction or event, whichever is earlier), of the date on which any such record is to be taken for the purpose of such dividend, distribution, right or other event, and a brief statement regarding the amount and character of such dividend, distribution, right or other event to the extent known at such time. The Borrower shall make a public announcement of any event requiring notification to the Holder hereunder substantially simultaneously with the notification to the Holder in accordance with the terms of this Section 4.9.

4.10 Remedies. The Borrower acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Borrower acknowledges that the remedy at law for a breach of its obligations under this Note will be inadequate and agrees, in the event of a breach or threatened breach by the Borrower of the provisions of this Note, that the Holder shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Note and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

4.11 Construction; Headings. This Note shall be deemed to be jointly drafted by the Borrower and all the Holder and shall not be construed against any person as the drafter hereof. The headings of this Note are for convenience of reference and shall not form part of, or affect the interpretation of, this Note.

4.12 Usury. To the extent it may lawfully do so, the Borrower hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Holder in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Borrower under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Borrower may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Borrower to the Holder with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Holder to the unpaid principal balance of any such indebtedness or be refunded to the Borrower, the manner of handling such excess to be at the Holder's election.

4.13 Severability. In the event that any provision of this Note is invalid or unenforceable under any applicable statute or rule of law (including any judicial ruling), then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Note.

4.14 Terms of Future Financings. So long as this Note is outstanding, upon any issuance by the Borrower or any of its subsidiaries of any convertible debt or convertible preferred stock, with any term that the Holder reasonably believes is more favorable to the holder of such security or with a term in favor of the holder of such security that the Holder reasonably believes was not similarly provided to the Holder in this Note, then (i) the Borrower shall notify the Holder of such additional or more favorable term within one (1) business day of the issuance and/or amendment (as applicable) of the respective security, and (ii) such term, at Holder's option, shall become a part of the transaction documents with the Holder (regardless of whether the Borrower complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Holder elects to have the term become a part of the transaction documents with the Holder, then the Borrower shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Holder (the "Acknowledgment") within one (1) business day of Borrower's receipt of request from Holder (the "Adjustment Deadline"), provided that Borrower's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby. Nor shall this section apply to any adjustments made to any of the Borrower's securities issued prior to the date hereof.

4.15 Dispute Resolution. In the case of a dispute as to the determination of the Conversion Price, Conversion Amount, any prepayment amount or Default Amount, Issue, Closing or Maturity Date, the closing bid price, or fair market value (as the case may be) or the arithmetic calculation of the Conversion Price or the applicable prepayment amount(s) (as the case may be), the Borrower or the Holder shall submit the disputed determinations or arithmetic calculations via facsimile (i) within one (1) Trading Day after receipt of the applicable notice giving rise to such dispute to the Borrower or the Holder or (ii) if no notice gave rise to such dispute, at any time after the Holder learned of the circumstances giving rise to such dispute. If the Holder and the Borrower are unable to agree upon such determination or calculation within five (5) Trading Days of such disputed determination or arithmetic calculation (as the case may be) being submitted to the Borrower or the Holder, then the Borrower shall, within three (3) Trading Days, submit (a) the disputed determination of the Conversion Price, the closing bid price, the or fair market value (as the case may be) to an independent, reputable investment bank selected by the Borrower and approved by the Holder or (b) the disputed arithmetic calculation of the Conversion Price, Conversion Amount, any prepayment amount or Default Amount, to an independent, outside accountant selected by the Holder that is reasonably acceptable to the Borrower. The Borrower shall cause at its expense the investment bank or the accountant to perform the determinations or calculations and notify the Borrower and the Holder of the results no later than one (1) Trading Day from the time it receives such disputed determinations or calculations. Such investment bank's or accountant's determination or calculation shall be binding upon all parties absent demonstrable error.

IN WITNESS WHEREOF, Borrower has caused this Note to be signed in its name by its duly authorized officer on April 26, 2021.

DARKPULSE, INC.

By: /s/ Dennis O'Leary
Name: Dennis O'Leary
Title: Chief Executive Officer

EXHIBIT A – NOTICE OF CONVERSION

The undersigned hereby elects to convert $ _____ principal amount of the Note (defined below) into that number of shares of Common Stock to be issued pursuant to the conversion of the Note ("Common Stock") as set forth below, of **DARKPULSE, INC.**, a Delaware corporation (the "Borrower"), according to the conditions of the Convertible Promissory Note of the Borrower dated as of April 26, 2021 (the "Note"), as of the date written below. No fee will be charged to the Holder for any conversion, except for transfer taxes, if any.

Box Checked as to applicable instructions:

☐ The Borrower shall electronically transmit the Common Stock issuable pursuant to this Notice of Conversion to the account of the undersigned or its nominee with DTC through its Deposit Withdrawal Agent Commission system ("DWAC Transfer").

Name of DTC Prime Broker:
Account Number:

☐ The undersigned hereby requests that the Borrower issue a certificate or certificates for the number of shares of Common Stock set forth below (which numbers are based on the Holder's calculation attached hereto) in the name(s) specified immediately below or, if additional space is necessary, on an attachment hereto:

FIRSTFIRE GLOBAL OPPORTUNITIES FUND LLC
1040 First Avenue, Suite 190 New York, NY 10022
Attn: Eli Fireman
e-mail: eli@firstfirecapital.com

Date of Conversion: _____

Applicable Conversion Price: $ _____

Costs Incurred by the Undersigned to Convert the Note into Shares of Common Stock: $ _____

Number of Shares of Common Stock to be Issued Pursuant to Conversion of the Note: _____

Amount of Principal Balance Due remaining Under the Note after this conversion: _____

By: _____

Name:
Title:
Date:

Exhibit 10.1

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (the "Agreement"), dated as of April 26, 2021, by and between **DARKPULSE, INC.**, a Delaware corporation, with headquarters located at 1345 Avenue of the Americas, 2nd Floor, New York, New York 10105 (the "Company"), and **FIRSTFIRE GLOBAL OPPORTUNITIES FUND, LLC**, a Delaware limited liability company, with its address at 1040 First Avenue, Suite 190, New York, NY 10022 (the "Buyer").

WHEREAS:

A. The Company and the 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 Rule 506(b) promulgated by the United States Securities and Exchange Commission (the "SEC") under the 1933 Act;

B. Buyer desires to purchase from the Company, and the Company desires to issue and sell to the Buyer, upon the terms and conditions set forth in this Agreement, a Convertible Promissory Note of the Company, in the aggregate principal amount of $825,000.00 (as the principal amount thereof may be increased pursuant to the terms thereof, and together with any note(s) issued in replacement thereof or as a dividend thereon or otherwise with respect thereto in accordance with the terms thereof, in the form attached hereto as Exhibit A (the "Note"), convertible into shares of common stock of the Company (the "Common Stock"), upon the terms and subject to the limitations and conditions set forth in such Note; and

C. Company desires to issue to the Buyer, upon the terms and conditions set forth in this Agreement, seventy-five million (75,000,000) shares of common stock ("Commitment Shares") upon the terms and subject to the limitations and conditions set forth herein;

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

1. Purchase and Sale of Note and Commitment Shares.

a. Purchase of Note and Commitment Shares. On the Closing Date (as defined below), the Company shall issue and sell to the Buyer and the Buyer agrees to purchase from the Company the Note and the Commitment Shares, subject to the express terms of the Note, and this Agreement as the case may be.

b. Form of Payment. On the Closing Date, the Buyer shall pay the purchase price of $750,000.00 (the "Purchase Price") for the Note, by wire transfer of immediately available funds, in accordance with the Company's written wiring instructions, against delivery of the Note and the Commitment Shares, and the Company shall deliver such duly executed Note and Commitment Shares on behalf of the Company, to the Buyer.

c. Closing Date. Subject to the satisfaction (or written waiver) of the conditions thereto set forth in Section 6 and Section 7 below, the date and time of the issuance and sale of the Note and Commitment Shares pursuant to this Agreement (the "Closing Date") shall be 4:00 PM, Eastern Time on the date first written above, or such other mutually agreed upon time.

d. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on the Closing Date at such location as may be agreed to by the parties (including via exchange of electronic signatures).

2. Buyer's Representations and Warranties. The Buyer represents and warrants to the Company as of the Closing Date that:

a. Investment Purpose. As of the Closing Date, the Buyer is purchasing the Note and Commitment Shares and the shares of Common Stock issuable upon conversion the Note and such additional shares of Common Stock, if any, as are issuable on account of interest on the Note pursuant to this Agreement, such shares of Common Stock being collectively referred to herein as the "Conversion Shares" and, collectively with the Note and Commitment Shares, the "Securities") for its own account and not with a present view towards the public sale or distribution thereof, except pursuant to sales registered or exempted from registration under the 1933 Act; provided, however, that by making the representations herein, the Buyer does not agree to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption under the 1933 Act.

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

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

d. Information. The Buyer and its advisors, if any, have been, and for so long as any of the Securities remain outstanding will continue to be, furnished with all materials relating to the business, finances, and operations of the Company and materials relating to the offer and sale of the Securities which have been requested by the Buyer or its advisors. The Buyer and its advisors, if any, have been, and for so long as the Note or Commitment Shares remains outstanding will continue to be, afforded the opportunity to ask questions of the Company regarding its business and affairs. Notwithstanding the foregoing, the Company has not disclosed to the Buyer any material non-public information regarding the Company or otherwise, and will not disclose such information unless such information is disclosed to the public prior to or promptly following such disclosure to the Buyer. Neither such inquiries nor any other due diligence investigation conducted by Buyer or any of its advisors or representatives shall modify, amend or affect Buyer's right to rely on the Company's representations and warranties contained in Section 3 below.

e. Governmental Review. The Buyer understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Securities.

f. Transfer or Resale. The Buyer understands that (i) the sale or resale of the Securities have not been, and as of the Issue Date, are currently not being registered under the 1933 Act or any applicable state securities laws, and the Securities may not be transferred unless (a) the Securities are sold pursuant to an effective registration statement under the 1933 Act; (b) the Buyer shall have delivered to the Company, at the cost of the Company, an opinion of counsel (which may be the Legal Counsel Opinion (as defined below)) that shall be in form, substance, and scope customary for opinions of counsel in comparable transactions to the effect that the Securities to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, which opinion shall be accepted by the Company; (c) the Securities are sold or transferred to an "affiliate" (as defined in Rule 144 promulgated under the 1933 Act (or a successor rule) ("Rule 144")) of the Buyer who agrees to sell or otherwise transfer the Securities only in accordance with this Section 2(f) and who is an Accredited Investor; (d) the Securities are sold pursuant to Rule 144 or other applicable exemption; or (e) the Securities are sold

pursuant to Regulation S under the 1933 Act (or a successor rule) ("Regulation S"), and the Buyer shall have delivered to the Company, at the cost of the Company, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in corporate transactions, which opinion shall be accepted by the Company; (ii) any sale of such Securities made in reliance on Rule 144 may be made only in accordance with the terms of said Rule and further, if said Rule is not applicable, any resale of such Securities 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 such Securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder (in each case). Any registration rights shall be further set out in the Registration Rights Agreement entered into herewith.

g. Legends. The Buyer understands that until such time as the Commitment Shares, the Note, and, upon conversion of the Note in accordance with its respective terms, the Conversion Shares, have been registered under the 1933 Act or may be sold pursuant to Rule 144 under the 1933 Act or other applicable exemption without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Securities may bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of the certificates for such Securities):

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES MAY BE CONVERTIBLE HAVE 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 (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR OTHER APPLICABLE EXEMPTION UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

The legend set forth above shall be removed and the Company shall issue a certificate for the applicable shares of Common Stock without such legend to the holder of any Security upon which it is stamped or (as requested by such holder) issue the applicable shares of Common Stock to such holder by electronic delivery by crediting the account of such holder's broker with The Depository Trust Company ("**DTC**"), if, unless otherwise required by applicable state securities laws, (a) such Security is registered for sale under an effective registration statement filed under the 1933 Act or otherwise may be sold pursuant to Rule 144 or other applicable exemption without any restriction as to the number of securities as of a particular date that can then be immediately sold; or (b) the Company or the Buyer provides the Legal Counsel Opinion (as contemplated by and in accordance with Section 4(k) hereof) to the effect that a public sale or transfer of such Security may be made without registration under the 1933 Act, which opinion shall be accepted by the Company so that the sale or transfer is effected. The Company shall be responsible for the fees of its transfer agent and all DTC fees associated with any such issuance. The Buyer agrees to sell all Securities, including those represented by a certificate(s) from which the legend has been removed, in compliance with applicable prospectus delivery requirements, if any.

h. Authorization; Enforcement. This Agreement has been duly and validly authorized by the Buyer and has been duly executed and delivered on behalf of the Buyer, and this Agreement constitutes a valid and binding agreement of the Buyer enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and except as may be limited by the exercise of judicial discretion in applying principles of equity.

i. Manipulation of Price. The Buyer has not, and to its knowledge no one acting on its behalf has: (i) taken, directly or indirectly, any action designed to cause or to result, or that could reasonably be expected to cause or result, in the stabilization or manipulation of the price of any security of the Company; (ii) bid for, purchased, or paid any compensation for soliciting purchases of, any Stock in the open market; or (iii) paid or agreed to pay to any person any compensation for soliciting another to purchase any other securities of the Company.

j. No Shorting. Buyer and its affiliates shall be prohibited from engaging directly or indirectly in any short selling or hedging transactions with respect to any securities of the Company while this Note is outstanding.

3. Representations and Warranties of the Company. The Company represents and warrants to the Buyer as of the Closing Date that:

a. Organization and Qualification. The Company and each of its Subsidiaries, not including any subsidiaries with respect to which lack of good standing or valid existence would not have a Material Adverse Effect on the Company and its Subsidiaries (as defined below), if any, is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, with full power and authority (corporate and other) to own, lease, use and operate its properties and to carry on its business as and where now owned, leased, used, operated and conducted. Schedule 3(a), if attached hereto, sets forth a list of all of the Subsidiaries of the Company and the jurisdiction in which each is incorporated. The Company and each of its Subsidiaries is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which its ownership or use of property or the nature of the business conducted by it makes such qualification necessary except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. "Material Adverse Effect" means any material adverse effect on the business, operations, assets, financial condition or prospects of the Company or its Subsidiaries, if any, taken as a whole, or on the transactions contemplated hereby or by the agreements or instruments to be entered into in connection herewith. "Subsidiaries" means any corporation or other organization, whether incorporated or unincorporated, in which the Company owns, directly or indirectly, any equity or other ownership interest greater than fifty percent (50%).

b. Authorization; Enforcement. (i) The Company has all requisite corporate power and authority to enter into and perform this Agreement, the Note, and to consummate the transactions contemplated hereby and thereby and to issue the Securities, in accordance with the terms hereof and thereof; (ii) the execution and delivery of this Agreement, the Note and the Commitment Shares by the Company and the consummation by it of the transactions contemplated hereby and thereby (including without limitation, the issuance of the Note and Commitment Shares, as well as the issuance and reservation for issuance of the Conversion Shares issuable upon conversion of the Note) have been duly authorized by the Company's Board of Directors and no further consent or authorization of the Company, its Board of Directors, its shareholders, or its debt holders is required; (iii) this Agreement, the Note, and the Commitment Shares (together with any other instruments executed in connection herewith or therewith) have been duly executed and delivered by the Company by its authorized representative, and such authorized representative is the true and official representative with authority to sign this Agreement, the Note, and issue the Commitment Shares and the other instruments documents executed in connection herewith or therewith and bind the Company accordingly; and (iv) this Agreement constitutes, and upon execution and delivery by the Company of the Note and the Commitment Shares, each of such instruments will constitute, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with their terms.

c. Capitalization; Governing Documents. As of February 16, 2021, the authorized capital stock of the Company consists of: 20,000,000,000 authorized shares of Common Stock, of which 4,469,762,151 shares were issued and outstanding. All of such outstanding shares of capital stock of the Company and the Conversion Shares, are, or upon issuance will be, duly authorized, validly issued, fully paid, and non-assessable. No shares of capital stock of the Company are subject to preemptive rights or any other similar rights of the shareholders of the Company or any liens or encumbrances imposed through the actions or failure to act of the Company other than those shares that are reserved for issuance upon conversion this Note, upon its issuance, or other similar convertible notes, or warrants or options as may be appropriate or with respect to equity or option plans and those that may relate to rights of participation or rights to adjust terms to more favorable terms. As of the effective date of this Agreement, other than as publicly announced prior to such date and reflected in the SEC Documents (as defined in this Agreement) of the Company (i) there are no outstanding options, warrants, scrip, rights to subscribe for, puts, calls, rights of first refusal, agreements, understandings, claims or other commitments or rights of any character whatsoever relating to, or securities or rights convertible into or exchangeable for any shares of capital stock of the Company or any of its Subsidiaries, or arrangements by which the Company or any of its Subsidiaries is or may become bound to issue additional shares of capital stock of the Company or any of its Subsidiaries; (ii) there are no agreements or arrangements under which the Company or any of its Subsidiaries is obligated to register the sale of any of its or their securities under the 1933 Act; and (iii) there are no anti-dilution or price adjustment provisions contained in any security issued by the Company (or in any agreement providing rights to security holders) that will be triggered by the issuance of any of the Securities. The Company has furnished to the Buyer true and correct copies of the Company's Certificate of Incorporation as in effect on the date hereof ("Certificate of Incorporation"), the Company's Bylaws, as in effect on the date hereof (the "Bylaws"), and the terms of all securities convertible into or exercisable for Common Stock of the Company and the material rights of the holders thereof in respect thereto.

d. Issuance of Conversion Shares. The Conversion Shares are duly authorized and reserved for issuance and, upon conversion of the Note in accordance with its terms, will be validly issued, fully paid and non- assessable, and free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Company and will not impose personal liability upon the holder thereof.

e. No Broker-Dealer Acknowledgement. Absent a final adjudication from a court of competent jurisdiction stating otherwise, so long as any amount on the Note remains outstanding, the Company shall not to any person, institution, governmental or other entity, state, claim, allege, or in any way assert, that Holder is currently, or ever has been a broker-dealer under the Securities Exchange Act of 1934.

f. Acknowledgment of Dilution. The Company understands and acknowledges the potentially dilutive effect of the Conversion Shares to the Common Stock upon the conversion of the Note. The Company further acknowledges that its obligation to issue, upon conversion of the Note, the Conversion Shares, in accordance with this Agreement, the Note, and issue the Commitment Shares are absolute and unconditional regardless of the dilutive effect that such issuance may have on the ownership interests of other shareholders of the Company.

g. Ranking; No Conflicts. The execution, delivery and performance of this Agreement, the Note, and the issuance of the Commitment Shares by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance and reservation for issuance of the Conversion Shares) will not (i) conflict with or result in a violation of any provision of the Certificate of Incorporation or Bylaws; or (ii) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which with notice or lapse of time or both could become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, note, evidence of indebtedness, indenture, patent, patent license or instrument to which the Company or any of its Subsidiaries is a party; or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations and regulations of any self-regulatory organizations to which the Company or its securities is subject) 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 (except for such conflicts, defaults, terminations, amendments, accelerations, cancellations and violations as would not, individually or in the aggregate, have a Material Adverse Effect); or (iv) trigger any anti-dilution or ratchet provision contained in any other contract in which the Company is a party thereto or any security issued by the Company. Neither the Company nor any of its Subsidiaries is in violation of its Certificate of Incorporation, Bylaws or other organizational documents and neither the Company nor any of its Subsidiaries is in default (and no event has occurred which with notice or lapse of time or both could put the Company or any of its Subsidiaries in default) under, and neither the Company nor any of its Subsidiaries has taken any action or failed to take any action that would give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company or any of its Subsidiaries is a party or by which any property or assets of the Company or any of its Subsidiaries is bound or affected, except for possible defaults as would not, individually or in the aggregate, have a Material Adverse Effect. The businesses of the Company and its Subsidiaries, if any, are not being conducted, and shall not be conducted so long as the Buyer owns any of the Securities, in violation of any law, ordinance or regulation of any governmental entity. Except as specifically contemplated by this Agreement and as required under the 1933 Act and any applicable state securities laws, the Company is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court, governmental agency, regulatory agency, self-regulatory organization or stock market or any third party in order for it to execute, deliver or perform any of its obligations under this Agreement and the Note in accordance with the terms hereof or thereof or to issue and sell the Note in accordance with the terms hereof and, upon conversion of the Note, issue Conversion Shares. 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 date hereof. The Company and its Subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing.

h. SEC Documents; Financial Statements. 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 Securities Exchange Act of 1934, as amended (the "1934 Act") (all of the foregoing filed prior to the date hereof and all exhibits included therein and financial statements and schedules thereto and documents (other than exhibits to such documents) incorporated by reference therein, being hereinafter referred to herein as the "SEC Documents"). As of their respective dates, the SEC Documents complied in all material respects with the requirements of the 1934 Act 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 light of the circumstances under which they were made, not misleading. None of the statements made in any such SEC Documents is, or has been, required to be amended or updated under applicable law (except for such statements as have been amended or updated in subsequent filings on or prior the date hereof). As of their respective dates, the financial statements of the Company included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with United States generally accepted accounting principles, consistently applied, during the periods involved and fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). Except as set forth in SEC Documents or the financial statements of the Company included in the SEC Documents, the Company has no liabilities, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to September 30, 2020, and (ii) obligations under contracts and commitments incurred in the ordinary course of business and not required under generally accepted accounting principles to be reflected in such financial statements, which, individually or in the aggregate, are not material to the financial condition or operating results of the Company. The Company is subject to the reporting requirements of the 1934 Act. The Company has never been a "shell company" as described in Rule 144(i)(1)(i).

i. Absence of Certain Changes. Since September 30, 2020, there has been no material adverse change and no material adverse development in the assets, liabilities, business, properties, operations, financial condition, results of operations, prospects or 1934 Act reporting status of the Company or any of its Subsidiaries.

j. Absence of Litigation. Other than as disclosed in the SEC Documents, there is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the Company or any of its Subsidiaries, threatened against or affecting the Company or any of its Subsidiaries, or their officers or directors in their capacity as such, that could have a Material Adverse Effect. The SEC Documents contain a complete list and summary description of any material pending or, to the knowledge of the Company, threatened proceeding against or affecting the Company or any of its Subsidiaries. The Company and its Subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing. Notwithstanding the foregoing, the Buyer acknowledges the existence of all litigations disclosed and outstanding the SEC Documents.

k. Intellectual Property. The Company and each of its Subsidiaries owns or possesses the requisite licenses or rights to use all patents, patent applications, patent rights, inventions, know-how, trade secrets, trademarks, trademark applications, service marks, service names, trade names and copyrights ("Intellectual Property") necessary to enable it to conduct its business as now operated (and, as presently contemplated to be operated in the future); there is no claim or action by any person pertaining to, or proceeding pending, or to the Company's knowledge threatened, which challenges the right of the Company or of a Subsidiary with respect to any Intellectual Property necessary to enable it to conduct its business as now operated (and, as presently contemplated to be operated in the future); to the best of the Company's knowledge, the Company's or its Subsidiaries' current and intended products, services and processes do not infringe on any Intellectual Property or other rights held by any person; and the Company is unaware of any facts or circumstances which might give rise to any of the foregoing. The Company and each of its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of their Intellectual Property.

l. No Materially Adverse Contracts, Etc. Neither the Company, nor any of its Subsidiaries, is subject to any charter, corporate or other legal restriction, or any judgment, decree, order, rule or regulation which in the judgment of the Company's officers has or is expected in the future to have a Material Adverse Effect. Neither the Company, nor any of its Subsidiaries, is a party to any contract or agreement which in the judgment of the Company's officers has or is expected to have a Material Adverse Effect.

m. Tax Status. The Company and each of its Subsidiaries has made or filed all federal, state and foreign income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject (unless and only to the extent that the Company and each of its Subsidiaries has set aside on its books provisions reasonably adequate for the payment of all unpaid and unreported taxes) and has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and has set aside on its books provisions reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim. The Company has not executed a waiver with respect to the statute of limitations relating to the assessment or collection of any foreign, federal, state or local tax. None of the Company's tax returns is presently being audited by any taxing authority.

n. Transactions with Affiliates. Except as disclosed in SEC filings and except for arm's length transactions pursuant to which the Company or any of its Subsidiaries makes payments in the ordinary course of business upon terms no less favorable than the Company or any of its Subsidiaries could obtain from third parties and other than the grant of stock options described in the SEC Documents, none of the officers, directors, or employees of the Company is presently a party to any transaction with the Company or any of its Subsidiaries (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any corporation, partnership, trust or other entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner.

o. Disclosure. All information relating to or concerning the Company or any of its Subsidiaries set forth in this Agreement and provided to the Buyer pursuant to Section 2(d) hereof and otherwise in connection with the transactions contemplated hereby is true and correct in all material respects and the Company has not omitted to state any material fact necessary in order to make the statements made herein or therein, in light of the circumstances under which they were made, not misleading. No event or circumstance has occurred or exists with respect to the Company or any of its Subsidiaries or its or their business, properties, prospects, operations or financial conditions, which, under applicable law, rule or regulation, requires public disclosure or announcement by the Company but which has not been so publicly announced or disclosed (assuming for this purpose that the Company's reports filed under the 1934 Act are being included in, or to the extent appropriate and permitted, incorporated into an effective registration statement filed by the Company under the 1933 Act).

p. Acknowledgment Regarding Buyer's Purchase of Securities. The Company acknowledges and agrees that the Buyer is acting solely in the capacity of arm's length purchaser with respect to this Agreement and the transactions contemplated hereby. The Company further acknowledges that the Buyer is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the transactions contemplated hereby and any statement made by the Buyer or any of its respective representatives or agents in connection with this Agreement and the transactions contemplated hereby is not advice or a recommendation and is merely incidental to the Buyer's purchase of the Securities. The Company further represents to the Buyer that the Company's decision to enter into this Agreement has been based solely on the independent evaluation of the Company and its representatives.

q. [RESERVED]

r. No Brokers. Other than the use of JH Darbie and Co., the Company has taken no action which would give rise to any claim by any person for brokerage commissions, transaction fees or similar payments relating to this Agreement or the transactions contemplated hereby.

s. Permits; Compliance. The Company and each of its Subsidiaries is in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exemptions, consents, certificates, approvals and orders necessary to own, lease and operate its properties and to carry on its business as it is now being conducted (collectively, the "Company Permits"), and there is no action pending or, to the knowledge of the Company, threatened regarding suspension or cancellation of any of the Company Permits. Neither the Company nor any of its Subsidiaries is in conflict with, or in default or violation of, any of the Company Permits, except for any such conflicts, defaults or violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. Since September 30, 2020, neither the Company nor any of its Subsidiaries has received any notification with respect to possible conflicts, defaults or violations of applicable laws, except for notices relating to possible conflicts, defaults or violations, which conflicts, defaults or violations would not have a Material Adverse Effect.

t. Environmental Matters.

(i) There are, to the Company's knowledge, with respect to the Company or any of its Subsidiaries or any predecessor of the Company, no past or present violations of Environmental Laws (as defined below), releases of any material into the environment, actions, activities, circumstances, conditions, events, incidents, or contractual obligations which may give rise to any common law environmental liability or any liability under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or similar federal, state, local or foreign laws and neither the Company nor any of its Subsidiaries has received any notice with respect to any of the foregoing, nor is any action pending or, to the Company's knowledge, threatened in connection with any of the foregoing. The term "Environmental Laws" means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or

subsurface strata), including, without limitation, laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants contaminants, or toxic or hazardous substances or wastes (collectively, "Hazardous Materials") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

(ii) Other than those that are or were stored, used or disposed of in compliance with applicable law, no Hazardous Materials are contained on or about any real property currently owned, leased or used by the Company or any of its Subsidiaries, and no Hazardous Materials were released on or about any real property previously owned, leased or used by the Company or any of its Subsidiaries during the period the property was owned, leased or used by the Company or any of its Subsidiaries, except in the normal course of the Company's or any of its Subsidiaries' business.

(iii) There are no underground storage tanks on or under any real property owned, leased or used by the Company or any of its Subsidiaries that are not in compliance with applicable law.

u. Title to Property. The Company and its Subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them which is material to the business of the Company and its Subsidiaries, in each case free and clear of all liens, encumbrances and defects except such as are described in Schedule 3(u), if attached hereto, or such as would not have a Material Adverse Effect. Any real property and facilities held under lease by the Company and its Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as would not have a Material Adverse Effect.

v. 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. Neither the Company nor any such Subsidiary has any reason to believe that it will not be able 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. Upon written request the Company will provide to the Buyer true and correct copies of all policies relating to directors' and officers' liability coverage, errors and omissions coverage, and commercial general liability coverage.

w. Internal Accounting Controls. The Company and each of its Subsidiaries maintain a system of internal accounting controls sufficient, in the judgment of the Company's board of directors, to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

x. Foreign Corrupt Practices. Neither the Company, nor any of its Subsidiaries, nor any director, officer, agent, employee or other person acting on behalf of the Company or any Subsidiary has, in the course of his actions for, or on behalf of, the Company, used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

y. [RESERVED]

z. No Investment Company. The Company is not, and upon the issuance and sale of the Securities as contemplated by this Agreement will not be an "investment company" required to be registered under the Investment Company Act of 1940 (an "Investment Company"). The Company is not controlled by an Investment Company.

aa. No Off-Balance Sheet Arrangements. There is no transaction, arrangement, or other relationship between the Company or any of its Subsidiaries and an unconsolidated or other off-balance sheet entity that is required to be disclosed by the Company in its 1934 Act filings and is not so disclosed or that otherwise could be reasonably likely to have a Material Adverse Effect.

bb. No Disqualification Events. None of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of twenty percent (20%) or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the 1933 Act) connected with the Company in any capacity at the time of sale (each, an "Issuer Covered Person") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the 1933 Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event.

cc. Manipulation of Price. The Company has not, and to its knowledge no one acting on its behalf has: (i) taken, directly or indirectly, any action designed to cause or to result, or that could reasonably be expected to cause or result, in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Securities, or (iii) paid or agreed to pay to any person any compensation for soliciting another to purchase any other securities of the Company. Notwithstanding the foregoing, the Company has engaged, in ordinary course of business, in investor relations activities and has engaged one or more companies to assist in such activities.

dd. Bank Holding Company Act. Neither the Company nor any of its Subsidiaries is subject to the Bank Holding Company Act of 1956, as amended (the "BHCA") and to regulation by the Board of Governors of the Federal Reserve System (the "Federal Reserve"). Neither the Company nor any of its Subsidiaries or affiliates owns or controls, directly or indirectly, five percent (5%) or more of the outstanding shares of any class of voting securities or twenty-five percent (25%) or more of the total equity of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve. Neither the Company nor any of its Subsidiaries or affiliates exercises a controlling influence over the management or policies of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve.

ee. Illegal or Unauthorized Payments; Political Contributions. Neither the Company nor any of its Subsidiaries nor, to the Company's knowledge, any of the officers, directors, employees, agents or other representatives of the Company or any of its Subsidiaries or any other business entity or enterprise with which the Company or any Subsidiary is or has been affiliated or associated, has, directly or indirectly, made or authorized any payment, contribution or gift of money, property, or services, whether or not in contravention of applicable law, (i) as a kickback or bribe to any person; or (ii) to any political organization, or the holder of or any aspirant to any elective or

appointive public office except for personal political contributions not involving the direct or indirect use of funds of the Company or any of its Subsidiaries.

f f . Breach of Representations by the Company. The Company agrees that if the Company breaches any of the representations set forth in this Section 3 or the Note, that would have a Material Adverse Effect, in addition to any other remedies available to the Buyer pursuant to this Agreement, it will be considered an Event of Default under Section 3 of the Note.

4. ADDITIONAL COVENANTS, AGREEMENTS AND ACKNOWLEDGEMENTS.

a. Best Efforts. The parties shall use their reasonable best efforts to satisfy timely each of the conditions described in Section 6 and 7 of this Agreement.

b. Use of Proceeds. The Company shall use the proceeds for the repayment of any indebtedness, not including, however, any indebtedness owed to officers, directors or employees of the Company or their affiliates or in violation or contravention of any applicable law, rule or regulation. Any excess proceeds shall be used for general working capital.

c. Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Buyer in order to enforce any right or remedy under this Agreement, the Note and any document, agreement or instrument contemplated thereby. Notwithstanding any provision to the contrary contained in this Agreement, the Note and any document, agreement or instrument contemplated thereby, it is expressly agreed and provided that the total liability of the Company under this Agreement, the Note or any document, agreement or instrument contemplated thereby for payments which under applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under applicable law in the nature of interest that the Company may be obligated to pay under this Agreement, the Note and any document, agreement or instrument contemplated thereby exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by law applicable to this Agreement, the Note and any document, agreement or instrument contemplated thereby is increased or decreased by statute or any official governmental action subsequent to the date hereof, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Agreement, the Note and any document, agreement or instrument contemplated thereby from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Buyer with respect to indebtedness evidenced by this Agreement, the Note and any document, agreement or instrument contemplated thereby, such excess shall be applied by the Buyer to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Buyer's election.

d. Restriction on Activities. Commencing as of the date first above written, and until the earlier of payment of the Note in full or full conversion of the Note, the Company shall not, directly or indirectly, without the Buyer's prior written consent, which consent shall not be unreasonably withheld: (a) change the nature of its business in any material respect; or (b) sell, divest, acquire, change the structure of any material assets other than in the ordinary course of business. Notwithstanding the forgoing, any prior public disclosure of the Company's intent or contemplation to sell, divest, acquire, or change the structure of any material assets shall not require Buyer's prior written consent.

e. Listing. The Company, for so long as the Buyer owns any of the Securities, will maintain the listing and trading of its Common Stock on the Principal Market or any replacement exchange or electronic quotation system (including but not limited to the Pink Sheets electronic quotation system) and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Financial Industry Regulatory Authority ("FINRA") and such exchanges, as applicable. The Company shall promptly provide to the Buyer copies of any notices it receives from the Principal Market and any other exchanges or electronic quotation systems on which the Common Stock is then traded regarding the continued eligibility of the Common Stock for listing on such exchanges and quotation systems.

f. Corporate Existence. The Company will, so long as there is any remaining principal amount or accrued interest outstanding with respect to the Note, maintain its corporate existence and shall not sell all or substantially all of the Company's assets, except in the event of a merger or consolidation or sale of all or substantially all of the Company's assets, where the surviving or successor entity in such transaction (i) assumes the Company's obligations hereunder and under the agreements and instruments entered into in connection herewith and (ii) is a publicly traded corporation whose Common Stock is listed for trading or quotation on the Principal Market, any tier of the NASDAQ Stock Market, the New York Stock Exchange or the NYSE MKT.

g. No Integration. The Company shall not make any offers or sales of any security (other than the Securities) under circumstances that would require registration of the Securities being offered or sold hereunder under the 1933 Act or cause the offering of the Securities to be integrated with any other offering of securities by the Company for the purpose of any stockholder approval provision applicable to the Company or its securities.

h. Breach of Covenants. The Company acknowledges and agrees that if the Company breaches any of the covenants set forth in this Section 4 that would have a Material Adverse Effect, in addition to any other remedies available to the Buyer pursuant to this Agreement, it will be considered an Event of Default under Section 3.2 of the Note.

i. Compliance with 1934 Act; Public Information Failures. For so long as any portion of the principal amount or any accrued interest remains outstanding, the Company shall comply in all material respects with the reporting requirements of the 1934 Act; and the Company shall continue to be subject to the reporting requirements of the 1934 Act. During the period that the Buyer beneficially owns the Note, if the Company shall (i) fail for any reason to satisfy the requirements of Rule 144(c)(1), including, without limitation, the failure to satisfy the current public information requirements under Rule 144(c) or (ii) if the Company has ever been an issuer described in Rule 144(i)(1)(i) or becomes such an issuer in the future, and the Company shall fail to satisfy any condition set forth in Rule 144(i)(2) (each, a "Public Information Failure") then, as partial relief for the damages to the Buyer by reason of any such delay in or reduction of its ability to sell the Securities (which remedy shall not be exclusive of any other remedies available pursuant to this Agreement, the Note, or at law or in equity), the Company shall pay to the Buyer on every thirtieth day (pro-rated for periods totaling less than thirty days), an amount in cash equal to three percent (3%) of the Purchase Price for each day of a Public Information Failure until the date such Public Information Failure is cured. The payments to which a holder shall be entitled pursuant to this Section 4(i) are referred to herein as "Public Information Failure Payments." Public Information Failure Payments shall be paid on the earlier of (i) the last day of the calendar month during which such Public Information Failure Payments are incurred and (iii) the third business day after the event or failure giving rise to the Public Information Failure Payments is cured. In the event the Company fails to make Public Information Failure Payments in a timely manner, such Public Information Failure Payments shall bear interest at the rate of two percent (2%) per month (prorated for partial months) until paid in full. As used in this Agreement, the term "business day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the city of New York, New York are authorized or required by law or

executive order to remain closed.

j. Disclosure of Transactions and Other Material Information. By 9:00 a.m., New York time, four (4) Business Days following the date this Agreement has been fully executed and funded, the Company shall file a Current Report on Form 8-K describing the terms of the transactions contemplated by this Agreement in the form required by the 1934 Act and attaching this Agreement, the form of Note and any other related documents that are required to be filed (the "8-K Filing"). From and after the filing of the 8-K Filing with the SEC, the Buyer shall not be in possession of any material, non-public information received from the Company, any of its Subsidiaries or any of their respective officers, directors, employees or agents that is not disclosed in the 8-K Filing. In addition, effective upon the filing of the 8-K Filing, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and the Buyer or any of its affiliates, on the other hand, shall terminate.

k. Legal Counsel Opinions. Upon the request of the Buyer from to time to time, the Company shall be responsible, at its cost, for promptly supplying to the Company's transfer agent and the Buyer, at the Company's discretion, either a customary legal opinion letter or reliance letter (which reliance letter shall indicate that the transfer agent may rely on the opinion of Buyer's counsel) of its counsel (the "Legal Counsel Opinion or Reliance Letter") to the effect that the resale of the Conversion Shares by the Buyer or its affiliates, successors and assigns is exempt from the registration requirements of the 1933 Act pursuant to Rule 144, provided the requirements of Rule 144 are satisfied and provided the Conversion Shares are not then registered under the 1933 Act for resale pursuant to an effective registration statement, or other applicable exemption, provided the requirements of such other applicable exemption are satisfied. Buyer will take no action or inaction that would invalidate the proposed opinion. Buyer will provide the customary representations to counsel in order to provide such an opinion. Should the Company's legal counsel fail for any reason other than that the requirements of said exemption are unavailable in the reasonable opinion of counsel to issue the Legal Counsel Opinion or Reliance Letter, the Buyer may, at the Company's cost, secure another legal counsel, acceptable to the Company, to issue the Legal Counsel Opinion or Reliance Letter, and the Company will instruct its transfer agent to accept such opinion. The Company represents that it is not now, nor ever has been, a "shell company."

l. Most-Favored Nation. While the Note or any principal amount, interest or fees or expenses due thereunder remain outstanding and unpaid, the Company shall not enter into any subsequent public or private offering of its securities (including securities convertible into shares of Common Stock), or issue any securities from existing convertible or exercisable securities, with any individual or entity (an "Other Investor") that has the effect of establishing rights or otherwise benefiting such Other Investor in a manner more favorable in any material respect to such Other Investor than the rights and benefits established in favor of the Buyer by this Agreement. In the event the Company enters into such an agreement with said more favorable terms, this Agreement shall automatically, without further action of the parties, be amended to include those more favorable terms into this Agreement. Notwithstanding the foregoing, any conversion prices that are variable in nature shall be included herein as a Fixed Conversion Price and the variable characteristics shall not be incorporated herein.

m. Non-Public Information. The Company covenants and agrees that, neither it, nor any other person acting on its behalf will provide the Buyer or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto the Buyer shall have consented to the receipt of such information and agreed with the Company to keep such information confidential. The Company understands and confirms that the Buyer shall be relying on the foregoing covenant in effecting transactions in securities of the Company. To the extent that the Company delivers any material, non-public information to the Buyer without such Buyer's consent, the Company hereby covenants and agrees that such Buyer shall not have any duty of confidentiality to the Company, any of its Subsidiaries, or any of their respective officers, directors, agents, employees or affiliates, not to trade on the basis of, such material, non-public information, provided that the Buyer shall remain subject to applicable law. To the extent that any notice provided, information provided, or any other communications made by the Company, to the Buyer, constitutes or contains material non-public information regarding the Company or any Subsidiaries, the Company shall, as promptly as reasonably possible, file such notice or other material information with the SEC pursuant to a Current Report on Form 8-K or other means of public release. In addition to any other remedies provided by this Agreement or the related transaction documents, if the Company provides any material non-public information to the Buyer without their prior written consent, and it fails to disclose this material non-public information in accordance with this provision, it shall pay the Buyer as partial liquidated damages and not as a penalty a sum equal to $3,000 per day beginning with the day the information is disclosed to the Buyer and ending and including the day the Form 8-K disclosing this information is filed.

n. [RESERVED].

As used in this Agreement, the term "business day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the city of New York, New York are authorized or required by law or executive order to remain closed.

5. Transfer Agent Instructions. The Company shall issue irrevocable instructions to the Company's transfer agent to issue certificates or other evidence of ownership of such equity instruments in book-entry, registered in the name of the Buyer or its nominee or in street name, upon conversion of the Note, the Conversion Shares, in such amounts as specified from time to time by the Buyer to the Company in accordance with the terms thereof (the "Irrevocable Transfer Agent Instructions"). In the event that the Company proposes to replace its transfer agent, the Company shall provide, prior to the effective date of such replacement, a fully executed Irrevocable Transfer Agent Instructions in a form as initially delivered pursuant to this Agreement (including but not limited to the provision to irrevocably reserve shares of Common Stock in the Reserved Amount (as defined in the Note)) signed by the successor transfer agent to the Company and the Company. Prior to registration of the Conversion Shares under the 1933 Act or the date on which the Conversion Shares may be sold pursuant to Rule 144, Rule 144A, Regulation S, or other applicable exemption without any restriction as to the number of Securities as of a particular date that can then be immediately sold, all such certificates shall bear the restrictive legend specified in Section 2(g) of this Agreement. The Company warrants that: (i) no instruction other than the Irrevocable Transfer Agent Instructions referred to in this Section 5 will be given by the Company to its transfer agent; (ii) it will not direct its transfer agent not to transfer or delay, impair, and/or hinder its transfer agent in transferring (or issuing electronically or in certificated form) any certificate for Securities to be issued to the Buyer upon conversion of or otherwise pursuant to the Note as and when required by the Note and this Agreement; (iii) it will not fail to remove (or directs its transfer agent not to remove or impairs, delays, or hinders its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any Securities issued to the Buyer upon conversion of or otherwise pursuant to the Note as and when required by the Note and this Agreement; and (iv) it will provide any required issuance approvals to its transfer agent within six (6) hours of each conversion of the Note. Nothing in this Section shall affect in any way the Buyer's obligations and agreement set forth in this Agreement hereof to comply with all applicable prospectus delivery requirements, if any, upon resale of the Securities. If the Buyer provides the Company, at the cost of the Company, with (i) an opinion of counsel in form, substance and scope customary for opinions in comparable transactions, to the effect that a public sale or transfer of such Securities may be made without registration under the 1933 Act and such sale or transfer is effected, or (ii) the Buyer provides reasonable assurances that the Securities can be sold pursuant to Rule 144, Rule 144A, Regulation S, or other applicable exemption, the Company shall permit the transfer, and, in the case of the Securities, promptly instruct its transfer agent to issue one or more certificates, free from restrictive legend, in such name and in such denominations as specified by the Buyer. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Buyer, by vitiating the intent and purpose of the transactions contemplated hereby. Accordingly, the Company acknowledges that the remedy at law for a breach of its obligations under this Section 5 may be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Section, that the Buyer shall be entitled, in addition to all other available remedies, to an injunction restraining any breach and requiring immediate transfer, without the necessity of showing economic loss and without any bond or other security being required.

6. Conditions to the Company's Obligation to Sell. The obligation of the Company hereunder to issue and sell the Note and the Commitment Shares to the Buyer at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions thereto, 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:

a. The Buyer shall have executed this Agreement and delivered the same to the Company.

b. The Buyer shall have delivered the Purchase Price in accordance with Section 1(b) above.

c. The representations and warranties of the Buyer shall be true and correct in all material respects as of the date when made and as of the Closing Date, as though made at that time (except for representations and warranties that speak as of a specific date), and the Buyer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Buyer at or prior to the Closing Date.

d. No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.

7. Conditions to The Buyer's Obligation to Purchase. The obligation of the Buyer hereunder to purchase the Note, on the Closing Date, is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that these conditions are for the Buyer's sole benefit and may be waived by the Buyer at any time in its sole discretion:

a. The Company shall have executed this Agreement and delivered the same to the Buyer.

b. The Company shall have delivered to the Buyer the duly executed Note in such denominations as the Buyer shall request and in accordance with Section 1(b) above.

c. The Irrevocable Transfer Agent Instructions, in form and substance satisfactory to the Buyer, shall have been delivered to and acknowledged in writing by the Company's Transfer Agent.

d. The representations and warranties of the Company shall be true and correct in all material respects as of the date when made and as of Closing Date, as though made at such time (except for representations and warranties that speak as of a specific date) and the Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company at or prior to the Closing Date.

e. No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.

f. No event shall have occurred which could reasonably be expected to have a Material Adverse Effect on the Company including but not limited to a change in the 1934 Act reporting status of the Company or the failure of the Company to be timely in its 1934 Act reporting obligations.

g. The Company shall have delivered to the Buyer (i) a certificate evidencing the formation and good standing of the Company and each of its Subsidiaries in such entity's jurisdiction of formation issued by the Secretary of State (or comparable office) of such jurisdiction, as of a date within ten (10) days of the Closing Date, and (ii) resolutions adopted by the Company's Board of Directors at a duly called meeting or by unanimous written consent authorizing this Agreement and all other documents, instruments and transactions contemplated hereby.

8. Governing Law; Miscellaneous.

a. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement, the Note, or any other agreement, certificate, instrument or document contemplated hereby shall be brought only in the state courts of New York or in the federal courts located in the state of New York. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. **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 TRANSACTIONS CONTEMPLATED HEREBY.** The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement, the Note, the Commitment Shares, or any other agreement, certificate, instrument or document contemplated hereby or thereby by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

b. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. A facsimile or .pdf signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or .pdf signature. Delivery of a counterpart signature hereto by facsimile or email/.pdf transmission shall be deemed validly delivery thereof.

c. Construction; Headings. This Agreement shall be deemed to be jointly drafted by the Company and the Buyer and shall not be construed against any person as the drafter hereof. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.

d. Severability. In the event that any provision of this Agreement, the Note, or any other agreement or instrument delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Agreement, the Note, the Commitment Shares, or any other agreement, certificate, instrument or document contemplated hereby or thereby.

e. Entire Agreement; Amendments. This Agreement, the Note, the Commitment Shares, and the instruments referenced herein 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 the Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement or any agreement or instrument contemplated hereby may be waived or amended other than by an instrument in writing signed by the Buyer.

f. Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served; (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid; (iii) delivered by reputable air courier service with charges prepaid; or (iv) transmitted by hand delivery, telegram, e-mail or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by e-mail or facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received), or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Company, to:

DARKPULSE, INC.
1345 Avenue of the Americas, 2nd Floor
New York, New York 10105
Attention: Dennis O'Leary
e-mail: doleary@darkpulse.com

If to the Buyer:

FIRSTFIRE GLOBAL OPPORTUNITIES FUND LLC
1040 First Avenue, Suite 190
New York, NY 10022
Attention: Eli Fireman
e-mail: eli@firstfirecapital.com

With a copy by e-mail only to (which copy shall not constitute notice):

FABIAN VANCOTT
Attn: Anthony Michael Panek
e-mail: apanek@fabianvancott.com

g. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Neither the Company nor the Buyer shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other. Notwithstanding the foregoing, subject to Section 2(f), the Buyer may assign its rights hereunder to any person that purchases Securities in a private transaction from the Buyer or to any of its "affiliates," as that term is defined under the 1934 Act, without the consent of the Company.

h. 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.

i. Survival. The representations and warranties of the Company and the Buyer and the agreements and covenants set forth in this Agreement shall survive the closing hereunder notwithstanding any due diligence investigation conducted by or on behalf of the Buyer or by or on behalf of the Company. The Company agrees to indemnify and hold harmless the Buyer and all their officers, directors, employees and agents for loss or damage arising as a result of or related to any breach or alleged breach by the Company of any of its representations, warranties and covenants set forth in this Agreement or any of its covenants and obligations under this Agreement, including advancement of expenses as they are incurred. The Buyer agrees to indemnify and hold harmless the Company and all its officers, directors, employees and agents for loss or damage arising as a result of or related to any breach or alleged breach by the Buyer of any of its representations, warranties and covenants set forth in this Agreement or any of its covenants and obligations under this Agreement, including advancement of expenses as they are incurred.

j. Publicity. The Company shall be entitled, without the prior approval of the Buyer, to make any press release or SEC, Principal Market (or other applicable trading market) or FINRA filings with respect to such transactions as is required by applicable law and regulations (although the Buyer shall be consulted by the Company in connection with any such press release prior to its release and shall be provided with a copy thereof and be given an opportunity to comment thereon).

k. Expense Reimbursement; Further Assurances. At the Closing to occur as of the Closing Date, the Company shall pay on behalf of the Buyer or reimburse the Buyer for its legal fees and expenses incurred in connection with this Agreement, pursuant to the disbursement authorization signed by the Company of even date. 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 the 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.

l. [RESERVED]

m. Indemnification. In consideration of the Buyer's execution and delivery of this Agreement and acquiring the Securities hereunder, and in addition to all of the Company's other obligations under this Agreement or the Note, the Company shall defend, protect, indemnify and hold harmless the Buyer and its stockholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "Indemnitees") from and against any and all third party actions, causes of

action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "Indemnified Liabilities"), incurred by any Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by the Company in this Agreement, the Note or any other agreement, certificate, instrument or document contemplated hereby or thereby, (b) any breach of any covenant, agreement or obligation of the Company contained in this Agreement, the Note or any other agreement, certificate, instrument or document contemplated hereby or thereby or (c) any cause of action, suit or claim brought or made against such Indemnitee by a third party (including for these purposes a derivative action brought on behalf of the Company) and arising out of or resulting from (i) the execution, delivery, performance or enforcement of this Agreement, the Note or any other agreement, certificate, instrument or document contemplated hereby or thereby; (ii) any transaction financed or to be financed in whole or in part, directly or indirectly, with the proceeds of the issuance of the Securities; or (iii) the status of the Buyer or holder of the Securities as an investor in the Company pursuant to the transactions contemplated by this Agreement. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities that is permissible under applicable law.

n. Remedies. The Company and the Buyer each acknowledge that a breach by one, of its obligations hereunder will cause irreparable harm to the other by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Company and the Buyer each acknowledge that the remedy at law for a breach of its obligations under this Agreement or the Note will be inadequate and agrees, in the event of a breach or threatened breach by the Company or the Buyer of the provisions of this Agreement, the Note, or the Commitment Shares, that the Company or the Buyer, as appropriate, shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Agreement or the Note and to enforce specifically the terms and provisions hereof, without the necessity of showing economic loss and without any bond or other security being required.

o. Payment Set Aside. To the extent that the Company makes a payment or payments to the Buyer hereunder or pursuant to the Note, or the Buyer enforces or exercises its rights hereunder or thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other person or entity under any law (including, without limitation, any bankruptcy law, foreign, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

p. Failure or Indulgence Not Waiver. No failure or delay on the part of the Buyer on the one hand or the Company on the other hand, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privileges. All rights and remedies of the Buyer or the Company existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

IN WITNESS WHEREOF, the undersigned Buyer and the Company have caused this Agreement to be duly executed as of the date first above written.

DARKPULSE, INC.

By: */s/ Dennis O'Leary*
Name: Dennis O'Leary
Title: Chief Executive Officer

FIRSTFIRE GLOBAL OPPORTUNITIES FUND, LLC

By: FirstFire Capital Management, LLC

By: */s/ Eli Fireman*
Name: Eli Fireman
Title: Manager

SUBSCRIPTION AMOUNT:

Principal Amount of Note: $825,000.00
Actual Amount of Purchase Price of Note: $750,000.00*

*The purchase price of $750,000.00 shall be paid promptly after the full execution of the Note and related transaction documents.

EXHIBIT A

FORM OF NOTE

[attached hereto]

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of April 26, 2021, is made by and between DarkPulse, Inc., a Delaware corporation (the "Company"), and FirstFire Global Opportunities Fund, LLC (the "Holder"). The Company and the Holder are hereinafter sometimes collectively referred to as the "Parties" and each a "Party" to this Agreement.

RECITALS

WHEREAS, the Company's Board of Directors (the "Board") has unanimously approved, upon the terms and subject to the conditions of, that certain Securities Purchase Agreement, of even date herewith, by and between the Holder and the Company (the "Purchase Agreement"), the Company has agreed to issue and sell to Holder a convertible promissory note in the principal amount of $825,000.00 (the "Note") and 75,000,000 shares of Common Stock (the "Commitment Shares") to the Holder; and

WHEREAS, to induce the Holder to execute and deliver the Purchase Agreement and this Agreement, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended (the "Securities Act") and the rules and regulations promulgated thereunder, and applicable state securities laws, with respect to the Shares (as defined below) issuable pursuant to the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, the agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Holder, intending to be legally bound, hereby agree as follows:

This Agreement predominately references a Registration Statement and inclusion of the Holder's securities thereunder. However, the Company may also satisfy any of its obligations hereunder by including the Holder's securities in a Regulation A Offering filed with the SEC and New York state. As a result, references to Registration Statement, Effectiveness, among others, and the deadlines related thereto, also can be satisfied by having a Regulation A Offering qualified covering the Holder's securities.

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

a. "Closing Date" shall mean the Purchase Date, as such term is defined in the Purchase Agreement.

b. "Filing Date" shall mean the date the Registration Statement has been filed with the SEC (as determined by EDGAR) and no stop order of acceptance has been issued by the SEC.

c. "Registration Statement" means a Registration Statement of the Company filed with the SEC under the Securities Act.

d. "Person" means a corporation, a limited liability company, an association, a partnership, an organization, a business, an individual, a governmental or political subdivision thereof or a governmental agency.

e. "Principal Market" means either the NYSE MKT (formerly the American Stock Exchange), the New York Stock Exchange, Inc., any tier of the NASDAQ Stock Market, OTCQX® Best Market, the OTCQB® Venture Market or the OTC Pink Market, whichever is the principal market on which the Securities is listed.

f. "Purchase Amount" means the Purchase Price, as such term is defined in the Purchase Agreement.

g. "Effectiveness Date" shall mean the date the SEC declares the Registration Statement effective and the Company has filed all necessary amendments covering the resale of Shares.

h. "Register," "Effective" and "Effectiveness" refer to the process of register shares under a Registration Statement by preparing and filing with the SEC one or more Registration Statements in compliance with the Securities Act and any successor rule providing for among other securities, the Shares (defined below), and the process of keeping such Registration Statement(s) effective.

i. "Shares" means the shares of Common Stock issued or issuable (i) pursuant to the Purchase Agreement (including the Commitment Shares) and (ii) any shares of capital stock issued or issuable with respect to such Note and any conversion thereof, or other securities issued as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise, which have not been (x) included in a Registration Statement that has been declared effective by the SEC, (y) sold under circumstances meeting all of the applicable conditions of Rule 144, promulgated under the Securities Act or (z) saleable without limitation as to time, manner and volume pursuant to Rule 144(k) (or any similar provision then in force) under the Securities Act.

j. "SEC" means the United States Securities and Exchange Commission.

All capitalized terms used but not defined in this Agreement shall have the meaning ascribed to them in the Purchase Agreement; provided however, that any references to Fixed Conversion Price or Default Fixed Conversion Price shall have the meaning ascribed to them in the Note.

For the purposes of determining dates for penalties or filing deadlines, as outlined in this Agreement, both Parties agree that the date given by the SEC shall constitute the official date.

2. Registration.

a . Registration. If at any time while any amounts are due outstanding under the Note, the Company files a Registration Statement under the Securities Act, the Company shall use its commercially reasonable efforts, to the extent permissible under U.S. securities laws and the rules and regulations thereunder, to include the Shares in such Registration Statement with the intention of covering the resale of all of the Shares. If the Company cannot register enough shares to cover resale of all of the Shares of the Holder, the Company shall register an amount equal to the maximum amount allowed under the applicable rule or rules as interpreted by the SEC. In the event the Company cannot Register sufficient shares to cover the Securities, due to the remaining number of authorized shares being insufficient, the Company will use its best efforts to effective the maximum number of shares it can, based upon the remaining balance of authorized shares and will use its best efforts to increase the number of its authorized shares as soon as reasonably practicable.

b. The Company shall use its commercially reasonable efforts, to the extent permissible under U.S. securities laws, to have the Registration Statement filed with the SEC within ninety (90) days following the payment of the consideration due under the Note (the "Filing Deadline").

Notwithstanding the foregoing, failure to file by the Filing Deadline shall not constitute an Event of Default under the Note to the extent any delay in the filing of the Registration Statement occurs because of an act of, or a failure to act or to act timely by the Holder or is otherwise attributable to the Holder.

The Company acknowledges that its failure to have the Registration Statement filed by the Filing Deadline will cause the Holder to suffer irreparable harm, and, that damages will be difficult to ascertain. Accordingly, the Parties agree that it is appropriate that the failure to file by the Filing Deadline shall constitute an acceleration event with respect to the Maturity Date of the Note. The availability of any remedies hereunder and thereunder shall not relieve the Company from its obligations to register the Shares and deliver the Shares pursuant to the terms of this Agreement and the Purchase Agreement.

c. The Company shall use its best efforts and take all available steps to have the Registration Statement declared effective by the SEC within one hundred eighty (180) calendar days after the Filing Date (the "Effectiveness Deadline"). If the Registration Statement covering the Shares to be filed by the Company pursuant to Section 2(a) hereof has not become effective by the Effectiveness Deadline, then it shall constitute an Event of Default under the Note.

If the Registration Statement covering the Shares to be filed by the Company pursuant to Section 2(a) hereof has become effective, and, thereafter, the Holder's right to sell is suspended, for any reason, then the Company shall pay the Holder the sum of one percent (1%) of the Purchase Amount plus interest and penalties due to the Holder for the Shares pursuant to the Purchase Agreement for each thirty (30) calendar day period, pro-rata, compounded annually, following the suspension, until such suspension ceases (the "Suspension Damages"). The Suspension Damages shall continue until the obligation is fulfilled and shall be paid within five (5) business days after each thirty (30) day period, or portion thereof, until such suspension is released. The Suspension Damages shall be paid, at the Holder's option, in cash or shares of the Company's common stock, par value $0.001, priced at the Default Fixed Conversion Price, or portion thereof. Failure of the Company to make payment within said five (5) business days after each thirty (30) day period shall be considered a breach of this Agreement.

Notwithstanding the foregoing, the amounts payable by the Company pursuant to this Section 2(c) shall not be payable to the extent any delay in the effectiveness of the Registration Statement or any suspension of the Registration Statement occurs because of an act of, or a failure to act or to act timely by the Holder or is otherwise attributable to the Holder.

The Company acknowledges that its failure to have the Registration Statement become effective by the Effectiveness Deadline or to permit the suspension of the Registration Statement, will cause the Holder to suffer irreparable harm and, that damages will be difficult to ascertain. Accordingly, the Parties agree that it is appropriate to include in this Agreement a provision for liquidated damages. The Parties acknowledge and agree that the liquidated damages provision set forth in this Section 2(c) represents the Parties' good faith effort to quantify such damages and, as such, agree that the form and amount of such liquidated damages are reasonable and will not constitute a penalty. The payment of liquidated damages shall not relieve the Company from its obligations to effective the Shares and deliver the Shares pursuant to the terms of this Agreement and the Purchase Agreement.

3. Related Obligations.

At such time as the Company is obligated to prepare and file a Registration Statement with the SEC pursuant to Section 2(a) hereof, the Company will use its best efforts to Register the Shares in accordance with the intended method of disposition thereof and, with respect thereto, the Company shall have the following obligations:

a. The Company shall use its best efforts to cause such Registration Statement relating to the Shares to become effective within ninety (90) calendar days after the Filing Date and shall keep such Registration Statement Effective until the date on which the Holder shall have sold all the Shares, or the Shares included therein otherwise cease to be Shares (the "Effectiveness Period"), which Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall, as of the date thereof, 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 light of the circumstances in which they were made, not misleading.

b. The Company shall prepare and file with the SEC such amendments (including post-effectiveness amendments) and supplements to the Registration Statement and any exhibits and attachments thereto, as may be necessary to keep such Registration Statement Effective during the Effectiveness Period, and, during such period, comply with the provisions of the Securities Act with respect to the disposition of all the Shares of the Company covered by such Registration Statement until such time as all of such Shares shall have been disposed of in accordance with the intended methods of disposition by the Holder as set forth in such Registration Statement. In the event the number of shares available under a Registration Statement filed pursuant to this Agreement is at any time insufficient to cover all of the Shares, the Company shall amend such Registration Statement, or file a new Registration Statement, or both, so as to cover all of the Shares, in each case, as soon as practicable, but in any event within thirty (30) calendar days after the necessity therefor arises, assuming the Company has sufficient authorized shares at that time, and if it does not, within thirty (30) calendar days after such shares are authorized. The Company shall use it best efforts to cause such amendment or new Registration Statement to become effective as soon as practicable following the filing thereof. If any of the provisions of the Securities Act in any way limit the ability of the Company to file any amendment or new Registration Statement within thirty (30) calendar days, then the Company shall file the appropriate amendment or Registration Statement as soon as permitted under the relevant Securities Act provisions.

c. If necessary to allow the Holder to sell all of the Shares without pricing restrictions, the Company shall "uplist" to the requisite tier of the Company's Principal Market in connection with the registration of the Shares. This requirement may be waived by the Holder with its consent.

d. Upon the happening of any event as a result of which the Registration Statement, as then in effect, would then contain an untrue statement of a material fact, or omission to state a material fact, which would otherwise be required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, as a result of which the Registration Statement is required to be amended ("Effectiveness Default"), the Company shall use all diligent efforts to promptly prepare any necessary supplement or amendment to such Registration Statement and take any other necessary steps to cure the Effectiveness Default, and deliver one (1) copy of such supplement or amendment to Holder (or such other number of copies as Holder may reasonably request; delivery via EDGAR shall constitute delivery). Failure to cure the Effectiveness Default within five (5) business days shall result in the Company paying liquidated damages of one percent (1%) of the Purchase Amount for each thirty (30) calendar day period or portion thereof, beginning on the date of suspension. The Company shall also promptly notify Holder in writing (i) when any post-effective amendment has been filed, and when a Registration Statement or any post-effectiveness amendment has become Effective (notification of such Effectiveness shall be delivered to Holder by facsimile on the same day of such Effectiveness and by overnight mail); (ii) in the event the Registration Statement is no longer effective; or (iii) the Registration Statement is stale for a period of more than five (5) trading days as a result of the Company's failure to timely file any reports required by the SEC or state jurisdiction.

The Company acknowledges that its failure to cure the Effectiveness Default within five (5) business days will cause the Holder irreparable harm, and that damages will be difficult to ascertain. Accordingly, the Parties agree that it is appropriate to include in this Agreement a provision for liquidated damages. The Parties acknowledge and agree that the liquidated damages provision set forth in this Section 3(e) represents the Parties' good faith effort to quantify such damages and, as such, agree

that the form and amount of such liquidated damages are reasonable and will not constitute a penalty.

It is the intention of the Parties that interest payable under any of the terms of this Agreement shall not exceed the maximum amount permitted under any applicable law. If a law, which applies to this Agreement which sets the maximum interest amount, is finally interpreted so that the interest in connection with this Agreement exceeds the permitted limits, then: (1) any such interest shall be reduced by the amount necessary to reduce the interest to the permitted limit; and (2) any sums already collected (if any) from the Company which exceed the permitted limits will be refunded to the Company. The Holder may choose to make this refund by reducing the amount that the Company owes under this Agreement or by making a direct payment to the Company. If a refund reduces the amount that the Company owes the Holder, the reduction will be treated as a partial payment. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

e. The Company shall use its best efforts to prevent the issuance of any stop order or other suspension of the Effectiveness of a Registration Statement, or the suspension of the registration of any of the Shares 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 Holder of the issuance of such order and the resolution thereof. The Company will immediately notify the Holder of a proceeding, or threat of proceeding, the result of which could affect the Effectiveness of the Registration Statement.

f. The Company shall hold in confidence and not make any disclosure of information concerning the Holder 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 the Holder and allow the Holder, at the Holder's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

g. The Company shall use its best efforts to secure or maintain designation and quotation of all the Shares covered by any Registration Statement on the Principal Market, to the extent such is necessary for the Shares to trade on such market. If, despite the Company's best efforts, the Company is unsuccessful in satisfying this obligation, it shall use its best efforts to cause all the Shares covered by any Registration Statement to be listed on each other national securities exchange and automated quotation system, if any, on which securities of the same class or series issued by the Company are then listed, if any, if the listing of such Shares is then permitted under the rules of such exchange or system. The Company shall pay all fees and expenses in connection with satisfying its obligation under this Section 3(g).

h. The Company shall cooperate with the Holder to facilitate the timely preparation and delivery of book-entry or street name shares (not bearing any restrictive legend) representing the Shares to be offered pursuant to a Registration Statement and enable such certificates to be in such denominations or amounts, as the case may be, as the Holder may reasonably request and effective in such names of the Persons who shall acquire such Shares from the Holder, as the Holder may request.

i. The Company shall provide a transfer agent for all the Shares not later than the Effectiveness Date of the first Registration Statement filed pursuant hereto.

j. If requested by the Holder, the Company shall (i) as soon as reasonably practical, incorporate in post-effectiveness amendment such information as Holder reasonably determines should be included therein relating to the sale and distribution of Shares, including, without limitation, information with respect to the Note and the Shares; (ii) make all required filings of such post-effectiveness amendment as soon as notified of the matters to be incorporated in such prospectus supplement or post-effectiveness amendment; and (iii) or make amendments to any Registration Statement if reasonably requested by Holder.

k. The Company shall use its best efforts to cause the Shares covered by the applicable Registration Statement to be effective with or approved by such other governmental agencies or authorities as may be necessary to consummate the disposition of such Shares.

l. 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.

m. Within five (5) business days after the Registration Statement which includes the Shares is declared effective by the SEC, the Company shall deliver to the Holder confirmation that such Registration Statement has been declared effective by the SEC.

n. The Company shall take all other reasonable actions necessary to expedite and facilitate disposition by the Holder of the Shares pursuant to a Registration Statement.

4. Obligations of The Holder.

a. At least five (5) calendar days prior to the first anticipated filing date of a Registration Statement, the Company shall notify the Holder in writing of the information the Company requires from the Holder. The Holder covenants and agrees that, in connection with any resale of Shares by it pursuant to a Registration Statement, it shall comply with the "Plan of Distribution" section relating to such Registration Statement.

b. The Holder, by the Holder's acceptance of the inclusion of any of the Shares in a Registration Statement, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any Registration Statement hereunder and in responding to SEC comments in connection therewith.

c. The Holder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(d) and Section 3(e) hereof, the Holder will immediately discontinue disposition of Shares pursuant to any Registration Statement(s) covering such Shares until Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3(d) and Section 3(e) hereof.

5. Expenses of Registration.

All expenses, other than underwriting discounts and commissions, incurred in connection with the filing of a Registration Statement, any other filings connected thereto pursuant to Section 2 and Section 3 hereof, including, without limitation, all registration, listing fees, printing and accounting fees, and reasonable fees and disbursements of counsel for the Company shall be paid by, and are the sole obligation of, the Company.

6. Indemnification.

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

a. To the fullest extent permitted by law, the Company will, and hereby agrees to, indemnify, hold harmless and defend the Holder who holds such Shares, the directors, officers, partners, employees, agents, representatives of, and each Person, if any, who controls Holder within the meaning of the Securities Act or the Exchange Act) (each, an "Indemnified Person"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, reasonable attorneys' fees, amounts paid in settlement or reasonable 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 effectiveness of the Note under the securities or any "blue sky" laws of any jurisdiction in which Shares are offered ("Blue Sky Filing") if applicable, or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which the statements therein were made, not misleading, (ii) any untrue statement or alleged untrue statement of a material fact 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, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange 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 Shares pursuant to a Registration Statement (the matters in the foregoing clauses (i) through (iii) being, collectively, "Violations"). Subject to the restrictions set forth in Section 6(c) hereof with respect to the number of legal counsel, the Company shall reimburse the Holder and each such controlling person, promptly as such expenses are incurred and are due and payable, for any reasonable 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 arising out of or based upon a Violation committed by any Indemnified Person or which occurs in reliance upon and in conformity with information furnished in writing to the Company by any 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 were timely made available by the Company pursuant to Section 3(c) hereof; (ii) shall not be available to the extent such Claim is based on (a) a failure of the Holder to deliver or to cause to be delivered the prospectus made available by the Company or (b) the Indemnified Person's use of an incorrect prospectus despite being promptly advised in advance by the Company in writing not to use such incorrect prospectus; and (iii) 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. 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 resale of the Shares by the Holder pursuant to the Registration Statement.

b. 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 to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Indemnified Party 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. The indemnifying party shall pay for only one separate legal counsel for the Indemnified Persons or the Indemnified Parties, as applicable. Such counsel shall be selected by the Company if the Company is the indemnifying party. The Indemnified Party or Indemnified Person shall cooperate fully 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 written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the 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. 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 actually prejudiced in its ability to defend such action.

c. 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.

d. 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 hereof to the fullest extent permitted by law; provided, however, that: (i) no contribution shall be made under circumstances where the maker would not have been liable for indemnification under the fault standards set forth in Section 6 hereof; (ii) no seller of Shares guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any seller of Shares who was not guilty of fraudulent misrepresentation; and (iii) contribution by any seller of Shares shall be limited in amount to the net amount of proceeds received by such seller from the sale of such Shares.

8. Reports Under the Exchange Act.

With a view to making available to the Holders the benefits of Rule 144 under the Securities Act or any similar rule or regulation of the SEC that may at any time permit the Holder to sell securities of the Company to the public without Effectiveness ("Rule 144") the Company agrees to take commercially reasonable efforts 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 Securities Act and the Exchange Act so long as the Company remains subject to such requirements and the filing of such reports and other documents as are required by the applicable provisions of Rule 144; and

c. furnish to the Holder so long as the Holder owns Shares, promptly upon request, (i) a written statement by the Company that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange 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; and (iii) such other information as may be reasonably requested to permit Holder to sell such securities pursuant to Rule 144 without Effectiveness.

9. No Assignment of Effectiveness Rights.

The Effectiveness rights and obligations under this Agreement shall not be assignable.

10. Amendment of Effectiveness 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 both the Company and the Holder of the Shares. Any amendment or waiver effected in accordance with this Section 10 shall be binding upon the Holder and the Company. No such amendment shall be effective to the extent that it applies to less than all of the Holders of the Shares. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of this Agreement unless the same consideration also is offered to all of the Parties to this Agreement.

11. Miscellaneous.

a. 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 receipt, when sent by facsimile (provided a confirmation of transmission is mechanically or electronically generated and kept on file by the sending Party); or (iii) one (1) day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the Party to receive the same. The addresses for such communications are as set forth on the signature page to this Agreement. Each Party shall provide five (5) business days prior notice to the other Party of any change in address, phone number or facsimile number.

b. 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.

c. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. The Parties submit to the jurisdiction of the state of New York and federal courts in the borough of Manhattan, New York, and agree that any legal action or proceeding relating to this Agreement may be brought in those courts.

d. This Agreement, the Purchase Agreement, the Note and any other documents in connection therewith, constitute the entire set of agreements among the Parties hereto with respect to the subject matter hereof and thereof. There are no restrictions, promises, or undertakings, other than those set forth or referred to herein or in the Purchase Agreement.

e. This Agreement and the Purchase Agreement supersede all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof and thereof.

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

g. This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a Party shall constitute a valid and binding execution and delivery of this Agreement by such Party. Such facsimile copies shall constitute enforceable original documents.

h. 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 the 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.

i. All consents and other determinations to be made by the Holder pursuant to this Agreement shall be made, unless otherwise specified in this Agreement, by the Holder holding a majority of the Shares.

j. 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.

k. The Company hereby represents to the Holder that: (i) it has voluntarily entered into this Agreement of its own freewill; (ii) it is not entering into this Agreement under economic duress; (iii) the terms of this Agreement are reasonable and fair to the Company; and (iv) the Company has had, or has had the opportunity and declined to have, independent legal counsel of its own choosing review this Agreement, advise the Company with respect to this Agreement, and represent the Company in connection with its entering into this Agreement.

l. Notwithstanding anything in this Agreement to the contrary, the Parties hereto hereby acknowledge and agree to the following: (i) the Holder makes no representations or covenants that it will not engage in trading in the securities of the Company; (ii) the Company has not and shall not provide material non-public information to the Holder unless prior thereto the Holder shall have executed a written agreement regarding the confidentiality and use of such information; and (iii) the Company understands and confirms that the Holder will be relying on the acknowledgements set forth in clauses (i) through (iii) above if the Holder effects any transactions in the securities of the Company.

12. Waiver.

The Holder's delay or failure at any time or times hereafter to require strict performance by Company of any undertakings, agreements or covenants shall not waive, affect, or diminish any right of the Holder under this Agreement to demand strict compliance and performance herewith. Any waiver by the Holder of any breach under this Agreement (an "Event of Default") shall not waive or affect any other Event of Default, whether such Event of Default is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements and covenants of the Company contained in this Agreement, and no Event of Default, shall be deemed to have been waived by the Holder, nor may this Agreement be amended, changed or modified, unless such waiver, amendment, change or modification is evidenced by an instrument in writing specifying such waiver, amendment, change or modification and signed by the Holder.

13. Payment of Liquidated Damages.

With respect to any liquidated damages or other fees incurred herein by the Company for failure to act in a timely manner, the Holder reserves the rights to take payment of such amounts in cash or in shares priced at the Fixed Default Conversion Price.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Effectiveness Rights Agreement to be duly executed on the day and year first above written.

THE COMPANY:

DARKPULSE, INC.

By: */s/ Dennis O'Leary*
Name: Dennis O'Leary
Title: CEO
Address: 1345 Avenue of the Americas, 2nd Floor
New York, New York 10105

HOLDER:

FirstFire Global Opportunities Fund, LLC
(entity name, if applicable)

By: */s/ Eli Fireman*
Name: Eli Fireman
Title: Manager of FirstFire Capital Management, LLC, its Manager
Address: 1040 1st Avenue, Suite 190
New York, New York 10022

Exhibit 10.3

Heads of Terms – Digital Asset Inspection and Reporting Platform

These heads of terms ('**Heads of Terms**') are not an exhaustive list of terms and conditions, and shall be read as an intention, not as the exact wording of a particular clause in any definitive documentation.

Item	Heads of Terms
Parties	DarkPulse, Inc. ('**DarkPulse**'), 1345 Avenue of the Americas, 2nd Floor, New York, NY 10105, United States (<doleary@DarkPulse.com>); Remote Intelligence LLC ('**Remote Intelligence**'), 2780 Hills Creek Rd, Wellsboro, PA 1690, United States (<info@remote-intelligence.com>); and Unleash live, Inc. ('**Unleash live**'), c/o SoCo Tax & Cloud Accounting, Inc., 29863 Santa Margarita Parkway #105, Rancho Santa Margarita, CA 92688 United States (<notices@unleashlive.com>), together, the '**Parties**'.

Background	In order to further increase the value propositon for their services and solutions, DarkPulse, Remote Intelligence and Unleash live would like to develop joint innovative digital solutions for their customers, commencing with the development of a solution for the detection of Methane. **DarkPulse** is a leader in Distributed Fibre Sensor Solutions that secure critical temperature, pressure, and strain measurements on a continuous basis, using their BOTDA system simulation, to determine the structural health of key infrastructure. It has recently commenced work on detecting Methane for a customer. **Remote Intelligence** provides Unmanned Aerial Drone Services to a variety of clients for Industrial Mapping and for the delivery of Ecosystem Services, providing sales and consulting services for a multitude of markets, from Search and Rescue to Pipeline Management. Using its video and imagery capturing, storage, processing and reporting technology, **Unleash live** delivers an automated remote inspection and reporting solution: it is a video analytics solution provider, combining vision and artificial intelligence analytics ('**A.I.**') to remove the guesswork from operating remote infrastructure, to measure reality for large scale asset owners/operators, to improve operational efficiencies, to reduce costs for its customers, and to increase their productivity. Their solutions deliver actionable insights to their customers by connecting camera devices (including from drones, pole cameras and smart phones), into a centralised account to let authorised people view live streams from anywhere, uploading images, applying the latest A.I. on these video and image streams immediately, and feeding the resulting data insights into their, or their customers', workflows for reporting and reviewing, with no disruption to the existing operations of their organisations. Among its many solutions, Unleash live has developed A.I. for the detection of Methane. If the DarkPulse' proposal (above) is accepted by its customer, the Parties will agree on a development and implementation plan to address the scope of works provided by this customer.

Project	The Parties will work together to develop an integrated solution for the monitoring of Methane. If successful, the Parties will combine their respective technologies to provide an end-to-end detection, visualization and inspection response solution ('**Solution**') and demonstrate the effectiveness of this Solution in identifying Methane leaks along oil and gas pipelines and around oil and gas wells. DarkPulse will provide data from its distributed fibre sensor solutions to Unleash live through its portal, who will analyze the imagery and visualize the critical events; Remote Intelligence will provide drone services to monitor, inspect and respond to alerts. While all pre-existing intellectual property ('**IP**') and all proprietary data will remain for the respective owner's exclusive use, in the event that the Parties are unable to develop the Solution or are unable to agree on how to advance this collaboration beyond the validity of these Heads of Terms, the Parties will be permitted to use, for their own internal purposes, the findings made as a result of their collaboration pursuant to these Heads of Terms. All data collected in the period of the validity of these Heads of Terms and stored on Unleash live's platform, shall be governed by the standard Unleash live terms and conditions ('**Ts&Cs**') which, among other things, include terms relating to the ownership of data. If the DarkPulse' proposal to its customer is accepted, the Parties will agree on an implementation plan to address the scope of works as agreed with this customer.

Collaboration	**DarkPulse** will: • Facilitate and maintain the installation of the distributed fibre sensor and relevant components; • Establish the customer data thresholds required for display and alerts; • Provide API access to the fibre sensor data required for display and prompting alerts; • Install and maintain a fibre WiFi network for fast data and video transfer; and • Assign a point of contact, initially Dennis O'Leary <doleary@darkpulse.com>, for coordinating day to day interactions with Remote Intelligence and Unleash live, and to provide access to, and facilitate communication with, the relevant DarkPulse personnel. **Unleash live** will: • Provide access to an account for DarkPulse' customer for storage, data visualization and video streaming; • Complete the agreed A.I., store captured imagery and analysis, and report findings in line with the required output; • Refine and develop the Solution further, utilising inputs, data and subject matter expertise from DarkPulse' customer; • Trial the automated and remote mission planning and flight software tools in Australia to optimise image capture (in accordance with the Australian' civil aviation safety authority' approvals); • Provide one Unleash live Autofly license for the Validity, gratis; and • Assign a point of contact, initially Jason Grier <jason@unleashlive.com>, for coordinating day to day interactions with DarkPulse and Remote Intelligence, and to provide access to, and facilitate communication with, the relevant Unleash live personnel. **Remote Intelligence** will: • Supply drone hardware and required methane detection equipment; • Organise and facilitate drone flight inspections; • Manage drone flight operations, safety and data capture; • Coordinate drone flight authorisation and insurance; • Maintain data upload and availability; and • Assign a point of contact, initially Merlin Benner <merlin@remote-intelligence.com>, for coordinating day to day interactions with Darkpulse and Unleash live, and to provide access to, and facilitate communication with, the relevant Remote Intelligence personnel.

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Confidential **Execution Version**

Exclusivity & Territory	The Parties expect that, upon the successful completion of the Solution, the Parties shall each grant, subject to reasonable commercial limitations and other relevant terms, non-exclusive rights to the other Parties to market the Solution for: • Oil and gas pipeline inspection and monitoring; • Perimeter, border and asset security; and • Infrastructure integrity monitoring and inspection, across the United States of America.
Intellectual Property	These Heads of Terms do not transfer the ownership of, nor grant any license to, any IP.
Expenses	The Parties will each be responsible for, and bear, all of their respective costs and expenses incurred at any time in connection with pursuing or consummating the transactions contemplated by these Heads of Terms.
Validity	In any event, unless extended by mutual written agreement of the parties, these Heads of Terms shall terminate automatically on December 31, 2021. Prior to December 31, 2021, either Party may terminate these Heads of Terms by written notice to the other.
Governing Law	California, United States of America

DarkPulse Solutions, Inc.

By: DocuSigned by: Dennis O'Leary 5/10/2021
Date

Name: Dennis O'Leary

Title: CEO/ Chairman

Remote Intelligence LLC

By: DocuSigned by: Merlin Benner 5/10/2021
Date

Name: Merlin Benner

Title: Co-owner, Founder

Unleash live, Inc.

May 7, 2021

Hanno Blankenstein, President

Exhibit 10.4

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") dated this 1st day of May 17, 2021 between DarkPulse, Inc., a Delaware corporation doing business as DarkPulse, Inc. (the "Company") and Dr. Joseph Catalino Jr.(the "Consultant").

BACKGROUND:

A. The Company is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the Company.
B. Consultant agrees to provide such services to the Company on the terms and conditions set out in this agreement.

IN CONSIDERATION OF the foregoing recitals and of the following covenants the Company and the Consultant (individually the "Party" and collectively the "Parties") hereby agree:

Services Provided

1. Company agrees to engage Consultant to act as Company's Chief Strategy Officer and provide the Company with services ("the Services") befitting a CSO.

Term of Agreement

2. This Agreement is effective as of May 17, 2021 and will continue unless terminated, or otherwise modified by the Parties.

Termination

3. Either Party may terminate this Agreement immediately in its sole and absolute discretion. Consultant will be entitled to payment for all Services satisfactorily performed to date of termination. Company will be entitled to receive all Work Product completed or in progress as of the date of termination or cancellation. Company will have no other liability arising out of termination.

Compensation

4. For the Service Provided Consultant will be compensated in US dollars as follows:
    a. A monthly fee of $10,000.00 until the company reaches revenues or closes a funding round at or above $5,000,000.00 at which time the company will agreed to an increase in monthly fee $20,000.00 .
    b. DPLS Option Shares when available (amount at discretion of CEO, Dennis O'Leary).

Expenses

2. Consultant will only be reimbursed for reasonable expenses pre-approved by the Company in writing.

Confidentiality

3. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Company which would reasonably be considered to be proprietary to the Company, that is not generally known in the industry of the Company, and the release of which could reasonably be expected to cause harm to the Company.
4. Consultant agrees that they will not disclose, divulge, reveal, report, or use for any purpose any Confidential Information which the Consultant has obtained, except as authorized by the Company. This obligation will survive indefinitely upon termination of this agreement.

Non-Competition

5. Other than with the express written consent of Company, which will not be unreasonably withheld, Consultant will not during the continuance of this agreement or within 1 year after termination be directly or indirectly involved with a business which is in direct competition with the Company, or divert or attempt to divert any business from the Company

Non-Solicitation

6. Consultant agrees that during the term of this agreement and for a period of 1 year after termination Consultant will not in any way directly or indirectly interfere with or disrupt the Company's relationship with its employees or service providers.

Ownership or Materials and Intellectual Property

7. All intellectual property and related materials (the "IP") including any related work in progress that is developed or produced under this agreement will be the sole property of the Company and its use will not be restricted in any manner.

Independent Contractor

8. It is expressly agreed that Consultant is acting as an independent contractor and not as an employee.

Notices

9. All notices and other communications shall be given in writing and delivered to the Parties as follows:

To Company:	DarkPulse, Inc. 1345 **Avenue** of the **Americas** 2nd Floor **New York, NY** 10105 doleary@DarkPulse.com 1.866.204.6703 (fax)
To Consultant:	1345 Avenue of the Americas 2nd Floor New York, NY 10105 jcatalino@darkpulse.com

Indemnification

10. Each party agrees to indemnify, defend and hold harmless the other Party against all claims, losses, liabilities and demands either Party may suffer arising out of: any breach of the terms of this Agreement; the performance of the Services; and any acts or omissions of either Party hereunder.

Modification

11. Any amendment or modification or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or its authorized representative.

Assignment

12. No rights or interests in the Agreement will be assigned by Consultant (including the hiring of subcontractors to perform any part of Services) without the prior written consent of Company.

Entire Agreement

13. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressly provided in this agreement

Severability

14. In the event that any party, article, section, paragraph, or clause of this Agreement shall be held to be indefinite, invalid, or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

Waiver

CONSULTING AGREEMENT

15. No waiver of any provision of this Agreement or any right or obligation of a party will be effective unless in writing, signed by the parties. The failure of either party to enforce a right will not constitute a waiver.

Governing Law

16. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to the choice of law rules therein, and each of the parties hereby consent to exclusive personal jurisdiction in the state and federal courts of New York.

IN WITNESS WHEREOF the parties, intending to be legally bound, have caused this Agreement to be executed on the dates set forth below.

DarkPulse, Inc.

DocuSigned by:
Dennis O'Leary

By: Dennis O'Leary
Its: Chief Executive Officer

Date: 5/19/2021

DocuSigned by:
Dr. Joseph Catalino Jr.
Joseph Catalino, Phd

Date: 5/19/2021

Exhibit 10.5

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

THIS SETTLEMENT AND MUTUAL RELEASE AGREEMENT (the "Agreement") dated as of June 3, 2021 (the "Effective Date"), is made by and between DARKPULSE, INC., a Delaware corporation (the "Company") and Auctus Fund, LLC, a Delaware limited liability company (the "Investor") (together with the Company, the "Parties").

WHEREAS, on September 25, 2018, the Company issued to the Investor a convertible promissory note in the principal amount of $100,000.00 (the "Note") pursuant to that certain securities purchase agreement dated September 25, 2018 (the "SPA");

WHEREAS, on the Effective Date, the Investor effectuated a notice of conversion under the Note for 12,500,000 shares of the Company's common stock (the "Shares"); and

WHEREAS, the Parties desire to issue the Shares as consideration for full and complete satisfaction of and settlement of the Note, which will also terminate all obligations owing under both the Note and the SPA.

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

1. **Share Issuance**. As consideration for full and complete satisfaction of and settlement of the Note, on or before June 7, 2021, the Company (i) shall issue the free trading Shares to the Investor without any restrictive legend and (ii) deliver such Shares to Investor's brokerage account as designated by the Investor. Investor shall provide an opinion of Investor's counsel to the Company and Company's transfer agent covering the removal of the restrictive legend from the Shares.

2. **Leak Out of Shares.** The Investor agrees to limit the resales of such Shares in the public market to no more than 2,500,000 shares per calendar week until all of the Shares have been sold.

3. **Termination of Note and SPA**. Upon the issuance of the Shares to the Investor as provided in this Agreement, the Note and the SPA, including all obligations thereunder, are terminated.

4. **Rescission of Settlement**. Notwithstanding anything in this Agreement to the contrary, in the event that the Company fails to comply with the terms of this Agreement (including but not limited to the delivery of the Shares pursuant to Section 1 of this Agreement), then the Investor shall have the right to declare this Agreement null and void and of no further force or effect.

5. **Mutual Release.**

a. So long as the Company fully complies with the terms of this Agreement, the Investor hereby irrevocably and unconditionally releases the Company and its past, present and future officers, directors, agents, consultants, employees, representatives, attorneys, investors, and insurers, as applicable, together with all successors and assigns of any of the foregoing (collectively, the "Company Released Parties"), of and from all claims, demands, actions, causes of action, rights of action, contracts, controversies, covenants, obligations, agreements, damages, penalties, interest, fees, expenses, costs, remedies, reckonings, extents, responsibilities, liabilities, suits, and proceedings of whatsoever kind, nature, or description, direct or indirect, vested or contingent, known or unknown, suspected or unsuspected, in contract, tort, law, equity, or otherwise, under the laws of any jurisdiction, that the Investor or its predecessors, legal representatives, successors or assigns, ever had, now has, or hereafter can, shall, or may have, against the Company Released Parties for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world through, and including, the Effective Date with respect to the Note, SPA, all transactions relating to the Note (including but not limited to all conversions of the Note), all transaction documentation relating to the Note, and all transaction documentation relating to the SPA (collectively, the "Investor Released Claims").

b. The Company hereby irrevocably and unconditionally releases the Investor and its past, present and future officers, directors, agents, consultants, employees, representatives, attorneys, investors, and insurers, as applicable, together with all successors and assigns of any of the foregoing (collectively, the "Investor Released Parties"), of and from all claims, demands, actions, causes of action, rights of action, contracts, controversies, covenants, obligations, agreements, damages, penalties, interest, fees, expenses, costs, remedies, reckonings, extents, responsibilities, liabilities, suits, and proceedings of whatsoever kind, nature, or description, direct or indirect, vested or contingent, known or unknown, suspected or unsuspected, in contract, tort, law, equity, or otherwise, under the laws of any jurisdiction, that the Company or its predecessors, legal representatives, successors or assigns, ever had, now has, or hereafter can, shall, or may have, against the Investor Released Parties, for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world through, and including, the Effective Date with respect to the Note, SPA, as well as all transactions (including but not limited to all conversions of the Note) and transaction documentation relating to the Note (collectively, the "Company Claims").

c. The Investor understands that this releases claims that the Investor may not know about. This is the Investor's knowing and voluntary intent, even though the Investor recognizes that someday it might learn that some or all of the facts that it currently believes to be true are untrue and even though it might then regret having signed this Agreement.

d. The Company understands that this releases claims that the Company may not know about. This is the Company's knowing and voluntary intent, even though the Company recognizes that someday it might learn that some or all of the facts that it currently believes to be true are untrue and even though it might then regret having signed this Agreement.

e. So long as the Company fully complies with the terms of this Agreement, the Investor agrees that it will not pursue, file or assert or permit to be pursued, filed or asserted any civil action, suit or legal proceeding seeking equitable or monetary relief (nor will it seek or in any way obtain or accept any such relief in any civil action, suit or legal proceeding) in connection with any matter concerning its relationship with the Company with respect to all of the Investor Released Claims released herein arising from the beginning of the world up to and including the Effective Date (whether known or unknown to it and including any continuing effects of any acts or practices prior to the Effective Date).

f. The Company agrees that it will not pursue, file or assert or permit to be pursued, filed or asserted any civil action, suit or legal proceeding seeking equitable or monetary relief (nor will it seek or in any way obtain or accept any such relief in any civil action, suit or legal proceeding) in connection with any matter concerning its relationship with the Investor with respect to all of the Company Claims released herein arising from the beginning of the world up to and including the Effective Date (whether known or unknown to it and including any continuing effects of any acts or practices prior to the Effective Date).

6. **Miscellaneous.**

a. **Notices**. Any notices hereunder to the Company or the Investor shall be in writing. If sent by electronic mail, such notices shall be deemed to have been given when sent (provided that electronic confirmation of it being sent is received by the sender). If sent by hand delivery or special courier (e.g., Federal Express), such notices shall be deemed to have been given on the date of delivery thereof as reflected on written confirmation of such delivery. All notices shall be addressed as follows (or to such other address or addresses of which any party shall provide written notice to the other parties hereto).

If to the Company:

DARKPULSE, INC.
1345 Ave of the Americas, 2nd Floor
New York, NY 10105
Email: doleary@darkpulse.com

If to the Investor:

AUCTUS FUND, LLC
545 Boylston Street, 2nd Floor Boston, MA 02116

b. **Amendments**. This Agreement may not be changed orally, but only by an agreement in writing signed by the Company and the Investor.

c. **Headings**. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

d. **Execution**. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

e. **Severability**. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

f. **Construction**. The Parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise this Agreement and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the this Agreement or any amendments thereto.

g. **Entire Agreement**. This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all negotiations, representations, prior discussions, and preliminary agreements between the Parties hereto relating to the subject matter of this Agreement.

h. **Governing Law**. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state or federal courts located in the Commonwealth of Massachusetts. Each party hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts sitting in the Commonwealth of Massachusetts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

i. **Non-Disparagement**. The Company shall not in any written or oral communications with any third party, including but not limited to any credit reporting agency, investor, vendor, Investor, social media, media, or service provider, through any medium, whether tangible, electronic, or otherwise, criticize, ridicule or make any statement which, directly or indirectly, disparages, causes any harm to, or negatively affects the Investor Released Parties. The Company shall not express any negative opinions of the Investor Released Parties. The provision shall be construed broadly and shall govern any written or oral communications, express or implied, made concerning any of the Investor Released Parties and/or the Investor Released Parties' business.

j. **Confidentiality**. Except as required by law, the existence and terms of this Agreement shall be strictly confidential and shall not be disclosed by the Parties, or their representatives, to anyone or any entity under any circumstances, except to the Parties' respective attorneys. All the terms of this Agreement, including but not limited to this provision, are material terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

DARKPULSE, INC.

By: */s/ Dennis O'Leary*
Name: Dennis O'Leary
Title: Chief Executive Officer

AUCTUS FUND, LLC

By: */s/ Lou Posner*
Name: Lou Posner
Title: Managing Director

Exhibit 10.6

DarkPulse, Inc.

1345 Avenue of the Americas
2nd Floor
New York, NY 10105

June 8, 2021

VIA EMAIL

J. Merlin Benner, CEO
Remote Intelligence, Limited Liability Company
2780 Hills Creek Rd, Wellsboro, Pennsylvania, 16901

Re: Letter of Intent

Dear Mr. Benner:

The purpose of this letter (this "**Letter of Intent**") is to set forth certain nonbinding understandings and certain binding agreements by, between, and among DarkPulse, Inc., a Delaware corporation (the "**Purchaser**"), Remote Intelligence, Limited Liability Company, a Pennsylvania limited liability company (the "**Company**"), and J. Merlin Benner, an individual (the "**Shareholder**"), as of the date shown above (the "**Effective Date**"), with respect to the acquisition of a majority ownership in the Company owned by the Shareholder on the terms set forth below. As set forth herein, each of the Purchaser, the Company, and the Shareholder, a "party," and, together, the "parties."

PART ONE—NONBINDING PROVISIONS

The following numbered paragraphs of this Letter of Intent (collectively, the "**Nonbinding Provisions**") reflect our mutual understanding of the matters described in them, but each party acknowledges that the Nonbinding Provisions are not intended to create or constitute any legally binding obligation by, between, and among the Purchaser, the Company, and the Shareholder, and none of Purchaser, the Company, or the Shareholder shall have any liability to the other party with respect to the Nonbinding Provisions unless and to the extent that they are embodied in a fully integrated definitive agreement (the "**Definitive Agreement**"), and other related documents, which are prepared, authorized, executed, and delivered by, between, and among all parties. If the Definitive Agreement is not prepared, authorized, executed or delivered for any reason, no party to this Letter of Intent shall have any liability to any other party to this Letter of Intent based upon, arising from, or relating to the Nonbinding Provisions.

1. COMPANY MANAGEMENT

It is contemplated that management of the Company would remain unchanged following Closing, and that all employees employed by the Company at Closing, would remain as employees of the Company following Closing at the same rates and under the same terms.

2. STATUS OF PURCHASER AT CLOSING

(a) It is contemplated that prior to and at Closing the Purchaser would be current in its reporting requirements pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

(b) It is anticipated that the Purchaser would maintain the quotation of its common stock on the OTC Markets.

3. FINANCIAL STATEMENTS

It is anticipated that the Definitive Agreement may provide that the Company would be required to provide financial statements and information to comply with Item 9.01 of Form 8-K promulgated by the SEC within the extension period provided in Item 9.01(a)(4) of Form 8-K.

4. PROPOSED FORM OF AGREEMENT

The Purchaser, the Company, and the Shareholder intend promptly to begin negotiating to reach a written Definitive Agreement, containing comprehensive representations, warranties, indemnities, conditions and agreements by the parties customary to a transaction of this nature. The execution of the Definitive Agreement by the parties and their respective obligations to close the transaction will be subject to approval by the respective boards of directors of each entity and by the shareholders of the Company.

5. CONDITIONS TO PROPOSED TRANSACTION

The parties do not intend to be bound to the Nonbinding Provisions or any Provisions covering the same subject matter until the execution and delivery of the Definitive Agreement, which, if successfully negotiated, would provide that the proposed transaction would be subject to customary terms and conditions, including, but not limited to, the following:

(a) satisfactory completion of all due diligence;

(b) receipt of all necessary consents and approvals of governmental bodies and others;

(c) absence of pending or threatened litigation regarding the Definitive Agreement or the transactions to be contemplated thereby;

(d) delivery of customary legal opinions, closing certificates, and other documentation;

(e) compliance of the transaction contemplated herein with any applicable tax-free reorganization or other tax restriction, which compliance shall be mutually satisfactory to the parties hereto;

(f) evidence at closing that the Company would have no outstanding options, warrants, or other instruments convertible into, or obligations granting rights to receive, shares of common stock of the Company, except for securities in this transaction;

(g) the accuracy and completeness of representations and warranties of the parties customary to a transaction of this nature; and

(h) unaudited financial statements or information disclosing the financial condition of the Company for the last two (2) completed fiscal years the most recent quarter end.

PART TWO—BINDING PROVISIONS

Upon execution by the Purchase, the Company, and the Shareholder of this Letter of Intent or counterparts thereof, the following lettered paragraphs of this Letter of Intent (collectively, the "**Binding Provisions**") will constitute the legally binding and enforceable agreement of the Purchaser, the Company, and the Shareholder (in consideration of the significant costs to be borne by the Purchaser, the Company, and the Shareholder in pursuing this proposed transaction and further, in consideration of their mutual undertakings as to the matters described herein).

1. NONBINDING PROVISIONS NOT ENFORCEABLE

The Nonbinding Provisions do not create or constitute any legally binding obligations among the Purchaser, the Company, and the Shareholder, and none of the Purchaser, the Company, or the Shareholder shall have any liability to the other parties with respect to the Nonbinding Provisions unless and to the extent that they are embodied in the Definitive Agreement, if one is successfully negotiated, executed and delivered by and among all parties. If the Definitive Agreement is not prepared, authorized, executed or delivered for any reason, no party to this Letter of Intent shall have any liability to any other party to this Letter of Intent based upon, arising from, or relating to the Nonbinding Provisions.

2. BASIC TRANSACTION

(a) It is contemplated that the Purchaser would acquire sixty percent (60%) of the issued and outstanding voting capital stock of the Company owned by the Shareholder in exchange for Seven Million and Five Hundred Thousand (7,500,000) restricted shares of the common stock of the Purchaser (the "**Shares**") with the Shares to be delivered to the Shareholder upon the closing of this transaction (the "**Closing**" or "**Closing Date**") and Five Hundred Thousand Dollars ($500,000) to be paid to the Shareholder within twelve (12) weeks of the Closing Date. The parties anticipate that the execution and closing of the Definitive Agreement would occur simultaneously. As a result of the Closing, the Company would become a subsidiary of the Purchaser.

(b) The exchange is intended to be made with the Shareholder who is believed to be an "accredited investor," as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**") and, provided that the transaction would not otherwise violate the provisions of the Securities Act or any applicable state securities laws. The shares to be issued by the Purchaser would be "restricted securities" as defined in Rule 144 under the Securities Act. An appropriate legend would be placed on the certificates representing such shares, and stop transfer orders placed against them. The Company would be required to provide adequate representations sufficient to qualify for applicable exemptions from registration. The parties intend that the Closing would occur as soon as practicable upon completion of all conditions for Closing.

(c) The structure and form of the transaction will be mutually agreeable to the parties, provided that the parties currently intend that the transaction will qualify for treatment as a tax-free transaction under the Internal Revenue Code of 1986, as amended.

3. DEFINITIVE AGREEMENT; TERM OF THIS LETTER OF INTENT

(a) The Purchaser and its counsel shall be responsible for preparing the initial draft of the Definitive Agreement. Subject to the final sentence of Paragraph 4 of the Binding Provisions, the Purchaser, the Company, and the Shareholder shall negotiate in good faith to arrive at a mutually acceptable Definitive Agreement for approval, execution, and delivery on the earliest reasonably practicable date.

(b) The Company and the Shareholder shall engage legal counsel to represent them in this acquisition transaction and the preparation of the Company documents, and to assist in the review of the Definitive Agreement.

(c) The term of this Letter of Intent shall begin on the Effective Date and shall expire upon the earliest of (a) 11:59 p.m., Eastern Time, on the date that is sixty (60) days after the Effective Date; (b) the execution of the Definitive Agreement; or (c) such later or earlier date and time as the Company and the Purchaser may agree in writing.

(d) The execution of this Letter of Intent by all parties shall terminate the previous letter of intent executed by the Purchaser and the Company on June 3, 2021.

4. ACCESS

The Purchaser and the Company will provide to each other full access to their current and historical books and records (excluding proprietary information) and will furnish financial and operating data and such other current or historical information with respect to their business and assets as may reasonably be requested from time to time. Each party shall accommodate and make available such information to the appropriate representatives of the other. Until the Definitive Agreement is executed by the Purchaser the Company, and the Shareholder, all parties shall keep confidential any information (unless ascertainable from public filings or other public sources) obtained either prior to, or following the date of this Letter of Intent concerning the other's operations, assets, and business, or other confidential information. It is anticipated that the Definitive Agreement would contain confidentiality provisions effective beginning on the date the agreement is executed by the Purchaser, the Company, and the Shareholder and covering confidential information provided prior to the execution of the Definitive Agreement. Neither party shall be under obligation to continue with its due diligence investigation or negotiations regarding the Definitive Agreement or to consummate the transactions contemplated by this Letter of Intent if, at any time, the results of its due diligence investigation are not satisfactory to such party for any reason in its sole discretion.

5. EXCLUSIVE DEALING

(a) During the term of this Letter of Intent, the Company and the Shareholder shall not, directly or indirectly, through any representative or otherwise, solicit, negotiate with or in any manner encourage, discuss or accept any proposal of any other person relating to the acquisition of the Company, shares of its capital stock purchased from the Company or the Shareholder, or the Company's assets or business, in whole or in part, whether through direct purchase, merger, consolidation, or other business combination (collectively, an "**Alternative Transaction**"); provided, however, that upon receipt of an unsolicited proposal to effect an Alternative Transaction, the Company or the Shareholder may disclose (i) the existence of this Letter of Intent; (ii) the terms of the right of first refusal set forth in the next paragraph; and (iii) the terms of the break-up provisions set forth in Paragraph 6 of this Part Two. The Company or the Shareholder will immediately notify the Purchaser regarding any contact between the Company, the Shareholder, or their respective representatives and any other person regarding any proposed Alternative Transaction or any related inquiry.

(b) In the event the Company or the Shareholder receives a proposal for an Alternative Transaction (a "**Proposal**"), the Company or the Shareholder will immediately give written notice to the Purchaser setting forth the identity of the proposed party and the price and terms of the Proposal. the Purchaser shall have the right, exercisable within the five (5) business days following receipt of such notice, to effect the Alternative Transaction on the same economic terms as those set forth in the Proposal.

(c) Notwithstanding anything to the contrary contained herein, if the Purchaser terminates the Binding Provisions pursuant to Paragraphs J(b) or J(d) of this Part Two, the exclusive dealing provisions of this Paragraph 5 shall be terminated and the Company or the Shareholder shall, immediately upon such termination, be permitted to pursue an Alternative Transaction.

6. BREAK-UP PROVISIONS

In the event that the Company or the Shareholder breaches Paragraph 5 of this Part Two and the Company or the Shareholder closes an Alternative Transaction, then, immediately upon such closing, the Company or the Shareholder shall pay to the Purchaser 10% of the total consideration (including the assumption of any liabilities of the Company), cash and non-cash paid to the Company, the Shareholder, or the Company's shareholders in the Alternative Transaction. The Definitive Agreement shall include similar break-up provisions.

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7. CONDUCT OF BUSINESS

Until the Definitive Agreement has been executed and delivered by all the parties or the Binding Provisions have been terminated pursuant to Paragraph 11 of this Part Two, the Company shall conduct its business only in the ordinary course, and may not engage in any extraordinary transactions without the Purchaser's prior consent, including, without limitation:

(a) not issuing any equity securities or options, warrants, rights, or convertible securities;

(b) not paying any dividends or redeeming any securities; and

(c) not borrowing any funds or incurring any debt or other obligations outside of what is existing as of the date of this Letter of Intent.

8. DISCLOSURE

Except as and to the extent required by law, without the prior written consent of the other party, neither the Purchaser, the Company, nor the Shareholder shall, and each shall direct its shareholders or representatives not to, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a possible transaction among the parties or any of the terms, conditions or other aspects of the transaction proposed in this Letter of Intent; provided, however, that upon receipt of an unsolicited proposal to effect an Alternative Transaction, the Company or the Shareholder may disclose (i) the existence of this Letter of Intent; (ii) the terms of the right of first refusal set forth in the next paragraph; and (iii) the terms of the break-up provisions set forth in Paragraph 6 of this Part Two. If a party is required by law to make any such disclosure, it must first provide to the other party the content of the proposed disclosure, the reasons that such disclosure is required by law, and the time and place that the disclosure will be made.

9. COSTS

Except as otherwise provided in these Binding Provisions, each party shall pay its own costs and expenses (including any broker's or finder's fees) incurred in connection with the proposed transaction.

10. CONSENTS

The Purchaser, the Company, and the Shareholder shall cooperate with each other and proceed, as promptly as is reasonably practicable, to endeavor to comply with all legal or contractual requirements for or preconditions to the execution and consummation of the Definitive Agreement.

11. TERMINATION

The Binding Provisions may be terminated:

(a) by mutual written consent of the Purchaser, the Company, and the Shareholder;

(b) by the Purchaser, without any penalty to the Purchaser, in the event that the Purchaser's due diligence (a) uncovers facts concerning the Company's business or financial condition that are different than those represented to the Purchaser by the Company or the Shareholder prior to the execution of this Letter of Intent; or (b) discloses any material concerns to the Purchaser regarding the Company;

(c) by the Company or the Shareholder, without any penalty to the Company or the Shareholder, in the event that either the Company's or the Shareholder's due diligence (a) uncovers facts concerning the Purchaser's business or financial condition that are different than those represented to the Company and the Shareholder by the Purchaser prior to the execution of this Letter of Intent; or (b) discloses any material concerns to the Company or the Shareholder regarding the Purchaser;

(d) by the Purchaser, without any penalty to the Purchaser, in the event that the Purchaser's board of directors does not approve the execution of the Definitive Agreement, and/or the transactions contemplated hereby; provided, however, that the termination of the Binding Provisions shall not affect the liability of a party for breach of any of the Binding Provisions prior to the termination. Upon termination of the Binding Provisions, the parties shall have no further obligations hereunder, except as stated in Paragraphs 1, 5, 6, 8, 9, 14, and 15 of these Binding Provisions, which shall survive any such termination.

12. EXECUTION IN COUNTERPARTS

This Letter of Intent may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. COOPERATION

The Purchaser, the Company, and the Shareholder agree to cooperate and to use their respective best efforts to close the transaction contemplated in this Letter of Intent as soon as practicable after the date hereof.

14. ENTIRE AGREEMENT; AMENDMENT; ASSIGNMENT

The Binding Provisions and any Non-Disclosure Agreement between the Purchaser, the Company, and the Shareholder constitute the entire agreement among the parties, and supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing among the parties on the subject matter hereof. Except as otherwise provided herein, the Binding Provisions may be amended or modified only by a writing executed by all of the parties. This Letter of Intent is not assignable without the prior written consent of each of the Purchaser, the Company, and the Shareholder.

15. GOVERNING LAW; JURISDICTION; VENUE

This Letter shall be governed by and construed under the laws of New York without regard to principles of conflict of laws. The parties irrevocably consent to the jurisdiction and venue of the state and federal courts located in New York in connection with any action.

Please sign and date this Letter of Intent in the space provided below to confirm your understanding of the terms of the Nonbinding Provisions and to confirm the mutual binding agreements set forth in the Binding Provisions and return a signed copy to the undersigned.

Very truly yours,

THE PURCHSER

DARKPULSE, INC.

By: */s/ Dennis O'Leary*
Dennis O'Leary, CEO

[Purchaser and Shareholder Signature Page to Follow]

Acknowledged as to
the Nonbinding and agreed
as to the Binding Provisions
as of the date below:

THE COMPANY

REMOTE INTELLIGENCE,
LIMITED LIABILITY COMPANY

Date: June 8, 2021

By: */s/ J. Merlin Benner*
J. Merlin Benner, CEO and Founder

THE SHAREHOLDER

Date: June 8, 2021

By: */s/ J. Merlin Benner*
J. Merlin Benner, an Individual

Exhibit 10.7

DarkPulse, Inc.

1345 Avenue of the Americas
2nd Floor
New York, NY 10105

June 8, 2021

VIA EMAIL

J. Merlin Benner, CEO
Wildlife Specialists, LLC
2780 Hills Creek Rd, Wellsboro, Pennsylvania, 16901

Re: Letter of Intent

Dear Mr. Benner:

The purpose of this letter (this "**Letter of Intent**") is to set forth certain nonbinding understandings and certain binding agreements by, between, and among DarkPulse, Inc., a Delaware corporation (the "**Purchaser**"), Wildlife Specialists, LLC, a Pennsylvania limited liability company (the "**Company**"), and J. Merlin Benner, an individual (the "**Shareholder**"), as of the date shown above (the "**Effective Date**"), with respect to the acquisition of a majority ownership in the Company owned by the Shareholder on the terms set forth below. As set forth herein, each of the Purchaser, the Company, and the Shareholder, a "party," and, together, the "parties."

PART ONE—NONBINDING PROVISIONS

The following numbered paragraphs of this Letter of Intent (collectively, the "**Nonbinding Provisions**") reflect our mutual understanding of the matters described in them, but each party acknowledges that the Nonbinding Provisions are not intended to create or constitute any legally binding obligation by, between, and among the Purchaser, the Company, and the Shareholder, and none of Purchaser, the Company, or the Shareholder shall have any liability to the other party with respect to the Nonbinding Provisions unless and to the extent that they are embodied in a fully integrated definitive agreement (the "**Definitive Agreement**"), and other related documents, which are prepared, authorized, executed, and delivered by, between, and among all parties. If the Definitive Agreement is not prepared, authorized, executed or delivered for any reason, no party to this Letter of Intent shall have any liability to any other party to this Letter of Intent based upon, arising from, or relating to the Nonbinding Provisions.

1. COMPANY MANAGEMENT

It is contemplated that management of the Company would remain unchanged following Closing, and that all employees employed by the Company at Closing, would remain as employees of the Company following Closing at the same rates and under the same terms.

2. STATUS OF PURCHASER AT CLOSING

(a) It is contemplated that prior to and at Closing the Purchaser would be current in its reporting requirements pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

(b) It is anticipated that the Purchaser would maintain the quotation of its common stock on the OTC Markets.

3. FINANCIAL STATEMENTS

It is anticipated that the Definitive Agreement may provide that the Company would be required to provide financial statements and information to comply with Item 9.01 of Form 8-K promulgated by the SEC within the extension period provided in Item 9.01(a)(4) of Form 8-K.

4. PROPOSED FORM OF AGREEMENT

The Purchaser, the Company, and the Shareholder intend promptly to begin negotiating to reach a written Definitive Agreement, containing comprehensive representations, warranties, indemnities, conditions and agreements by the parties customary to a transaction of this nature. The execution of the Definitive Agreement by the parties and their respective obligations to close the transaction will be subject to approval by the respective boards of directors of each entity and by the shareholders of the Company.

5. CONDITIONS TO PROPOSED TRANSACTION

The parties do not intend to be bound to the Nonbinding Provisions or any Provisions covering the same subject matter until the execution and delivery of the Definitive Agreement, which, if successfully negotiated, would provide that the proposed transaction would be subject to customary terms and conditions, including, but not limited to, the following:

(a) satisfactory completion of all due diligence;

(b) receipt of all necessary consents and approvals of governmental bodies and others;

(c) absence of pending or threatened litigation regarding the Definitive Agreement or the transactions to be contemplated thereby;

(d) delivery of customary legal opinions, closing certificates, and other documentation;

(e) compliance of the transaction contemplated herein with any applicable tax-free reorganization or other tax restriction, which compliance shall be mutually satisfactory to the parties hereto;

(f) evidence at closing that the Company would have no outstanding options, warrants, or other instruments convertible into, or obligations granting rights to receive, shares of common stock of the Company, except for securities in this transaction;

(g) the accuracy and completeness of representations and warranties of the parties customary to a transaction of this nature; and

(h) unaudited financial statements or information disclosing the financial condition of the Company for the last two (2) completed fiscal years the most recent quarter end.

PART TWO—BINDING PROVISIONS

Upon execution by the Purchase, the Company, and the Shareholder of this Letter of Intent or counterparts thereof, the following lettered paragraphs of this Letter of Intent (collectively, the "**Binding Provisions**") will constitute the legally binding and enforceable agreement of the Purchaser, the Company, and the Shareholder (in consideration of the significant costs to be borne by the Purchaser, the Company, and the Shareholder in pursuing this proposed transaction and further, in consideration of their mutual undertakings as to the matters described herein).

1. NONBINDING PROVISIONS NOT ENFORCEABLE

The Nonbinding Provisions do not create or constitute any legally binding obligations among the Purchaser, the Company, and the Shareholder, and none of the Purchaser, the Company, or the Shareholder shall have any liability to the other parties with respect to the Nonbinding Provisions unless and to the extent that they are embodied in the Definitive Agreement, if one is successfully negotiated, executed and delivered by and among all parties. If the Definitive Agreement is not prepared, authorized, executed or delivered for any reason, no party to this Letter of Intent shall have any liability to any other party to this Letter of Intent based upon, arising from, or relating to the Nonbinding Provisions.

2. BASIC TRANSACTION

(a) It is contemplated that the Purchaser would acquire sixty percent (60%) of the issued and outstanding voting capital stock of the Company owned by the Shareholder in exchange for Seven Million and Five Hundred Thousand (7,500,000) restricted shares of the common stock of the Purchaser (the "**Shares**") with the Shares to be delivered to the Shareholder upon the closing of this transaction (the "**Closing**" or "**Closing Date**") and Five Hundred Thousand Dollars ($500,000) to be paid to the Shareholder within twelve (12) weeks of the Closing Date. The parties anticipate that the execution and closing of the Definitive Agreement would occur simultaneously. As a result of the Closing, the Company would become a subsidiary of the Purchaser.

(b) The exchange is intended to be made with the Shareholder who is believed to be an "accredited investor," as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**") and, provided that the transaction would not otherwise violate the provisions of the Securities Act or any applicable state securities laws. The shares to be issued by the Purchaser would be "restricted securities" as defined in Rule 144 under the Securities Act. An appropriate legend would be placed on the certificates representing such shares, and stop transfer orders placed against them. The Company would be required to provide adequate representations sufficient to qualify for applicable exemptions from registration. The parties intend that the Closing would occur as soon as practicable upon completion of all conditions for Closing.

(c) The structure and form of the transaction will be mutually agreeable to the parties, provided that the parties currently intend that the transaction will qualify for treatment as a tax-free transaction under the Internal Revenue Code of 1986, as amended.

3. DEFINITIVE AGREEMENT; TERM OF THIS LETTER OF INTENT

(a) The Purchaser and its counsel shall be responsible for preparing the initial draft of the Definitive Agreement. Subject to the final sentence of Paragraph 4 of the Binding Provisions, the Purchaser, the Company, and the Shareholder shall negotiate in good faith to arrive at a mutually acceptable Definitive Agreement for approval, execution, and delivery on the earliest reasonably practicable date.

(b) The Company and the Shareholder shall engage legal counsel to represent them in this acquisition transaction and the preparation of the Company documents, and to assist in the review of the Definitive Agreement.

(c) The term of this Letter of Intent shall begin on the Effective Date and shall expire upon the earliest of (a) 11:59 p.m., Eastern Time, on the date that is sixty (60) days after the Effective Date; (b) the execution of the Definitive Agreement; or (c) such later or earlier date and time as the Company and the Purchaser may agree in writing.

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4. ACCESS

The Purchaser and the Company will provide to each other full access to their current and historical books and records (excluding proprietary information) and will furnish

financial and operating data and such other current or historical information with respect to their business and assets as may reasonably be requested from time to time. Each party shall accommodate and make available such information to the appropriate representatives of the other. Until the Definitive Agreement is executed by the Purchaser the Company, and the Shareholder, all parties shall keep confidential any information (unless ascertainable from public filings or other public sources) obtained either prior to, or following the date of this Letter of Intent concerning the other's operations, assets, and business, or other confidential information. It is anticipated that the Definitive Agreement would contain confidentiality provisions effective beginning on the date the agreement is executed by the Purchaser, the Company, and the Shareholder and covering confidential information provided prior to the execution of the Definitive Agreement. Neither party shall be under obligation to continue with its due diligence investigation or negotiations regarding the Definitive Agreement or to consummate the transactions contemplated by this Letter of Intent if, at any time, the results of its due diligence investigation are not satisfactory to such party for any reason in its sole discretion.

5. EXCLUSIVE DEALING

(a) During the term of this Letter of Intent, the Company and the Shareholder shall not, directly or indirectly, through any representative or otherwise, solicit, negotiate with or in any manner encourage, discuss or accept any proposal of any other person relating to the acquisition of the Company, shares of its capital stock purchased from the Company or the Shareholder, or the Company's assets or business, in whole or in part, whether through direct purchase, merger, consolidation, or other business combination (collectively, an "**Alternative Transaction**"); provided, however, that upon receipt of an unsolicited proposal to effect an Alternative Transaction, the Company or the Shareholder may disclose (i) the existence of this Letter of Intent; (ii) the terms of the right of first refusal set forth in the next paragraph; and (iii) the terms of the break-up provisions set forth in Paragraph 6 of this Part Two. The Company or the Shareholder will immediately notify the Purchaser regarding any contact between the Company, the Shareholder, or their respective representatives and any other person regarding any proposed Alternative Transaction or any related inquiry.

(b) In the event the Company or the Shareholder receives a proposal for an Alternative Transaction (a "**Proposal**"), the Company or the Shareholder will immediately give written notice to the Purchaser setting forth the identity of the proposed party and the price and terms of the Proposal. the Purchaser shall have the right, exercisable within the five (5) business days following receipt of such notice, to effect the Alternative Transaction on the same economic terms as those set forth in the Proposal.

(c) Notwithstanding anything to the contrary contained herein, if the Purchaser terminates the Binding Provisions pursuant to Paragraphs J(b) or J(d) of this Part Two, the exclusive dealing provisions of this Paragraph 5 shall be terminated and the Company or the Shareholder shall, immediately upon such termination, be permitted to pursue an Alternative Transaction.

6. BREAK-UP PROVISIONS

In the event that the Company or the Shareholder breaches Paragraph 5 of this Part Two and the Company or the Shareholder closes an Alternative Transaction, then, immediately upon such closing, the Company or the Shareholder shall pay to the Purchaser 10% of the total consideration (including the assumption of any liabilities of the Company), cash and non-cash paid to the Company, the Shareholder, or the Company's shareholders in the Alternative Transaction. The Definitive Agreement shall include similar break-up provisions.

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7. CONDUCT OF BUSINESS

Until the Definitive Agreement has been executed and delivered by all the parties or the Binding Provisions have been terminated pursuant to Paragraph 11 of this Part Two, the Company shall conduct its business only in the ordinary course, and may not engage in any extraordinary transactions without the Purchaser's prior consent, including, without limitation:

(a) not issuing any equity securities or options, warrants, rights, or convertible securities;

(b) not paying any dividends or redeeming any securities; and

(c) not borrowing any funds or incurring any debt or other obligations outside of what is existing as of the date of this Letter of Intent.

8. DISCLOSURE

Except as and to the extent required by law, without the prior written consent of the other party, neither the Purchaser, the Company, nor the Shareholder shall, and each shall direct its shareholders or representatives not to, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a possible transaction among the parties or any of the terms, conditions or other aspects of the transaction proposed in this Letter of Intent; provided, however, that upon receipt of an unsolicited proposal to effect an Alternative Transaction, the Company or the Shareholder may disclose (i) the existence of this Letter of Intent; (ii) the terms of the right of first refusal set forth in the next paragraph; and (iii) the terms of the break-up provisions set forth in Paragraph 6 of this Part Two. If a party is required by law to make any such disclosure, it must first provide to the other party the content of the proposed disclosure, the reasons that such disclosure is required by law, and the time and place that the disclosure will be made.

9. COSTS

Except as otherwise provided in these Binding Provisions, each party shall pay its own costs and expenses (including any broker's or finder's fees) incurred in connection with the proposed transaction.

10. CONSENTS

The Purchaser, the Company, and the Shareholder shall cooperate with each other and proceed, as promptly as is reasonably practicable, to endeavor to comply with all legal or contractual requirements for or preconditions to the execution and consummation of the Definitive Agreement.

11. TERMINATION

The Binding Provisions may be terminated:

(a) by mutual written consent of the Purchaser, the Company, and the Shareholder;

(b) by the Purchaser, without any penalty to the Purchaser, in the event that the Purchaser's due diligence (a) uncovers facts concerning the Company's business or financial condition that are different than those represented to the Purchaser by the Company or the Shareholder prior to the execution of this Letter of Intent; or (b) discloses any material concerns to the Purchaser regarding the Company;

(c) by the Company or the Shareholder, without any penalty to the Company or the Shareholder, in the event that either the Company's or the Shareholder's due diligence (a) uncovers facts concerning the Purchaser's business or financial condition that are different than those represented to the Company and the Shareholder by the Purchaser prior to the execution of this Letter of Intent; or (b) discloses any material concerns to the Company or the Shareholder regarding the Purchaser;

(d) by the Purchaser, without any penalty to the Purchaser, in the event that the Purchaser's board of directors does not approve the execution of the Definitive Agreement, and/or the transactions contemplated hereby; provided, however, that the termination of the Binding Provisions shall not affect the liability of a party for breach of any of the Binding Provisions prior to the termination. Upon termination of the Binding Provisions, the parties shall have no further obligations hereunder, except as stated in Paragraphs 1, 5, 6, 8, 9, 14, and 15 of these Binding Provisions, which shall survive any such termination.

12. EXECUTION IN COUNTERPARTS

This Letter of Intent may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. COOPERATION

The Purchaser, the Company, and the Shareholder agree to cooperate and to use their respective best efforts to close the transaction contemplated in this Letter of Intent as soon as practicable after the date hereof.

14. ENTIRE AGREEMENT; AMENDMENT; ASSIGNMENT

The Binding Provisions and any Non-Disclosure Agreement between the Purchaser, the Company, and the Shareholder constitute the entire agreement among the parties, and supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing among the parties on the subject matter hereof. Except as otherwise provided herein, the Binding Provisions may be amended or modified only by a writing executed by all of the parties. This Letter of Intent is not assignable without the prior written consent of each of the Purchaser, the Company, and the Shareholder.

15. GOVERNING LAW; JURISDICTION; VENUE

This Letter shall be governed by and construed under the laws of New York without regard to principles of conflict of laws. The parties irrevocably consent to the jurisdiction and venue of the state and federal courts located in New York in connection with any action.

Please sign and date this Letter of Intent in the space provided below to confirm your understanding of the terms of the Nonbinding Provisions and to confirm the mutual binding agreements set forth in the Binding Provisions and return a signed copy to the undersigned.

Very truly yours,

THE PURCHSER

DARKPULSE, INC.

By: */s/ Dennis O'Leary*
Dennis O'Leary, CEO

[Purchaser and Shareholder Signature Page to Follow]

Acknowledged as to
the Nonbinding and agreed
as to the Binding Provisions
as of the date below:

THE COMPANY

WILDLIFE SPECIALISTS, LLC

Date: June 8, 2021

By: */s/ J. Merlin Benner*
J. Merlin Benner, CEO and Founder

THE SHAREHOLDER

Date: June 8, 2021

By: */s/ J. Merlin Benner*
J. Merlin Benner, an Individual

Exhibit 10.8

TEAMING AGREEMENT

This Agreement made as of the 22nd day of June, 2021 (the *"effective date")*

BETWEEN:

DarkPulse, Inc., a corporation organized under the laws of Delaware, with an address at 1345 Avenue of the Americas 2nd Floor, New York, NY 10105 (hereinafter "DarkPulse"), of the first part, and

Grae-Con, a corporation organized under the laws of Ohio, with an address at 880 Kingsdale Road, Steubenville, OH 43952 ("Grae-Con") of the second part.

WHEREAS DarkPulse is a corporation, which has technical expertise in BOTDA-related hardware, software, tools, and systems/services to support, deploy, and demonstrate to current and potential customers' critical infrastructure monitoring products:

AND WHEREAS DarkPulse is a corporation engaged in the business of manufacturing, installing and monitoring hardware and software, based on their patented BOTDA dark pulse technology that delivers improved infrastructure monitoring such as, but not limited to:

Oil and Gas Pipeline Health Monitoring; Upstream, Midstream Oil and Gas Monitoring; Physical Perimeter and National Border Security, including RealTime Tunnel Detection Systems for the purpose of identying security threats; Aircraft Component Monitoring; Wind Turbine Monitoring; Mine Safety Systems including Airflow and Temperature Monitoring; as well as multiple large infrastructure monitoring application also known as "Smart Cities;"

AND WHEREAS the parties desire to enter into a business relationship, which will designate Grae-Con as the project-based teaming partnership channel for governmental and non-governmental departments, agencies, and units for the purpose of promoting DarkPulse's relevant capabilities, products, and/or service solutions;

NOW THEREFORE the parties mutially agree to enter into a teaming agreement under the following terms and conditions:

1. Definitions:
    a. "BOTDA" means Brillioun Optical Time Domain Analysis. "BOTDA box" is a patented technology that sends laser light down a fiber cable detecting temperature as pressure changes along the fiber cable.

2. Rights and Duties of the Parties:

2.1 Grae-Con agrees to setup a field demonstration site for DarkPulse. In this capacity, Grae-Con shall use its best efforts to provide the following services to DarkPulse:

a. Provide the physical land space to set up and prove the DarkPulse technology in Gas and Oil pipeline leak detection and below ground security systems.
b. Provide design, installation, pipe (two (2) different diameters and lengths), attachments, dirt, gas, oil and installation services to prove the technology at no cost.
c. Install DarkPulse technology onsite onto the pipe and subsurface for the security function as required by the installation guidelines provided by DarkPulse.
d. The DarkPulse technology demonstration will be limited to the minimum space required by all three (3) products that will be mutually agreed upon in advance.
e. Allow Remote Intelligence, Limited Liability Company and Unleash live access to the demonstration area to participate in joint capability demonstrations with DarkPulse and Grae-Con.
f. After successful demonstration is set up allow access to introduce the products to prospective clients in the government and non-government space.

2.2 DarkPulse shall use its best efforts to provide the following matierials and equipment to facilitate a succesful demonstration of its capabilities on Gare-Con property and to allow Grae-Con first right of refusal for the business oportunities below by separate agreement after a succesful demonstration is in place.

a. Provide all matierials required to facilitate a successful capabilities demonstration except as stated in section 2.1 b of this document.
b. Provide timely responses to both technical and administrative questions requrested by Grae-Con;
c. Promoting Grae-Cons products and services whenever possible;
d. Allow Grae-Con first right of refusal to be the first authorized provider of Installation, Service and Warranty support within the United States and to expand that exclusive territory approval within specific geographic areas by state in writing by separate agreement to be finalized within fifteen (15) days of a successful demonstration including all needed agreements for financial compensation.
e. Promoting Grae-Cons services whenever possible and recognizing Grae-Con as a strategic partner on the DarkPulse Website if an agreement as outlined in 2.2 d is reached and services are being provided
f. Providing Grae-Con with marketing material that can be emailed or delivered to prospective clients and setup a product sales agreement for Grae-Con to market DarkPulse products for profit without territorial exsclusivity.

2.3 Grae-Con and DarkPulse agree to jointly:

a. Work together in setting up a succesful DarkPulse capabilities demonstration on Grae-Con property.
b. Provide all matierials as stipulated in this document as individual responsible parties.
c. In the unlikely event of a failed demonstration both parties agree to remove each others property as required at their own cost.

3. Compensation:
   a. To be based upon the activities agreed to performed by Grae-Con in separate agreements and negoiations as stated in section 2.2 d.

4. Confidentiality:
   The Parties shall enter into a Non-Disclosure and Confidentiality Agreement in the form attached hereto as Schedule "A."

5. Terms of Agreement:
   The term of this Agreement shall be for twelve (12) months from the date hereof, and shall be automatically renewed for an additional twelve (12) month period unless either party shall notify the other in writing of its intention not to renew. Any such notice shall be given ninety (90) days prior to expiration of the original term. This Agreement may also be terminated by either party upon ninety (90) days written notice.

6. Governing Law:
   This Agreement is entered in the State of New York and shall be interpreted according to the laws of the State of New York.

7. Indemnification:

7.1 DarkPulse shall indemnify Grae-Con, its directors, officers, and employees, for any and all damages, costs, expenses, and other liabilities, including reasonable legal fees and court costs incurred in connection with any third-party claim, action or preceeding arising from the negligenece or intentional misconduct of DarkPulse or breach by DarkPulse of any of its obligations under this Agreement.

7.2 Grae-Con shall indemnify DarkPulse, its directors, officers, and employees, for any and all damages, costs, expenses, and other liabilities, including reasonable legal fees and court costs, incurred in connection with any third-party claim, action or proceeding arising from the negligence or intentional misconduct of Grae-Con or breach by Grae-Con or any of its oblicgations under this Agreement.

8. Modifications:
   No changes or modifications of this Agreement or any of its terms shall be deemed effective unless in writing and executed by the parties hereto.

9. Assignment:
   This Agreement shall not be assignable by either party without the prior written consent of the other party.

10. Entire Agreement:
    This Agreement represents the complete and entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral, regarding this subject matter.

11. Independent Legal Advice:
    The Parties acknowledge that they have either sought and obtained independent legal advice upon this Agreement, or that they have declined to seek independent legal advice upon this Agreement despite having been given an opportunity to do so.

12. Counterparts and Electronic Signature:
    This Agreement may be executed in two or more counterparts, and transmission of any signature hereon by facsimile or other electronic means shall be as effective as if an original.

[signatures on next page]

DarkPulse Inc.

Per. dennis oleary 6/22/2021
Dennis O'Leary, CEO
I have the authority to bind the corporation.

Grae-Con

Per. _____
Robert A. Gribben, III, Vice President
I have the authority to bind the corporation

Schedule A

Non-Disclosure Agreement

[*TO BE ATTACHED*]

NON-DISCLOSURE AGREEMENT
DARKPULSE TECHNOLOGIES INC
AND GRAE-CON CONSTRUCTION, INC.

This Non-Disclosure Agreement ("Agreement") is made and entered into as of the 17 th day of June, 2021 ("Effective Date") by and between DarkPulse Inc (DPLS) and Grae-Con Construction, Inc.,a corporation having offices at , 880 Kingsdale Road, Steubenville, Ohio 43952,

In this Agreement, DPLS and Grae-Con Construction, Inc. may be collectively referred to as the "Parties" or singularly referred to as the "Party." For purposes hereof, the Party receiving Confidential Information shall be referred to as "Recipient" and the Party disclosing Confidential Information shall be referred to as "Discloser."

Confidential Information to be exchanged relates to aspects of our intellectual property, know how, contractual relationships and goodwill and intellectual property , know how, contractual relationships and goodwill which may result in some business sharing/exchanges (hereinafter referred to as the "Stated Purpose"). The Parties further agree that our mutual objective under this Agreement is to provide appropriate protection for such Confidential Information from unauthorized use or disclosure.

In consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. "Confidential Information" shall mean any information, written or oral, in any form, which is furnished or disclosed by the Discloser, or its employees, consultants or agents, in connection with the Stated Purpose. Such Confidential Information includes but is not limited to business information; technical information; costs and pricing or other financial information; marketing information; personnel information; customer information; and business plans. Such information will be either (a) identified as Confidential Information by Discloser by clear and conspicuous markings; or (b) if not so marked, will be identified orally as confidential and a written confirmation of such will be promptly provided to Recipient.

2. The Recipient may use Confidential Information solely for the Stated Purpose set forth in this Agreement. The Recipient will use the same care and discretion to avoid disclosure, publication or dissemination of Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate but not less than reasonable care. Each Party shall make the other Party's Confidential Information available only to (i) its employees, subcontractors, agents or advisors and employees of its Affiliated Companies who have a "need to know"; (ii) any other party with the Discloser's written consent; and (iii) Government when required in response to a Government solicitation provided all submissions of Confidential Information include the appropriate restrictive legend recognized by applicable procurement regulations. For purposes of this Agreement, "Affiliated Companies" means those companies owned by (no less than 25% of equity), owning, or under common control with one of the Parties to this Agreement. Before disclosure to any party identified in paragraphs (i) and (ii) above, the Recipient will have a written agreement with, or be the beneficiary of a written agreement with, such party sufficient to require that party to treat Information in accordance with this Agreement. The Recipient may disclose Information to the extent required by law. However, the Recipient must give the Discloser prompt notice and make a reasonable effort to obtain a protective order.

3. No obligation of confidentiality applies to any Confidential Information that the Recipient (i) already possesses; (ii) develops independently; or (iii) rightfully receives without obligation of confidentiality from a third party. No obligation of confidentiality applies to any Information that is, or becomes, publicly available without breach of this Agreement or which is disclosed by the Discloser to a third party without restriction.

4. The Discloser shall retain all right, title and interest in and to its Confidential Information. Neither this Agreement nor the disclosure of Confidential Information hereunder shall be construed as granting any right or license, express or implied, under any patent, invention, trade secret, copyright, or other intellectual property right now or hereafter owned or controlled by either Party.

5. No amendment or waiver of any term of this Agreement shall be effective unless such amendment or waiver is in writing and is signed by each of the Parties.

6. This Agreement shall remain in effect for one year from the Effective Date but may be extended by mutual agreement of the Parties. Either Party may terminate this Agreement by providing written notice to the other. Any provisions of this Agreement which by their nature extend beyond its termination will remain in effect beyond such termination until fulfilled or expired by their terms; and will apply to either Party's successors and assigns. Upon the

Discloser's written request, the Recipient, at its option, will return or destroy all Confidential Information, including copies. It is expressly agreed and understood that the Recipient shall have no responsibility for return or destruction of any Confidential Information in the possession of Government.

7. Confidential Information is subject to this Agreement for a period of three (3) years following receipt of the Confidential Information.

8. Where applicable the Recipient will comply with all applicable foreign export laws and regulations of Canada, the United States of America, the European Union Member States, Switzerland or any other country in which one of the Parties has a legal requirement to adhere to any foreign export laws and regulations. The Receipt and transmittal of U.S.A. classified information, if any, will be in accordance with U.S.A. Government approved security procedures, the Federal Acquisition Regulations (FAR) and the National Industrial Security Program Operation Manual (NISPOM). For countries other than the United States of America the rules and regulations governing confidential, classified and secret information will apply. The Recipient will be notified by the Discloser in writing of such a restriction as part of the disclosure.

9. Neither Party may assign or delegate this Agreement, or any rights, duties or obligations hereunder, without the prior written approval of the other. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective representatives, successors and assigns.

10. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12. The Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. Further, they agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to this subject, superseding all proposals or other prior agreements, oral or written, and all prior communications between the Parties relating to the exchange of Confidential Information.

Grae-Con Construction, Inc. Acceptance	**DarkPulse Inc**
Robert A. Gribben, III	Dennis M O'Leary
Printed Name	Printed Name
Vice President	CEO
Title	Title
6/22/21	dennis oleary 6/22/2021
Signature & Date	Signature & Date

Exhibit 10.9

TEAMING AGREEMENT

This Agreement made as of the 9th day of June, 2021 (the *"effective date"*)

BETWEEN:

DarkPulse, Inc., a corporation organized under the laws of Delaware, with an address at 1345 Avenue of the Americas 2nd Floor, New York, NY 10105 (hereinafter "DarkPulse"), of the first part, and

~~Grae-Con~~SurSafe, a corporation organized under the laws of Pennsylvania~~Ohio~~, with an address at 2801 Island Ave Philadelphia, PA ("~~Grae-Con~~SurSafe") of the second part.

WHEREAS DarkPulse is a corporation, which has technical expertise in BOTDA-related hardware, software, tools, and systems/services to support, deploy, and demonstrate to current and potential customers' critical infrastructure monitoring products:

AND WHEREAS DarkPulse is a corporation engaged in the business of manufacturing, installing and monitoring hardware and software, based on their patented BOTDA dark pulse technology that delivers improved infrastructure monitoring such as, but not limited to:

Oil and Gas Pipeline Health Monitoring; Upstream, Midstream Oil and Gas Monitoring; Physical Perimeter and National Border Security, including RealTime Tunnel Detection Systems for the purpose of identying security threats; Aircraft Component Monitoring; Wind Turbine Monitoring; Mine Safety Systems including Airflow and Temperature Monitoring; as well as multiple large infrastructure monitoring application also known as "Smart Cities;"

AND WHEREAS the parties desire to enter into a business relationship, which will designate ~~Grae-Con~~SurSafe as the project-based teaming partnership channel for governmental and non-governmental departments, agencies, and units for the purpose of promoting DarkPulse's relevant capabilities, products, and/or service solutions;

NOW THEREFORE the parties mutually agree to enter into a teaming agreement under the following terms and conditions:

1. Definitions:
   a. "BOTDA" means Brillioun Optical Time Domain Analysis. "BOTDA box" is a patented technology that sends laser light down a fiber cable detecting temperature as pressure changes along the fiber cable.

2. Rights and Duties of the Parties:

2.1 ~~Grae-Con~~SurSafe agrees to setup a field demonstration site for DarkPulse. In this capacity, ~~Grae-Con~~SurSafe shall use its best efforts to provide the following services to DarkPulse:

a. Provide the physical land space to set up and prove the DarkPulse technology in Gas and Oil pipeline leak detection and below ground security systems.
b. Provide design, installation, pipe (two (2) different diameters and lengths), attachments, dirt, gas, oil and installation services to prove the technology at no cost.
c. Install DarkPulse technology onsite onto the pipe and subsurface for the security function as required by the installation guidelines provided by DarkPulse.
d. The DarkPulse technology demonstration will be limited to the minimum space required by all three (3) products that will be mutually agreed upon in advance.
e. Allow Remote Intelligence, Limited Liability Company and Unleash live access to the demonstration area to participate in joint capability demonstrations with DarkPulse and ~~Grae-Con~~SurSafe.
f. After successful demonstration is set up allow access to introduce the products to prospective clients in the government and non-government space.

2.2 DarkPulse shall use its best efforts to provide the following matierials and equipment to facilitate a succesful demonstration of its capabilities on Gare-Con property and to allow ~~Grae-Con~~SurSafe first right of refusal for the business oportunities below by separate agreement after a succesful demonstration is in place.

a. Provide all matierials required to facilitate a successful capabilities demonstration except as stated in section 2.1 b of this document.
b. Provide timely responses to both technical and administrative questions requrested by ~~Grae-Con~~SurSafe;
c. Promoting ~~Grae-Con~~SurSafes products and services whenever possible;
d. Allow ~~Grae-Con~~SurSafe first right of refusal to be the first authorized provider of Installation, Service and Warranty support within the United States and to expand that exclusive territory approval within specific geographic areas by state in writing by separate agreement to be finalized within fifteen (15) days of a successful demonstration including all needed agreements for financial compensation.
e. Promoting ~~Grae-Con~~SurSafes services whenever possible and recognizing ~~Grae-Con~~SurSafe as a strategic partner on the DarkPulse Website if an agreement as outlined in 2.2 d is reached and services are being provided
f. Providing ~~Grae-Con~~SurSafe with marketing material that can be emailed or delivered to prospective clients and setup a product sales agreement for ~~Grae-Con~~SurSafe to market DarkPulse products for profit without territorial exsclusivity.

2.3 ~~Grae-Con~~SurSafe and DarkPulse agree to jointly:

a. Work together in setting up a succesful DarkPulse capabilities demonstration on ~~Grae-Con~~SurSafe property.
b. Provide all matierials as stipulated in this document as individual responsible parties.
c. In the unlikely event of a failed demonstration both parties agree to remove each others property as required at their own cost.

3. Compensation:
   a. To be based upon the activities agreed to performed by ~~Grae-Con~~SurSafe in separate agreements and negoiations as stated in section 2.2 d.

4. Confidentiality:
   The Parties shall enter into a Non-Disclosure and Confidentiality Agreement in the form attached hereto as Schedule "A."

5. Terms of Agreement:
   The term of this Agreement shall be for twelve (12) months from the date hereof, and shall be automatically renewed for an additional twelve (12) month period unless either party shall notify the other in writing of its intention not to renew. Any such notice shall be given ninety (90) days prior to expiration of the original term. This Agreement may also be terminated by either party upon ninety (90) days written notice.

6. Governing Law:
   This Agreement is entered in the State of New York and shall be interpreted according to the laws of the State of New York.

7. Indemnification:

7.1 DarkPulse shall indemnify ~~Grae-Con~~SurSafe, its directors, officers, and employees, for any and all damages, costs, expenses, and other liabilities, including reasonable legal fees and court costs incurred in connection with any third-party claim, action or preceeding arising from the negligenece or intentional misconduct of DarkPulse or breach by DarkPulse of any of its obligations under this Agreement.

7.2 ~~Grae-Con~~SurSafe shall indemnify DarkPulse, its directors, officers, and employees, for any and all damages, costs, expenses, and other liabilities, including reasonable legal fees and court costs, incurred in connection with any third-party claim, action or proceeding arising from the negligence or intentional misconduct of ~~Grae-Con~~SurSafe or breach by ~~Grae-Con~~SurSafe or any of its oblicgations under this Agreement.

8. Modifications:
   No changes or modifications of this Agreement or any of its terms shall be deemed

effective unless in writing and executed by the parties hereto.

9. Assignment:
   This Agreement shall not be assignable by either party without the prior written consent of the other party.

10. Entire Agreement:
    This Agreement represents the complete and entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral, regarding this subject matter.

11. Independent Legal Advice:
    The Parties acknowledge that they have either sought and obtained independent legal advice upon this Agreement, or that they have declined to seek independent legal advice upon this Agreement despite having been given an opportunity to do so.

12. Counterparts and Electronic Signature:
    This Agreement may be executed in two or more counterparts, and transmission of any signature hereon by facsimile or other electronic means shall be as effective as if an original.

[signatures on next page]

DarkPulse Inc.

Per. DocuSigned by: dennis oleary

Dennis O'Leary, CEO
I have the authority to bind the corporation.

~~Grae Con~~SurSafe

Per. _____

~~Dan Barton~~

I have the authority to bind the corporation

CEO~~NAME~~

Schedule A

Non-Disclosure Agreement

[*TO BE ATTACHED*]

NON-DISCLOSURE AGREEMENT
DARKPULSE TECHNOLOGIES INC
AND Sursafe, LLC

This Non-Disclosure Agreement ("Agreement") is made and entered into as of the 17 th day of June, 2021 ("Effective Date") by and between DarkPulse Inc (DPLS) and _____Sursafe,LLC,a Safety corporation having offices at , 2801 Island Ave Philadelphia, PA 19153,

In this Agreement, DPLS and Sursafe,LLC may be collectively referred to as the "Parties" or singularly referred to as the "Party." For purposes hereof, the Party receiving Confidential Information shall be referred to as "Recipient" and the Party disclosing Confidential Information shall be referred to as "Discloser."

Confidential Information to be exchanged relates to aspects of our intellectual property, know how, contractual relationships and goodwill and SURSAFE intellectual property , know how, contractual relationships and goodwill which may result in some business sharing/exchanges (hereinafter referred to as the "Stated Purpose"). The Parties further agree that our mutual objective under this Agreement is to provide appropriate protection for such Confidential Information from unauthorized use or disclosure.

In consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. "Confidential Information" shall mean any information, written or oral, in any form, which is furnished or disclosed by the Discloser, or its employees, consultants or agents, in connection with the Stated Purpose. Such Confidential Information includes but is not limited to business information; technical information; costs and pricing or other financial information; marketing information; personnel information; customer information; and business plans. Such information will be either (a) identified as Confidential Information by Discloser by clear and conspicuous markings; or (b) if not so marked, will be identified orally as confidential and a written confirmation of such will be promptly provided to Recipient.

2. The Recipient may use Confidential Information solely for the Stated Purpose set forth in this Agreement. The Recipient will use the same care and discretion to avoid disclosure, publication or dissemination of Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate but not less than reasonable care. Each Party shall make the other Party's Confidential Information available only to (i) its employees, subcontractors, agents or advisors and employees of its Affiliated Companies who have a "need to know"; (ii) any other party with the Discloser's written consent; and (iii) Government when required in response to a Government solicitation provided all submissions of Confidential Information include the appropriate restrictive legend recognized by applicable procurement regulations. For purposes of this Agreement, "Affiliated Companies" means those companies owned by (no less than 25% of equity), owning, or under common control with one of the Parties to this Agreement. Before disclosure to any party identified in paragraphs (i) and (ii) above, the Recipient will have a written agreement with, or be the beneficiary of a written agreement with, such party sufficient to require that party to treat Information in accordance with this Agreement. The Recipient may disclose Information to the extent required by law. However, the Recipient must give the Discloser prompt notice and make a reasonable effort to obtain a protective order.

3. No obligation of confidentiality applies to any Confidential Information that the Recipient (i) already possesses; (ii) develops independently; or (iii) rightfully receives without obligation of confidentiality from a third party. No obligation of confidentiality applies to any Information that is, or becomes, publicly available without breach of this Agreement or which is disclosed by the Discloser to a third party without restriction.

4. The Discloser shall retain all right, title and interest in and to its Confidential Information. Neither this Agreement nor the disclosure of Confidential Information hereunder shall be construed as granting any right or license, express or implied, under any patent, invention, trade secret, copyright, or other intellectual property right now or hereafter owned or controlled by either Party.

5. No amendment or waiver of any term of this Agreement shall be effective unless such amendment or waiver is in writing and is signed by each of the Parties.

6. This Agreement shall remain in effect for one year from the Effective Date but may be extended by mutual agreement of the Parties. Either Party may terminate this Agreement by providing written notice to the other. Any provisions of this Agreement which by their nature extend beyond its termination will remain in effect beyond such termination until fulfilled or expired by their terms; and will apply to either Party's successors and assigns. Upon the

Discloser's written request, the Recipient, at its option, will return or destroy all Confidential Information, including copies. It is expressly agreed and understood that the Recipient shall have no responsibility for return or destruction of any Confidential Information in the possession of Government.

7. Confidential Information is subject to this Agreement for a period of three (3) years following receipt of the Confidential Information.

8. Where applicable the Recipient will comply with all applicable foreign export laws and regulations of Canada, the United States of America, the European Union Member States, Switzerland or any other country in which one of the Parties has a legal requirement to adhere to any foreign export laws and regulations. The Receipt and transmittal of U.S.A. classified information, if any, will be in accordance with U.S.A. Government approved security procedures, the Federal Acquisition Regulations (FAR) and the National Industrial Security Program Operation Manual (NISPOM). For countries other than the United States of America the rules and regulations governing confidential, classified and secret information will apply. The Recipient will be notified by the Discloser in writing of such a restriction as part of the disclosure.

9. Neither Party may assign or delegate this Agreement, or any rights, duties or obligations hereunder, without the prior written approval of the other. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective representatives, successors and assigns.

10. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12. The Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. Further, they agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to this subject, superseding all proposals or other prior agreements, oral or written, and all prior communications between the Parties relating to the exchange of Confidential Information.

_____Inc. Acceptance	**DarkPulse Inc**
Dan Barton	Dennis M O'Leary
Printed Name	Printed Name
CEO	CEO
Title	Title
6/24/2021	
Signature & Date	Signature & Date

Exhibit 10.10

DarkPulse, Inc.

1345 Avenue of the Americas
2nd Floor
New York, NY 10105

June 25, 2021

VIA EMAIL

Justin Dee, COO
TerraData Unmanned, PLLC
3906 SW 154th Street
Archer, FL 32618

Re: Letter of Intent

Dear Mr. Dee:

The purpose of this letter (this "**Letter of Intent**") is to set forth certain nonbinding understandings and certain binding agreements by, between, and among DarkPulse, Inc., a Delaware corporation (the "**Purchaser**"), TerraData Unmanned, PLLC, a Florida limited liability company (the "**Company**"), and Justin Dee, an individual (the "**Shareholder**"), as of the date shown above (the "**Effective Date**"), with respect to the acquisition of a majority ownership in the Company owned by the Shareholder on the terms set forth below. As set forth herein, each of the Purchaser, the Company, and the Shareholder, a "party," and, together, the "parties."

PART ONE—NONBINDING PROVISIONS

The following numbered paragraphs of this Letter of Intent (collectively, the "**Nonbinding Provisions**") reflect our mutual understanding of the matters described in them, but each party acknowledges that the Nonbinding Provisions are not intended to create or constitute any legally binding obligation by, between, and among the Purchaser, the Company, and the Shareholder, and none of Purchaser, the Company, or the Shareholder shall have any liability to the other party with respect to the Nonbinding Provisions unless and to the extent that they are embodied in a fully integrated definitive agreement (the "**Definitive Agreement**"), and other related documents, which are prepared, authorized, executed, and delivered by, between, and among all parties. If the Definitive Agreement is not prepared, authorized, executed or delivered for any reason, no party to this Letter of Intent shall have any liability to any other party to this Letter of Intent based upon, arising from, or relating to the Nonbinding Provisions.

1. COMPANY MANAGEMENT

It is contemplated that management of the Company would remain unchanged following Closing, and that all employees employed by the Company at Closing, would remain as employees of the Company following Closing at the same rates and under the same terms.

2. STATUS OF PURCHASER AT CLOSING

(a) It is contemplated that prior to and at Closing the Purchaser would be current in its reporting requirements pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

(b) It is anticipated that the Purchaser would maintain the quotation of its common stock on the OTC Markets.

3. FINANCIAL STATEMENTS

It is anticipated that the Definitive Agreement may provide that the Company would be required to provide financial statements and information to comply with Item 9.01 of Form 8-K promulgated by the SEC within the extension period provided in Item 9.01(a)(4) of Form 8-K.

4. PROPOSED FORM OF AGREEMENT

The Purchaser, the Company, and the Shareholder intend promptly to begin negotiating to reach a written Definitive Agreement, containing comprehensive representations, warranties, indemnities, conditions and agreements by the parties customary to a transaction of this nature. The execution of the Definitive Agreement by the parties and their respective obligations to close the transaction will be subject to approval by the respective boards of directors of each entity and by the shareholders of the Company.

5. CONDITIONS TO PROPOSED TRANSACTION

The parties do not intend to be bound to the Nonbinding Provisions or any Provisions covering the same subject matter until the execution and delivery of the Definitive Agreement, which, if successfully negotiated, would provide that the proposed transaction would be subject to customary terms and conditions, including, but not limited to, the following:

(a) satisfactory completion of all due diligence;

(b) receipt of all necessary consents and approvals of governmental bodies and others;

(c) absence of pending or threatened litigation regarding the Definitive Agreement or the transactions to be contemplated thereby;

(d) delivery of customary legal opinions, closing certificates, and other documentation;

(e) compliance of the transaction contemplated herein with any applicable tax-free reorganization or other tax restriction, which compliance shall be mutually satisfactory to the parties hereto;

(f) evidence at closing that the Company would have no outstanding options, warrants, or other instruments convertible into, or obligations granting rights to receive, shares of common stock of the Company, except for securities in this transaction;

(g) the accuracy and completeness of representations and warranties of the parties customary to a transaction of this nature; and

(h) unaudited financial statements or information disclosing the financial condition of the Company for the last two (2) completed fiscal years the most recent quarter end.

PART TWO—BINDING PROVISIONS

Upon execution by the Purchase, the Company, and the Shareholder of this Letter of Intent or counterparts thereof, the following lettered paragraphs of this Letter of Intent (collectively, the "**Binding Provisions**") will constitute the legally binding and enforceable agreement of the Purchaser, the Company, and the Shareholder (in consideration of the significant costs to be borne by the Purchaser, the Company, and the Shareholder in pursuing this proposed transaction and further, in consideration of their mutual undertakings as to the matters described herein).

1. NONBINDING PROVISIONS NOT ENFORCEABLE

The Nonbinding Provisions do not create or constitute any legally binding obligations among the Purchaser, the Company, and the Shareholder, and none of the Purchaser, the Company, or the Shareholder shall have any liability to the other parties with respect to the Nonbinding Provisions unless and to the extent that they are embodied in the Definitive Agreement, if one is successfully negotiated, executed and delivered by and among all parties. If the Definitive Agreement is not prepared, authorized, executed or delivered for any reason, no party to this Letter of Intent shall have any liability to any other party to this Letter of Intent based upon, arising from, or relating to the Nonbinding Provisions.

2. BASIC TRANSACTION

(a) It is contemplated that the Purchaser would acquire sixty percent (60%) of the issued and outstanding voting capital stock or equity interests of the Company owned by the Shareholder in exchange for restricted shares of the common stock of the Purchaser worth Two Hundred Thousand Dollars ($200,000) with the price per share to be stated in the Definitive Agreement (the "**Shares**") with the Shares to be delivered to the Shareholder upon the closing of this transaction (the "**Closing**" or "**Closing Date**") and Four Hundred Thousand Dollars ($400,000) to be paid to the Shareholder within twelve (12) weeks of the Closing Date. The parties anticipate that the execution and closing of the Definitive Agreement would occur simultaneously. As a result of the Closing, the Company would become a subsidiary of the Purchaser.

(b) The exchange is intended to be made with the Shareholder who is believed to be an "accredited investor," as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**") and, provided that the transaction would not otherwise violate the provisions of the Securities Act or any applicable state securities laws. The shares to be issued by the Purchaser would be "restricted securities" as defined in Rule 144 under the Securities Act. An appropriate legend would be placed on the certificates representing such shares, and stop transfer orders placed against them. The Company would be required to provide adequate representations sufficient to qualify for applicable exemptions from registration. The parties intend that the Closing would occur as soon as practicable upon completion of all conditions for Closing.

(c) The structure and form of the transaction will be mutually agreeable to the parties, provided that the parties currently intend that the transaction will qualify for treatment as a tax-free transaction under the Internal Revenue Code of 1986, as amended.

3. DEFINITIVE AGREEMENT; TERM OF THIS LETTER OF INTENT

(a) The Purchaser and its counsel shall be responsible for preparing the initial draft of the Definitive Agreement. Subject to the final sentence of Paragraph 4 of the Binding Provisions, the Purchaser, the Company, and the Shareholder shall negotiate in good faith to arrive at a mutually acceptable Definitive Agreement for approval, execution, and delivery on the earliest reasonably practicable date.

(b) The Company and the Shareholder shall engage legal counsel to represent them in this acquisition transaction and the preparation of the Company documents, and to assist in the review of the Definitive Agreement.

(c) The term of this Letter of Intent shall begin on the Effective Date and shall expire upon the earliest of (a) 11:59 p.m., Eastern Time, on the date that is sixty (60) days after the Effective Date; (b) the execution of the Definitive Agreement; or (c) such later or earlier date and time as the Company and the Purchaser may agree in writing.

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4. ACCESS

The Purchaser and the Company will provide to each other full access to their current and historical books and records (excluding proprietary information) and will furnish financial and operating data and such other current or historical information with respect to their business and assets as may reasonably be requested from time to time. Each party shall accommodate and make available such information to the appropriate representatives of the other. Until the Definitive Agreement is executed by the Purchaser the Company, and the Shareholder, all parties shall keep confidential any information (unless ascertainable from public filings or other public sources) obtained either prior to, or following the date of this Letter of Intent concerning the other's operations, assets, and business, or other confidential information. It is anticipated that the Definitive Agreement would contain confidentiality provisions effective beginning on the date the agreement is executed by the Purchaser, the Company, and the Shareholder and covering confidential information provided prior to the execution of the Definitive Agreement. Neither party shall be under obligation to continue with its due diligence investigation or negotiations regarding the Definitive Agreement or to consummate the transactions contemplated by this Letter of Intent if, at any time, the results of its due diligence investigation are not satisfactory to such party for any reason in its sole discretion.

5. EXCLUSIVE DEALING

(a) During the term of this Letter of Intent, the Company and the Shareholder shall not, directly or indirectly, through any representative or otherwise, solicit, negotiate with or in any manner encourage, discuss or accept any proposal of any other person relating to the acquisition of the Company, shares of its capital stock purchased from the Company or the Shareholder, or the Company's assets or business, in whole or in part, whether through direct purchase, merger, consolidation, or other business combination (collectively, an "**Alternative Transaction**"); provided, however, that upon receipt of an unsolicited proposal to effect an Alternative Transaction, the Company or the Shareholder may disclose (i) the existence of this Letter of Intent; (ii) the terms of the right of first refusal set forth in the next paragraph; and (iii) the terms of the break-up provisions set forth in Paragraph 6 of this Part Two. The Company or the Shareholder will immediately notify the Purchaser regarding any contact between the Company, the Shareholder, or their respective representatives and any other person regarding any proposed Alternative Transaction or any related inquiry.

(b) In the event the Company or the Shareholder receives a proposal for an Alternative Transaction (a "**Proposal**"), the Company or the Shareholder will immediately give written notice to the Purchaser setting forth the identity of the proposed party and the price and terms of the Proposal. the Purchaser shall have the right, exercisable within the five (5) business days following receipt of such notice, to effect the Alternative Transaction on the same economic terms as those set forth in the Proposal.

(c) Notwithstanding anything to the contrary contained herein, if the Purchaser terminates the Binding Provisions pursuant to Paragraphs J(b) or J(d) of this Part Two, the exclusive dealing provisions of this Paragraph 5 shall be terminated and the Company or the Shareholder shall, immediately upon such termination, be permitted to pursue an Alternative Transaction.

6. BREAK-UP PROVISIONS

In the event that the Company or the Shareholder breaches Paragraph 5 of this Part Two and the Company or the Shareholder closes an Alternative Transaction, then, immediately upon such closing, the Company or the Shareholder shall pay to the Purchaser 10% of the total consideration (including the assumption of any liabilities of the Company), cash and non-cash paid to the Company, the Shareholder, or the Company's shareholders in the Alternative Transaction. The Definitive Agreement shall include similar break-up provisions.

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7. CONDUCT OF BUSINESS

Until the Definitive Agreement has been executed and delivered by all the parties or the Binding Provisions have been terminated pursuant to Paragraph 11 of this Part Two, the Company shall conduct its business only in the ordinary course, and may not engage in any extraordinary transactions without the Purchaser's prior consent, including, without limitation:

(a) not issuing any equity securities or options, warrants, rights, or convertible securities;

(b) not paying any dividends or redeeming any securities; and

(c) not borrowing any funds or incurring any debt or other obligations outside of what is existing as of the date of this Letter of Intent.

8. DISCLOSURE

Except as and to the extent required by law, without the prior written consent of the other party, neither the Purchaser, the Company, nor the Shareholder shall, and each shall direct its shareholders or representatives not to, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a possible transaction among the parties or any of the terms, conditions or other aspects of the transaction proposed in this Letter of Intent; provided, however, that upon receipt of an unsolicited proposal to effect an Alternative Transaction, the Company or the Shareholder may disclose (i) the existence of this Letter of Intent; (ii) the terms of the right of first refusal set forth in the next paragraph; and (iii) the terms of the break-up provisions set forth in Paragraph 6 of this Part Two. If a party is required by law to make any such disclosure, it must first provide to the other party the content of the proposed disclosure, the reasons that such disclosure is required by law, and the time and place that the disclosure will be made.

9. COSTS

Except as otherwise provided in these Binding Provisions, each party shall pay its own costs and expenses (including any broker's or finder's fees) incurred in connection with the proposed transaction.

10. CONSENTS

The Purchaser, the Company, and the Shareholder shall cooperate with each other and proceed, as promptly as is reasonably practicable, to endeavor to comply with all legal or contractual requirements for or preconditions to the execution and consummation of the Definitive Agreement.

11. TERMINATION

The Binding Provisions may be terminated:

(a) by mutual written consent of the Purchaser, the Company, and the Shareholder;

(b) by the Purchaser, without any penalty to the Purchaser, in the event that the Purchaser's due diligence (a) uncovers facts concerning the Company's business or financial condition that are different than those represented to the Purchaser by the Company or the Shareholder prior to the execution of this Letter of Intent; or (b) discloses any material concerns to the Purchaser regarding the Company;

(c) by the Company or the Shareholder, without any penalty to the Company or the Shareholder, in the event that either the Company's or the Shareholder's due diligence (a) uncovers facts concerning the Purchaser's business or financial condition that are different than those represented to the Company and the Shareholder by the Purchaser prior to the execution of this Letter of Intent; or (b) discloses any material concerns to the Company or the Shareholder regarding the Purchaser;

(d) by the Purchaser, without any penalty to the Purchaser, in the event that the Purchaser's board of directors does not approve the execution of the Definitive Agreement, and/or the transactions contemplated hereby; provided, however, that the termination of the Binding Provisions shall not affect the liability of a party for breach of any of the Binding Provisions prior to the termination. Upon termination of the Binding Provisions, the parties shall have no further obligations hereunder, except as stated in Paragraphs 1, 5, 6, 8, 9, 14, and 15 of these Binding Provisions, which shall survive any such termination.

12. EXECUTION IN COUNTERPARTS

This Letter of Intent may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. COOPERATION

The Purchaser, the Company, and the Shareholder agree to cooperate and to use their respective best efforts to close the transaction contemplated in this Letter of Intent as soon as practicable after the date hereof.

14. ENTIRE AGREEMENT; AMENDMENT; ASSIGNMENT

The Binding Provisions and any Non-Disclosure Agreement between the Purchaser, the Company, and the Shareholder constitute the entire agreement among the parties, and supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing among the parties on the subject matter hereof. Except as otherwise provided herein, the Binding Provisions may be amended or modified only by a writing executed by all of the parties. This Letter of Intent is not assignable without the prior written consent of each of the Purchaser, the Company, and the Shareholder.

15. GOVERNING LAW; JURISDICTION; VENUE

This Letter shall be governed by and construed under the laws of New York without regard to principles of conflict of laws. The parties irrevocably consent to the jurisdiction and venue of the state and federal courts located in New York in connection with any action.

Please sign and date this Letter of Intent in the space provided below to confirm your understanding of the terms of the Nonbinding Provisions and to confirm the mutual binding agreements set forth in the Binding Provisions and return a signed copy to the undersigned.

Very truly yours,

THE PURCHSER

DARKPULSE, INC.

By: */s/ Dennis O'Leary*
Dennis O'Leary, CEO

[Purchaser and Shareholder Signature Page to Follow]

Acknowledged as to
the Nonbinding and agreed
as to the Binding Provisions
as of the date below:

THE COMPANY

TERRADATA UNMANNED, PLLC

Date: June 25, 2021

By: */s/ Justin Dee*
Justin Dee, COO and Owner

THE SHAREHOLDER

Date: June 25, 2021

By: */s/ Justin Dee*
Justin Dee, an Individual

Exhibit 31.1

CERTIFICATIONS

I, Dennis O'Leary, certify that:

1. I have reviewed this Form 10-Q quarterly report of DarkPulse, Inc. for the quarter ended June 30, 2021;

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

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

4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this report is being prepared;

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

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

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

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

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

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

Date: August 16, 2021

/s/ Dennis O'Leary
Dennis O'Leary, Chief Executive Officer
(Principal Executive & Financial Officer)

Exhibit 32.1

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

In connection with the quarterly report of DarkPulse, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2021, as filed with the Securities and Exchange Commission (the "Report"), the undersigned principal executive and principal financial officer of the Company, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

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

Date: August 16, 2021

/s/ Dennis O'Leary
Dennis O'Leary, Chief Executive Officer
(Principal Executive & Financial Officer)