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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 4, 2016

bBooth, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-55314

(Commission
File Number)

90-1118043

(IRS Employer
Identification No.)

**901 Hancock Avenue, Suite 308
West Hollywood, California**

(Address of principal executive offices)

90069

(Zip Code)

(855) 250-2300

(Registrant's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 ENTRY INTO MATERIAL DEFINITIVE AGREEMENT.

To the extent required by Item 1.01 of Form 8-K, the information contained or incorporated in Item 3.02 of this Form 8-K is incorporated by reference in this Item 1.01.

Item 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.

To the extent required by Item 2.03 of Form 8-K, the information contained or incorporated in Item 3.02 of this Form 8-K is incorporated by reference in this Item 2.03.

Item 3.02 UNREGISTERED SALES OF EQUITY SECURITIES.

On April 4, 2016, we sold, pursuant to private placement subscription agreements, an aggregate of 5,722,222 shares of our company's common stock, at a price of \$0.045 per share, for aggregate gross proceeds of \$257,500 to four purchasers. One of the purchasers was a U.S. Person (as that term is defined in Regulation S of the Securities Act of 1933, as amended (the "Securities Act")) and an accredited investor (as that term is defined in Regulation D of the Securities Act). In issuing the shares to such person, we relied on the exemption from the registration requirements of the Securities Act provided by Rule 506 of Regulation D promulgated thereunder and/or Section 4(a)(2) of the Securities Act. The Company did not engage in any general solicitation or advertising with regard to the issuance and sale of these securities and did not offer the securities to the public. Three of the purchasers were non-U.S. persons (as that term is defined in Regulation S of the Securities Act of 1933, as amended) and the securities were offered in an offshore transaction in which we relied on the exemptions from the registration requirements provided for in Regulation S and/or Section 4(a)(2) of the Securities Act.

A copy of the form of the private placement subscription agreement is attached to this Form 8-K as Exhibit 10.1, and is incorporated by reference herein. The foregoing description of the private placement subscription agreement does not purport to be complete and is qualified in its entirety by reference to the securities purchase agreement.

Effective April 4, 2016, we issued 500,000 shares of our company's common stock to James P. Geiskopf, a director of our company, as compensation for services provided and to be provided to our company during 2016. Mr. Geiskopf is an accredited investor (as that term is defined in Regulation D of the Securities Act), and in issuing the shares to him, we relied on the exemption from the registration requirements of the Securities Act provided by Rule 506 of Regulation D promulgated thereunder and/or Section 4(a)(2) of the Securities Act.

Effective April 4, 2016, we issued a secured convertible note to Rory J. Cutaia, the Chief Executive Officer and a director of our company, in the amount of \$343,325.56, which represents additional sums that Mr. Cutaia advanced to our company during the period from December 2015 through March 2016, and in addition to all pre-existing loans made by, and notes held by Mr. Cutaia. This note bears interest at the rate of 12% per annum, compounded annually. In consideration for Mr. Cutaia's agreement to extend the repayment date to August 4, 2017, we granted Mr. Cutaia the right to convert up to 30% of the amount of the such note into shares of our company's common stock at \$0.07 per share and issued 2,452,325 share purchase warrants, exercisable at \$0.07 per share until April 4, 2019, which warrants represent 50% of the amount of such note. Mr. Cutaia is an accredited investor (as that term is defined in Regulation D of the Securities Act), and in issuing the shares to him, we relied on the exemption from the registration requirements of the Securities Act provided by Rule 506 of Regulation D promulgated thereunder and/or Section 4(a)(2) of the Securities Act. In connection with the issuance of this note, we entered into a security agreement whereby we granted security over all of our company's assets as security for repayment of the note.

A copy of the form of the secured convertible note, the security agreement and the warrants are attached to this Form 8-K as Exhibit 10.2, Exhibit 10.3 and Exhibit 10.4 respectively, and are incorporated by reference herein. The foregoing description of the secured convertible note, the security agreement and the warrants do not purport to be complete and are qualified in their entirety by reference to the secured convertible note, the security agreement and warrants.

Effective April 4, 2016, we also issued an unsecured convertible note payable to Mr. Cutaia in the amount of \$121,875.00, which represents the amount of the accrued but unpaid salary owed to Mr. Cutaia for the period from December 2015 through March 2016. In consideration for Mr. Cutaia's agreement to extend the payment date to August 4, 2017, we granted Mr. Cutaia the right to convert the amount of the such note into shares of our company's common stock at \$0.07 per share. This note bears interest at the rate of 12% per annum, compounded annually. Mr. Cutaia is an accredited investor (as that term is defined in Regulation D of the Securities Act), and in issuing the shares to him, we relied on the exemption from the registration requirements of the Securities Act provided by Rule 506 of Regulation D promulgated thereunder and/or Section 4(a)(2) of the Securities Act.

A copy of the form of unsecured convertible note is attached to this Form 8-K as Exhibit 10.5, and is incorporated by reference herein. The foregoing description of the unsecured convertible note does not purport to be complete and is qualified in its entirety by reference to the unsecured convertible note.

Effective April 4, 2016, we also issued an unsecured convertible note payable to Oceanside Strategies, Inc. ("Oceanside") in the amount of \$680,268.00. This note supersedes and replaces all previous notes and current liabilities due to Oceanside for sums Oceanside loaned to our company in 2014 and 2015. This note bears interest at the rate of 12% per annum, compounded annually. In consideration for Oceanside's agreement to convert the prior notes from current demand notes and extend the maturity date to December 4, 2016, we granted Oceanside the right to convert up to 30% of the amount of such note into shares of our company's common stock at \$0.07 per share and issued 2,429,530 share purchase warrants, exercisable at \$0.07 per share until April 4, 2019, which warrants represent 25% of the amount of such note. We issued the note to Oceanside, a non-U.S. person (as that term is defined in Regulation S of the Securities Act of 1933, as amended) in an offshore transaction in which we relied on the exemptions from the registration requirements provided for in Regulation S and/or Section 4(a)(2) of the Securities Act.

A copy of the form of the unsecured convertible note and the warrants are attached to this Form 8-K as Exhibit 10.6 and Exhibit 10.7 respectively, and are incorporated by reference herein. The foregoing description of the unsecured convertible note and the warrants do not purport to be complete and are qualified in their entirety by reference to the unsecured convertible note and the warrants.

Item 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

Effective April 4, 2016, we accepted the resignations of Peter Jensen and Michael Psomas from our company's Board of Directors. Neither of the resignations was the result of any disagreement with our company.

As part of our continuing focus on marketing our 'push-to-screen' NOTIFI technology to social media and entertainment companies, we appointed Dan Fleishman and Branden Hampton to our company's Board of Advisors.

Mr. Fleishman has been known as the youngest owner of a publicly-traded company, founder of firstslice.com and uwheels.com, and runs a charity called Model Citizen Fund that provides free backpacks with emergency supply items to the homeless. Mr. Fleishman has acted as an angel investor or consultant for 14 companies to date, ranging from an "invisible text" mobile app to 321juice.com available today in Whole Foods. In May 2014, Mr. Fleishman founded celebvidy.com which allows fans to purchase video greetings and pose questions directly to celebrities, athletes, fitness experts and business leaders.

Mr. Hampton, one of the largest independent social media publishers in the world, brings a wealth of experience from his successful career in Social Media Marketing. He co-founded California-based First Slice Media a content site that has done over 300,000,000 page views since its launch in April 2015. He also co-founded One Penny Ad Agency, a company that specializes in providing clients with various social media strategies for Twitter. The company counts over 32 million followers from the accounts that it owns and manages, and assists its clients with Social Media, Engagement, Influence, Impressions, Ad Serving, Content, Trending Topics, Analytics, Demographic targeting, and the Building of Followers.

Mr. Hampton personally supervises 24 Twitter accounts, representing in excess of 12 million followers in total. One example of his effective strategies is the project "@Notebook", also known as "Notebook of Love". In February 2011, over 30,000 followers were acquired in only three weeks, making it a striking illustration of the power of modern marketing. Today @Notebook is one of Twitter's most active brands exceeding 5.6 million followers. Influential Media Group also provides assistance to celebrities, prominent athletes, music artists and bands, supporting with the development of strategies to effectively engage with followers.

ITEM 7.01 REGULATION FD DISCLOSURE.

Our presentation is furnished with this current report on Form 8-K as Exhibit 99.1 and is incorporated into this Item 7.01 by reference.

A copy of our press release dated April 8, 2016 is furnished with this current report on Form 8-K as Exhibit 99.2 and is incorporated into this Item 7.01 by reference.

In accordance with General Instruction B.2 of Form 8-K, the information in Item 7.01 on this Form 8-K, including Exhibit 99.1 and Exhibit 99.2, is being furnished and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act, or otherwise subject to the liabilities of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act or the Securities Exchange Act of 1934, except as shall be expressly set forth by specific reference in such filing.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

- 10.1 Form of Private Placement Subscription Agreement
- 10.2 Form of 12% Secured Convertible Note Issued to Rory J. Cutaia
- 10.3 Form of Security Agreement Issued to Rory J. Cutaia in Connection with 12% Secured Convertible Note
- 10.4 Form of Warrant Agreement for Rory J. Cutaia
- 10.5 Form of 12% Unsecured Convertible Note issued to Rory J. Cutaia
- 10.6 Form of 12% Unsecured Convertible Note issued to Oceanside Strategies, Inc.
- 10.7 Form of Warrant Agreement for Oceanside Strategies, Inc.
- 99.1 Presentation
- 99.2 News release dated: April 8, 2016

SIGNATURE

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

Date: April 11, 2016

/s/ Rory J. Cutaia

bBOOTH, INC.

By: "*Rory J. Cutaia*"

Name: Rory J. Cutaia

Title: Chairman and Chief Executive Officer



THE SECURITIES TO WHICH THIS PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT RELATES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE, AND WILL BE ISSUED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT").

NONE OF THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED HEREIN), EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATIONS UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE U.S. STATE AND FOREIGN SECURITIES LAWS. HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT.

bBOOTH, INC.
(the "Issuer")

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

INSTRUCTIONS TO SUBSCRIBER

1. You must complete all the information in the boxes on page 2 and sign where indicated with an "X".
 2. If you are NOT a "U.S. Purchaser" (as defined in Exhibit B) and are resident in Canada, you must complete and sign Exhibit A, "Non-US Investor Questionnaire", that starts on page 18.
 3. If you are a "U.S. Purchaser" (as defined in Exhibit B), you must complete and sign Exhibit B, "U.S. Investor Questionnaire", that starts on page 23.
 4. If you are paying for your subscription with funds drawn from a Canadian bank, **you may pay by wire transfer to the Issuer, pursuant to the wiring instructions set out in Exhibit C that is on page 24.** If the funds are wired or sent to the Issuer's legal counsel, you irrevocably authorize such legal counsel to immediately deliver the funds to the Issuer.
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bBOOTH, INC.

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase from bBooth, Inc. (the “**Issuer**”) that number of shares of common stock in the capital of the Issuer (each, a “**Share**”) as is set out below at a price of US\$0.045 per Share. The Subscriber agrees to be bound by the terms and conditions set forth in the attached “Terms and Conditions of Subscription for Shares”.

Subscriber Information

(Name of Subscriber)

Account Reference (if applicable): _____

X _____

(Signature of Subscriber – if the Subscriber is an Individual)

X _____

(Signature of Authorized Signatory – if the Subscriber is not an Individual)

(Name and Title of Authorized Signatory – if the Subscriber is not an Individual)

(SIN, SSN, or other Tax Identification Number of the Subscriber)

(Subscriber’s Address, including postal or zip code)

(Telephone Number) (Email Address)

Shares to be Purchased

(Number of Shares)

Total Subscription Price: _____

(the “**Subscription Amount**”, plus wire fees if applicable)

Please complete if purchasing as agent or trustee for a principal (beneficial purchaser) (a “Disclosed Principal**”) and not purchasing as trustee or agent for accounts fully managed by it.**

(Name of Disclosed Principal)

(Address of Disclosed Principal)

(Account Reference, if applicable)

(SIN, SSN, or other Tax Identification Number of Disclosed Principal)

Register the Shares as set forth below:

(Name to Appear on Share Certificate)

(Account Reference, if applicable)

(Address, including postal or zip code)

Deliver the Shares as set forth below:

(Attention - Name)

(Account Reference, if applicable)

(Street Address, including postal or zip code – *no PO Boxes permitted*)

(Telephone Number)

Number and kind of securities of the Issuer held, directly or indirectly, or over which control or direction is exercised by, the Subscriber, if any (i.e., shares, warrants, options):

ACCEPTANCE

The Issuer hereby accepts the Subscription (as defined herein) on the terms and conditions contained in this private placement subscription agreement (this **Agreement**) as of the ____ day of _____, 2016.

bBOOTH, INC.

Per: _____
Authorized Signatory

Address: 901 Hancock Ave, Unit 308
West Hollywood, CA, USA 90069
Fax: (646) 349-1623
Email: rory@bbooth.com
Attention: Rory Cutaia

TERMS AND CONDITIONS OF SUBSCRIPTION FOR SHARES

1. Subscription

1.1 On the basis of the representations and warranties, and subject to the terms and conditions, set forth in this Agreement, the Subscriber hereby irrevocably subscribes for and agrees to purchase such number of Shares as is set forth on page 2 of this Agreement at a price of \$0.045 per Share for the Subscription Amount shown on page 2 of this Agreement, which is tendered herewith (such subscription and agreement to purchase being the “**Subscription**”), and the Issuer agrees to sell the Shares to the Subscriber, effective upon the Issuer’s acceptance of this Agreement.

1.2 The Subscriber acknowledges that the Shares have been offered to the Subscriber as part of an offering by the Issuer (the “**Offering**”).

1.3 All dollar amounts referred to in this Agreement are in lawful money of the United States of America, unless otherwise indicated.

2. Payment

2.1 The Subscription Amount must accompany this Subscription and will be paid: (i) if the Subscriber is drawing funds from a Canadian bank to pay for this Subscription, by a certified check or bank draft drawn on a Canadian chartered bank or by wire transfer to the Issuer pursuant to wiring instructions provided by the Issuer set out in Exhibit C annexed hereto; or (ii) if the Subscriber is drawing funds from any source other than a Canadian chartered bank to pay for this Subscription, then by bank draft, certified check or by wire transfer to the Issuer pursuant to wiring instructions provided by the Issuer set out in Exhibit C annexed hereto. Any Subscription Amount received by the Issuer in advance of the Closing (as defined below) will be held in trust by the Issuer for the Subscriber until the Closing and shall not bear interest.

2.2 The completion of the purchase and sale of the Shares subscribed for hereunder and the issuance of the Shares subscribed for pursuant to this Agreement (the “**Closing**”) will take place on such date or dates as determined by the Issuer. The Subscriber acknowledges and agrees that this Agreement, the Subscription Amount and any other documents delivered in connection herewith will be held by the Issuer in escrow until the first Closing. In the event that this Agreement is not accepted by the Issuer for whatever reason, which the Issuer expressly reserves the right to do, the Issuer will return the Subscription Amount (without interest thereon) to the Subscriber at the address of the Subscriber as set forth on page 2 of this Agreement, or as otherwise directed by the Subscriber.

3. Documents Required from Subscriber

3.1 The Subscriber must complete, sign and return to the Issuer the following documents:

- (a) this Agreement;
 - (b) if the Subscriber is not a U.S. Purchaser (as defined in Exhibit B) and is resident in Canada, the Non-U.S. Investor Questionnaire (the “**Non-U.S. Questionnaire**”) attached as Exhibit A that starts on page 18;
 - (c) if the Subscriber is a U.S. Purchaser (as defined in Exhibit B), the U.S. Investor Questionnaire (the “**U.S. Questionnaire**”) and, together with the Non-U.S. Questionnaire, the “**Questionnaires**”) attached as Exhibit B that starts on page 23; and
 - (d) such other supporting documentation as the Issuer or the Issuer’s legal counsel (the “**Issuer’s Counsel**”) may request to establish the Subscriber’s qualification as a qualified investor,
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and the Subscriber acknowledges and agrees that the Issuer will not consider the Subscription for acceptance unless the Subscriber has provided all of such documents to the Issuer.

3.2 As soon as practicable upon any request by the Issuer, the Subscriber will complete, sign and return to the Issuer any additional documents, questionnaires, notices and undertakings as may be reasonably required by any regulatory authorities or applicable laws.

3.3 The Issuer and the Subscriber acknowledge and agree that the Issuer's Counsel has acted as counsel only to the Issuer and is not protecting the rights and interests of the Subscriber. The Subscriber acknowledges and agrees that the Issuer and the Issuer's Counsel have given the Subscriber the opportunity to seek, and are hereby recommending that the Subscriber obtain, independent legal advice with respect to the subject matter of this Agreement and, further, the Subscriber hereby represents and warrants to the Issuer and the Issuer's Counsel that the Subscriber has sought independent legal advice or waives such advice.

4. Conditions and Closing

4.1 The date of the Closing (the "**Closing Date**") will occur on such date or dates as may be determined by the Issuer in its sole discretion. The Issuer may, at its discretion, elect to close the Offering in one or more closings.

4.2 The Closing will be conditional upon and subject to:

- (a) the Issuer obtaining all necessary approvals and consents for the Offering;
- (b) the Issuer receiving a completed copy of this Agreement, the applicable Questionnaires and the Subscription Amount; and
- (c) the issue and sale of the Shares being exempt from the requirement to file a prospectus and the requirement to deliver an offering memorandum under applicable securities laws relating to the sale of the Shares, or the Issuer having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus or deliver an offering memorandum.

4.3 The Subscriber acknowledges that a certificate representing the Shares will be available for delivery to the Subscriber within five business days of the Closing Date.

5. Acknowledgements and Agreements of the Subscriber

5.1 The Subscriber acknowledges and agrees that:

- (a) none of the Shares have been or will be registered under the United States *Securities Act of 1933*, as amended, (the "**1933 Act**"), or under any securities or "blue sky" laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to any U.S. Person (as defined in Regulation S promulgated under the 1933 Act ("**Regulation S**")), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with applicable state, provincial and foreign securities laws;
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- (b) the Issuer has not undertaken, and will have no obligation, to register any of the Shares under the 1933 Act or any other applicable securities laws;
 - (c) the Issuer will refuse to register the transfer of any of the Shares to a person in the United States, to a U.S. Person or to a person acting for the account or benefit of a U.S. Person not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act and in each case in accordance with all applicable securities laws;
 - (d) the Issuer and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties, covenants and agreements of the Subscriber contained in this Agreement and the Questionnaires, as applicable, and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber will promptly notify the Issuer;
 - (e) there are risks associated with the purchase of the Securities, including the risk that the Subscriber may lose the entire Subscription Amount;
 - (f) the Subscriber and the Subscriber's advisor(s) have had a reasonable opportunity to ask questions of, and receive answers from, the Issuer in connection with the distribution of the Shares hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Issuer;
 - (g) finder's fees or broker's commissions may be payable by the Issuer to finders who introduce subscribers to the Issuer in connection with the Offering;
 - (h) the books and records of the Issuer were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Subscriber during reasonable business hours at its principal place of business, and all documents, records and books in connection with the distribution of the Shares hereunder have been made available for inspection by the Subscriber and/or its advisor(s);
 - (i) all of the information which the Subscriber has provided to the Issuer is correct and complete and if there should be any change in such information prior to the Closing, the Subscriber will immediately notify the Issuer, in writing, of the details of any such change;
 - (j) the Issuer is entitled to rely on the representations and warranties of the Subscriber contained in this Agreement and the Questionnaires, as applicable, and the Subscriber will hold harmless the Issuer from any loss or damage it or they may suffer as a result of the Subscriber's failure to correctly complete this Agreement or the Questionnaires;
 - (k) any resale of the Shares by the Subscriber will be subject to resale restrictions contained in the securities laws applicable to the Issuer, the Subscriber and any proposed transferee, including resale restrictions imposed under United States and Canadian securities laws, and it is the responsibility of the Subscriber to find out what applicable resale restrictions are and to comply with such restrictions before selling any of the Shares;
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- (l) the Subscriber has been advised to consult the Subscriber's own legal, tax and other advisors with respect to the merits and risks of an investment in the Shares and with respect to applicable resale restrictions, and it is solely responsible (and the Issuer is not in any way responsible) for compliance with:
 - (i) any applicable laws of the jurisdiction in which the Subscriber is resident in connection with the distribution of the Shares hereunder, and
 - (ii) applicable resale restrictions with respect to the Shares;
 - (m) there may be material tax consequences to the Subscriber of an acquisition or disposition of the Shares, and the Issuer gives no opinion and makes no representation to the Subscriber with respect to the tax consequences to the Subscriber under federal, state, provincial, local or foreign tax laws that may apply to the Subscriber's acquisition or disposition of the Shares;
 - (n) the Issuer has advised the Subscriber that the Issuer is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell the Shares through a person registered to sell securities under applicable securities laws, and, as a consequence of acquiring the Shares pursuant to such exemption, certain protections, rights and remedies provided by applicable securities laws, such as statutory rights of rescission or damages, will not be available to the Subscriber;
 - (o) no documents in connection with the issuance of the Shares have been reviewed by the United States Securities and Exchange Commission (the "SEC") or any other securities regulators;
 - (p) neither the SEC nor any Canadian securities commissions or similar regulatory authorities in any other jurisdictions have reviewed or passed on the merits of any of the Shares;
 - (q) there is no government or other insurance covering any of the Shares;
 - (r) the Shares are "restricted securities" as such term is defined under Rule 144 of the 1933 Act and will be subject to a hold period in relation to offers and sales of the Shares thereunder, which may be an indefinite period of time;
 - (s) if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Shares absent registration under the 1933 Act, it will not offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Shares, except:
 - (i) to the Issuer,
 - (ii) outside the United States in an "offshore transaction" in compliance with the requirements of Rule 904 of Regulation S, if available, and in compliance with applicable local laws and regulations,
 - (iii) in compliance with an exemption from registration under the 1933 Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities laws, or
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(iv) in a transaction that does not require registration under the 1933 Act or any applicable state securities laws, and

(v) in the case of subparagraph (iii) or (iv), it has furnished to the Issuer an opinion of counsel of recognized standing in form and substance reasonably satisfactory to counsel to the Issuer's Counsel to such effect; and

(t) this Agreement is not enforceable by the Subscriber unless it has been accepted by the Issuer and the Issuer reserves the right to reject this Subscription for any reason.

6. Representations and Warranties of the Subscriber

6.1 The Subscriber hereby represents and warrants to the Issuer (which representations and warranties will survive the Closing) that:

(a) the Subscriber is resident in the jurisdiction set out on page 2 of this Agreement;

(b) unless the Subscriber has completed Exhibit B, in which case the Subscriber makes the representations and warranties contained therein:

(i) the Subscriber is not in the United States, is not a U.S. Person, is not purchasing the Shares for the account or benefit of a U.S. Person, did not receive the offer to buy the Shares while in the United States and it (or its authorized signatory) was outside of the United States at the time its buy order was placed and this Agreement was executed,

(ii) offers and/or sales of any of the Shares prior to the expiration of the period specified in Regulation S (such period referred to herein as the "**Distribution Compliance Period**") shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the 1933 Act or pursuant to an exemption therefrom, and all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the 1933 Act or an exemption therefrom, and in each case only in accordance with applicable state, provincial and foreign securities laws,

(iii) it has not acquired the Shares as a result of, and will not itself engage in, any "directed selling efforts" (as defined in Regulation S) in the United States in respect of any of the Shares, which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the sale of the Shares, and

(iv) hedging transactions involving the Shares may not be conducted unless such transactions are in compliance with the provisions of the 1933 Act and in each case only in accordance with applicable securities laws;

(c) if the Subscriber is resident outside of Canada and the United States:

(i) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws having application in the jurisdiction in which the Subscriber is resident (the "**International Jurisdiction**") which would apply to the offer and sale of the Shares,

- (ii) the Subscriber is purchasing the Shares pursuant to exemptions from prospectus or equivalent requirements under applicable laws or, if such is not applicable, the Subscriber is permitted to purchase the Shares under applicable securities laws of the International Jurisdiction without the need to rely on any exemptions,
 - (iii) the applicable securities laws of the International Jurisdiction do not require the Issuer to make any filings or seek any approvals of any kind from any securities regulator of any kind in the International Jurisdiction in connection with the offer, issue, sale or resale of any of the Shares,
 - (iv) the purchase of the Shares by the Subscriber does not trigger:
 - A. any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or
 - B. any continuous disclosure reporting obligation of the Issuer in the International Jurisdiction, and
 - (v) the Subscriber will, if requested by the Issuer, deliver to the Issuer a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (ii), (iii) and (iv) above to the satisfaction of the Issuer, acting reasonably;
 - (d) the Subscriber: (i) has adequate net worth and means of providing for its current financial needs and possible personal contingences, (ii) has no need for liquidity in this investment, (iii) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the Shares, (iv) is able to bear the economic risks of an investment in the Shares for an indefinite period of time, and (v) can afford the complete loss of the Subscription Amount;
 - (e) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Subscriber;
 - (f) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber, or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
 - (g) the Subscriber has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms;
 - (h) the Subscriber has received and carefully read this Agreement;
 - (i) the Subscriber is aware that an investment in the Issuer is speculative and involves certain risks, including that the Subscriber could lose its entire investment;
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- (j) the Subscriber has made an independent examination and investigation of an investment in the Shares and the Issuer and agrees that the Issuer will not be responsible in any way for the Subscriber's decision to invest in the Shares;
- (k) the Subscriber is purchasing the Shares as principal for its own account for investment purposes only and not for the account of any other person, and not for distribution, assignment or resale to others, and no other person has a direct or indirect beneficial interest in the Shares, and the Subscriber has not subdivided its interest in any of the Shares with any other person;
- (l) the Subscriber is not an underwriter of, or dealer in, any of the Shares, nor is the Subscriber participating, pursuant to a contractual agreement or otherwise, in the distribution of the Shares;
- (m) the Subscriber is not aware of any advertisement of any of the Shares and is not acquiring the Shares as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (n) no person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase any of the Shares,
 - (ii) that any person will refund the purchase price of any of the Shares, or
 - (iii) as to the future price or value of any of the Shares;
- (o) the funds representing the Subscription Amount will not represent proceeds of crime for the purposes of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (the "**PATRIOT Act**") and the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the Issuer's name and other information relating to this Agreement and the Subscription, on a confidential basis, pursuant to the PATRIOT Act;
- (p) no portion of the Subscription Amount to be provided by the Subscriber: (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States of America, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity who has not been identified to or by the Subscriber; and
- (q) the Subscriber shall promptly notify the Issuer if the Subscriber discovers that any of the foregoing representations ceases to be true and will provide the Issuer with appropriate information in connection therewith.

6.2 In this Agreement, the term "**U.S. Person**" has the meaning ascribed thereto in Regulation S, and, for the purpose of this Agreement, includes, but is not limited to: (a) any person in the United States; (b) any natural person resident in the United States; (c) any partnership or corporation organized or incorporated under the laws of the United States; (d) any partnership or corporation organized outside the United States by a U.S. Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organized or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts; or (e) any estate or trust of which any executor or administrator or trustee is a U.S. Person.

7. Representations and Warranties will be Relied Upon by the Issuer

7.1 The Subscriber acknowledges and agrees that the representations and warranties contained in this Agreement and the Questionnaires, as applicable, are made by the Subscriber with the intention that such representations and warranties will be relied upon by the Issuer and the Issuer's Counsel in determining the Subscriber's eligibility to purchase the Shares under applicable laws, or, if applicable, the eligibility of others on whose behalf the Subscriber is contracting hereunder to purchase the Shares under applicable laws. The Subscriber further agrees that, by accepting delivery of the certificate(s) representing the Shares, it will be representing and warranting that the representations and warranties contained herein are true and correct at the time of delivery with the same force and effect as if they had been made by the Subscriber at such time, and that they will survive the purchase by the Subscriber of the Shares, and will continue in full force and effect thereafter for the benefit of the Issuer, notwithstanding any subsequent disposition by the Subscriber of the Shares.

8. Legending of Shares

8.1 If the Subscriber is a U.S. Person, the Subscriber acknowledges that, upon the issuance thereof, and until such time as the same is no longer required under applicable securities laws, any certificates representing any of the Shares will bear a legend in substantially the following form:

"NONE OF THE SECURITIES REPRESENTED HEREBY HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE SECURITIES LAWS."

8.2 If the Subscriber is not a U.S. Person, the Subscriber hereby acknowledges that, upon the issuance thereof, and until such time as the same is no longer required under applicable securities laws, any certificates representing any of the Shares will bear legends in substantially the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE BEEN OFFERED IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT IN THE UNITED STATES OR ARE NOT U.S. PERSONS AND ARE NOT ACTING FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT")."

NONE OF THE SECURITIES REPRESENTED HEREBY HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT."

8.3 If the Subscriber is a resident of Canada, the Subscriber acknowledges that, upon the issuance thereof, and until such time as the same is no longer required under applicable securities laws, any certificates representing any of the Shares will bear an additional legend in substantially the following form:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) [INSERT DISTRIBUTION DATE], AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.”

8.4 The Subscriber hereby acknowledges and agrees to the Issuer making a notation on its records or giving instructions to the registrar and transfer agent of the Issuer in order to implement the restrictions on transfer set forth and described in this Agreement.

8.5 The Subscriber acknowledges that any applicable hold periods with respect to the Shares may be indefinite and the Subscriber may not be able to trade or resell the Shares for an indefinite period.

9. Collection of Personal Information

9.1 The Subscriber acknowledges and consents to the fact that the Issuer is collecting the Subscriber's personal information for the purpose of fulfilling this Agreement and completing the Offering. The Subscriber acknowledges that its personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) may be included in record books in connection with the Offering and may be disclosed by the Issuer to: (a) stock exchanges or securities regulatory authorities; (b) the Issuer's registrar and transfer agent; (c) any tax authorities; (d) authorities pursuant to any money laundering or terrorist financing legislation; and (e) any of the other parties involved in the Offering. By executing this Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) for the foregoing purposes and to the retention of such personal information for as long as permitted or required by applicable laws. Notwithstanding that the Subscriber may be purchasing the Shares as agent on behalf of an undisclosed principal, the Subscriber agrees to provide, on request, particulars as to the nature and identity of such undisclosed principal, and any interest that such undisclosed principal has in the Issuer, all as may be required by the Issuer in order to comply with the foregoing.

9.2 The Subscriber is hereby notified and agrees that:

- (a) the Issuer may deliver to any securities commission having jurisdiction over the Issuer, the Subscriber or this Subscription, including any Canadian provincial securities commissions, the SEC and/or any state securities commissions (collectively, the “**Commissions**”), certain personal information pertaining to the Subscriber, including the Subscriber's full name, residential address and telephone number, the number of Shares or other securities of the Issuer owned by the Subscriber, the number of Shares purchased by the Subscriber, the total Subscription Amount paid for the Shares, the prospectus exemption relied on by the Issuer and the date of distribution of the Shares;
 - (b) such information is being collected indirectly by the Commissions under the authority granted to them in applicable securities laws;
 - (c) such information is being collected for the purposes of the administration and enforcement of applicable securities laws; and
-

(d) the Subscriber may contact the following public official in Ontario with respect to questions about the Ontario Securities Commission's indirect collection of such information at the following address and telephone number:

Administrative Assistant to the Director of Corporate Finance
Ontario Securities Commission
Suite 1903, Box 55
20 Queen Street West
Toronto, ON M5H 3S8
Telephone: (416) 593-8086.

10. Costs

10.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the purchase of the Shares will be borne by the Subscriber.

11. Governing Law

11.1 This Agreement is governed by the laws of the State of Nevada and the federal laws of the United States applicable therein. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial or undisclosed purchaser for whom it is acting, irrevocably attorns to the exclusive jurisdiction of the courts of the State of Nevada.

12. Survival

12.1 This Agreement, including, without limitation, the representations, warranties and covenants contained herein, will survive and continue in full force and effect and be binding upon the Issuer and the Subscriber, notwithstanding the completion of the purchase of the Shares by the Subscriber.

13. Assignment

13.1 This Agreement is not transferable or assignable.

14. Severability

14.1 The invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

15. Entire Agreement

15.1 Except as expressly provided in this Agreement and in the exhibits, agreements, instruments and other documents attached hereto or contemplated or provided for herein, this Agreement contains the entire agreement between the parties with respect to the sale of the Shares and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Issuer or by anyone else.

16. Notices

16.1 All notices and other communications hereunder will be in writing and will be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication, including facsimile, electronic mail or other means of electronic communication capable of producing a printed copy. Notices to the Subscriber will be directed to the address of the Subscriber set forth on page 2 of this Agreement and notices to the Issuer will be directed to it at the address of the Issuer set forth on page 3 of this Agreement.

17. Counterparts and Electronic Means

17.1 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will constitute an original and all of which together will constitute one instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the Closing Date.

18. Exhibits

18.1 The exhibits attached hereto form part of this Agreement.

19. Indemnity

19.1 The Subscriber will indemnify and hold harmless the Issuer and, where applicable, its directors, officers, employees, agents, advisors and shareholders, from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained in this Agreement, the applicable Questionnaire, or in any document furnished by the Subscriber to the Issuer in connection herewith being untrue in any material respect, or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Issuer in connection therewith.

EXHIBIT A

NON-U.S. INVESTOR QUESTIONNAIRE

TO: **bBOOTH, INC.** (the “**Issuer**”)

RE: Purchase of Shares (the “**Shares**”) of the Issuer

Capitalized terms used in this Non-U.S. Investor Questionnaire (this “**Questionnaire**”) and not specifically defined have the meaning ascribed to them in the Private Placement Subscription Agreement between the Subscriber (as defined herein) and the Issuer to which this Exhibit A is attached.

In connection with the purchase by the Subscriber (being the undersigned, or if the undersigned is purchasing the Shares as agent on behalf of a disclosed beneficial Subscriber, such beneficial Subscriber, will be referred herein as the “**Subscriber**”) of the Shares, the Subscriber hereby represents, warrants and certifies (which representations, warranties, covenants and certifications will survive the Closing) to the Issuer (and acknowledges that the Issuer is relying thereon) that the Subscriber:

- (i) is purchasing the Shares as principal (or deemed principal under the terms of National Instrument 45-106 - *Prospectus and Registration Exemptions* adopted by the Canadian Securities Administrators (“**NI 45-106**”)); and
- (ii) (A) is resident in or is subject to the laws of one of the following (check one):

- | | | |
|--|--|---|
| <input type="checkbox"/> Alberta | <input type="checkbox"/> New Brunswick | <input type="checkbox"/> Prince Edward Island |
| <input type="checkbox"/> British Columbia | <input type="checkbox"/> Nova Scotia | <input type="checkbox"/> Quebec |
| <input type="checkbox"/> Manitoba | <input type="checkbox"/> Ontario | <input type="checkbox"/> Saskatchewan |
| <input type="checkbox"/> Newfoundland and Labrador | | |

In connection with the purchase of the Shares, the Subscriber hereby represents, warrants, covenants and certifies that the Subscriber is an “accredited investor” within the meaning of NI 45-106, by virtue of satisfying one of the following criteria (**YOU MUST ALSO INITIAL OR PLACE A CHECK-MARK ON THE APPROPRIATE LINE BELOW**):

- (a) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);
 - (b) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (a);
 - (c) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds CDN\$1,000,000;
 - (d) an individual whose net income before taxes exceeded CDN\$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded CDN\$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;
-

- [] (e) an individual who, either alone or with a spouse, has net assets of at least CDN\$5,000,000;
 - [] (f) a person, other than an individual or investment fund, that has net assets of at least CDN\$5,000,000 as shown on its most recently prepared financial statements and that has not been created or used solely to purchase or hold securities as an accredited investor as defined in this paragraph (f);
 - [] (g) an investment fund that distributes or has distributed its securities only to
 - (i) a person that is or was an accredited investor at the time of the distribution,
 - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment] of NI 45-106, or 2.19 [Additional investment in investment funds] of NI 45-106, or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment] of NI 45-106;
 - [] (h) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;
 - [] (i) a trust company or trust company registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust company, as the case may be;
 - [] (j) a person acting on behalf of a fully managed account managed by that person, if that person
 - (i) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and
 - (ii) in Ontario, is purchasing a security that is not a security of an investment fund;
 - [] (k) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,
 - [] (l) an entity organized in a foreign jurisdiction that is analogous to the entity referred to in paragraph (a) in form and function;
 - [] (m) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;
-

[] (n) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser; or

[] (o) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor.

For the purposes hereof:

“control person” means

- (i) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, or
- (ii) each person in a combination of persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer,

and, if a person or combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person or combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer;

“director” means

- (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
- (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

“eligibility adviser” means

- (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed; and
- (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons, and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

“executive officer” means, for an issuer, an individual who is

- (i) a chair, vice-chair or president,
 - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
 - (iii) performing a policy-making function in respect of the issuer;
-

“**foreign jurisdiction**” means a country other than Canada or a political subdivision of a country other than Canada;

“**founder**” means, in respect of an issuer, a person who,

- (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (ii) at the time of the distribution or trade is actively involved in the business of the issuer;

“**financial assets**” means

- (i) cash,
- (ii) securities, or
- (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

“**fully managed account**” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

“**investment fund**” means a mutual fund or a non-redeemable investment fund, and, for great certainty in British Columbia, includes an employee venture capital corporation and a venture capital corporation as such terms are defined in National Instrument 81-106 *Investment Fund Continuous Disclosure*;

“**jurisdiction**” or “jurisdiction of Canada” means a province or territory of Canada except when used in the term foreign jurisdiction;

“**non-redeemable investment fund**” means an issuer:

- (i) whose primary purpose is to invest money provided by its securityholders;
- (ii) that does not invest
 - (A) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
 - (B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
- (iii) that is not a mutual fund;

“**person**” includes

- (i) an individual;
- (ii) a corporation;
- (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not; and
- (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

“**related liabilities**” means

- (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
 - (ii) liabilities that are secured by financial assets;
-

“**spouse**” means, an individual who,

- (i) is married to another individual and is not living separate and apart within the meaning of the Divorce Act (Canada), from the other individual,
- (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the Adult Interdependent Relationships Act (Alberta); and

“**subsidiary**” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

The Subscriber agrees that the above representations and warranties will be true and correct both as of the execution of this Questionnaire and as of the Closing and that they will survive the completion of the issue of the Shares.

The Subscriber acknowledges that the foregoing representations and warranties are made by the Subscriber with the intent that they be relied upon in determining the suitability of the Subscriber to acquire the Shares and that this Questionnaire is incorporated into and forms part of the Agreement, and the Subscriber undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing.

By completing this Questionnaire, the Subscriber authorizes the indirect collection of this information by each applicable regulatory authority or regulator and acknowledges that such information is made available to the public under applicable legislation.

DATED as of _____ day of _____, 2016.

Print Name of Subscriber (or person signing as agent)

By: _____
Signature

Title

EXHIBIT B

U.S. INVESTOR QUESTIONNAIRE

TO: **bBOOTH, INC.** (the “**Issuer**”)

RE: Purchase of Shares (the “**Shares**”) of the Issuer

Capitalized terms used in this U.S. Investor Questionnaire (this “**Questionnaire**”) and not specifically defined have the meaning ascribed to them in the Private Placement Subscription Agreement between the Subscriber (as defined herein) and the Issuer to which this Exhibit B is attached.

This Questionnaire applies only to persons that are U.S. Purchasers. A “**U.S. Purchaser**” is: (a) any U.S. Person, (b) any person purchasing the Shares for the account or benefit of any U.S. Person, (c) any person that receives or received an offer of the Shares while in the United States, or (d) any person that is (or whose authorized signatory is) in the United States at the time the Subscriber’s buy order was made or this Agreement was executed or delivered.

In connection with the purchase by the Subscriber (being the undersigned, or if the undersigned is purchasing the Shares as agent on behalf of a disclosed beneficial Subscriber, such beneficial Subscriber, will be referred herein as the “**Subscriber**”) of the Shares, the Subscriber hereby represents, warrants, covenants and certifies (which representations, warranties, covenants and certifications will survive the Closing) to the Issuer (and acknowledges that the Issuer is relying thereon) that:

1. it is not resident in Canada;
2. it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares and it is able to bear the economic risk of loss of its entire investment;
3. the Issuer has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the Offering and it has had access to such information concerning the Issuer as it has considered necessary or appropriate in connection with its investment decision to acquire the Shares;
4. it is acquiring the Shares for its own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the Shares in violation of the United States securities laws;
5. it (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment, and (iii) is able to bear the economic risks of an investment in the Shares for an indefinite period of time;
6. if the Subscriber is an individual (that is, a natural person and not a corporation, partnership, trust or other entity), then it satisfies one or more of the categories indicated below (please place an “X” on the appropriate lines):

_____ a natural person whose individual net worth, or joint net worth with that person’s spouse, exceeds US\$1,000,000. For purposes of this category, “net worth” means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person’s primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home’s estimated fair market value as long as the mortgage was incurred more than 60 days before the Shares are purchased, but includes (i) any mortgage amount in excess of the home’s fair market value and (ii) any mortgage amount that was borrowed during the 60 day period before the Closing Date for the purpose of investing in the Shares,

_____ a natural person who had an individual income in excess of US\$200,000 in each of the two most recent years, or joint income with their spouse in excess of US\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year, or

_____ a director or executive officer of the Issuer;

7. if the Subscriber is a corporation, partnership, trust or other entity), then it satisfies one or more of the categories indicated below (please place an "X" on the appropriate lines):

_____ an organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of US\$5,000,000,

_____ a "bank" as defined under Section (3)(a)(2) of the 1933 Act or savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act acting in its individual or fiduciary capacity; a broker dealer registered pursuant to Section 15 of the *Securities Exchange Act of 1934* (United States); an insurance company as defined in Section 2(13) of the 1933 Act; an investment company registered under the *Investment Company Act of 1940* (United States) or a business development company as defined in Section 2(a)(48) of such Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the *Small Business Investment Act of 1958* (United States); a plan with total assets in excess of US\$5,000,000 established and maintained by a state, a political subdivision thereof, or an agency or instrumentality of a state or a political subdivision thereof, for the benefit of its employees; an employee benefit plan within the meaning of the *Employee Retirement Income Security Act of 1974* (United States) whose investment decisions are made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000, or, if a self-directed plan, whose investment decisions are made solely by persons that are accredited investors,

_____ a private business development company as defined in Section 202(a)(22) of the *Investment Advisers Act of 1940* (United States),

_____ a trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the 1933 Act, or

_____ an entity in which all of the equity owners satisfy the requirements of one or more of the categories set forth in Section 6 of this Questionnaire;

8. it has not purchased the Shares as a result of any form of general solicitation or general advertising (as those terms are used in Regulation D under the 1933 Act), including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, internet, television or other form of telecommunications, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
9. if the Subscriber decides to offer, sell or otherwise transfer any of the Shares, it will not offer, sell or otherwise transfer any of such Shares, directly or indirectly, unless:
 - (a) the sale is to the Issuer,
 - (b) the sale is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the 1933 Act and in compliance with applicable local laws and regulations in which such sale is made,
 - (c) the sale is made pursuant to the exemption from the registration requirements under the 1933 Act provided by Rule 144 thereunder and in accordance with any applicable state securities or "blue sky" laws, or
 - (d) the Shares are sold in a transaction that does not require registration under the 1933 Act or any applicable state laws and regulations governing the offer and sale of securities, and
 - (e) it has, prior to such sale pursuant to subsection (c) or (d), furnished to the Issuer an opinion of counsel of recognized standing reasonably satisfactory to the Issuer, to such effect;
10. it understands and agrees that there may be material tax consequences to the Subscriber of an acquisition or disposition of the Shares;
11. it consents to the Issuer making a notation on its records or giving instructions to any transfer agent of the Issuer in order to implement the restrictions on transfer set forth and described in this Questionnaire and the Agreement;
12. it is resident in the United States of America, its territories and possessions or any state of the United States or the District of Columbia (collectively the "United States"), is a U.S. Person, is acting for the account or benefit of a U.S. Person or was (or its authorized signatory was) in the United States at the time the Shares were offered or the Agreement was executed; and
13. it understands that the Issuer has no obligation to register any of the Shares under the 1933 Act.

The Subscriber agrees that the above representations and warranties will be true and correct both as of the execution of this Questionnaire and as of the Closing and that they will survive the completion of the issue of the Shares.

The Subscriber acknowledges that the foregoing representations and warranties are made by the Subscriber with the intent that they be relied upon in determining the suitability of the Subscriber to acquire the Shares and that this Questionnaire is incorporated into and forms part of the Agreement, and the Subscriber undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing.

By completing this Questionnaire, the Subscriber authorizes the indirect collection of this information by each applicable regulatory authority or regulator and acknowledges that such information is made available to the public under applicable legislation.

Dated _____, 2016.

X

Signature of individual (if Subscriber is an individual)

X

Authorized signatory (if Subscriber is not an individual)

Name of Subscriber (please print)

Name of authorized signatory (please print)

EXHIBIT C

US DOLLAR WIRE INSTRUCTIONS

TO SEND A WIRE, YOU WILL NEED TO GIVE THE REMITTING BANK THE FOLLOWING INSTRUCTIONS:

BENEFICIARY:	bBooth, Inc. 901 Hancock Ave, Unit 308 West Hollywood, CA 90069
BENEFICIARY BANK:	Bank of America 466 N. La Brea Ave Los Angeles, CA 90036
BENEFICIARY ACCOUNT NUMBER:	501018819300
BANK TRANSIT NUMBER:	026009593
INTERMEDIARY BANK:	N/A
SWIFT CODE:	026009593

NONE OF THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE AND FOREIGN SECURITIES LAWS. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

April 4, 2016 (the "Issue Date")

US \$343,325.56

12% SECURED CONVERTIBLE NOTE

1. General

1.1 FOR VALUE RECEIVED, bBOOTH, INC. (the "Issuer") promises to pay to RORY J. CUTAIA (or his assigns), of [REDACTED FOR PUBLICATION], (the "Holder"), the principal sum of THREE HUNDRED FORTY-THREE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS (\$343,325.56) in lawful currency of the United States (the "Principal Amount") on August 4, 2017 (the "Maturity Date"). The Company may prepay any portion of the Principal Amount without the prior written consent of the Holder subject to the Holder's right of Conversion and associated terms and conditions set out in Section 5, and subject to the prepayment terms and conditions set out in Section 7.

1.2 This secured convertible note (this "Note") is interest bearing at the rate of twelve percent (12%) per annum, and may be assignable by Holder without the prior consent of the Issuer.

1.3 This Note is issued in addition to all notes issued to Holder prior to the date hereof and does NOT replace or consolidate and previously issued notes to Holder.

2. Definitions

2.1 For the purposes hereof, in addition to the terms defined elsewhere in this Note: (i) capitalized terms not otherwise defined herein have the meanings given to such terms in the Subscription Agreement, and (ii) the following terms shall have the following meanings:

- (a) "Business Day" means any day except Saturday, Sunday and any day which is a federal legal holiday in the United States or a day on which banking institutions in the State of California are authorized or required by law or other government action to close;
 - (b) "Conversion Amount" has the meaning ascribed thereto in Section 5.1;
-

- (c) “**Conversion Date**” means the date of conversion of the Conversion Amount and accrued interest thereon into Conversion Shares pursuant to the terms of this Note;
- (d) “**Conversion Shares**” means Shares into which the Conversion Amount, and all accrued interest thereon, may be converted pursuant to the terms of this Note;
- (e) “**Conversion Price**” has the meaning ascribed thereto in Section 5.2;
- (f) “**Person**” means any individual, sole proprietorship, limited or unlimited liability corporation, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, governmental authority, and a natural person including in such person’s capacity as trustee, heir, beneficiary, executor, administrator or other legal representative;
- (g) “**Share**” means a share of common stock in the capital of the Issuer; and
- (h) “**Subscription Agreement**” means the private placement subscription agreement accepted by the Issuer effective as of the Issue Date to which the Issuer and the Holder are parties, as amended, modified or supplemented from time to time in accordance with its terms.

3. Subscription Agreement

3.1 The Holder has acquired this Note, and this Note has been issued, pursuant to the Subscription Agreement and this Note is subject in all respects to the terms of the Subscription Agreement and incorporates the terms of the Subscription Agreement, provided that, in the event of a conflict between this Note and the Subscription Agreement, the terms of this Note shall prevail.

4. Security

4.1 The amounts owing and the obligations of the Issuer under this Note are secured by the following security (as each may be amended, supplemented or replaced from time to time):

- (a) a general security agreement dated as of the date hereof granted by the Issuer in favor of the Holder (the “**Security Agreement**”); and

5. Conversion

5.1 The Issuer and the Holder agree that up to **ONE HUNDRED TWO THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS (\$102,997.67)** of the Principal Amount, plus accrued interest thereon, (the “**Conversion Amount**”), will, at the election of the Holder be either: (a) repaid by the Issuer, in cash, or (b) converted into Conversion Shares.

5.2 This Note is convertible up to the Conversion Amount, at the discretion of the Holder, into Conversion Shares. The conversion price per Conversion Share will be equal to Seven Cents (\$0.07) per Share (the “**Conversion Price**”). For greater certainty, a conversion of the entire Conversion Amount effected on the date hereof would result in the issuance to Holder of One Million Four Hundred Seventy-One Thousand Three Hundred Ninety-Five (1,471,395) common shares of Issuer.

5.3 In order to effect any conversion under this Note, the Holder must provide written notice (the “**Conversion Notice**”) to the Issuer at anytime but not less than ten (10) days prior to the Maturity Date (the “**Conversion Deadline**”) specifying therein the portion of the Conversion Amount to be converted and the date on which such conversion shall be effected. Multiple conversions up to the Conversion Amount and accrued interest may be effected at Holder’s election hereunder. To effect conversions hereunder, the Holder shall not be required to physically surrender this Note to the Issuer unless the entire Principal Amount together with accrued interest then remaining unpaid at that time has been so converted. Conversions hereunder shall have the effect of lowering the outstanding Principal Amount in an amount equal to the applicable conversion. The Holder and the Issuer shall maintain records showing the Principal Amount(s) converted and the date of such conversion(s). In the event of any dispute or discrepancy, the records of the Holder shall be controlling and determinative in the absence of manifest error. **The Holder acknowledges and agrees 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 may be less than the amount stated on the face hereof.**

5.4 In the event that the Holder has not provided a Conversion Notice by the Conversion Deadline, the Issuer will repay the Principal Amount, plus any accrued interest thereon, in cash, to the Holder on the Maturity Date.

5.5 The number of Conversion Shares issuable upon conversion of the Principal Amount shall be determined by the quotient obtained by dividing (x) by (y) where (x) is equal to the Conversion Amount and (y) is the Conversion Price.

5.6 The number of Conversion Shares issuable upon conversion of any accrued and outstanding interest on this Note shall be determined by the quotient obtained by dividing (x) by (y) where (x) is equal to the amount of accrued interest to be converted and (y) is the Conversion Price.

5.7 Not later than five (5) Business Days after any Conversion Date, the Issuer will deliver to the Holder a certificate representing the Conversion Shares (bearing such legends as may be required by applicable law) representing the aggregate number of Conversion Shares being acquired.

5.8 Upon any conversion hereunder, the Issuer shall not be required to issue any fraction of a Conversion Share, and the number of Conversion Shares shall be rounded up to the nearest whole number.

5.9 If the Issuer, at any time while this Note is outstanding: (a) subdivides outstanding Shares into a larger number of Shares, (b) combines (including by way of reverse split) outstanding Shares into a smaller number of Shares, or (c) issues, by reclassification of Shares, any equity securities of the Issuer, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of Shares outstanding before such event and the denominator shall be the number of Shares outstanding after such event. Any adjustment made pursuant to this Section 5.9 shall become effective after the effective date of such subdivision, combination or re-classification.

5.10 In the event of: (a) any capital reorganization or any reclassification of the capital stock of the Issuer, (b) the consolidation or merger of the Issuer with another corporation (other than a consolidation or merger in which the outstanding shares of the Issuer's common stock are not converted into or exchanged for other rights or interests), or (c) the sale, transfer or other disposition to another corporation of all or substantially all the properties and assets of the Issuer (any of the events described in this sentence, a "**Significant Transaction**"), the Holder shall thereafter be entitled to purchase the kind and amount of shares of stock and other securities and property (including cash) which the Holder would have been entitled to receive had this Note been converted immediately prior to the effective date of such Significant Transaction.

6. Repayment

6.1 Payment of this Note (less any tax required to be withheld by the Issuer) shall be paid to the Holder by the Issuer by certified check or by such other method as may be mutually agreed to by the Holder and the Issuer from time to time.

7. Prepayment

7.1 Subject to the Holder's rights of conversion set out in Section 5, and subject to the prepayment terms and conditions set out in this Section 7, the Issuer may, at its option, at any time prior to the Maturity Date, upon twenty calendar days prior written notice to the Holder (a "**Prepayment Notice**"), prepay any portion of the Principal Amount, and accrued interest thereon, without the prior written consent of the Holder.

7.2 The Prepayment Notice shall set forth the date on which prepayment is to occur, such date being no earlier than twenty calendar days after the date of the Prepayment Notice and no later than the Maturity Date (in any case, the "**Prepayment Date**"), and shall set forth that portion of the Principal Amount to be prepaid, along with the calculated accrued interest thereon through and including the Prepayment Date (the "**Prepayment Amount**").

7.3 The Prepayment Amount (less any tax required to be withheld by the Issuer) shall be paid to the Holder by the Issuer by certified check or such other method as may be mutually agreed to by the Holder and the Issuer from time to time. The mailing of such check, or payment by other means, by the Issuer on or before the Prepayment Date shall be deemed to be payment on the Prepayment Date unless the check is not paid upon presentation, or payment by such other means as may be mutually agreed to by the Holder and the Issuer is not received prior to the Prepayment Date.

7.4 At any time after a Prepayment Notice is given, the Issuer shall have the right to deliver to the Holder, or to such other Person as may be directed by the Holder, the Prepayment Amount. Upon the delivery of the Prepayment Amount to the Holder being made, or upon the Prepayment Date, whichever is later, the Note shall be, and be deemed to be, paid and the rights of the Holder shall be limited to receiving, without interest, the amount so deposited. Any interest allowed on such deposit shall accrue to the Issuer.

8. Event of Default

8.1 For the purposes of this Note, the Issuer shall be in default upon the occurrence of any one or more of the following events (each such event being, an **Event of Default**):

- (a) the Issuer defaults in the payment of any amounts owing under this Note when due and the Issuer fails to cure such default within ten (10) Business Days after written notice of default is sent by the Holder to the Issuer;
- (b) the Issuer defaults in the payment of any amounts due and owing under any note or other obligation issued to any third-party when due and the Issuer fails to cure such default within the time provided under the terms of such third-party obligation;
- (c) the Issuer files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks, consents to, or acquiesces in, the appointment of any trustee, receiver or liquidator of the Issuer;
- (d) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Issuer seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) Business Days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of the Issuer is appointed without the consent or acquiescence of the Issuer and such appointment remains unvacated and unstayed for an aggregate of sixty (60) Business Days (whether or not consecutive); or
- (e) the Issuer ceases or threatens to cease to carry on its business.

8.2 If any Event of Default occurs, subject to any cure period, the full Principal Amount, together with interest thereon accrued to the date of the Event of Default, shall become, at the Holder's election, immediately due and payable in cash. Upon payment of the full Principal Amount, together with accrued interest and any other amounts owing under this Note, this Note shall promptly be surrendered to or as directed by the Issuer. The Holder need not provide and the Issuer hereby waives any presentment, demand, protest or other notice of any kind, and the Holder may immediately, subject to any cure period, enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such declaration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights as a Note holder until such time, if any, as the full payment of amounts owing under this Note shall have been received by it. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

9. Notices

9.1 Any and all notices or other communications or deliveries to be provided by the Holder hereunder, including, without limitation, any Conversion Notice, shall be in writing, addressed to the Issuer, and delivered personally or by overnight courier service, prepaid registered mail to: 901 Hancock Ave, Unit 308, West Hollywood, CA, USA 90069, and by Email: jimmy@bbooth.com, Attn: Jimmy Geiskopf, or to such other physical address or email address as the Issuer may notify the Holder of from time to time in accordance with Section 9.2.

9.2 Any and all notices or other communications or deliveries to be provided by the Issuer hereunder shall be in writing, addressed to the Holder, and delivered personally or by overnight courier service, prepaid registered mail AND by email to the email address of the Holder appearing in Section 1 of this Note, or such other physical address or email address as the Holder may notify the Issuer of from time to time in accordance with Section 9.1.

9.3 Any notice or other communication or delivery hereunder shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered by email transmission prior to 5:30 p.m. (Pacific Standard Time) on a Business Day, (b) the second Business Day following the date of mailing, if sent by overnight courier service or prepaid registered mail; or (c) upon actual receipt by the Party to whom such notice is required to be given.

10. Replacement of Note if Lost or Destroyed

10.1 If this Note shall be damaged, lost, stolen or destroyed, the Issuer may, in its discretion, execute and deliver, in exchange and substitution for and upon cancellation of a damaged Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the balance of the Principal Amount outstanding at such time.

10.2 The Holder will bear the cost of issue of any new Note and, in case of loss, destruction or theft, will furnish to the Issuer such evidence of ownership and of loss, destruction or theft of the Note so lost, destroyed or stolen as will be reasonably satisfactory to the Issuer in its reasonable discretion.

11. Governing Law

All questions concerning the construction, validity, enforcement and interpretation of this Note 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.

12. Waivers

Any waiver by either the Issuer or the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of either the Issuer or the Holder, as applicable, to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Note. Any waiver must be in writing.

13. Invalidity

Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, and shall not invalidate the remainder of such provision or the remaining provisions of this Note.

14. Successors and Assigns

This Note shall be binding on the Issuer and its permitted successors and assigns, and shall inure to the benefit of the Holder and its successors and assigns.

15. Amendment and Waiver

Any term or provision of this Note may be amended or waived upon mutual prior written agreement of the Issuer and the Holder.

16. Payments

All payments under this Note shall be in lawful money of the United States of America and shall be made to the Holder. All payments shall be applied first to accrued interest, and thereafter to the Principal Amount.

17. Interest Rate

Notwithstanding any other provision herein to the contrary, this Note is hereby expressly limited so that the interest rate charged hereunder shall at no time exceed the maximum rate permitted by applicable law. If, for any circumstance whatsoever, the interest rate charged exceeds the maximum rate permitted by applicable law, the interest rate shall be reduced to the maximum rate permitted, and if the Holder shall have received an amount that would cause the interest rate charged to be in excess of the maximum rate permitted, such amount that would be excessive interest shall be applied to the reduction of the Principal Amount and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of the Principal Amount, such excess shall be refunded to the Issuer.

18. Titles and Subtitles

The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

19. Rights and Remedies

Each of the rights, remedies or options provided herein, in the Security Agreement or available at law or in equity which may be exercised by the Holder may be exercised separately or concurrently with any one or more other options, rights, or remedies. Such rights, powers and remedies shall not be exhausted by any exercise thereof but may be exercised as often as occasion therefor shall occur. The Holder shall not by any act of omission or commission be deemed to waive any of its rights, powers or remedies under this Note or the Security Agreement unless such waiver is in writing and signed by the Holder and then only to the extent specifically set forth therein. Failure to exercise any option, right, or remedy shall not constitute a waiver of the right of the Holder to exercise such option, right or remedy in the event of or with respect to any prior, subsequent or concurrent transaction or occurrence of the same or a different kind or character. The Holder's acceptance of any partial payment after the time when such payment becomes due and payable hereunder shall not be held to establish a custom, or to waive any of the Holder's rights to enforce prompt payment of this Note or any of the Holder's other rights hereunder.

20. Next Business Day

Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment or other obligation shall be made on the next succeeding Business Day.

21. Counterparts and Electronic Means

This Note may be executed in counterparts, each of which, when so executed and delivered, will constitute an original, and all of which together will constitute one instrument. Delivery of an executed copy of this Note by facsimile or email transmission, or other means of electronic communication capable of producing a printed copy, will be deemed to be execution and delivery of an original copy of this Note as of the Issue Date.

IN WITNESS WHEREOF, the Issuer and the Holder have caused this Note to be duly executed as of the Issue Date.

bBOOTH, INC.

RORY J. CUTAIA

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Name: Jimmy Geiskopf
Duly Authorized Member of the Board of Directors

Name: Rory J. Cutaia

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "**Agreement**"), dated as of April 4, 2016, is made between **bBOOTH, INC.**, a Nevada corporation (the "**Debtor**"), jimmy@bbooth.com) and **RORY J. CUTAIA**, an individual residing at [REDACTED FOR PUBLICATION], (the "**Secured Party**"), in connection with the issuance of the April 2016 Secured Convertible Note (as defined herein) by the Debtor to the Secured Party.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor and the Secured Party (each, a "**Party**" and, together, the "**Parties**") covenant and agree as follows:

1. **Definitions; Interpretation.**

- (a) All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Secured Convertible Note.
- (b) As used in this Agreement, the following terms shall have the following meanings:
 - (i) "**Collateral**" has the meaning set forth in Section 2;
 - (ii) "**Documents**" means this Agreement, the Secured Convertible Note and all other certificates, documents, agreements and instruments delivered to the Secured Party under the Secured Convertible Note or in connection with the Obligations;
 - (iii) "**Event of Default**" has the meaning set forth in Section 8;
 - (iv) "**Lien**" means any mortgage, deed of trust, pledge, security interest, assignment, deposit arrangement, charge or encumbrance, lien, or other type of preferential arrangement;
 - (v) "**Obligations**" means the indebtedness, liabilities and other obligations of the Debtor to the Secured Party under or in connection with this Agreement and the other Documents, including, without limitation, all amounts due and owing to the Secured Party under the Secured Convertible Note, all interest accrued thereon, all fees and all other amounts payable by the Debtor to the Secured Party thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against the Debtor of any bankruptcy or insolvency proceeding naming such Person as the debtor in such proceeding;

- (vi) **“Permitted Lien”** means (A) any Lien in favor of the Secured Party, and (B) any Lien permitted pursuant to the Secured Convertible Note;
 - (vii) **“Person”** means an individual, corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, governmental agency or authority, or any other entity of whatever nature;
 - (viii) **“April 2016 Secured Convertible Note”** means the secured convertible note dated as of April 4, 2016, granted by the Debtor in favor of the Secured Party; and
 - (ix) **“UCC”** means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Nevada.
- (c) Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.
- (d) In this Agreement, (i) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; and (ii) the captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

2. **Security Interest.**

- (a) As security for the payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a senior security interest in all of the Debtor’s right, title and interest in, to and under all of its personal property, wherever located and whether now existing or owned or hereafter acquired or arising, and all accounts, chattel paper, commercial tort claims, deposit accounts, documents, equipment (including all fixtures), intellectual property, technology, applications, software, code, general intangibles, instruments, inventory, investment property, letter-of-credit rights, money, and all products, proceeds and supporting obligations of any and all of the foregoing (collectively, the **“Collateral”**). Notwithstanding the foregoing, except for fixtures (to the extent covered by Article 9 of the UCC), such grant of a security interest shall not extend to, and the term **“Collateral”** shall not include, any asset which would be real property under the law of the jurisdiction in which it is located.
- (b) Anything herein to the contrary notwithstanding, (i) the Debtor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Secured Party of any of the rights hereunder shall not release the Debtor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral, and (iii) the Secured Party shall not have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(c) This Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 20 hereof.

3. **Financing Statements, Etc.** The Debtor shall execute and deliver to the Secured Party concurrently with the execution of this Agreement, and the Debtor hereby authorizes the Secured Party to file (with or without the Debtor's signature), at any time and from time to time thereafter, all financing statements, assignments, continuation financing statements, termination statements, account control agreements, and other documents and instruments, in form reasonably satisfactory to the Secured Party, and take all other action, as the Secured Party may reasonably request, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of the Secured Party in the Collateral and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, the Debtor ratifies and authorizes the filing by the Secured Party of any financing statement filed prior to the date hereof. The Debtor will cooperate with the Secured Party in obtaining control (as defined in the UCC) of all Collateral including that consisting of deposit accounts, investment property, letter-of-credit rights and electronic chattel paper. The Debtor will join with the Secured Party in notifying any third party who has possession of any Collateral of the Secured Party's security interest therein and obtaining an acknowledgment from the third party that is holding the Collateral for the benefit of the Secured Party. The Debtor will not create any chattel paper without placing a legend on the chattel paper acceptable to the Secured Party indicating that the Secured Party has a security interest in the chattel paper.
4. **Representations and Warranties.** The Debtor represents and warrants to the Secured Party that:
- (a) the Debtor is duly organized, validly existing and in good standing under the law of the jurisdiction of its organization and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;
 - (b) the execution, delivery and performance by the Debtor of this Agreement have been duly authorized by all necessary action of the Debtor, and this Agreement constitutes the legal, valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms;
 - (c) the Debtor's chief executive office and principal place of business (as of the date of this Agreement) is located at the address set forth in Schedule 1; the Debtor's jurisdiction of organization is set forth in Schedule 1; the Debtor's exact legal name is as set forth in the first paragraph of this Agreement; and all other locations where the Debtor conducts business or Collateral is kept (as of the date of this Agreement) are set forth in Schedule 1;

- (d) the Debtor has rights in or the power to transfer the Collateral, and the Debtor is the sole and complete owner of the Collateral, free from any Lien other than Permitted Liens;
- (e) the Debtor is not and will not become a lessee under any real property lease or other agreement governing the location of Collateral at the premises of another Person pursuant to which the lessor or such other Person may obtain any rights in any of the Collateral, and no such lease or other such agreement now prohibits, restrains, impairs or will prohibit, restrain or impair such the Debtor's right to remove any Collateral from the premises at which such Collateral is situated, except for the usual and customary restrictions contained in such leases of real property such as customary workman's liens for \$10,000 or less;
- (f) no control agreements exist with respect to any Collateral other than control agreements in favor of the Secured Party; and
- (g) the Debtor does not have or hold any chattel paper, letter-of-credit rights or commercial tort claims except as disclosed to the Secured Party.

5. **Covenants.** So long as any of the Obligations remain unsatisfied, the Debtor agrees that:

- (a) the Debtor shall appear in and defend any action, suit or proceeding which may affect to a material extent its title to, or right or interest in, the Secured Party's right or interest in, the Collateral, and shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral;
- (b) the Debtor shall comply in all material respects with all laws, regulations and ordinances, and all policies of insurance, relating in a material way to the possession, operation, maintenance and control of the Collateral;
- (c) the Debtor shall give prompt written notice to the Secured Party (and in any event not later than thirty (30) days following any change described below in this subsection) of: (i) any change in the location of the Debtor's chief executive office or principal place of business; (ii) any change in the locations set forth in Schedule 1; (iii) any change in its name; (iv) any changes in its identity or structure in any manner which might make any financing statement filed hereunder incorrect or misleading; and (v) any change in its jurisdiction of organization; provided that the Debtor shall not locate any Collateral outside of the United States nor shall the Debtor change its jurisdiction of organization to a jurisdiction outside of the United States;
- (d) the Debtor shall keep accurate and complete books and records with respect to the Collateral, disclosing the Secured Party's security interest hereunder;
- (e) the Debtor shall not surrender or lose possession of (other than to the Secured Party), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except in the ordinary course of business and unless such Collateral is replaced by comparable Collateral of similar value; provided that no such disposition or transfer of Collateral consisting of investment property or instruments shall be permitted while any Event of Default exists;

- (f) the Debtor shall keep the Collateral free of all Liens except Permitted Liens;
- (g) the Debtor shall pay and discharge all taxes, fees, assessments and governmental charges or levies imposed upon it with respect to the Collateral prior to the date on which penalties attach thereto, except to the extent such taxes, fees, assessments or governmental charges or levies are being contested in good faith by appropriate proceedings;
- (h) the Debtor shall maintain and preserve its legal existence, its rights to transact business and all other rights, franchises and privileges necessary or desirable in the normal course of its business and operations and the ownership of the Collateral;
- (i) upon the request of the Secured Party, upon the occurrence and during the continuance of any Event of Default, the Debtor shall (i) immediately deliver to the Secured Party, or its designated agent, appropriately endorsed or accompanied by appropriate instruments of transfer or assignment, all documents and instruments, all certificated securities with respect to any investment property, all letters of credit and all accounts and other rights to payment at any time evidenced by promissory notes, trade acceptances or other instruments, (ii) cause any securities intermediaries to show on their books that the Secured Party is the entitlement holder with respect to any investment property, and/or obtain account control agreements in favor of the Secured Party from such securities intermediaries, in form and substance satisfactory to the Secured Party with respect to any investment property, and (iii) provide such notice, obtain such acknowledgments and take all such other action, with respect to any chattel paper, documents and letter-of credit rights, as the Secured Party shall reasonably specify;
- (j) the Debtor shall at any reasonable time and from time to time permit the Secured Party or any of its agents or representatives to visit the premises of the Debtor and inspect the Collateral and to examine and make copies of and abstracts from the records and books of account of the Debtor;
- (k) the Debtor shall: (i) with such frequency as the Secured Party may require, furnish to the Secured Party such lists of customers and other information relating to the accounts and other rights to payment as the Secured Party shall reasonably request; (ii) give only normal discounts, allowances and credits as to accounts and other rights to payment, in the ordinary course of business, according to normal trade practices utilized by the Debtor, and enforce all accounts and other rights to payment strictly in accordance with their terms, except that the Debtor may grant any extension of the time for payment or enter into any agreement to make a rebate or otherwise to reduce the amount owing on or with respect to, or compromise or settle for less than the full amount thereof, any account or other right to payment, in the ordinary course of business, according to normal and prudent trade practices utilized by the Debtor; and (iii) upon the request of the Secured Party (A) at any time, notify all or any designated portion of the account debtors and other obligors on the accounts and other rights to payment of the security interest hereunder, and (B) upon the occurrence and during the continuance of an Event of Default, notify the account debtors and other obligors on the accounts and other rights to payment or any designated portion thereof that payment shall be made directly to the Secured Party or to such other Persons or locations as the Secured Party shall specify;

- (l) the Debtor shall, at such times as the Secured Party shall reasonably request, prepare and deliver to the Secured Party a report of all inventory, in form and substance satisfactory to the Secured Party;
 - (m) the Debtor shall (i) notify the Secured Party of any material claim made or asserted against the Collateral by any Person and of any change in the composition of the Collateral or other event which could materially adversely affect the value of the Collateral or the Secured Party's Lien thereon; (ii) furnish to the Secured Party such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail; and (iii) upon reasonable request of the Secured Party make such demands and requests for information and reports as the Debtor is entitled to make in respect of the Collateral;
 - (n) if and when the Debtor shall obtain rights to any new patents, trademarks, service marks, trade names or copyrights, or otherwise acquire or become entitled to the benefit of, or apply for registration of, any of the foregoing, the Debtor shall promptly notify the Secured Party thereof and make all necessary or appropriate filings with respect thereto; and
 - (o) the Debtor shall immediately notify the Secured Party if the Debtor holds or acquires (i) any commercial tort claims, (ii) any chattel paper, including any interest in any electronic chattel paper, or (iii) any letter-of-credit rights.
6. **Collection of Accounts.** Until the Secured Party exercises its rights hereunder to collect the accounts and other rights to payment, the Debtor shall endeavor in the first instance diligently to collect all amounts due or to become due on or with respect to the accounts and other rights to payment. At the request of the Secured Party, upon the occurrence and during the continuance of any Event of Default, all remittances received by the Debtor shall be held in trust for the Secured Party and, in accordance with the Secured Party's instructions, remitted to the Secured Party or deposited to an account of the Secured Party in the form received (with any necessary endorsements or instruments of assignment or transfer). At the request of the Secured Party, upon and after the occurrence of any Event of Default, the Secured Party shall be entitled to receive all distributions and payments of any nature with respect to any investment property or instruments, and all such distributions or payments received by the Debtor shall be held in trust for the Secured Party and, in accordance with the Secured Party's instructions, remitted to the Secured Party or deposited to an account of the Secured Party in the form received (with any necessary endorsements or instruments of assignment or transfer). Following the occurrence of an Event of Default any such distributions and payments with respect to any investment property held in any securities account shall be held and retained in such securities account, in each case as part of the Collateral hereunder. Additionally, the Secured Party shall have the right, upon the occurrence of an Event of Default, following prior written notice to the Debtor, to vote and to give consents, ratifications and waivers with respect to any investment property and instruments, and to exercise all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining thereto, as if the Secured Party were the absolute owner thereof; provided that the Secured Party shall have not have any duty to exercise any of the foregoing rights afforded to them and shall not be responsible to the Debtor or any other Person for any failure to do so or delay in doing so.

7. **Authorization; the Secured Party Appointed Attorney-in-Fact.** The Secured Party shall have the right to, in the name of the Debtor, or in the name of the Secured Party or otherwise, upon notice to but without the requirement of assent by the Debtor, and the Debtor hereby constitutes and appoints the Secured Party (and any of the Secured Party's officers, employees or agents designated by the Secured Party) as the Debtor's true and lawful attorney-in-fact, with full power and authority to: (i) sign and file any of the financing statements and other documents and instruments which must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of the Secured Party's security interest in the Collateral (including any notices to or agreements with any securities intermediary); (ii) assert, adjust, sue for, compromise or release any claims under any policies of insurance; (iii) give notices of control, default or exclusivity (or similar notices) under any account control agreement or similar agreement with respect to exercising control over deposit accounts or securities accounts; and (iv) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of the Debtor, which the Secured Party may deem reasonably necessary or advisable to maintain, protect, realize upon and preserve the Collateral and the Secured Party's security interest therein and to accomplish the purposes of this Agreement. The Secured Party agrees that, except upon and during the continuance of an Event of Default, it shall not exercise the power of attorney, or any rights granted to the Secured Party, pursuant to clauses (ii), (iii) and (iv). The foregoing power of attorney is coupled with an interest and irrevocable so long as the Obligations have not been paid and performed in full.
8. **Events of Default.** An "Event of Default" shall have the meaning ascribed to it in the April 2016 Secured Convertible Note.
9. **Remedies.**
- (a) Upon the occurrence and continuance of any Event of Default, the Secured Party may declare any of the Obligations owing to it to be immediately due and payable and shall have, in addition to all other rights and remedies granted to it in this Agreement or any other Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, (i) the Secured Party may peaceably and without notice enter any premises of the Debtor, take possession of any the Collateral, remove or dispose of all or part of the Collateral on any premises of such the Debtor or elsewhere, or, in the case of equipment, render it nonfunctional, and otherwise collect, receive, appropriate and realize upon all or any part of the Collateral, and demand, give receipt for, settle, renew, extend, exchange, compromise, adjust, or sue for all or any part of the Collateral, as the Secured Party may determine; (ii) the Secured Party may require any the Debtor to assemble all or any part of the Collateral and make it available to the Secured Party at any place and time designated by the Secured Party; (iii) the Secured Party may secure the appointment of a receiver of the Collateral or any part thereof (to the extent and in the manner provided by applicable law); (iv) the Secured Party may sell, resell, lease, use, assign, license, sublicense, transfer or otherwise dispose of any or all of the Collateral in its then condition or following any commercially reasonable preparation or processing (utilizing in connection therewith any of the Debtor's assets, without charge or liability to the Secured Party therefor) at public or private sale, by one or more contracts, in one or more parcels, at the same or different times, for cash or credit, or for future delivery without assumption of any credit risk, all as the Secured Party deem advisable; provided, however, that the Debtor shall be credited with the net proceeds of sale only when such proceeds are finally collected by the Secured Party. The Secured Party shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, which right or equity of redemption the Debtor hereby releases, to the extent permitted by law. The Secured Party shall give the Debtor such notice of any private or public sales as may be required by the UCC or other applicable law.

- (b) For the purpose of enabling the Secured Party to exercise its rights and remedies under this Section 9 or otherwise in connection with this Agreement, the Debtor hereby grants to the Secured Party, if any, an irrevocable, exclusive and assignable license (exercisable without payment or royalty or other compensation to the Debtor) to use, license or sublicense any intellectual property Collateral.
- (c) The Secured Party shall not have any obligation to clean up or otherwise prepare the Collateral for sale. The Secured Party shall not have any obligation to attempt to satisfy the Obligations by collecting them from any other Person liable for them, and the Secured Party may release, modify or waive any Collateral provided by any other Person to secure any of the Obligations, all without affecting the Secured Party's rights against the Debtor. The Debtor waives any right it may have to require the Secured Party to pursue any third Person for any of the Obligations. The Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. The Secured Party may sell the Collateral without giving any warranties as to the Collateral. The Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. If the Secured Party sells any of the Collateral upon credit, the Debtor will be credited only with payments actually made by the purchaser, received by the Secured Party and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, the Secured Party may resell the Collateral, and the Debtor shall be credited with the proceeds of the sale.

- (d) To the extent the Debtor uses the proceeds of any of the Obligations to purchase Collateral, the Debtor's repayment of the Obligations shall apply on a "first-in, first-out" basis so that the portion of the Obligations used to purchase a particular item of Collateral shall be paid in the chronological order the Debtor purchased the Collateral.
 - (e) The cash proceeds actually received from the sale or other disposition or collection of Collateral, and any other amounts received in respect of the Collateral the application of which is not otherwise provided for herein, shall be applied first, to the payment of the reasonable costs and expenses of the Secured Party in exercising or enforcing its rights hereunder and in collecting or attempting to collect any of the Collateral, and to the payment of all other amounts payable to the Secured Party pursuant to Section 13 hereof; and second, to the payment of the Obligations. Any surplus thereof which exists after payment and performance in full of the Obligations shall be promptly paid over to the Debtor or otherwise disposed of in accordance with the UCC or other applicable law. The Debtor shall remain liable to the Secured Party for any deficiency which exists after any sale or other disposition or collection of Collateral.
10. **Certain Waivers.** The Debtor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Obligations; (ii) any right to require the Secured Party (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in the Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against the Secured Party arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.
11. **Notices.** All notices or other communications hereunder shall be in writing (including by facsimile transmission or by email) and mailed, sent or delivered to the respective Party at or to its respective address or facsimile number set forth below its name on the signature page hereof, or at or to such other address or facsimile number address as shall be designated by either Party in a written notice to the other Party. All such notices and other communications shall be deemed to be delivered when a record (within the meaning of the UCC) has been: (a) delivered by hand; (b) sent by mail upon the earlier of the date of receipt or five business days after deposit in the mail, first class (or air mail as to communications sent to or from the United States); or (c) sent by facsimile transmission.

12. **No Waiver; Cumulative Remedies.** No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Secured Party.
13. **Costs and Expenses.**
- (a) The Debtor agrees to pay on demand all actual, out of pocket costs and expenses of the Secured Party and the fees and disbursements of outside counsel, in connection with the enforcement or attempted enforcement of, and preservation of any rights or interests under, this Agreement, including in any out-of-court workout or other refinancing or restructuring or in any bankruptcy case, and the protection, sale or collection of, or other realization upon, any of the Collateral, including all actual, out of pocket expenses of taking, collecting, holding, sorting, handling, preparing for sale, selling, or the like, and other such expenses of sales and collections of Collateral.
- (b) Any amounts payable to the Secured Party under this Section 13 or otherwise under this Agreement if not paid upon demand shall bear interest from the date of such demand until paid in full, at the applicable rate of interest set forth in the April 2016 Secured Convertible Note.
14. **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. The Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder without the prior express written consent of the Secured Party. Any such purported assignment, transfer, hypothecation or other conveyance by the Debtor without the prior express written consent of the Secured Party shall be void. The Debtor acknowledges and agrees that in connection with an assignment of, or grant of a participation in, the Obligations, the Secured Party may assign, or grant participations in, all or a portion of its rights and obligations hereunder. Upon any assignment of the Secured Party's rights hereunder, such assignee or assignees shall have, to the extent of such assignment, all rights of the Secured Party hereunder. The Debtor agrees that, upon any such assignment, such assignee may enforce directly, without joinder of the Secured Party, the rights of the Secured Party set forth in this Agreement. Any such assignee shall be entitled to enforce the Secured Party's rights and remedies under this Agreement to the same extent as if it were an original secured party named herein.

15. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Nevada.
16. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE DOCUMENTS RELATING HERETO OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN. THE PARTIES REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.
17. **Amendment.** No amendment to this Agreement, or any waiver of any provision hereof, shall be effective unless it is in writing and signed by the Secured Party and (in the case of any amendment) the Debtor.
18. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.
19. **Counterparts.** This Agreement may be executed in any number of counterparts and by the Parties in separate counterparts, each of which, when so executed, shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.
20. **Termination.** Upon payment and performance in full of all Obligations, the security interest created under this Agreement shall terminate and the Secured Party shall promptly execute and deliver to the Debtor such documents and instruments reasonably requested by the Debtor as shall be necessary to evidence termination of all security interests given by the Debtor to the Secured Party hereunder.
21. **Conflicts.** In the event of any conflict or inconsistency between this Agreement and the Secured Convertible Note, the terms of the Secured Convertible Note shall control.

[Signature page follows]

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

DEBTOR:

bBOOTH, INC.

By its authorized signatory:

Name: Jimmy Geiskopf
Position: Duly Authorized Member of the Board of Directors

Address:
901 Hancock Ave, Suite 308
West Hollywood, California
USA 90069
Attn: Jimmy Geiskopf
email: jimmy@bbooth.com

SECURED PARTY:

RORY J. CUTAIA

Name: RORY J. CUTAIA

Address: _____

Attn: Rory J. Cutaia
Fax: _____
email: _____

Signature page to GSA – bBooth, Inc.

SCHEDULE 1
to the Security Agreement

1. **Jurisdiction of Organization**

Nevada

2. **Chief Executive Office and Principal Place of Business**

901 Hancock Ave., Unit 308, West Hollywood, California, USA 90069

3. **Other locations where the Debtor conducts business or Collateral is kept**

- a. California based storage facilities
- b. California based parking facilities for mobile booth
- c. Culver City, CA Westfield Mall for bBooth
- d. Nashville, TN Opry Mills Mall for bBooth

NONE OF THE SECURITIES REPRESENTED HEREBY, NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE, HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES (AS DEFINED HEREIN) OR TO A U.S. PERSON (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE AND FOREIGN SECURITIES LAWS. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

WARRANT CERTIFICATE

bBOOTH, INC.

THESE WARRANTS WILL EXPIRE AND BECOME NULL AND VOID AT THE TIME OF EXPIRY (AS DEFINED HEREIN).

Warrant Certificate No.: [REDACTED FOR PUBLICATION]

Number of Warrants: 2,452,325

This is to certify that, for value received, RORY J. CUTAIA of [REDACTED FOR PUBLICATION] (the "Holder"), is the registered holder of TWO MILLION FOUR HUNDRED FIFTY-TWO THOUSAND THREE HUNDRED TWENTY-FIVE (2,452,325) share purchase warrants (each, a "Warrant") of bBOOTH, INC. (the "Company"). Each Warrant will entitle the Holder, upon and subject to the terms and conditions attached to this certificate or any replacement certificate (in either case the "Warrant Certificate") as Appendix "A" (the "Terms and Conditions"), to acquire from the Company one fully paid and non-assessable share of common stock in the capital of the Company (each, a "Warrant Share") at a price of \$0.07 per Share at any time prior to 5:00 p.m. (Pacific time) on April 4, 2019 (the "Time of Expiry").

The Warrants are issued subject to the Terms and Conditions, and the Holder may exercise the right to purchase Warrant Shares only in accordance with the Terms and Conditions.

Nothing contained herein or in the Terms and Conditions will confer any right upon the Holder, or any other Person (as defined in the Terms and Conditions), to subscribe for or purchase any Warrant Shares referenced herein at any time subsequent to the Time of Expiry, and, from and after such time, the Warrants and all rights under this Warrant Certificate will be void and of no value.

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be executed this 4th day of April, 2016.

bBOOTH, INC.

Per:

Authorized Signatory

APPENDIX "A"

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 Definitions

In these Terms and Conditions, unless there is something in the subject matter or context inconsistent therewith:

- (a) "**Business Day**" means any day of the year other than Saturday, Sunday or any day on which banks are required or authorized to close in the State of California;
 - (b) "**Company**" means bBooth, Inc., until a successor corporation will have become such as a result of a Reorganization, and, thereafter, "Company" will mean such successor corporation;
 - (c) "**Exchange**" means the OTCQB Market of the OTC Markets Group, or such other stock exchange or quotation system on which the Shares may be principally traded or quoted at the applicable time;
 - (d) "**Exercise Price**" means \$0.07 per Warrant Share, subject to adjustment as provided in Section 4.7;
 - (e) "**Exercise Date**" has the meaning given to such term in Section 4.2(a);
 - (f) "**Holder**" means the holder of the Warrants;
 - (g) "**Issue Date**" means **April 4, 2016**;
 - (h) "**Person**" means a natural person, corporation, limited liability corporation, unlimited liability corporation, joint stock corporation, partnership, limited partnership, limited liability partnership, trust, trustee, any unincorporated organization, joint venture or any other entity;
 - (i) "**Reorganization**" has the meaning given to such term in Section 4.7(a)(ii);
 - (j) "**Shares**" means the shares of common stock in the capital of the Company as constituted at the date hereof and any Shares resulting from any subdivision or consolidation of the Shares;
 - (k) "**Subscription Form**" has the meaning given to such term in Section 4.1(a);
 - (l) "**Time of Expiry**" means 5:00 pm (Pacific Time) on **April 4, 2019**;
 - (m) "**VWAP**" means either: (i) if the Shares are then listed or quoted on the Exchange, the volume weighted average price per Share of the Shares on the Exchange, or (ii) if the Shares are not then listed or quoted on the Exchange, the fair market value per Share as determined by: (A) an independent appraiser selected in good faith by the Holder and the Company or (B) as otherwise may be mutually agreed upon by the Holder and the Company;
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- (n) “**Warrant Certificate**” means the Warrant Certificate attached to these Terms and Conditions;
- (o) “**Warrants**” means the share purchase warrants of the Company represented by the Warrant Certificate; and
- (p) “**Warrant Shares**” means the Shares issuable upon exercise of the Warrants.

1.2 Gender

Words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders.

1.3 Interpretation not affected by Headings

The division of these Terms and Conditions into sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation thereof.

1.4 Applicable Law

The Warrants will be exclusively construed in accordance with the laws of the State of Nevada. The Warrant Certificate and these Terms and Conditions are governed by the laws of the State of California and the federal laws of the United States applicable therein.

1.5 Currency

Unless otherwise provided, all dollar amounts referred to in the Warrant Certificate and these Terms and Conditions are in lawful money of the United States of America.

2. **ISSUE OF WARRANTS**

2.1 Additional Warrants

The Company may at any time and from time to time issue additional warrants or grant options or similar rights to purchase Shares.

2.2 Warrants to Rank Pari Passu

All Warrants and additional warrants, options or similar rights to purchase Shares from time to time issued or granted by the Company will rank *pari passu*, whatever may be the actual dates of issue or grant thereof, or of the dates of the certificates by which they are evidenced.

2.3 Replacement of Lost or Damaged Warrant Certificate

- (a) If the Warrant Certificate becomes mutilated, lost, destroyed or stolen, the Company, at its discretion, may issue and deliver a new Warrant Certificate of like date and tenor as the one mutilated, lost, destroyed or stolen, in exchange for, in place of, and upon cancellation of, such mutilated Warrant Certificate, or in lieu of, and in substitution for, such lost, destroyed or stolen Warrant Certificate.
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- (b) The applicant for the issue of a new Warrant Certificate pursuant hereto will bear the cost of such issue and, in case of loss, destruction or theft, will furnish to the Company such evidence of ownership and of loss, destruction or theft of the Warrant Certificate so lost, destroyed or stolen as will be satisfactory to the Company in its discretion. Such applicant may also be required to furnish indemnity in amount and form satisfactory to the Company in its discretion, and will pay the reasonable charges of the Company in connection therewith.

2.4 Holder Not a Shareholder

The holding of the Warrant Certificate will not constitute the Holder a shareholder of the Company, nor entitle it to any right or interest in respect thereof except as expressly provided in the Warrant Certificate.

3. NOTICE

3.1 Notice to Holders

Any notice required or permitted to be given to the Holder will be in writing and may be given by prepaid registered post, electronic facsimile transmission or other means of electronic communication capable of producing a printed copy to the address of the Holder appearing on the Warrant Certificate or to such other address as the Holder may specify by notice in writing to the Company to the address set forth in Section 3.2, and any such notice will be deemed to have been given and received by the Holder: (i) if mailed, on the third Business Day following the mailing thereof; (ii) if by facsimile or other electronic communication, on successful transmission; or (iii) if delivered, on delivery, but if at the time of mailing, or between the time of mailing and the third Business Day thereafter, there is a strike, lockout or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

3.2 Notice to the Company

Any notice required or permitted to be given to the Company will be in writing and may be given by prepaid registered post, electronic facsimile transmission or other means of electronic communication capable of producing a printed copy to the address of the Company set forth below or such other address as the Company may specify by notice in writing to the Holder to the address of the Holder appearing on the Warrant Certificate, and any such notice will be deemed to have been given and received by the Company: (i) if mailed, on the third Business Day following the mailing thereof; (ii) if by facsimile or other electronic communication, on successful transmission; or (iii) if delivered, on delivery, but if at the time of mailing, or between the time of mailing and the third Business Day thereafter, there is a strike, lockout or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

Notices to the Company will be delivered to:

bBooth, Inc.
901 Hancock Ave, Unit 308
West Hollywood, CA 90069
Attn: Jimmy Geiskopf
Email: jimmy@bbooth.com

4. EXERCISE OF WARRANTS

4.1 Method of Exercise of Warrants

The Holder may exercise its right to purchase the Warrant Shares at the Exercise Price at any time until the Time of Expiry by:

- (a) providing the Company with the Warrant Certificate and a completed and executed subscription form, in the form attached as Appendix "B" hereto (the "**Subscription Form**"), for the number of Warrant Shares which the Holder wishes to purchase;
- (b) surrendering the Warrant Certificate and the Subscription Form to the Company at the address set forth in Section 3.2; and
- (c) either: (i) paying the appropriate Exercise Price for the number of Warrant Shares subscribed for, either by bank draft, certified check or money order, payable to the Company, and delivering such payment to the Company at the address set forth in Section 3.2, or by wire transfer to such account as may be provided by the Company to the Holder upon request, or (ii) indicating in the Subscription Form that the Holder intends to exercise the applicable Warrants by cashless exercise as provided for in Section 4.3.

4.2 Effect of Exercise of Warrants

- (a) On the first Business Day following the date the Company receives a duly executed Subscription Form and the Exercise Price for the number of Warrant Shares specified in the Subscription Form (the "**Exercise Date**"), the Warrant Shares so subscribed for will be deemed to have been issued and the Person(s) to whom such Warrant Shares have been deemed to be issued will be deemed to have become the holder (or holders) of record of such Warrant Shares on such date.
- (b) As promptly as practicable after the Exercise Date and, in any event, within ten (10) Business Days of the Exercise Date, the Company will cause to be delivered to the Person in whose name the Warrant Shares so subscribed for are to be registered as specified in the Subscription Form, and courier to such Person at its respective address specified in the Subscription Form, a certificate for the appropriate number of fully paid and non-assessable Warrant Shares, which will not exceed that number which the Holder is entitled to purchase pursuant to the Warrant Certificate surrendered.

4.3 Cashless Exercise.

If at any time after the date that is six months following the Issue Date, there is no effective registration statement registering, or no current prospectus available for, the resale of the Warrant Shares by the Holder, then the Warrants may be exercised, in whole or in part, by means of a "cashless exercise" pursuant to the following formula:

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

- where:
- X = the number of Warrant Shares to be issued to the Holder upon the cashless exercise;
 - Y = the number of Warrants to be exercised by way of cashless exercise;
 - A = the VWAP per Share for the ten (10) Business Days immediately preceding the Exercise Date; and
 - B = the Exercise Price at the time the Warrants are to be exercised.
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4.4 Subscription for Less Than Entitlement

The Holder may subscribe for and purchase a number of Warrant Shares less than the number which the Holder is entitled to purchase pursuant to the surrendered Warrant Certificate. In the event of any purchase of a number of Warrant Shares less than the number which can be purchased pursuant to the Warrant Certificate, the Holder, upon exercise thereof, will be entitled to receive a new Warrant Certificate in respect of the balance of the Warrant Shares which the Holder was entitled to purchase pursuant to the surrendered Warrant Certificate and which were not then purchased.

4.5 Warrants for Fractions of Warrant Shares

If, on exercise or partial exercise of any Warrant, the Holder is entitled to receive a fraction of a Warrant Share, such Warrant may be exercised in respect of such fraction only in combination with another Warrant or Warrants which, in the aggregate, entitle the Holder to receive a whole Warrant Share.

4.6 Expiration of Warrants

The Holder agrees that, after the Time of Expiry, all rights under the Warrant Certificate and these Terms and Conditions will wholly cease and terminate and the Warrants will be void and of no further force and effect.

4.7 Adjustment of Exercise Price

- (a) The Exercise Price and the number of Warrant Shares deliverable upon the exercise of the Warrants will be subject to adjustment in the event of and in the manner following:
 - (i) if and whenever the Shares at any time outstanding are subdivided into a greater, or consolidated into a lesser, number of Shares, the Exercise Price will be decreased or increased proportionately as the case may be. Upon any such subdivision or consolidation, the number of Warrant Shares deliverable upon the exercise of the Warrants will be increased or decreased proportionately as the case may be; and
 - (ii) in the case of any capital reorganization or of any reclassification of the capital of the Company, or in the case of the consolidation, merger or amalgamation of the Company with or into any other company (in any case, a “**Reorganization**”), each Warrant will, after such Reorganization, be deemed to confer the right to purchase the number of Warrant Shares or other securities of the Company (or of the company resulting from such Reorganization) which the Holder would have been entitled to upon the Reorganization if the Holder had been a shareholder of the Company at the time of such Reorganization.
 - (b) In the case of any Reorganization, appropriate adjustments will be made in the application of the provisions of this Section 4.7 relating to the rights and interest thereafter of the Holder so that the provisions of this Section 4.7 will be made applicable as nearly as reasonably possible to any Warrant Shares or other securities deliverable after the Reorganization on the exercise of the Warrants.
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- (c) The subdivision or consolidation of Shares at any time outstanding into a greater or lesser number of Shares (whether with or without par value) will not be deemed to be a Reorganization for the purposes of this Section 4.7.
- (d) The adjustments provided for in this Section 4.7 are cumulative and will become effective immediately after the applicable record date or, if no record date is fixed, the effective date of the event which results in such adjustments.

4.8 Determination of Adjustments

If any questions will at any time arise with respect to the Exercise Price or any adjustment provided for in Section 4.7, such questions will be conclusively determined by the independent firm of accountants duly appointed as auditors of the Company, or, if they decline to so act, by any other firm of certified public accountants registered with the Public Company Accounting Oversight Board that the Company may designate and who will have access to all appropriate records, and such determination will be binding upon the Company and the Holder.

5. MODIFICATION OF TERMS AND CONDITIONS FOR CERTAIN PURPOSES

From time to time, the Company may, subject to the provisions herein, modify the Terms and Conditions for the purpose of correction or rectification of any ambiguities, defective provisions, errors or omissions.

6. TIME OF ESSENCE

Time will be of the essence hereof.

7. SUCCESSORS

This Warrant Certificate will enure to the benefit of, and will be binding upon, the Company and its successors.

8. WARRANTS TRANSFERABLE

The Warrants, and any rights attached to any of them, are transferable.

APPENDIX B

SUBSCRIPTION FORM

TO: bBooth, Inc.
901 Hancock Ave, Unit 308
West Hollywood, CA 90069

The undersigned holder of the within Warrant Certificate (the "**Holder**") hereby subscribes for:

- (a) _____ shares of common stock (each, a "**Share**") in the capital of bBooth, Inc. (the "**Company**") at an exercise price of \$0.07 per Share, in which case this Subscription Form is accompanied by a certified check or bank draft payable to the Company, or the Holder has arranged for a wire transfer to such account as has been directed by the Company, for the whole amount of the purchase price of the Shares; or
- (b) such number of Shares as is determined in accordance with the cashless exercise mechanism set out in Section 4.3 of the Terms and Conditions to which this Appendix B is attached (the "**Terms and Conditions**"),

in either case in accordance with the Terms and Conditions.

The Holder represents and Warrants that the Holder is an accredited investor (as such term is defined in Regulation D promulgated under the Securities Act of 1933, as amended).

The Holder hereby directs that the Shares hereby subscribed for be registered and delivered as follows:

NAME(S) IN FULL	ADDRESS(ES)	NUMBER OF SHARES
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL:		_____

(Please print the full name in which share certificates are to be issued, stating whether Mr., Mrs. or Miss is applicable).

DATED this ____ day of _____, 20__.

In the presence of:

Signature of Holder

Name of Holder (please print)

Address of Holder

LEGENDS

The certificates representing the Shares acquired on the exercise of the Warrants will bear the following legends, if and as applicable, and all such other legends as may be required at the time of exercise under applicable securities laws:

NONE OF THE SECURITIES REPRESENTED HEREBY, NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE, HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES (AS DEFINED HEREIN) OR TO A U.S. PERSON (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE AND FOREIGN SECURITIES LAWS. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

INSTRUCTIONS FOR SUBSCRIPTION FORM

The signature to the Subscription Form must correspond in every particular with the name written upon the face of the Warrant Certificate without alteration or enlargement or any change whatever. If there is more than one subscriber, all must sign.

In the case of Person(s) signing by agent or attorney or by personal representative(s), the authority of such agent, attorney or representative(s) to sign must be proven to the satisfaction of the Company.

If the Warrant Certificate and the Subscription Form are being sent by mail, they must be sent by registered mail.

NONE OF THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE AND FOREIGN SECURITIES LAWS. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

April 4, 2016 (the "Issue Date")

US \$121,875.00

12% UNSECURED CONVERTIBLE NOTE

1. General

1.1 FOR VALUE RECEIVED, **bBOOTH, INC.** (the "Issuer") promises to pay to **RORY J. CUTAIA** (or his assigns), of 306 Campbells Hollow Rd, Middlebrook, VA 24459 and at rory@thecutaiaigroup.com, (the "Holder"), the principal sum of **ONE HUNDRED EIGHTY-NINE THOUSAND DOLLARS (\$121,875.00)** in lawful currency of the United States (the "Principal Amount") on August 4, 2017 (the "Maturity Date"). The Company may prepay any portion of the Principal Amount without the prior written consent of the Holder subject to the Holder's right of Conversion and associated terms and conditions set out in Section 5, and subject to the prepayment terms and conditions set out in Section 7.

1.2 This unsecured convertible note (this "Note") is interest bearing at the rate of twelve percent (12%) per annum, and may be assignable by Holder without the prior consent of the Issuer.

2. Definitions

2.1 For the purposes hereof, in addition to the terms defined elsewhere in this Note: (i) capitalized terms not otherwise defined herein have the meanings given to such terms in the Subscription Agreement, and (ii) the following terms shall have the following meanings:

- (a) "**Business Day**" means any day except Saturday, Sunday and any day which is a federal legal holiday in the United States or a day on which banking institutions in the State of California are authorized or required by law or other government action to close;
 - (b) "**Conversion Date**" means the date of conversion of the Principal Amount, or any portion thereof as determined by the Holder, and accrued interest thereon into Conversion Shares pursuant to the terms of this Note;
 - (c) "**Conversion Shares**" means Shares into which the Principal Amount, and all accrued interest thereon, may be converted pursuant to the terms of this Note;
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- (d) “**Conversion Price**” has the meaning ascribed thereto in Section 5.2;
- (e) “**Person**” means any individual, sole proprietorship, limited or unlimited liability corporation, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, governmental authority, and a natural person including in such person’s capacity as trustee, heir, beneficiary, executor, administrator or other legal representative;
- (f) “**Share**” means a share of common stock in the capital of the Issuer; and
- (g) “**Subscription Agreement**” means the private placement subscription agreement accepted by the Issuer effective as of the Issue Date to which the Issuer and the Holder are parties, as amended, modified or supplemented from time to time in accordance with its terms.

3. Subscription Agreement

3.1 The Holder has acquired this Note, and this Note has been issued, pursuant to the Subscription Agreement and this Note is subject in all respects to the terms of the Subscription Agreement and incorporates the terms of the Subscription Agreement, provided that, in the event of a conflict between this Note and the Subscription Agreement, the terms of this Note shall prevail.

4. Conversion

4.1 The Issuer and the Holder agree that the Principal Amount, or any portion thereof, plus accrued interest thereon, will, at the election of the Holder, be either: (a) repaid by the Issuer, in cash, or (b) converted into Conversion Shares.

4.2 This Note is convertible, at the discretion of the Holder, into Conversion Shares. The conversion price per Conversion Share will be equal to Seven Cents (\$0.07) per Share (the “**Conversion Price**”). For greater certainty, a conversion of the entire Principal Amount effected on the date hereof would result in the issuance to Holder of One Million Seven Hundred Forty-One Thousand Seventy-Two (1,741,072) common shares of Issuer.

4.3 In order to effect any conversion under this Note, the Holder must provide written notice (the “**Conversion Notice**”) to the Issuer at anytime but not less than ten (10) days prior to the Maturity Date (the “**Conversion Deadline**”) specifying therein the portion of the Principal Amount to be converted and the date on which such conversion shall be effected. Multiple conversions up to the Principal Amount and accrued interest may be effected at Holder’s election hereunder. To effect conversions hereunder, the Holder shall not be required to physically surrender this Note to the Issuer unless the entire Principal Amount together with accrued interest then remaining unpaid at that time has been so converted. Conversions hereunder shall have the effect of lowering the outstanding Principal Amount in an amount equal to the applicable conversion. The Holder and the Issuer shall maintain records showing the Principal Amount(s) converted and the date of such conversion(s). In the event of any dispute or discrepancy, the records of the Holder shall be controlling and determinative in the absence of manifest error. **The Holder acknowledges and agrees 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 may be less than the amount stated on the face hereof.**

4.4 In the event that the Holder has not provided a Conversion Notice by the Conversion Deadline, the Issuer will repay the Principal Amount, plus any accrued interest thereon, in cash, to the Holder on the Maturity Date.

4.5 The number of Conversion Shares issuable upon conversion of the Principal Amount shall be determined by the quotient obtained by dividing (x) by (y) where (x) is equal to the Conversion Amount and (y) is the Conversion Price.

4.6 The number of Conversion Shares issuable upon conversion of any accrued and outstanding interest on this Note shall be determined by the quotient obtained by dividing (x) by (y) where (x) is equal to the amount of accrued interest to be converted and (y) is the Conversion Price.

4.7 Not later than five (5) Business Days after any Conversion Date, the Issuer will deliver to the Holder a certificate representing the Conversion Shares (bearing such legends as may be required by applicable law) representing the aggregate number of Conversion Shares being acquired.

4.8 Upon any conversion hereunder, the Issuer shall not be required to issue any fraction of a Conversion Share, and the number of Conversion Shares shall be rounded up to the nearest whole number.

4.9 If the Issuer, at any time while this Note is outstanding: (a) subdivides outstanding Shares into a larger number of Shares, (b) combines (including by way of reverse split) outstanding Shares into a smaller number of Shares, or (c) issues, by reclassification of Shares, any equity securities of the Issuer, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of Shares outstanding before such event and the denominator shall be the number of Shares outstanding after such event. Any adjustment made pursuant to this Section 5.9 shall become effective after the effective date of such subdivision, combination or re-classification.

4.10 In the event of: (a) any capital reorganization or any reclassification of the capital stock of the Issuer, (b) the consolidation or merger of the Issuer with another corporation (other than a consolidation or merger in which the outstanding shares of the Issuer's common stock are not converted into or exchanged for other rights or interests), or (c) the sale, transfer or other disposition to another corporation of all or substantially all the properties and assets of the Issuer (any of the events described in this sentence, a "**Significant Transaction**"), the Holder shall thereafter be entitled to purchase the kind and amount of shares of stock and other securities and property (including cash) which the Holder would have been entitled to receive had this Note been converted immediately prior to the effective date of such Significant Transaction.

5. Repayment

5.1 Payment of this Note (less any tax required to be withheld by the Issuer) shall be paid to the Holder by the Issuer by certified check or by such other method as may be mutually agreed to by the Holder and the Issuer from time to time.

6. Prepayment

6.1 Subject to the Holder's rights of conversion set out in Section 5, and subject to the prepayment terms and conditions set out in this Section 7, the Issuer may, at its option, at any time prior to the Maturity Date, upon twenty calendar days prior written notice to the Holder (a "**Prepayment Notice**"), prepay any portion of the Principal Amount, and accrued interest thereon, without the prior written consent of the Holder.

6.2 The Prepayment Notice shall set forth the date on which prepayment is to occur, such date being no earlier than twenty calendar days after the date of the Prepayment Notice and no later than the Maturity Date (in any case, the "**Prepayment Date**"), and shall set forth that portion of the Principal Amount to be prepaid, along with the calculated accrued interest thereon through and including the Prepayment Date (the "**Prepayment Amount**").

6.3 The Prepayment Amount (less any tax required to be withheld by the Issuer) shall be paid to the Holder by the Issuer by certified check or such other method as may be mutually agreed to by the Holder and the Issuer from time to time. The mailing of such check, or payment by other means, by the Issuer on or before the Prepayment Date shall be deemed to be payment on the Prepayment Date unless the check is not paid upon presentation, or payment by such other means as may be mutually agreed to by the Holder and the Issuer is not received prior to the Prepayment Date.

6.4 At any time after a Prepayment Notice is given, the Issuer shall have the right to deliver to the Holder, or to such other Person as may be directed by the Holder, the Prepayment Amount. Upon the delivery of the Prepayment Amount to the Holder being made, or upon the Prepayment Date, whichever is later, the Note shall be, and be deemed to be, paid and the rights of the Holder shall be limited to receiving, without interest, the amount so deposited. Any interest allowed on such deposit shall accrue to the Issuer.

7. Event of Default

7.1 For the purposes of this Note, the Issuer shall be in default upon the occurrence of any one or more of the following events (each such event being, an **Event of Default**):

- (a) the Issuer defaults in the payment of any amounts owing under this Note when due and the Issuer fails to cure such default within ten (10) Business Days after written notice of default is sent by the Holder to the Issuer;
 - (b) the Issuer defaults in the payment of any amounts due and owing under any note or other obligation issued to any third-party when due and the Issuer fails to cure such default within the time provided under the terms of such third-party obligation;
-

- (c) the Issuer files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks, consents to, or acquiesces in, the appointment of any trustee, receiver or liquidator of the Issuer;
- (d) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Issuer seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) Business Days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of the Issuer is appointed without the consent or acquiescence of the Issuer and such appointment remains unvacated and unstayed for an aggregate of sixty (60) Business Days (whether or not consecutive); or
- (e) the Issuer ceases or threatens to cease to carry on its business.

7.2 If any Event of Default occurs, subject to any cure period, the full Principal Amount, together with interest thereon accrued to the date of the Event of Default, shall become, at the Holder's election, immediately due and payable in cash. Upon payment of the full Principal Amount, together with accrued interest and any other amounts owing under this Note, this Note shall promptly be surrendered to or as directed by the Issuer. The Holder need not provide and the Issuer hereby waives any presentment, demand, protest or other notice of any kind, and the Holder may immediately, subject to any cure period, enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such declaration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights as a Note holder until such time, if any, as the full payment of amounts owing under this Note shall have been received by it. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

8. Notices

8.1 Any and all notices or other communications or deliveries to be provided by the Holder hereunder, including, without limitation, any Conversion Notice, shall be in writing, addressed to the Issuer, and delivered personally or by overnight courier service, prepaid registered mail to: 901 Hancock Ave, Unit 308, West Hollywood, CA, USA 90069, and by Email: jimmy@bbooth.com, Attn: Jimmy Geiskopf, or to such other physical address or email address as the Issuer may notify the Holder of from time to time in accordance with Section 9.2.

8.2 Any and all notices or other communications or deliveries to be provided by the Issuer hereunder shall be in writing, addressed to the Holder, and delivered personally or by overnight courier service, prepaid registered mail AND by email to the email address of the Holder appearing in Section 1 of this Note, or such other physical address or email address as the Holder may notify the Issuer of from time to time in accordance with Section 9.1.

8.3 Any notice or other communication or delivery hereunder shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered by email transmission prior to 5:30 p.m. (Pacific Standard Time) on a Business Day, (b) the second Business Day following the date of mailing, if sent by overnight courier service or prepaid registered mail; or (c) upon actual receipt by the Party to whom such notice is required to be given.

9. Replacement of Note if Lost or Destroyed

9.1 If this Note shall be damaged, lost, stolen or destroyed, the Issuer may, in its discretion, execute and deliver, in exchange and substitution for and upon cancellation of a damaged Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the balance of the Principal Amount outstanding at such time.

9.2 The Holder will bear the cost of issue of any new Note and, in case of loss, destruction or theft, will furnish to the Issuer such evidence of ownership and of loss, destruction or theft of the Note so lost, destroyed or stolen as will be reasonably satisfactory to the Issuer in its reasonable discretion.

10. Governing Law

All questions concerning the construction, validity, enforcement and interpretation of this Note 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.

11. Waivers

Any waiver by either the Issuer or the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of either the Issuer or the Holder, as applicable, to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Note. Any waiver must be in writing.

12. Invalidity

Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, and shall not invalidate the remainder of such provision or the remaining provisions of this Note.

13. Successors and Assigns

This Note shall be binding on the Issuer and its permitted successors and assigns, and shall inure to the benefit of the Holder and its successors and assigns.

14. Amendment and Waiver

Any term or provision of this Note may be amended or waived upon mutual prior written agreement of the Issuer and the Holder.

15. Payments

All payments under this Note shall be in lawful money of the United States of America and shall be made to the Holder. All payments shall be applied first to accrued interest, and thereafter to the Principal Amount.

16. Interest Rate

Notwithstanding any other provision herein to the contrary, this Note is hereby expressly limited so that the interest rate charged hereunder shall at no time exceed the maximum rate permitted by applicable law. If, for any circumstance whatsoever, the interest rate charged exceeds the maximum rate permitted by applicable law, the interest rate shall be reduced to the maximum rate permitted, and if the Holder shall have received an amount that would cause the interest rate charged to be in excess of the maximum rate permitted, such amount that would be excessive interest shall be applied to the reduction of the Principal Amount and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of the Principal Amount, such excess shall be refunded to the Issuer.

17. Titles and Subtitles

The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

18. Rights and Remedies

Each of the rights, remedies or options provided herein, or available at law or in equity which may be exercised by the Holder may be exercised separately or concurrently with any one or more other options, rights, or remedies. Such rights, powers and remedies shall not be exhausted by any exercise thereof but may be exercised as often as occasion therefor shall occur. The Holder shall not by any act of omission or commission be deemed to waive any of its rights, powers or remedies under this Note unless such waiver is in writing and signed by the Holder and then only to the extent specifically set forth therein. Failure to exercise any option, right, or remedy shall not constitute a waiver of the right of the Holder to exercise such option, right or remedy in the event of or with respect to any prior, subsequent or concurrent transaction or occurrence of the same or a different kind or character. The Holder's acceptance of any partial payment after the time when such payment becomes due and payable hereunder shall not be held to establish a custom, or to waive any of the Holder's rights to enforce prompt payment of this Note or any of the Holder's other rights hereunder.

19. Next Business Day

Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment or other obligation shall be made on the next succeeding Business Day.

20. Counterparts and Electronic Means

This Note may be executed in counterparts, each of which, when so executed and delivered, will constitute an original, and all of which together will constitute one instrument. Delivery of an executed copy of this Note by facsimile or email transmission, or other means of electronic communication capable of producing a printed copy, will be deemed to be execution and delivery of an original copy of this Note as of the Issue Date.

IN WITNESS WHEREOF, the Issuer and the Holder have caused this Note to be duly executed as of the Issue Date.

bBOOTH, INC.

RORY J. CUTAIA

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Name: Jimmy Geiskopf
Duly Authorized Member of the Board of Directors

Name: Rory J. Cutaia

NONE OF THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE AND FOREIGN SECURITIES LAWS. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

April 4, 2016 (the "Issue Date")

US \$680,268.50

12% UNSECURED CONVERTIBLE NOTE

1. General

1.1 FOR VALUE RECEIVED, bBOOTH, INC. (the "Issuer") promises to pay to OCEANSIDE STRATEGIES INC. of [REDACTED FOR PUBLICATION], (the "Holder"), the principal sum of SIX HUNDRED EIGHTY THOUSAND TWO HUNDRED SIXTY-EIGHT DOLLARS (\$680,268.50) in lawful currency of the United States (the "Principal Amount") on December 4, 2016 (the "Maturity Date"). The Company may prepay any portion of the Principal Amount without the prior written consent of the Holder subject to the Holder's right of Conversion and associated terms and conditions set out in Section 5, and subject to the prepayment terms and conditions set out in Section 7.

1.2 This unsecured convertible note (this "Note") is interest bearing at the rate of twelve percent (12%) per annum, and may be assignable by Holder with the prior consent of the Issuer.

1.3 This Note consolidates, supersedes and replaces all loan agreements and notes between Issuer and Holder through April 4, 2016; including, but not limited to the Loan Agreement between bBooth, Inc. and Oceanside Strategies, Inc. dated April 30, 2015, which, together with all prior loans referenced therein, is hereby deemed cancelled.

2. Definitions

2.1 For the purposes hereof, in addition to the terms defined elsewhere in this Note: (i) capitalized terms not otherwise defined herein have the meanings given to such terms in the Subscription Agreement, and (ii) the following terms shall have the following meanings:

- (a) "Business Day" means any day except Saturday, Sunday and any day which is a federal legal holiday in the United States or a day on which banking institutions in the State of California are authorized or required by law or other government action to close;
 - (b) "Conversion Amount" has the meaning ascribed thereto in Section 5.1;
-

- (c) “**Conversion Date**” means the date of conversion of the Conversion Amount and accrued interest thereon into Conversion Shares pursuant to the terms of this Note;
- (d) “**Conversion Shares**” means Shares into which the Conversion Amount, and all accrued interest thereon, may be converted pursuant to the terms of this Note;
- (e) “**Conversion Price**” has the meaning ascribed thereto in Section 5.2;
- (f) “**Person**” means any individual, sole proprietorship, limited or unlimited liability corporation, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, governmental authority, and a natural person including in such person’s capacity as trustee, heir, beneficiary, executor, administrator or other legal representative;
- (g) “**Share**” means a share of common stock in the capital of the Issuer; and
- (h) “**Subscription Agreement**” means the private placement subscription agreement accepted by the Issuer effective as of the Issue Date to which the Issuer and the Holder are parties, as amended, modified or supplemented from time to time in accordance with its terms.

3. Subscription Agreement

3.1 The Holder has acquired this Note, and this Note has been issued, pursuant to the Subscription Agreement and this Note is subject in all respects to the terms of the Subscription Agreement and incorporates the terms of the Subscription Agreement, provided that, in the event of a conflict between this Note and the Subscription Agreement, the terms of this Note shall prevail.

4. Extension

4.1 Holder hereby agrees that at anytime prior to the Maturity Date, and upon the request of Issuer, Holder shall enter into good faith negotiations with Issuer to extend the Maturity Date of this Note to a date, and upon terms to be agreed between the parties hereto

5. Conversion

5.1 The Issuer and the Holder agree that up to **TWO HUNDRED FOUR THOUSAND EIGHTY DOLLARS (\$204,080.00)** of the Principal Amount, plus accrued interest thereon, (the “**Conversion Amount**”), will, at the election of the Holder be either: (a) repaid by the Issuer, in cash, or (b) converted into Conversion Shares.

5.2 This Note is convertible up to the Conversion Amount, at the discretion of the Holder, into Conversion Shares. The conversion price per Conversion Share will be equal to Seven Cents (\$0.07) per Share (the “**Conversion Price**”). For greater certainty, a conversion of the entire Conversion Amount effected on the date hereof would result in the issuance to Holder of TWO MILLION NINE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED THIRTY-SIX (2,915,436) common shares of Issuer.

5.3 In order to effect any conversion under this Note, the Holder must provide written notice (the “**Conversion Notice**”) to the Issuer at anytime but not less than ten (10) business days prior to the Maturity Date (the “**Conversion Deadline**”) specifying therein the portion of the Conversion Amount to be converted and the date on which such conversion shall be effected. Multiple conversions up to the Conversion Amount and accrued interest may be effected at Holder’s election hereunder. To effect conversions hereunder, the Holder shall not be required to physically surrender this Note to the Issuer unless the entire Principal Amount together with accrued interest then remaining unpaid at that time has been so converted. Conversions hereunder shall have the effect of lowering the outstanding Principal Amount in an amount equal to the applicable conversion. The Holder and the Issuer shall maintain records showing the Principal Amount(s) converted and the date of such conversion(s). In the event of any dispute or discrepancy, the records of the Issuer shall be controlling and determinative in the absence of manifest error. **The Holder acknowledges and agrees 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 may be less than the amount stated on the face hereof.**

5.4 In the event that the Holder has not provided a Conversion Notice by the Conversion Deadline, and absent any extension of the Maturity Date pursuant to Section 4 above, the Issuer will repay the Principal Amount, plus any accrued interest thereon, in cash, to the Holder on the Maturity Date.

5.5 The number of Conversion Shares issuable upon conversion of the Principal Amount shall be determined by the quotient obtained by dividing (x) by (y) where (x) is equal to the Conversion Amount and (y) is the Conversion Price.

5.6 The number of Conversion Shares issuable upon conversion of any accrued and outstanding interest on this Note shall be determined by the quotient obtained by dividing (x) by (y) where (x) is equal to the amount of accrued interest to be converted and (y) is the Conversion Price.

5.7 Not later than ten (10) Business Days after any Conversion Date, the Issuer will deliver to the Holder a certificate representing the Conversion Shares (bearing such legends as may be required by applicable law) representing the aggregate number of Conversion Shares being acquired.

5.8 Upon any conversion hereunder, the Issuer shall not be required to issue any fraction of a Conversion Share, and the number of Conversion Shares shall be rounded down to the nearest whole number.

5.9 If the Issuer, at any time while this Note is outstanding: (a) subdivides outstanding Shares into a larger number of Shares, (b) combines (including by way of reverse split) outstanding Shares into a smaller number of Shares, or (c) issues, by reclassification of Shares, any equity securities of the Issuer, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of Shares outstanding before such event and the denominator shall be the number of Shares outstanding after such event. Any adjustment made pursuant to this Section 5.9 shall become effective after the effective date of such subdivision, combination or re-classification.

5.10 In the event of: (a) any capital reorganization or any reclassification of the capital stock of the Issuer, (b) the consolidation or merger of the Issuer with another corporation (other than a consolidation or merger in which the outstanding shares of the Issuer's common stock are not converted into or exchanged for other rights or interests), or (c) the sale, transfer or other disposition to another corporation of all or substantially all the properties and assets of the Issuer (any of the events described in this sentence, a "**Significant Transaction**"), upon delivery of notice in accordance with section 5.3 herein prior to the closing of such Significant Transaction, the Holder shall be entitled to purchase the kind and amount of shares of stock and other securities and property (including cash) which the Holder would have been entitled to receive had this Note been converted immediately prior to the effective date of such Significant Transaction.

6. Repayment

6.1 Payment of this Note (less any tax required to be withheld by the Issuer) shall be paid to the Holder by the Issuer by certified check or by such other method as may be mutually agreed to by the Holder and the Issuer from time to time.

7. Prepayment

7.1 Subject to the Holder's rights of conversion set out in Section 5, and subject to the prepayment terms and conditions set out in this Section 7, the Issuer may, at its option, at any time prior to the Maturity Date, upon twenty calendar days prior written notice to the Holder (a "**Prepayment Notice**"), prepay any portion of the Principal Amount, and accrued interest thereon, without the prior written consent of the Holder.

7.2 The Prepayment Notice shall set forth the date on which prepayment is to occur, such date being no earlier than twenty calendar days after the date of the Prepayment Notice and no later than the Maturity Date (in any case, the "**Prepayment Date**"), and shall set forth that portion of the Principal Amount to be prepaid, along with the calculated accrued interest thereon through and including the Prepayment Date (the "**Prepayment Amount**").

7.3 The Prepayment Amount (less any tax required to be withheld by the Issuer) shall be paid to the Holder by the Issuer by certified check or such other method as may be mutually agreed to by the Holder and the Issuer from time to time. The mailing of such check, or payment by other means, by the Issuer on or before the Prepayment Date shall be deemed to be payment on the Prepayment Date unless the check is not paid upon presentation, or payment by such other means as may be mutually agreed to by the Holder and the Issuer is not received prior to the Prepayment Date.

7.4 At any time after a Prepayment Notice is given, the Issuer shall have the right to deliver to the Holder, or to such other Person as may be directed by the Holder, the Prepayment Amount. Upon the delivery of the Prepayment Amount to the Holder being made, or upon the Prepayment Date, whichever is later, the Note shall be, and be deemed to be, paid and the rights of the Holder shall be limited to receiving, without interest, the amount so deposited. Any interest allowed on such deposit shall accrue to the Issuer.

8. Event of Default

8.1 For the purposes of this Note, the Issuer shall be in default upon the occurrence of any one or more of the following events (each such event being, an **Event of Default**):

- (a) the Issuer defaults in the payment of any amounts owing under this Note when due and the Issuer fails to cure such default within twenty (20) Business Days after written notice of default is sent by the Holder to the Issuer;
- (b) the Issuer files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks, consents to, or acquiesces in, the appointment of any trustee, receiver or liquidator of the Issuer;
- (c) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Issuer seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) Business Days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of the Issuer is appointed without the consent or acquiescence of the Issuer and such appointment remains unvacated and unstayed for an aggregate of sixty (60) Business Days (whether or not consecutive); or
- (d) the Issuer ceases to carry on its business.

8.2 If any Event of Default occurs, subject to any cure period, the full Principal Amount, together with interest thereon accrued to the date of the Event of Default, shall become, at the Holder's election, immediately due and payable in cash. Upon payment of the full Principal Amount, together with accrued interest and any other amounts owing under this Note, this Note shall promptly be surrendered to or as directed by the Issuer. The Holder need not provide and the Issuer hereby waives any presentment, demand, protest or other notice of any kind, and the Holder may immediately, subject to any cure period, enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such declaration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights as a Note holder until such time, if any, as the full payment of amounts owing under this Note shall have been received by it. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

9. Notices

9.1 Any and all notices or other communications or deliveries to be provided by the Holder hereunder, including, without limitation, any Conversion Notice, shall be in writing, addressed to the Issuer, and delivered personally or by overnight courier service, prepaid registered mail to: 901 Hancock Ave, Unit 308, West Hollywood, CA, USA 90069, and by Email: jimmy@bbooth.com, Attn: Jimmy Geiskopf and to rory@bbooth.com, Att: Rory Cutaia, or to such other physical address or email address as the Issuer may notify the Holder of from time to time in accordance with Section 9.2.

9.2 Any and all notices or other communications or deliveries to be provided by the Issuer hereunder shall be in writing, addressed to the Holder, and delivered personally or by overnight courier service or prepaid registered mail AND by email to the email address of the Holder appearing in Section 1 of this Note, or such other physical address or email address as the Holder may notify the Issuer of from time to time in accordance with Section 9.1.

9.3 Any notice or other communication or delivery hereunder shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered by email transmission prior to 5:30 p.m. (Pacific Standard Time) on a Business Day, (b) the second Business Day following the date of mailing, if sent by overnight courier service or prepaid registered mail; or (c) upon actual receipt by the Party to whom such notice is required to be given.

10. Replacement of Note if Lost or Destroyed

10.1 If this Note shall be damaged, lost, stolen or destroyed, the Issuer may, in its discretion, execute and deliver, in exchange and substitution for and upon cancellation of a damaged Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the balance of the Principal Amount outstanding at such time.

10.2 The Holder will bear the cost of issue of any new Note and, in case of loss, destruction or theft, will furnish to the Issuer such evidence of ownership and of loss, destruction or theft of the Note so lost, destroyed or stolen as will be reasonably satisfactory to the Issuer in its reasonable discretion.

11. Governing Law

All questions concerning the construction, validity, enforcement and interpretation of this Note 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.

12. Waivers

Any waiver by either the Issuer or the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of either the Issuer or the Holder, as applicable, to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Note. Any waiver must be in writing.

13. Invalidity

Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, and shall not invalidate the remainder of such provision or the remaining provisions of this Note.

14. Successors and Assigns

This Note shall be binding on the Issuer and its permitted successors and assigns, and shall inure to the benefit of the Holder and its permitted successors and assigns.

15. Amendment and Waiver

Any term or provision of this Note may be amended or waived upon mutual prior written agreement of the Issuer and the Holder.

16. Payments

All payments under this Note shall be in lawful money of the United States of America and shall be made to the Holder. All payments shall be applied first to accrued interest, and thereafter to the Principal Amount.

17. Interest Rate

Notwithstanding any other provision herein to the contrary, this Note is hereby expressly limited so that the interest rate charged hereunder shall at no time exceed the maximum rate permitted by applicable law. If, for any circumstance whatsoever, the interest rate charged exceeds the maximum rate permitted by applicable law, the interest rate shall be reduced to the maximum rate permitted, and if the Holder shall have received an amount that would cause the interest rate charged to be in excess of the maximum rate permitted, such amount that would be excessive interest shall be applied to the reduction of the Principal Amount and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of the Principal Amount, such excess shall be refunded to the Issuer.

18. Titles and Subtitles

The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

19. Rights and Remedies

Each of the rights, remedies or options provided herein, or available at law or in equity which may be exercised by the Holder may be exercised separately or concurrently with any one or more other options, rights, or remedies. Such rights, powers and remedies shall not be exhausted by any exercise thereof but may be exercised as often as occasion therefor shall occur. The Holder shall not by any act of omission or commission be deemed to waive any of its rights, powers or remedies under this Note unless such waiver is in writing and signed by the Holder and then only to the extent specifically set forth therein. Failure to exercise any option, right, or remedy shall not constitute a waiver of the right of the Holder to exercise such option, right or remedy in the event of or with respect to any prior, subsequent or concurrent transaction or occurrence of the same or a different kind or character. The Holder's acceptance of any partial payment after the time when such payment becomes due and payable hereunder shall not be held to establish a custom, or to waive any of the Holder's rights to enforce prompt payment of this Note or any of the Holder's other rights hereunder.

20. Next Business Day

Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment or other obligation shall be made on the next succeeding Business Day.

21. Counterparts and Electronic Means

This Note may be executed in counterparts, each of which, when so executed and delivered, will constitute an original, and all of which together will constitute one instrument. Delivery of an executed copy of this Note by facsimile or email transmission, or other means of electronic communication capable of producing a printed copy, will be deemed to be execution and delivery of an original copy of this Note as of the Issue Date.

IN WITNESS WHEREOF, the Issuer and the Holder have caused this Note to be duly executed as of the Issue Date.

bBOOTH, INC.

OCEANSIDE STRATEGIES, INC.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Name: RORY J. CUTAIA
CHIEF EXECUTIVE OFFICER

Name: _____

NONE OF THE SECURITIES REPRESENTED HEREBY, NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE, HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES (AS DEFINED HEREIN) OR TO A U.S. PERSON (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE AND FOREIGN SECURITIES LAWS. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

WARRANT CERTIFICATE

bBOOTH, INC.

THESE WARRANTS WILL EXPIRE AND BECOME NULL AND VOID AT THE TIME OF EXPIRY (AS DEFINED HEREIN).

Warrant Certificate No.: [REDACTED FOR PUBLICATION]

Number of Warrants: 2,429,530

This is to certify that, for value received, **OCEANSIDE STARTEGIES, INC.** of [REDACTED FOR PUBLICATION] (the "**Holder**"), is the registered holder of **TWO MILLION FOUR HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED THIRTY (2,429,530)** share purchase warrants (each, a "**Warrant**") of **bBOOTH, INC.** (the "**Company**"). Each Warrant will entitle the Holder, upon and subject to the terms and conditions attached to this certificate or any replacement certificate (in either case the "**Warrant Certificate**") as Appendix "A" (the "**Terms and Conditions**"), to acquire from the Company one fully paid and non-assessable share of common stock in the capital of the Company (each, a "**Warrant Share**") at a price of \$0.07 per Share at any time prior to 5:00 p.m. (Pacific time) on **April 3, 2019** (the "**Time of Expiry**").

The Warrants are issued subject to the Terms and Conditions, and the Holder may exercise the right to purchase Warrant Shares only in accordance with the Terms and Conditions.

Nothing contained herein or in the Terms and Conditions will confer any right upon the Holder, or any other Person (as defined in the Terms and Conditions), to subscribe for or purchase any Warrant Shares referenced herein at any time subsequent to the Time of Expiry, and, from and after such time, the Warrants and all rights under this Warrant Certificate will be void and of no value.

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be executed this 4th day of April, 2016.

bBOOTH, INC.

Per: _____
Authorized Signatory

APPENDIX "A"

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 Definitions

In these Terms and Conditions, unless there is something in the subject matter or context inconsistent therewith:

- (a) "**Business Day**" means any day of the year other than Saturday, Sunday or any day on which banks are required or authorized to close in the State of California;
 - (b) "**Company**" means bBooth, Inc., until a successor corporation will have become such as a result of a Reorganization, and, thereafter, "Company" will mean such successor corporation;
 - (c) "**Exchange**" means the OTCQB Market of the OTC Markets Group, or such other stock exchange or quotation system on which the Shares may be principally traded or quoted at the applicable time;
 - (d) "**Exercise Price**" means \$0.07 per Warrant Share, subject to adjustment as provided in Section 4.7;
 - (e) "**Exercise Date**" has the meaning given to such term in Section 4.2(a);
 - (f) "**Holder**" means the holder of the Warrants;
 - (g) "**Issue Date**" means **April 4, 2016**;
 - (h) "**Person**" means a natural person, corporation, limited liability corporation, unlimited liability corporation, joint stock corporation, partnership, limited partnership, limited liability partnership, trust, trustee, any unincorporated organization, joint venture or any other entity;
 - (i) "**Reorganization**" has the meaning given to such term in Section 4.7(a)(ii);
 - (j) "**Shares**" means the shares of common stock in the capital of the Company as constituted at the date hereof and any Shares resulting from any subdivision or consolidation of the Shares;
 - (k) "**Subscription Form**" has the meaning given to such term in Section 4.1(a);
 - (l) "**Time of Expiry**" means 5:00 pm (Pacific Time) on **April 3, 2019**;
 - (m) "**VWAP**" means either: (i) if the Shares are then listed or quoted on the Exchange, the volume weighted average price per Share of the Shares on the Exchange, or (ii) if the Shares are not then listed or quoted on the Exchange, the fair market value per Share as determined by: (A) an independent appraiser selected in good faith by the Holder and the Company or (B) as otherwise may be mutually agreed upon by the Holder and the Company;
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- (n) “**Warrant Certificate**” means the Warrant Certificate attached to these Terms and Conditions;
- (o) “**Warrants**” means the share purchase warrants of the Company represented by the Warrant Certificate; and
- (p) “**Warrant Shares**” means the Shares issuable upon exercise of the Warrants.

1.2 Gender

Words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders.

1.3 Interpretation not affected by Headings

The division of these Terms and Conditions into sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation thereof.

1.4 Applicable Law

The Warrants will be exclusively construed in accordance with the laws of the State of Nevada. The Warrant Certificate and these Terms and Conditions are governed by the laws of the State of California and the federal laws of the United States applicable therein.

1.5 Currency

Unless otherwise provided, all dollar amounts referred to in the Warrant Certificate and these Terms and Conditions are in lawful money of the United States of America.

2. ISSUE OF WARRANTS

2.1 Additional Warrants

The Company may at any time and from time to time issue additional warrants or grant options or similar rights to purchase Shares.

2.2 Warrants to Rank Pari Passu

All Warrants and additional warrants, options or similar rights to purchase Shares from time to time issued or granted by the Company will rank *pari passu*, whatever may be the actual dates of issue or grant thereof, or of the dates of the certificates by which they are evidenced.

2.3 Replacement of Lost or Damaged Warrant Certificate

- (a) If the Warrant Certificate becomes mutilated, lost, destroyed or stolen, the Company, at its discretion, may issue and deliver a new Warrant Certificate of like date and tenor as the one mutilated, lost, destroyed or stolen, in exchange for, in place of, and upon cancellation of, such mutilated Warrant Certificate, or in lieu of, and in substitution for, such lost, destroyed or stolen Warrant Certificate.
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- (b) The applicant for the issue of a new Warrant Certificate pursuant hereto will bear the cost of such issue and, in case of loss, destruction or theft, will furnish to the Company such evidence of ownership and of loss, destruction or theft of the Warrant Certificate so lost, destroyed or stolen as will be satisfactory to the Company in its discretion. Such applicant may also be required to furnish indemnity in amount and form satisfactory to the Company in its discretion, and will pay the reasonable charges of the Company in connection therewith.

2.4 Holder Not a Shareholder

The holding of the Warrant Certificate will not constitute the Holder a shareholder of the Company, nor entitle it to any right or interest in respect thereof except as expressly provided in the Warrant Certificate.

3. **NOTICE**

3.1 Notice to Holders

Any notice required or permitted to be given to the Holder will be in writing and may be given by prepaid registered post, electronic facsimile transmission or other means of electronic communication capable of producing a printed copy to the address of the Holder appearing on the Warrant Certificate or to such other address as the Holder may specify by notice in writing to the Company to the address set forth in Section 3.2, and any such notice will be deemed to have been given and received by the Holder: (i) if mailed, on the third Business Day following the mailing thereof; (ii) if by facsimile or other electronic communication, on successful transmission; or (iii) if delivered, on delivery, but if at the time of mailing, or between the time of mailing and the third Business Day thereafter, there is a strike, lockout or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

3.2 Notice to the Company

Any notice required or permitted to be given to the Company will be in writing and may be given by prepaid registered post, electronic facsimile transmission or other means of electronic communication capable of producing a printed copy to the address of the Company set forth below or such other address as the Company may specify by notice in writing to the Holder to the address of the Holder appearing on the Warrant Certificate, and any such notice will be deemed to have been given and received by the Company: (i) if mailed, on the third Business Day following the mailing thereof; (ii) if by facsimile or other electronic communication, on successful transmission; or (iii) if delivered, on delivery, but if at the time of mailing, or between the time of mailing and the third Business Day thereafter, there is a strike, lockout or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

Notices to the Company will be delivered to:

bBooth, Inc.
901 Hancock Ave, Unit 308
West Hollywood, CA 90069
Attn: Jimmy Geiskopf
Email: jimmy@bbooth.com

4. EXERCISE OF WARRANTS

4.1 Method of Exercise of Warrants

The Holder may exercise its right to purchase the Warrant Shares at the Exercise Price at any time until the Time of Expiry by:

- (a) providing the Company with the Warrant Certificate and a completed and executed subscription form, in the form attached as Appendix "B" hereto (the "**Subscription Form**"), for the number of Warrant Shares which the Holder wishes to purchase;
- (b) surrendering the Warrant Certificate and the Subscription Form to the Company at the address set forth in Section 3.2; and
- (c) either: (i) paying the appropriate Exercise Price for the number of Warrant Shares subscribed for, either by bank draft, certified check or money order, payable to the Company, and delivering such payment to the Company at the address set forth in Section 3.2, or by wire transfer to such account as may be provided by the Company to the Holder upon request, or (ii) indicating in the Subscription Form that the Holder intends to exercise the applicable Warrants by cashless exercise as provided for in Section 4.3.

4.2 Effect of Exercise of Warrants

- (a) On the first Business Day following the date the Company receives a duly executed Subscription Form and the Exercise Price for the number of Warrant Shares specified in the Subscription Form (the "**Exercise Date**"), the Warrant Shares so subscribed for will be deemed to have been issued and the Person(s) to whom such Warrant Shares have been deemed to be issued will be deemed to have become the holder (or holders) of record of such Warrant Shares on such date.
- (b) As promptly as practicable after the Exercise Date and, in any event, within ten (10) Business Days of the Exercise Date, the Company will cause to be delivered to the Person in whose name the Warrant Shares so subscribed for are to be registered as specified in the Subscription Form, and courier to such Person at its respective address specified in the Subscription Form, a certificate for the appropriate number of fully paid and non-assessable Warrant Shares, which will not exceed that number which the Holder is entitled to purchase pursuant to the Warrant Certificate surrendered.

4.3 Cashless Exercise.

If at any time after the date that is six months following the Issue Date, there is no effective registration statement registering, or no current prospectus available for, the resale of the Warrant Shares by the Holder, then the Warrants may be exercised, in whole or in part, by means of a "cashless exercise" pursuant to the following formula:

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

where: X = the number of Warrant Shares to be issued to the Holder upon the cashless exercise;

- Y = the number of Warrants to be exercised by way of cashless exercise;
- A = the VWAP per Share for the ten (10) Business Days immediately preceding the Exercise Date; and
- B = the Exercise Price at the time the Warrants are to be exercised.

4.4 Subscription for Less Than Entitlement

The Holder may subscribe for and purchase a number of Warrant Shares less than the number which the Holder is entitled to purchase pursuant to the surrendered Warrant Certificate. In the event of any purchase of a number of Warrant Shares less than the number which can be purchased pursuant to the Warrant Certificate, the Holder, upon exercise thereof, will be entitled to receive a new Warrant Certificate in respect of the balance of the Warrant Shares which the Holder was entitled to purchase pursuant to the surrendered Warrant Certificate and which were not then purchased.

4.5 Warrants for Fractions of Warrant Shares

If, on exercise or partial exercise of any Warrant, the Holder is entitled to receive a fraction of a Warrant Share, such Warrant may be exercised in respect of such fraction only in combination with another Warrant or Warrants which, in the aggregate, entitle the Holder to receive a whole Warrant Share.

4.6 Expiration of Warrants

The Holder agrees that, after the Time of Expiry, all rights under the Warrant Certificate and these Terms and Conditions will wholly cease and terminate and the Warrants will be void and of no further force and effect.

4.7 Adjustment of Exercise Price

- (a) The Exercise Price and the number of Warrant Shares deliverable upon the exercise of the Warrants will be subject to adjustment in the event of and in the manner following:
- (i) if and whenever the Shares at any time outstanding are subdivided into a greater, or consolidated into a lesser, number of Shares, the Exercise Price will be decreased or increased proportionately as the case may be. Upon any such subdivision or consolidation, the number of Warrant Shares deliverable upon the exercise of the Warrants will be increased or decreased proportionately as the case may be; and
 - (ii) in the case of any capital reorganization or of any reclassification of the capital of the Company, or in the case of the consolidation, merger or amalgamation of the Company with or into any other company (in any case, a “**Reorganization**”), each Warrant will, after such Reorganization, be deemed to confer the right to purchase the number of Warrant Shares or other securities of the Company (or of the company resulting from such Reorganization) which the Holder would have been entitled to upon the Reorganization if the Holder had been a shareholder of the Company at the time of such Reorganization.
- (b) In the case of any Reorganization, appropriate adjustments will be made in the application of the provisions of this Section 4.7 relating to the rights and interest thereafter of the Holder so that the provisions of this Section 4.7 will be made applicable as nearly as reasonably possible to any Warrant Shares or other securities deliverable after the Reorganization on the exercise of the Warrants.
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- (c) The subdivision or consolidation of Shares at any time outstanding into a greater or lesser number of Shares (whether with or without par value) will not be deemed to be a Reorganization for the purposes of this Section 4.7.
- (d) The adjustments provided for in this Section 4.7 are cumulative and will become effective immediately after the applicable record date or, if no record date is fixed, the effective date of the event which results in such adjustments.

4.8 Determination of Adjustments

If any questions will at any time arise with respect to the Exercise Price or any adjustment provided for in Section 4.7, such questions will be conclusively determined by the independent firm of accountants duly appointed as auditors of the Company, or, if they decline to so act, by any other firm of certified public accountants registered with the Public Company Accounting Oversight Board that the Company may designate and who will have access to all appropriate records, and such determination will be binding upon the Company and the Holder.

5. MODIFICATION OF TERMS AND CONDITIONS FOR CERTAIN PURPOSES

From time to time, the Company may, subject to the provisions herein, modify the Terms and Conditions for the purpose of correction or rectification of any ambiguities, defective provisions, errors or omissions.

6. TIME OF ESSENCE

Time will be of the essence hereof.

7. SUCCESSORS

This Warrant Certificate will enure to the benefit of, and will be binding upon, the Company and its successors.

8. WARRANTS TRANSFERABLE

The Warrants, and any rights attached to any of them, are transferable.

APPENDIX B

SUBSCRIPTION FORM

TO: bBooth, Inc.
901 Hancock Ave, Unit 308
West Hollywood, CA 90069

The undersigned holder of the within Warrant Certificate (the "**Holder**") hereby subscribes for:

- (a) _____ shares of common stock (each, a "**Share**") in the capital of bBooth, Inc. (the "**Company**") at an exercise price of \$0.07 per Share, in which case this Subscription Form is accompanied by a certified check or bank draft payable to the Company, or the Holder has arranged for a wire transfer to such account as has been directed by the Company, for the whole amount of the purchase price of the Shares; or
- (b) such number of Shares as is determined in accordance with the cashless exercise mechanism set out in Section 4.3 of the Terms and Conditions to which this Appendix B is attached (the "**Terms and Conditions**"),

in either case in accordance with the Terms and Conditions.

The Holder represents and Warrants that the Holder is an accredited investor (as such term is defined in Regulation D promulgated under the Securities Act of 1933, as amended).

The Holder hereby directs that the Shares hereby subscribed for be registered and delivered as follows:

NAME(S) IN FULL	ADDRESS(ES)	NUMBER OF SHARES
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL:		_____

(Please print the full name in which share certificates are to be issued, stating whether Mr., Mrs. or Miss is applicable).

DATED this ____ day of _____, 20__.

In the presence of:

Signature of Holder

Name of Holder (please print)

Address of Holder

LEGENDS

The certificates representing the Shares acquired on the exercise of the Warrants will bear the following legends, if and as applicable, and all such other legends as may be required at the time of exercise under applicable securities laws:

NONE OF THE SECURITIES REPRESENTED HEREBY, NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE, HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES (AS DEFINED HEREIN) OR TO A U.S. PERSON (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE AND FOREIGN SECURITIES LAWS. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

INSTRUCTIONS FOR SUBSCRIPTION FORM

The signature to the Subscription Form must correspond in every particular with the name written upon the face of the Warrant Certificate without alteration or enlargement or any change whatever. If there is more than one subscriber, all must sign.

In the case of Person(s) signing by agent or attorney or by personal representative(s), the authority of such agent, attorney or representative(s) to sign must be proven to the satisfaction of the Company.

If the Warrant Certificate and the Subscription Form are being sent by mail, they must be sent by registered mail.

bBooth's NOTIFI Sales Pipeline



NBCUniversal



SONY MUSIC



fitclubnetwork

WITH





bBooth Inc. Appoints Distinguished Industry Leaders Dan Fleishman and Branden Hampton to its Board of Advisors

Hollywood, CA April 11, 2016 – **bBooth**, Inc. (OTCQB: **BBTH**), a Hollywood-based entertainment technology company, is pleased to announce the Company's appointment of notable, industry leading entrepreneurs, Dan Fleishman, and Branden Hampton, to **bBooth's** Board of Advisors.

Mr. Fleishman, the youngest proprietor of a publicly-traded company, brings to the table an astute awareness of today's contemporary marketplace. By the age of 23, following the sales of over \$15 million worth of clothing in 6 department store chains and surpassing expectations with his \$9.5 million licensing deal with STARTER apparel, Mr. Fleishman launched the "Who's Your Daddy" energy drink into 55,000 retail stores and military bases. 10 years after starting his licensing company in high school, he proceeded to launch Victory Poker in 2010, building the third largest team of professional players out of the 550 poker sites on the market. His addition to the advisory board is expected to be an invaluable contribution, empowering the Company to quickly scale in accordance with core strategies, further enhancing shareholder value.

Mr. Fleishman is a very active Angel Investor and advisor to over 20 companies that range from mobile app and tech companies, to successful monthly box subscription sites like "DollarBeardClub" and consumer products like Uwheels, both of which exceeded \$5,000,000 in sales in less than 8 months.

Mr. Hampton, one of the largest independent social media publishers in the world, brings a wealth of experience from his successful career in Social Media Marketing. He co-founded California-based First Slice Media a content site that has done over 300,000,000 page views since its launch in April of 2015. He also co-founded One Penny Ad Agency, a company that specializes in providing clients with various social media strategies for Twitter. The company counts over 32 million followers from the accounts that it owns and manages, and assists its clients with Social Media, Engagement, Influence, Impressions, Ad Serving, Content, Trending Topics, Analytics, Demographic targeting, and the Building of Followers.

Mr. Hampton personally supervises 24 Twitter accounts, representing in excess of 12 million followers in total. One example of his effective strategies is the project "@Notebook", also known as "Notebook of Love". In February 2011, over 30,000 followers were acquired in only three weeks, making it a striking illustration of the power of modern marketing. Today @Notebook is one of Twitter's most active brands exceeding 5.6 million followers. Influential Media Group also provides assistance to celebrities, prominent athletes, music artists and bands, supporting with the development of strategies to effectively engage with followers.

"We are delighted to have the benefit of both Dan and Branden's valuable knowledge and experience. Their industry understanding has a direct correlation with our corporate vision, and we believe that these additions will have a substantial impact on the short and long term success of our projects" stated Rory J. Cutaja, Chief Executive Officer, **bBooth** Inc. He concluded: "Their acquired wisdom in regards to succeeding in today's social media driven marketplace coupled with their extensive network of industry contacts is expected to enable us to streamline, grow, and bolster our reach as we forge ahead toward sales and profitability."

"bBooth has incredible potential. It's exciting to be selected by a Company so focused on making an impact in the industry. I look forward to working with Rory and his team" stated Mr. Dan Fleishman.

"I am very pleased to be part of this group. It has been said that success happens when timing and opportunity meet. I believe that the timing is right for bBooth's technologies. The market is ripe and management is ready fill the niche. I have high expectations for the future of this Company" stated Mr Branden Hampton.

About bBooth: **bBooth** (OTCQB:**BBTH**) is a Hollywood-based entertainment technology company. Through its innovative technology, **bBooth** is the new platform for content creation, delivery, and distribution. Its technology licensing division, **bBoothTECH**, offers the Company's NOTIFI product, a multi-platform, push-to-screen, interactive audio/video messaging tool for consumer brands, corporate enterprise, social media celebrities and performance artists seeking greater levels of viewer engagement. For more information on bBooth, visit www.bBooth.com.

Forward-looking & Safe Harbor Statement Certain statements in this release may contain forward-looking information within the meaning of Rule 175 under the Securities Act of 1933 and Rule 3b-6 under the Securities Exchange Act of 1934, and those statements are subject to the safe harbor created by those rules. All statements, other than statements of fact, included in this release, including, without limitation, statements regarding potential future plans and objectives of the Company, are forward-looking statements that involve risks and uncertainties. There can be no assurance that such statements will prove to be accurate and actual results and future events could differ materially from those anticipated in such statements. The Company cautions that these forward-looking statements are further qualified by other factors. The Company undertakes no obligation to publicly update or revise any statements in this release, whether as a result of new information, future events or otherwise.

For More Information, Please Visit: www.bBooth.com

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Please address investor inquiries to: investors@bBooth.com
