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): March 21, 2015

bBooth, Inc.
(Exact name of registrant as specified in its charter)

Nevada	**000-55314**	**46-1669753**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1157 North Highland Avenue, Suite C Hollywood, California	**90038**
(Address of principal executive offices)	(Zip Code)

(855) 250-2300
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

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

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On March 21, 2015, we entered into an engagement letter dated effective March 20, 2015 with DelMorgan Group LLC (**DelMorgan**") and Globalist Capital, LLC (together with DelMorgan, the "**Advisor**"), pursuant to which we engaged the Advisor as our exclusive financial advisor with respect to the provision of certain corporate finance advisory services. Such services may include: reviewing our historical and projected business operations and results; analyzing strategic alternatives for our company, including transaction options available to our company; advising us as to the structure and form of possible transactions; assisting us in obtaining appropriate information and in preparing due diligence presentations related to potential transactions; introducing us to potential investors; and rendering such other financial advisory and consulting services as may be agreed upon by our company and the Advisor.

In consideration for the foregoing, we have agreed to pay the Advisor an initial fee of $125,000 (which was paid from the proceeds of the $125,000 note described below), as well as fees tied to the value of any completed transaction of the nature contemplated by the engagement letter, either during the term of the engagement letter or within twelve months thereafter, as further described in the engagement letter. We have also agreed to pay the Advisor a portion of any break-up, termination or similar fee we may receive in connection with the termination or abandonment of any covered transaction, and to reimburse the Advisor on a monthly basis for expenses incurred by the Advisor, including legal, consulting, travel and due diligence expenses.

Under the terms of the engagement letter, upon the closing of any transaction covered by the engagement letter, the Advisor will have the option to purchase, for $100, warrants to purchase such number of securities as is equal to 10% of the securities we issue in connection with such transaction. The warrants will have an exercise price equal to the lower of: (a) the price paid by any investors in the transaction; or (b) the valuation of the securities based on the last reported bid price for our stock (or, if there is no bid price, based on the fair market value of our company as of the date of the engagement letter). Such warrants will be fully vested on the date of issuance, have a three year term, contain cashless exercise provisions, and be subject to a right of call at any time following two years from the date of issuance in the event that the price of our common stock equals or exceeds twice the exercise price of such warrants. The common stock or other securities underlying any such warrants will be subject to full piggyback registration rights without any holdback obligations.

Pursuant to the terms of the engagement letter, we were invited to participate in the DelMorgan bridge finance program, and, as a result, entered into a note purchase agreement dated March 20, 2015 with a third party lender. Under the note purchase agreement, we issued the lender a note in the principal amount of $125,000, and the lender agreed to pay the Advisor the initial $125,000 fee required under the engagement letter for the benefit of our company. The note will mature on the earlier of: (i) the date when we consummate a transaction (as defined in the engagement letter), (ii) March 20, 2017, and (iii) the occurrence of an Event of Default (as defined in the note), as further described below. The note bears interest at an annual interest rate of 12%, payable monthly, beginning on April 20, 2015, until the maturity of the note. We have agreed to pay a late charge of $500 for each interest installment that remains unpaid more than fifteen (15) days after its applicable due date. We may prepay all or part of the note at any time with no prepayment penalty.

Under the terms of the note, all amounts owing under the note and any other obligations of our company to the lender will become immediately due, without demand or notice, in the event of: (i) our failure to pay the principal and accrued interest owing under the note when due; (ii) the liquidation or dissolution of our company; (iii) the filing of bankruptcy proceedings involving our company as a debtor; (iv) an application for the appointment of a receiver for our company; (v) the making of a general assignment for the benefit of our creditors; (vi) our becoming insolvent; (vii) a misrepresentation by our company to the Trust for the purpose of obtaining or extending credit; or (viii) the sale of a material portion of our business or assets.

In connection with the issuance of the note, we agreed to issue 24,000 warrants to DelMorgan and 24,000 warrants to the lender to purchase shares of our common stock at an exercise price of $0.10 per share, or pursuant to a cashless exercise mechanism, until March 20, 2018, subject to any additional terms contained in the certificates representing the warrants. The warrants vested immediately upon issuance.

The foregoing does not purport to be a complete description of the rights and obligations of the parties under the engagement letter or the note purchase agreement, and is qualified in its entirety by reference to complete copies of such agreements, which are filed as Exhibits 10.1 and 10.2, respectively, to this current report.

ITEM 2.03. CREATION OF A DIRECT FINANCIAL OBLIGATION

The information contained in Item 1.01 "Entry into a Material Definitive Agreement" above with respect to the issuance of the note in the principal amount of $125,000 is responsive to this Item 2.03.

ITEM 3.02. UNREGISTERED SALES OF EQUITY SECURITIES

As further described above in Item 1.01, effective March 20, 2015, we issued a note in the principal amount of $125,000 and 24,000 stock purchase warrants to a third party lender, and 24,000 stock purchase warrants to DelMorgan Group LLC. The lender and DelMorgan Group LLC are both U.S. Persons (as that term is defined in Regulation S of the *Securities Act of 1933*, as amended (the "**Securities Act**")) and accredited investors (as that term is defined in Regulation D of the Securities Act), and in issuing securities to such persons, 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.

ITEM 7.01. REGULATION FD DISCLOSURE

A news release dated March 26, 2015 is furnished herewith.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

10.1	Engagement letter dated March 20, 2015 among bBooth, Inc., DelMorgan Group LLC and Globalist Capital, LLC
10.2	Form of Note Purchase Agreement dated March 20, 2015
10.3	Form of Warrant Certificate dated March 20, 2015
99.1	News release dated March 26, 2015

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: March 27, 2015

bBOOTH, INC.

By: *"Rory J. Cutaia"*
Name: Rory J. Cutaia
Title: Chairman and Chief Executive Officer

DELMORGAN GROUP

CONFIDENTIAL

March 20, 2015

Mr. Rory J. Cutaia
Chairman & CEO
bBooth, Inc.
1157 North Highland Avenue
Suite C
Hollywood, CA 90038

Dear Mr. Cutaia:

This letter shall confirm the engagement of DelMorgan Group LLC ("DelMorgan") and Globalist Capital, LLC ("Globalist" and, together with DelMorgan, "Advisor") as exclusive financial advisor to bBooth, Inc. (the "Company") to perform the corporate finance advisory services provided for herein. The Company, as defined herein, shall include bBooth, Inc., its subsidiaries, affiliates and any entities it may form, merge into, be acquired by, or invest in.

Globalist is registered as a broker-dealer with the SEC and FINRA and is authorized to act as an agent in connection with private placement transactions and mergers and acquisitions. In the performance of our services, we inform you that brokerage and securities services ("Broker-Dealer Services") are provided through Globalist, a registered broker-dealer, and consulting and other corporate finance services ("Corporate Finance Services") are offered through DelMorgan.

Description of Services:

DelMorgan and Globalist will each, as appropriate and to the extent requested by the Company, assist the Company in analyzing potential Transactions (as defined below) according to the terms and conditions of this Agreement. In this regard, DelMorgan and Globalist may each undertake certain activities on behalf of the Company, including (as appropriate) the following:

a) reviewing the Company's historical and projected business operations and results;

b) analyzing strategic alternatives for the Company, including Transaction options available to the Company;

c) counseling the Company as to strategy and tactics for effecting a potential Transaction;

d) advising the Company as to the structure and form of a possible Transaction, including the form of any agreements related thereto;

e) assisting the Company in obtaining appropriate information and in preparing due diligence presentations related to a potential Transaction;

f) introducing the Company to institutional investors, accredited individual investors, strategic or financial buyers, distributors, licensees, and/or strategic partners, as may be appropriate;

g) assisting in negotiations related to a potential Transaction, as may be appropriate, on behalf of the Company; and

h) rendering such other financial advisory and consulting services as may from time to time be agreed upon by the Company and Advisor.

Term of Engagement:

The term of this engagement shall run from the date of receipt by Advisor of the Company's signed acceptance of this Agreement until twelve (12) months thereafter, and will then automatically extend on a month-to-month basis thereafter until cancelled by either party pursuant to the terms hereof (the "Term"). This engagement may be cancelled by either party upon thirty (30) days' prior written notice to the other party. Termination shall be deemed effective on the earlier of thirty (30) days following the date of such written notice or as mutually agreed upon by the Company and Advisor ("Termination").

Transactions:

The Broker-Dealer Services that may be performed by Globalist, and the Corporate Finance Services that may be performed by DelMorgan, relate to the following types of Transactions. Both the Company and Advisor must agree on which of the following activities to pursue. As used in this Agreement, the term "Transaction" shall include, but specifically not be limited to or by:

a) a private placement by the Company, conducted pursuant to Regulation D of the U.S. Securities Act of 1933 (the "1933 Act") or other applicable U.S. or foreign securities laws, rules and regulations (a "Private Placement"), including without limitation a placement of equity, debt, convertible securities or other financial instrument (the "Securities"), it being understood that Globalist's services regarding a Private Placement do not constitute a firm underwriting or guaranty of raising any specific amount of capital, and under no circumstances will Globalist or DelMorgan be obligated to purchase any Securities for its own account;

b) the sale of the Company (a "Sale of the Company"), whether by merger, reverse merger, sale in one or more transactions of all or substantially all of the assets of the Company, or sale in one or more transactions of capital stock, that results in the shareholders of the Company owning less than a majority of the surviving entity or, in the case of a merger or sale with or to a shell company or a special purpose acquisition corporation (SPAC), irrespective of the resulting division of ownership;

c) an acquisition by the Company of a company or assets other than in the ordinary course of business (an "Acquisition"), whether acquired via a merger, consolidation or other business combination, tender offer, exchange offer, asset purchase or otherwise, it being understood that an "Acquisition" shall not include a reverse merger or a Transaction with a SPAC;

d) the sale of a portion of the Company (a "Divestiture"), whether by merger, stock sale or sale in one or more transactions, of a portion of the assets of the Company;

e) a recapitalization (a "Recapitalization") involving the issuance of any indebtedness or equity securities by the Company which may or may not involve, among other items, an extraordinary dividend being paid or equity securities being repurchased by the Company, whether as a standalone Transaction or in connection with a related Transaction; and

f) a strategic alliance (a "Strategic Alliance") that involves an agreement with a third party that may, either directly or indirectly, enter into any type of sales, marketing and/or management agreement with the Company.

The closing ("Closing") of a Transaction shall be deemed to occur on the date of the transfer (if applicable) of funds (or, in the event of a Transaction not involving a transfer for funds, on the date of the execution of all material legal documentation).

Each of Advisor and the Company agrees that, on its own behalf and on behalf of any person acting on its behalf, (i) neither it nor any such person has or will solicit offers for Securities (or securities of another issuer in a Private Placement) by any form of general solicitation or general advertising (as those terms are used under Regulation D under the 1933 Act) or in any manner involving a public offering within the meaning of Section 4(2) of the 1933 Act; (ii) in the event of a Private Placement, it and any such persons has and will solicit offers for Securities only from persons whom it reasonably believes to be "accredited investors" within the meaning of Regulation D and, if required by the Company, "qualified purchasers" under the Investment Company Act of 1940, as amended. The Company shall arrange for qualification of any Securities for offer and sale under the "blue sky" laws of such jurisdictions as may be required until the sale of Securities is complete. The Company shall file a Form D pursuant to rule 503 under the 1933 Act promptly after the Closing of a Private Placement and at such other times as may be required thereafter. The purchase of Securities shall be evidenced by the execution of subscription agreements (the "Subscription Agreements"). The Company shall provide Advisor with copies of all executed Subscription Agreements upon its request. The Company agrees to disclose the terms of the compensation payable to Advisor hereunder in such detail as is required to comply with applicable U.S. securities laws. Globalist is registered as a broker-dealer under the Securities Exchange Act of 1934, as amended, and is a member of the Financial Industry Regulatory Authority (FINRA). Advisor will duly and timely make all filings required of it under applicable laws.

Fees and Expenses:

With respect to the services rendered hereunder, the following describes the fees and expense reimbursements that the Company agrees to pay to Advisor as set forth on Attachment C hereto as follows:

1) Initial Fee. An initial fee (the "Initial Fee") of $125,000 to DelMorgan, which is fully earned and payable upon the execution of this Agreement.

2) Transaction Fee. In the event that the Company proceeds with a Transaction during the Term, the Company will, in addition to the consideration described in the "Strategic Advisor Warrants" section of this Agreement, pay to Advisor a fee (a "Transaction Fee") as follows:

   a) At or contemporaneous with the Closing of a Private Placement, the Company will pay to Globalist a Transaction Fee in cash based upon the value of the securities privately placed (the "Placement Amount") as provided in the fee schedules attached hereto as Schedule A (for equity or securities convertible, exchangeable or redeemable into equity), Schedule B (for mezzanine capital including non-convertible senior debt with an equity component or non-convertible subordinated debt with or without an equity component) and Schedule C (for non-convertible senior debt with no equity component). However, Advisor is aware that the Company is contemplating a bridge finance round to raise capital of up to $3 million (a "Interim Private Placement") and has an existing relationship with Millennium Park Capital Management ("Millennium"). In order to accommodate this, Advisor agrees to a modification of its standard exclusivity provisions with respect to an Interim Private Placement (as described below in the "Exclusivity" section of this Agreement). Furthermore, in the event an Interim Private Placement occurs prior to any other Transaction, Advisor agrees to credit against its Transaction Fee any fees paid by the Company to Millennium in connection with such Interim Private Placement, up to a maximum credit of fifty percent (50%) of such Transaction Fee.

b) At or contemporaneous with the Closing of a Sale of the Company, an Acquisition, a Divestiture, a Recapitalization or a Strategic Alliance, the Company will pay to Advisor a Transaction Fee in cash based upon the Transaction Value (as defined below) of the Transaction as provided in the fee schedule attached hereto as Schedule B. In the event the Transaction includes Broker-Dealer Services, such Transaction Fee shall be paid to Globalist; otherwise, such Transaction Fee shall be paid to DelMorgan.

c) In the event a Private Placement occurs in connection with a Sale of the Company, the Transaction Fee shall be computed, without duplication, at the lower of the two fees as applicable to such Private Placement and Sale of the Company.

d) The "Transaction Value" of a transaction shall be the aggregate value of all cash, debt or equity securities, or other consideration that is issued or exchanged in connection therewith, including the value of debt or other liabilities assumed in such Transaction, and including without limitation the value of any residual interest in the Company which is retained by the shareholders of the Company in connection with a Sale of the Company.

e) In the event a Transaction includes any non-cash consideration ("Non-Cash Consideration"), including, without limitation, securities, assets, the value of any revenues or revenue sharing fees, royalties, license fees, milestone payments or earn-out payments, the Company and Advisor shall in good faith agree prior to the Closing on the value of such Non-Cash Consideration for purposes of calculating the Placement Amount or the Transaction Value.

f) The Transaction Fee (as well as all other fees and expenses payable to Advisor hereunder) shall be payable in U.S. dollars in immediately available funds, and payment of the Transaction Fee shall be a condition to the Transaction. In the event a Transaction includes Non-Cash Consideration, and if Advisor elects that part or all of the Transaction Fee be payable in the form of the Non-Cash Consideration employed in the Transaction up to the extent so employed, then the Parties shall negotiate in good faith to determine the feasibility and practicality of such payment in the form of such Non-Cash Consideration.

g) In the event of a Transaction other than as enumerated above, the Company and Advisor shall in good faith agree prior to the Closing on the Transaction Fee payable to Advisor with respect to such Transaction.

3) Expense Reimbursement. The Company agrees to reimburse Advisor on a month-to-month basis for out-of-pocket expenses incurred by Advisor during the Term of the Agreement, whether or not a Transaction is consummated, including but not limited to legal, consulting, travel, lodging and due diligence expenses. Expenses in excess of $5,000 in any calendar month shall require the prior written approval of the Company, which shall not be unreasonably withheld.

4) Post-Termination Transaction Fee. If the Company consummates a Transaction at any date (the "Consummation Date") within twelve (12) months of Termination with a Covered Party (as defined below) (a "Covered Party Post-Termination Transaction"), the Company agrees to promptly pay Advisor a Transaction Fee (a "Covered Party Post-Termination Transaction Fee") as if such Transaction had occurred during the Term. For the purposes of this Agreement, the Consummation Date of a Covered Party Post-Termination Transaction shall be deemed to have occurred if any agreement in principle which includes the material terms of such Transaction is reached, even if the closing occurs later.

5) Reduced Fee for Certain Post-Termination Private Placements Not Involving Covered Parties. If the Company consummates a Private Placement with a Consummation Date within twelve (12) months of Termination other than with Covered Parties (a "New Party Private Placement" and, together with a Covered Party Post-Termination Transaction, a "Post-Termination Transaction"), and such Private Placement is consummated on substantially similar terms or results in substantially similar economic and dilutive effects to those that were proposed to the Company during the Term but with respect to which the Company decided not to proceed, the Company agrees to promptly pay Advisor a Transaction Fee (a "New Party Private Placement Transaction Fee" and, together with a Covered Party Post-Termination Transaction Fee, a "Post-Termination Transaction Fee") equal to fifty percent (50%) of the Transaction Fee that would have been payable if such Transaction had occurred during the Term. For the purposes of this Agreement, the Consummation Date of a New Party Private Placement shall be deemed to have occurred if any agreement in principle which includes the material terms of such Transaction is reached, even if the closing occurs later.

A "Covered Party" means an investor or entity (or any affiliate of any such investor or entity) who (A) is introduced or identified by or on behalf of Advisor prior to or during the Term of the Agreement or is introduced or identified by or on behalf of the Company during the Term of the Agreement, and with whom Advisor, during the Term of the Agreement, has had material communications concerning a Transaction with the Company or (B) who is identified by Advisor as a prospective party to a Transaction but whom the Company requests that Advisor not have material communications about a Transaction. Within thirty (30) business days following Termination, Advisor shall deliver to the Company a list of Covered Parties, which list shall establish the basis for compensation under the provisions of the Agreement following Termination. Notwithstanding the foregoing, current shareholders of the Company, who are listed on Attachment B hereto, shall not be considered Covered Parties for the purpose of a Post-Termination Transaction if they participate in a Transaction that does not involve any other Covered Parties or that only involves other Covered Parties who are not important to the Post-Termination Transaction or its occurrence or likelihood of consummation.

6) Sharing of Termination Fees and Expense Reimbursement from Third Parties. If in connection with the termination or abandonment of a proposed Transaction during the term of this engagement or within 12 months thereafter, the Company receives any so-called "termination," "break-up," "topping" or similar fee, the Company shall pay Advisor a break-up fee (the "Break-Up Fee") consistent with the Fee Schedules A, B or C based upon the nature of the underlying Transaction; provided, however, that in no event shall the Break-Up Fee exceed the value of such compensation received by the Company or the amount Advisor would have received had the Transaction been consummated in accordance with its terms..

7) Late Fees. In the event that Advisor's fees, costs or other compensation, including warrants or other securities, are not paid or issued (as applicable) within 30 days from the date due, there will be an additional charge at a monthly rate of one percent (1%), or such lesser rate mandated by California law, upon the unpaid balance or fair market value of such securities, as applicable.

Exclusivity:

The Company agrees that no other financial advisor is or will be authorized by it during the Term of this Agreement to perform services on the Company's behalf of the type described hereunder or which Advisor is otherwise authorized to perform hereunder. Notwithstanding the foregoing, the Company may engage Millennium as a financial advisor with respect to an Interim Private Placement. No fee payable to any other financial, legal or other advisor either by the Company or any other entity shall reduce or otherwise affect the fees payable hereunder to Advisor, except as otherwise agreed to in writing by Advisor. In order to coordinate our efforts with respect to a possible Transaction, during the period of Advisor's engagement hereunder neither the Company nor any representative thereof (other than Advisor) will engage in discussions regarding a Transaction except through Advisor. If the Company or its management receives an inquiry regarding a Transaction, it will promptly inform Advisor in writing of such inquiry.

Confidentiality:

The Company agrees that, without prior written consent, it will not disclose, and will not include in any public announcement, the name or names of any investor, buyer, or strategic partner, unless and until such disclosure is required by law or applicable regulation, and then only to the extent of such requirement, unless the Company has received approval from the other party.

Information Furnished by the Company:

The Company will furnish Advisor with all financial and other information and data as Advisor believes appropriate in connection with its activities on the Company's behalf, and it will provide Advisor full access to its officers, directors, employees and professional advisors. The Company agrees that it and its counsel will be solely responsible for ensuring that the Transaction complies in all respects with applicable law. The Company represents and warrants that any written or oral communication with Advisor (including any private placement memorandum prepared for an offering (a "PPM")) at all times through Closing will not contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. The Company will promptly notify Advisor if it learns of any material inaccuracy or misstatement in, or material omission from, any information theretofore delivered to Advisor. The Company recognizes and confirms that Advisor, in connection with performing its services hereunder, (i) will be relying without investigation upon all information that is available from public sources or supplied to it by or on behalf of the Company or its advisors, (ii) will not in any respect be responsible for the accuracy or completeness of, or have any obligation to verify, the same and (iii) will not conduct any appraisal of any assets of the Company, except to the extent specifically required by any applicable law, rule or regulation. The Company will also cause to be furnished to Advisor at the Closing copies of any PPM (and any amendments thereto) and such other agreements, opinions, certificates and other documents delivered at the Closing as Advisor may reasonably request.

DelMorgan Bridge Finance Program / Waiver of Conflicts:

As we have discussed, we have invited you to participate in the DelMorgan Bridge Finance Program (the "Bridge Finance Program"). The Bridge Finance Program was established to enable third party investors who have an interest in financing companies that are contemplating retaining DelMorgan to pursue transformative transactions but wish to raise outside capital to pay for some or all of the Initial Fee. Through the Bridge Finance Program, these investors (the "Bridge Lenders") may agree to finance the Initial Fee on behalf of the Company (the "Bridge Financing"), in return for a note from and equity participation in the Company. In the event you decide to participate in the Bridge Finance Program, you will enter into a note purchase agreement directly with the Bridge Lenders and you will be obligated at the Closing of a Transaction during the Term or at any time that the note under the Bridge Finance Program is outstanding to issue warrants to purchase 48,000 shares of common stock of the Company at an exercise price per share of $0.10 (the "Investor Warrants"). All parties to this Agreement recognize that there are actual or potential conflicts inherent in the Bridge Finance Program, and you hereby expressly waive all conflicts that exist or may exist as a result of your or our activities involving or participation in the Bridge Finance Program. Should the Company default on its payment obligations under the Bridge Finance Program, Advisor will be entitled to provide you notice of Termination and cease work on this engagement without any prejudice to its rights (including the rights to compensation and equity participation) hereunder. The Bridge Financing will not by itself constitute a Transaction hereunder.

The Company acknowledges that Advisor and its affiliates have and will continue to have business and advisory relationships with parties other than the Company pursuant to which Advisor may acquire information of interest to the Company. Advisor shall have no obligation to disclose such information to the Company or to use such information in connection with any contemplated transaction. The Company recognizes that Advisor is being engaged hereunder to provide the services described above only to the party who executes this Agreement with Advisor (or any other party or parties who executes this Agreement in specified other capacities) and that Advisor is not acting as agent or fiduciary of, and shall have no duties or liability to, the equity holders or affiliates of the Company or to any third party in connection with the engagement hereunder, all of which are hereby expressly waived. No one other than the party executing this Agreement with Advisor (and such other party or parties in such capacities, if any) is authorized to rely upon the engagement of Advisor hereunder or any statements, advice, opinions or conduct by Advisor. Upon Termination, the Company agrees to release Advisor with respect to the provision of future services to the Company, to any shareholder or affiliate of the Company, or to any party who may be involved in a Transaction with the Company. Such services may include, but not be limited to, those described in this Agreement.

Strategic Advisor Warrants:

Upon the Closing of a Transaction, Advisor (or its designees), as partial compensation for the services rendered hereunder, will have the option to purchase warrants from the Company for $100.00 (the "Strategic Advisor Warrants") to purchase a number of securities equal to ten percent (10%) of the securities issued by the Company in the Transaction, with an exercise price per share equal to the lower of (a) the price paid by the investor(s) at Closing or (b) the valuation of the securities based on the last reported bid price for the Company's stock (and, in the absence of all of these metrics, based upon the fair market value of the Company as of the date of this Agreement as shall be mutually agreed between the Company and Advisor). The fees payable from the Company to Advisor in connection with such Transaction shall be automatically reduced by the Company to reflect a credit of $100.00, which credit shall represent Advisor's consideration in full for the purchase of the Strategic Advisor Warrants. Failure by the Company to adjust fees payable to Advisor for such credit will not affect Advisor's right to the Strategic Advisor Warrants. Notwithstanding the foregoing, the number of the Strategic Advisor Warrants will be reduced by the number of warrants to be issued by the Company in connection with the Bridge Financing, up to a maximum reduction of fifty percent (50%) of the Strategic Advisor Warrants.

Strategic Advisor Warrants shall be fully vested upon the date of issuance. The Strategic Advisor Warrants shall contain cashless exercise provisions, will have a three-year life and may be exercised incrementally over time. The Company shall have the right, beginning two (2) years after the issuance of the Strategic Advisor Warrants, to call the Strategic Advisor Warrants (subject to the holder's option to exercise) at any time as the price or value of the Company's securities equals or exceeds twice the exercise price of the warrant. No fees will be payable to Advisor in connection with the exercise of the Strategic Advisor Warrants. The issuance of the Strategic Advisor Warrants is a material inducement to Advisor to enter into this Agreement. The Strategic Advisor Warrants shall be deemed earned at the time of issuance. The common stock or other securities underlying the Strategic Advisor Warrants will be subject to full, unconditional piggyback registration rights without any holdback obligations.

In the event of a Post-Termination Transaction, the Company agrees to issue Strategic Advisor Warrants to Advisor as if such Transaction had occurred during the Term. Notwithstanding the foregoing, in the event of a New Party Private Placement, Advisor agrees to reduce by fifty percent (50%) or to eliminate the Strategic Advisor Warrants that would otherwise be issuable, in the same manner as the Transaction Fee is reduced or eliminated pursuant to the "Fees and Expenses" section of this Agreement.

In the event you decide to participate in the Bridge Finance Program, the Bridge Lenders will be entitled to one-half of any Investor Warrants and one-half of any Strategic Advisor Warrants, and Advisor will be entitled to one-half of any Investor Warrants and one-half of any Strategic Warrants, that are issued hereunder.

Attorney's Fee Provision:

In the event of any legal dispute between the Company and Advisor, all reasonable attorneys' fees and related expenses of the prevailing party shall be paid by the other party (which shall include an award of interest at 1% per month and recovery of costs by the prevailing party).

Governing Law and Jurisdiction:

This Agreement is governed by and construed in accordance with the laws of the state of California, without regard to choice of laws provisions. All lawsuits, hearings, arbitration or other proceedings shall take place in federal or state court located in the City of Los Angeles, Los Angeles County, State of California. The parties irrevocably waive any objections they may have based on improper venue or inconvenient forum in any such court located in the City of Los Angeles, Los Angeles County, State of California.

Miscellaneous:

Any securities payable to Advisor under this Agreement shall entitle Advisor to full, unconditional piggyback registration rights without any holdback obligations.

This Agreement contains all of the understandings between the parties hereto with reference to the subject matter hereof. No other understanding not specifically referred to herein, oral or otherwise, shall be deemed to exist or bind any of the parties hereto, and any such understandings, oral or otherwise, not specifically referred to herein shall be merged into this Agreement and superseded by the provisions hereof. No officer or employee of any party has any authority to make any representation or promise not contained herein. Advisor shall have the right to publish a tombstone and case study describing the Transaction upon closing at its own expense, which may include the reproduction of the Company's logo, a brief description of the Transaction and a link to the Company's website, subject to the Company's consent (which shall not be unreasonably withheld). If requested by Advisor, the Company agrees to include a mutually acceptable reference to Advisor in any press release or other public announcement made by the Company regarding a Transaction as contemplated herein. This Agreement cannot be modified or changed except by a written instrument signed by each party hereto. The parties acknowledge that each party (and, if it should so choose, its attorneys) has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. Advisor and the Company have the authority to enter into this Agreement, and each of the individuals executing this Agreement on behalf of Advisor or the Company, respectively, has the full authority to bind the respective party to this Agreement.

This engagement is between Advisor and the Company only and no other party is intended as a third party beneficiary of the engagement letter. Any communications with shareholders, members, directors, managers and/or partners of the Company is intended solely within their respective capacities as shareholders, directors/managers or officers of the Company and is not intended in their individual capacities. It is understood and agreed that Advisor will act under this Agreement as an independent contractor with obligations solely to the Company and is not being retained hereunder to advise the Company as to the underlying business decision to consummate any Transaction or with respect to any related financing, derivative or other transaction. Nothing in this Agreement or the nature of Advisor's services shall be deemed to create a fiduciary or agency relationship between Advisor and the Company or its stockholders, employees or creditors in connection with the Transaction or otherwise. Other than as set forth in the indemnification provisions of Attachment A hereto, nothing in this Agreement is intended to confer upon any other person (including stockholders, employees or creditors of the Company) any rights or remedies hereunder or related hereto. The Company agrees that Advisor shall not have any liability (including without limitation, liability for any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements) in contract, tort or otherwise to the Company, or to any person claiming through the Company, in connection with the engagement of Advisor pursuant to this Agreement and the matters contemplated hereby, except where such liability is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the fraud or willful misconduct of Advisor. The Company further agrees that Advisor shall have no responsibility for any act or omission by any of the Company's representatives.

Indemnification:

Recognizing that Advisor, in providing the services contemplated hereby, will be acting as representative of and relying on information provided by the Company, the Company agrees to the provisions of Attachment A hereto. The Company shall use its best efforts to cause any binding agreements with acquirers or providers of capital or financing to include exculpation and indemnification provisions in favor of Advisor which are equivalent to the foregoing and are binding on such persons. It is specifically understood and agreed that the indemnification provisions of Attachment A shall be binding on the successors and assigns of the parties hereto and of the indemnified parties, specifically including the continuing corporation after any Transaction and any successor thereto whether by subsequent merger, consolidation or transfer of all or substantial part of the assets or business of the Company or such continuing corporation.

Severability:

The provisions of this Agreement shall apply to the engagement (including related activities prior to the date hereof) and any modification thereof and shall remain in full force and effect regardless of the completion or termination of the engagement. If any term, provision, covenant or restriction herein is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Patriot Act / OFAC:

The USA PATRIOT ACT is designed to detect, deter and punish terrorists in the U.S. and abroad. Under the requirements that may be imposed on Advisor under this Act, Advisor may ask the Company to provide various identification documents and/or other information during the transaction process.

The Company represents that, to the best of its knowledge, none of (i) the Company, (ii) any person controlling or controlled by the Company, (iii) any person having a beneficial ownership interest in the Company or (iv) any person for whom the Company acts as an agent or nominee is (x) a country, territory, individual or entity named on the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") list, (y) a person or entity prohibited under the programs administered by OFAC ("OFAC Programs") or (z) a country, territory, individual or entity named on another international sanctions list. The Company further represents that, to the best of its knowledge, none of the proceeds of the Transaction shall be derived from or used for any purpose prohibited under the OFAC Programs or other international sanctions programs.

If this Agreement meets with your approval, please indicate your acceptance of the above by signing where indicated below and returning this Agreement by facsimile and the original by mail to the undersigned.

Thank you for the opportunity to be of service.

Sincerely,

Neil B. Morganbesser
President & CEO
DelMorgan Group LLC

Neil B. Morganbesser
Chief Executive Officer
Globalist Capital, LLC

AGREED AND ACCEPTED:

The foregoing accurately sets forth our understanding and agreement with respect to the matters set forth herein.

bBOOTH, INC.

By:

Name:

Title:

Date:

SCHEDULE A - Equity (or securities convertible, exchangeable or redeemable into equity)

Schedule A	For Amounts Raised (in millions)	Fees[1]
	Up to and including $25.0	7.50%
	From $25.1 to $50.0	7.25%
	From $50.1 to $75.0	7.00%
	From $75.1 to $100.0	6.75%
	From $100.1 to $125.0	6.50%
	From $125.1 to $150.0	6.25%
	From $150.1 to $200.0	6.00%
	From $200.1 to $250.0	5.75%
	From $250.1 to $300.0	5.50%
	$300.1+	5.25%

(1) As a percentage of Placement Amount raised for each Private Placement.

Example: the fee for a Private Placement of $75.0 million would be calculated as follows: ($25.0 x 7.50%) + ($25.0 x 7.25%) + ($25.0 x 7.00%) = $1.875 + $1.813 + $1.750 = $5.438 million.

SCHEDULE B – Mezzanine capital (includes non-convertible senior debt with an equity component or non-convertible subordinated debt with or without an equity component) or **other Transactions** (a Sale of the Company, an Acquisition, a Divestiture, a Recapitalization or a Strategic Alliance)

Schedule B	For Transaction Value (in millions)	Fees[1]
	Up to and including $25.0	4.50%[2]
	From $25.1 to $50.0	4.25%
	From $50.1 to $75.0	4.00%
	From $75.1 to $100.0	3.75%
	From $100.1 to $125.0	3.50%
	From $125.1 to $150.0	3.25%
	$150.1+	3.00%

(1) As a percentage of the Placement Amount or Transaction Value for each Transaction.
(2) Subject to a minimum fee of $1.25 million for any Transaction other than a Private Placement.

Example: the fee for a Private Placement of $75.0 million would be calculated as follows: ($25.0 x 4.50%) + ($25.0 x 4.25%) + ($25.0 x 4.00%) = $1.125 + $1.063 + $1.000 = $3.188 million.

SCHEDULE C – Non-convertible senior debt with no equity component

Schedule C	For Transactions (in millions)	Fees[1]
	Up to and including $25.0	2.50%
	From $25.1 to $50.0	2.25%
	From $50.1 to $75.0	2.00%
	From $75.1 to $100.0	1.75%
	From $100.1 to $125.0	1.50%
	From $125.1 to $150.0	1.25%
	$150.1+	1.00%

(1) As a percentage of the Placement Amount raised for each Private Placement.

Example: the fee for a Private Placement of $75.0 million would be calculated as follows: ($25.0 x 2.50%) + ($25.0 x 2.25%) + ($25.0 x 2.00%) = $0.625 + $0.563 + $0.500 = $1.688 million.

Indemnification – Attachment A

The Company shall indemnify, defend and hold harmless Advisor (including without limitation DelMorgan Group LLC and Globalist Capital, LLC) and their respective directors, officers, agents, employees, affiliates and representatives (collectively the "Indemnified Persons" and individually an "Indemnified Person"), to the full extent lawful, from and against any losses, liabilities, claims or damages, including, without limitation, fees and expenses of legal counsel, related to or arising out of Advisor's engagement hereunder or Advisor's role in the Transactions contemplated hereby, including, without limitation, any losses, liabilities, claims or damages arising out of any statements or omissions made in connection with the Transactions contemplated hereby whether by the Company, its employees, agents, Advisor or otherwise; provided, however, that such indemnity shall not apply to claims which are determined by a final judgment of a court of competent jurisdiction to have resulted primarily and directly from the fraud or willful misconduct of an Indemnified Person. No Indemnified Person shall have any liability to the Company for or in connection with this engagement, except for any which are determined by a final judgment of a court of competent jurisdiction to have resulted primarily and directly from the fraud or willful misconduct of the Indemnified Person. Notwithstanding any other provisions hereunder, in no event shall the Indemnified Persons be liable to the Company for an amount greater, in the aggregate, than the cash fees actually received by Advisor hereunder. These indemnification provisions are not exclusive, and shall be in addition to any other rights that any Indemnified Person may have at common law or otherwise.

The Company will not, without Advisor's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding in respect of which indemnification may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination includes a release of each Indemnified Person from any liabilities arising out of such action, claim, suit, investigation or proceeding. The Company will not permit any such settlement, compromise, consent or termination to include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an Indemnified Person, without such Indemnified Person's prior written consent. No Indemnified Person seeking indemnification, reimbursement or contribution under this agreement will, without the Company's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding referred to herein.

If any action is brought against any Indemnified Person in respect to which indemnity may be sought against the Company pursuant to this Agreement, or if any Indemnified Person receives notice from any potential litigant of a claim which such person reasonably believes will result in the commencement of any action or proceeding, such Indemnified Person shall promptly notify the Company in writing. Failure to notify the Company of any such action or proceeding shall not, however, relieve the Company from any other obligation or liability which it may have to any Indemnified Person under this Agreement or otherwise, except to the extent that the Company demonstrates that defense of such action is materially prejudiced by this failure. In case any such action or proceeding shall be brought against any Indemnified Person, the Company shall (at its own expense) defend the Indemnified Person in such action or proceeding with counsel of the Company's choice, and shall be entitled (at its own expense) to compromise or settle the action or proceeding, at its expense. Counsel selected by the Company under these circumstances must be satisfactory to the Indemnified Person in the exercise of its reasonable judgment. Notwithstanding the Company's election to assume the defense of any action or proceeding, the Indemnified Person shall have the right to employ separate counsel and to participate in the defense of any action or proceeding, and the Company shall bear the reasonable fees, costs and expenses of this separate counsel, if (a) the use of counsel chosen by the Company to represent the Indemnified Person would, in the judgment of the Indemnified Person, create a conflict of interest; (b) the defendants in, or targets of, any action or proceeding include both an Indemnified Person and the Company, and the Indemnified Person shall have reasonably concluded that a conflict of interest exists between such Indemnified Person and the Company because, among other matters, there may be legal defenses available to it or to other Indemnified Persons which are different from or additional to those available to the Company (in which case the Company shall not have the right to direct the defense of such action or proceeding on behalf of the Indemnified Person); (c) the Company shall not have employed counsel satisfactory to such Indemnified Person in the exercise of the Indemnified Person's reasonable judgment to represent such Indemnified Person within a reasonable time after notice of the institution of such action or proceeding; or (d) the Company shall authorize such Indemnified Person to employ separate counsel at the Company's expense. The Company shall pay, or at Advisor's election, advance all reasonable fees, costs and expenses of any separate counsel retained pursuant to this paragraph at least quarterly.

In order to provide for just and equitable contribution, if a claim for indemnification is found unenforceable in a final, non-appealable judgment by a court of competent jurisdiction, even though the express provisions of this Agreement provide for indemnification in such case, the Company and Advisor shall contribute to the losses, claims, damages, judgments, liability, expenses or costs for which the Indemnified Person may be liable in accordance with the relative benefits received by, and the relative fault of each respective party in connection with the statements, acts or omissions which resulted in losses, claims, damages, judgments, liabilities, or costs. The Company agrees that under these circumstances, a pro rata allocation would be unfair. Under no circumstances, however, will Advisor be obliged to make any contribution to any expenses described in this paragraph which is greater than the amount of cash previously received by Advisor for its services to the Company. No person found liable for a fraudulent misrepresentation or omission shall, however, be entitled to contribution from any person who is not also found liable for such fraudulent misrepresentation or omission.

In further consideration of the provisions contained in our Agreement, in the event that an Indemnified Person becomes involved in any capacity in any action, claim, suit, investigation or proceeding, actual or threatened, brought by or against any person, including stockholders of the Company, in connection with or as a result of the engagement or any matter referred to in the engagement, the Company will reimburse such Indemnified Person for its reasonable and customary legal and other expenses (including without limitation the costs and expenses incurred in connection with investigating, preparing for and responding to third party subpoenas or enforcing the engagement) incurred in connection therewith as such expenses are incurred.

Prior to entering into any agreement or arrangement with respect to, or effecting, any merger, statutory exchange or other business combination or proposed sale or exchange, dividend or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Company set forth herein, the Company will notify Advisor in writing thereof (if not previously so notified) and, if requested by Advisor, shall arrange in connection therewith alternative means of providing for the obligations of the Company set forth herein, including the assumption of such obligations by another party, insurance, surety bonds or the creation of an escrow, in each case in an amount and upon terms and conditions satisfactory to Advisor.

These indemnification provisions shall (i) remain operative and in full force and effect regardless of any Termination or completion of the engagement of Advisor; (ii) inure to the benefit of any successors, assigns, heirs or personal representative of any Indemnified Person; and (iii) be in addition to any other rights that any Indemnified Person may have at common law or otherwise.

AGREED AND ACCEPTED:

The foregoing accurately sets forth our understanding and agreement as pertains to the Agreement dated March 20, 2015.

bBOOTH, INC.

By:

Name:

Title:

Date:

Current Shareholders – Attachment B

[Confidential list of current shareholders follows this page]

Wire instructions – Attachment C

DelMorgan:

Name on Account	DelMorgan Group LLC
Bank Name	Wells Fargo Bank
City, State	San Francisco, CA
ABA #	121000248
Account #	2069543722
SWIFT Code (for International Transfers)	WFBIUS6S

Globalist (for Transaction Fees for Transactions involving Broker-Dealer Services)

Name on Account	Globalist Capital, LLC
Bank Name	Wells Fargo Bank
City, State	San Francisco, CA
ABA #	121000248
Account #	6071748666
SWIFT Code (for International Transfers)	WFBIUS6S

CONFIDENTIAL

NOTE PURCHASE AGREEMENT

This Note Purchase Agreement, dated as of March 20, 2015 (this "Agreement"), is between bBooth, Inc., a Nevada corporation (the "Company"), and The _____ (the "Investor").

WHEREAS the Company wishes to engage DelMorgan Group LLC (together with its affiliates, "DelMorgan") as its financial advisor;

WHEREAS DelMorgan has agreed to be engaged by the Company according to terms specified in an engagement letter (the "DelMorgan Engagement Letter"), including the payment by the Company to DelMorgan of an initial fee for such engagement (the "DelMorgan Fee");

WHEREAS the Investor, in exchange for a note from the Company, has agreed to pay the DelMorgan Fee for the benefit of the Company;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I
ISSUANCE OF THE NOTE AND PAYMENT OF DELMORGAN FEE

1.1 Initial Sale. Subject to terms of this Agreement, the Company shall sell and issue to the Investor at the Closing a note, in the form attached hereto in Exhibit A (the "Note"), in the principal amount set forth on the Investor's signature page (the "Principal Amount").

1.2 Payment of DelMorgan Fee. Upon the receipt of the Note at the Closing, the Investor shall pay to DelMorgan in cash an amount equal to the Principal Amount, for the payment of the DelMorgan Fee on behalf of the Company.

1.3 Retention of DelMorgan. At or prior to the Closing, the Company shall enter into the DelMorgan Engagement Letter with DelMorgan.

ARTICLE II
CLOSING; DELIVERY

2.1 Closing. The issuance, sale, and purchase pursuant to Section 1.1 (the "Closing") will take place remotely via the exchange of documents, signatures, and funds at 5 p.m. Pacific Time on March 20, 2015, or at such other time and place upon which the Company and the Investor mutually agree.

2.2 Purchase Price. At the Closing, the Company shall deliver to the Investor the Note purchased by such Investor, against payment by the Investor of an amount in cash equal to the Principal Amount of the Note, which shall be paid by the Investor to DelMorgan for the benefit of the Company as payment of the DelMorgan Fee. The Company shall register the Note in the Investor's name in the Company's records.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to each Investor the following:

3.1 Due Incorporation, Qualification, etc. The Company (i) is a corporation duly organized, validly existing, and in current standing under the laws of the State of Delaware; (ii) has the power and authority to own, lease, and operate its properties and carry on its business as now conducted; and (iii) is duly qualified, licensed to do business, and in good standing as a foreign corporation in each jurisdiction where the failure to be so qualified or licensed could reasonably be expected to have a material adverse effect on the Company.

3.2 Authority. The execution, delivery, and performance by the Company of each transaction document to be executed by the Company and the consummation of the transactions contemplated hereby (i) are within the power of the Company and (ii) have been, or will be by the Initial Closing, duly authorized by all necessary actions on the part of the Company.

3.3 Enforceability. Each transaction document executed, or to be executed under this Agreement, by the Company has been, or will be upon delivery, duly executed and delivered by the Company and constitutes, or will constitute upon delivery, a legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor represents and warrants to the Company the following:

4.1 Binding Obligation. The Investor has full legal capacity, power, and authority to execute and deliver this Agreement and to perform the Investor's obligations hereunder. This Agreement constitutes a valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

4.2 Securities Law Compliance. The Investor has been advised that the Securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Investor is aware that the Company is under no obligation to effect any such registration with respect to the Securities or to file for or comply with any exemption from registration. The Investor has not been formed solely for the purpose of making this investment and is purchasing the Securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing such Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time. The Investor is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act and shall submit to the Company such further assurances of such status as are reasonably requested by the Company. The principal place of business of the Investor is correctly set forth under the Investor's name on the signature page.

4.3 Access to Information. The Investor acknowledges that the Company has given the Investor access to the corporate records of the Company and to all information in its possession relating to the Company, has made its officers and representatives available for interview by the Investor, and has furnished the Investor with all documents and other information required for the Investor to make an informed decision with respect to the purchase of the Securities.

4.4 Legal and Tax Counsel. The Investor acknowledges that the Company has prepared this Agreement and that the Investor has received no representation from the Company or its current or prospective advisors about the personal tax or other consequences of a purchase of the Securities as contemplated in this Agreement. The Investor has relied on the Investor's own legal and tax counsel to the extent the Investor deems necessary as to all matters and questions concerning the purchase of the Securities and has not relied on any opinion of the Company, its counsel, advisors or accountants. Furthermore, the Investor has obtained, to the extent the Investor deems necessary, the Investor's own professional advice with respect to the risks involved with the purchase of the Securities, and the suitability of the investment in the Securities in light of the Investor's financial condition and investment needs.

4.5 Further Acknowledgments. The Investor acknowledges and is aware of the following:

(a) No state or federal agency has made any finding or determination as to the fairness of the terms of the investment and sale of the Securities, nor has any state or federal agency recommended or endorsed the Securities.

(b) Neither the Company nor any of its officers, directors, employees, agents or advisors or others have, in connection with this investment, indicated that the Company will attain any specified level of profit or loss at any time or consummate any particular transaction at any time, and the Investor has not relied on any such statement made by anyone in making this investment.

(c) No general advertising or solicitation has been employed by the Company or any other person in connection with the sale of the Securities.

ARTICLE V

MISCELLANEOUS

5.1 Assignment; Delegation. Without the prior written consent of the other party, neither of the parties hereto may (i) assign this Agreement or any of its rights under this Agreement, or (ii) delegate any performance under this Agreement; in either case, whether voluntarily or involuntarily, by merger, consolidation, dissolution, change of control, or otherwise. Any purported assignment of rights or delegation of performance in violation of this section will be void.

5.2 Amendments and Waivers. Any amendment to this Agreement must be in writing and identified as an amendment to this Agreement. Any amendment to this Agreement requires the consent of the Company and the Investor. Any waiver of a right of the Company requires the written consent of the Company, and any waiver of a right of the Investors requires the written consent of the Investor. A party may waive a provision on such party's own behalf, without the consent of any other party.

5.3 Entire Agreement. This Agreement and the Note constitute the entire and final agreement between the parties. They are the complete and exclusive expression of the parties' agreement with respect to the subject matters hereof and thereof. They supersede all prior negotiations, term sheets, and other agreements, either oral or in writing, between the parties with respect to the subject matters hereof and thereof. No provisions of this Agreement and the agreements, documents, exhibits, and instruments referenced herein may be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied on any statement, representation, warranty, or agreement of any other person except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

5.4 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired, and (ii) the parties shall negotiate in good faith so as to replace each such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that will, in effect, from an economic viewpoint, most nearly and fairly achieve the effect of the invalid, illegal, or unenforceable provision and the intent of the parties in entering into this Agreement.

5.5 Headings. The descriptive headings of the articles, sections, and subsections of this Agreement are for convenience of reference only. They do not constitute a part of this Agreement and do not affect this Agreement's construction or interpretation.

5.6 Survival. The representations, warranties, covenants, and agreements made herein survive the execution and delivery of this Agreement and each Closing.

5.7 Successors and Assigns. This Agreement binds and benefits the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns.

5.8 Notices. To be effective, any notice, consent, or communication required or permitted to be given in connection with this Agreement must be in writing and personally delivered or sent by messenger, fax, overnight courier, or certified mail and when to the Company, addressed to the principal office of the Company, to the attention of the president, or, in the case of the Investor, to the Investor's address indicated on the Investor's signature page. All notices, consents, and communications are deemed delivered and received by the receiving party (i) if personally delivered or delivered by messenger, on the date of delivery or on the date delivery was refused, (ii) if delivered by fax transmission, upon receipt of fax confirmation of the party transmitting such fax, or (iii) if delivered by overnight courier or certified mail, on the date of delivery as established by the return receipt, courier service confirmation, or similar documentation (or the date on which the courier or postal service, as the case may be, confirms that acceptance of delivery was refused or undeliverable).

5.9 Governing Law. The laws of the state of California govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement, without giving effect to such state's conflicts of law principles or rules of construction concerning the drafter hereof.

5.10 Counterparts. If the parties sign this Agreement in counterparts, each counterpart constitutes an original, and all counterparts, collectively, constitute only one agreement. The signatures of all the parties need not appear on the same counterpart, and delivery of a signed counterpart signature page by fax or other electronic transmission is as effective as signing and delivering an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties hereby enter into this Agreement as of the date in the caption of this Agreement.

THE INVESTOR	**THE COMPANY**
	bBOOTH, INC.
(Name as it should appear on the Note)	
By:_____	By:_____
Name:	Name:_____
Title: Trustee	Title:_____
Address:	Address: 1157 N. Highland Ave. Suite C
City, State ZIP:	City, State: Hollywood, CA 90038
Tax ID Number:	Tax ID Number: 46-1669753

PRINCIPAL AMOUNT: US$125,000.00

EXHIBIT A

FORM OF NOTE

NOTE PAYABLE

US$125,000.00 **Date: March 27, 2015**

For value received, the undersigned bBooth, Inc. (the "Borrower"), located at 1157 North Highland Avenue, Suite C, Hollywood, California 90038, promises to pay to the order of The _____ (the "Lender") at 3501 Jamboree Road, Suite 100, Newport Beach, California 92660 (or at such other place as the Lender may designate in writing) the sum of US$125,000.00 plus interest.

I. TERMS OF REPAYMENT

a. Principal Amount

The initial principal amount of this Note is one hundred twenty-five thousand U.S. dollars (US$125,000.00) (the "Initial Principal Amount"). The "Principal Amount" shall be the Initial Principal Amount, less any amounts paid in principal, plus any amounts of accrued interest not paid in cash when due.

b. Prepayment of Principal

The Borrower reserves the right to prepay this Note (in whole or in part) at any time with no prepayment penalty. All payments on this Note shall be applied first in payment of accrued interest, and any remainder in payment of principal.

c. Maturity Date

The remaining unpaid principal balance, along with any accrued interest, shall be due and payable in full upon the "Maturity Date," which is the earlier to occur of (i) the date when the Borrower consummates a "Transaction" (as such term is defined in the engagement agreement between the Borrower and DelMorgan Group LLC and its affiliates attached hereto (the "DelMorgan Engagement Agreement")) and (ii) March 20, 2017.

d. Interest Payments

Interest shall be payable on this Note at an annual rate of 12%, payable monthly, beginning on April 20, 2015 and continuing on the 20th day of each subsequent month (the "Due Date") until the Maturity Date. By way of example, if the Initial Principal Balance is US$125,000.00, 100% of the interest is paid on time and there are no prepayments of principal, then the interest payments will be US$1,250.00 per month.

e. Late Fee

The Borrower promises to pay a late charge of US$500.00 for each installment that remains unpaid more than fifteen (15) days after its due date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty. Payment of such late charge shall, under no circumstances, be construed to cure any default arising from or relating to such late payment.

f. Acceleration of Debt

If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

II. COLLECTION COSTS

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

III. DEFAULT

If any of the following events of default occurs (an "Event of Default"), this Note and any other obligations of the Borrower to the Lender shall become due immediately, without demand or notice:

A) The failure of the Borrower to pay the principal and accrued interest when due;

B) The liquidation, dissolution, incompetency or death of the Borrower;

C) The filing of bankruptcy proceedings involving the Borrower as a debtor;

D) The application for the appointment of a receiver for the Borrower;

E) The making of a general assignment for the benefit of the Borrower's creditors;

F) The insolvency of the Borrower;

G) A misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit; or

H) The sale of a material portion of the business or assets of the Borrower.

IV. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

V. MISCELLANEOUS

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this Note.

No delay in enforcing any right of the Lender under this Note, or assignment by the Lender of this Note, or failure to accelerate the debt evidenced hereby by reason of default in the payment of a monthly installment or the acceptance of a past-due installment shall be construed as a waiver of the right of the Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to the Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.
This Note may not be amended without the prior written approval of the holder.

VI. GOVERNING LAW

This Note shall be governed and construed in accordance with the laws of the State of California, without regard to choice of laws provisions. All lawsuits, hearings, arbitration or other proceedings shall take place in federal or state court located in the City of Los Angeles, Los Angeles County, State of California. The parties irrevocably waive any objections they may have based on improper venue or inconvenient forum in any such court located in the City of Los Angeles, Los Angeles County, State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Note has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this ___ day of _____, ____, at _____, _____.

BORROWER:

bBooth, Inc.

By:

Name:

Title:

Agreed and Accepted this ___ day of _____, 2015.

LENDER:

_____

By:

Name: _____

Title:

ATTACHMENT

The DelMorgan Engagement Agreement

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.: WC-2015-03-20- **Number of Warrants:**

This is to certify that, for value received, *[insert holder name],* of *[insert holder address]* (the "**Holder**"), is the registered holder of *[insert number of warrants]* **()** 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 $0.10 per Share at any time prior to 5:00 p.m. (Pacific time) on March 20, 2018, subject to the Company's Right of Call as defined in the Terms and Conditions (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 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 20th day of March, 2015.

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 $0.10 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 March 20, 2015;

(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 March 20, 2018;

(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;

(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 California. 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.

(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.
1157 North Highland Avenue, Suite C
Hollywood, CA 90037
Attn:Rory J. Cutaia
Email:rory@bbooth.com

with a copy (which will not constitute notice) to:

Clark Wilson LLP
Barristers and Solicitors
900 – 885 West Georgia Street
Vancouver, BC V6C 3H1
Attn: Virgil Hlus
Fax: 604.687.6314

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 cheque 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.

(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 Section4.7, 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. **WAIVER OF CERTAIN RIGHTS**

The Holder, as part of the consideration for the issue of the Warrants, waives and will not have any right, cause of action or remedy now or hereafter in any jurisdiction against any past, present or future incorporator, shareholder, director or officer of the Company for the issue of Warrant Shares pursuant to the exercise of any Warrant, or on any covenant, agreement, representation or warranty by the Company herein contained or contained in the Warrant Certificate.

6. **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.

7. **TIME OF ESSENCE**

Time will be of the essence hereof.

8. **SUCCESSORS**

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

9. **WARRANTS NOT TRANSFERABLE**

None of the Warrants, nor any rights attached to any of them, are transferable.

APPENDIX B

SUBSCRIPTION FORM

TO: bBooth, Inc.
1157 North Highland Avenue, Suite C
Hollywood, CA 90038

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 $0.10 per Share, in which case this Subscription Form is accompanied by a certified cheque 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 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, Inc. Engages DelMorgan & Co. as Financial Advisor

Hollywood, CA – March 26, 2015 –b**Booth,** Inc. (OTCQB: BBTH) announced today that it has engagedDelMorgan & Co., an internationally recognized investment banking firm, as its financial advisor to consult b**Booth** on potential strategic growth opportunities, which may include raising debt or equity capital, as well as strategic acquisitions, joint ventures and partnerships among other initiatives, with the goal of increasing shareholder value.

"We are pleased to be working with DelMorgan," stated b**Booth** CEO Rory J. Cutaia. "We're confident that their experience in raising capital and analyzing, structuring and financing acquisition opportunities will help accelerate the growth of our company and could significantly enhance shareholder value."

Rob Delgado, Chairman of DelMorgan & Co., continued, "b**Booth** is at the forefront of a new, rapidly developing movement, where music, social media, and technology intersect. Our goal is to help ensure that capital and strategic alliances are available as they continue to execute their exciting and potentially disruptive business plans."

Neil Morganbesser, President & CEO of DelMorgan, added, "We are always excited to work with companies like b**Booth** that are in the process of transforming an entire industry and empowering consumers. We have been very impressed with the way the company's app and kiosk can provide widely distributed professional recording studio-quality opportunities for a variety of entertainment applications, and we are excited to be part of the next stage of b**Booth**'s growth and evolution."

b**Booth** has not made any decision to enter into any particular transaction and there can be no assurance that b**Booth** will enter into any transaction in the future.

About b**Booth**
b**Booth** (OTCQB: BBTH; CUSIP number: 07331L 108)**,** *The Talent Discovery Company*, is defining a new category. Through the combination of its new mobile app **kord**, and its experiential mall-based video recording kiosks, b**Booth** is the new platform for content creation and distribution, artist promotion, fan engagement and talent discovery. For more information on b**Booth** and **kord**, visit www.b**Booth**.com.

About DelMorgan & Co.

DelMorgan & Co. is an internationally recognized investment bank and financial advisor. With over 150 years of combined experience and over $250 billion in successfully completed transactions, the professionals at DelMorgan & Co. provide world-class financial advice and assistance to companies, institutions, governments and individuals around the world.

For media inquiries, please contact:
Jaymie Scotto & Associates
+1 866.695.3629
pr@jaymiescotto.com

For investor inquiries, please contact:
Rory J. Cutaia
President & CEO
b**Booth**, Inc.
+1 855.250.2300
rory@bBooth.com

For inquiries about DelMorgan, please contact:
Rob Delgado / Neil Morganbesser
Chairman / President & CEO
DelMorgan & Co.
+1 310.319.2000
inquiries@delmorganco.com

Disclaimer for Forward-Looking Information:

*This news release contains certain "forward-looking information" within the meaning of applicable securities law. Forward-looking information is frequently characterized by words such as "plan", "expect", "project", "intend", "believe", "anticipate", "estimate" and other similar words, or statements that certain events or conditions "may" occur. Forward-looking information in this press release includes, but is not limited to, statements regarding: (i) potential growth opportunities bBooth may pursue, and how DelMorgan & Co. ("DelMorgan") will be able to assist with same; (ii) management's confidence that working with DelMorgan will help accelerate the growth of b**Booth** and significantly enhance shareholder value; and (iii) b**Booth** being in the process of transforming an entire industry and empowering consumers. Although management believes that the expectations reflected in the forward-looking information are reasonable, there can be no assurance that such expectations will prove to be correct. Such forward-looking statements are subject to risks and uncertainties that may cause actual results, performance or developments to differ materially from those contained in the statements including, without limitation, that: (i) b**Booth**, both independently and with DelMorgan, may be unable to identify appropriate growth opportunities to pursue; (ii) any potential transactions identified may not be completed; (iii) even if suitable growth opportunities are identified and completed, they may not increase shareholder value as expected, and could even have a negative effect on bBooth's operations and financial condition; and (iv) as an early-stage company, b**Booth** may be unable to raise the additional financing needed to pursue its growth and business development plans. These forward-looking statements are made as of the date of this news release and, except as required by applicable laws, b**Booth** assumes no obligation to update these forward-looking statements or to update the reason why actual results may differ from those anticipated in the forward-looking statements. Additional information about b**Booth** and these and other assumptions, risks and uncertainties are available in b**Booth**'s public filings with the Securities and Exchange Commission under its profile on EDGAR at www.sec.gov.*

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