

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): January 28, 2016

**bBooth, Inc.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction of incorporation)

**000-55314**

(Commission File Number)

**90-1118043**

(IRS Employer Identification No.) [CORRECTED]

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

(Address of principal executive offices)

**90069**

(Zip Code)

**(855) 250-2300**

(Registrant's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## GENERAL NOTE

As used in this current report, the terms the “we,” “us,” and “our” refer to our company, bBooth, Inc. and unless otherwise specified, all dollar amounts are expressed in United States dollars and all references to “common shares” refer to common shares in our capital stock.

This current report contains summaries of the material terms of various agreements executed in connection with the transactions described herein. The summaries of these agreements are subject to, and are qualified in their entirety by, reference to these agreements, all of which are incorporated herein by reference.

This current report responds to the following items on Form 8-K:

Item 1.01 Entry Into A Material Definitive Agreement  
Item 5.02 Departure of Certain Officers  
Item 8.01 Other Events  
Item 9.01 Financial Statements and Exhibits

### ITEM 1.01 ENTRY INTO DEFINITIVE MATERIAL AGREEMENT

#### Stock Repurchase Transaction

Effective January 28, 2016, we entered into stock repurchase agreements with three former employees/consultants, (collectively the “Sellers”) to acquire a total of 9,011,324 shares (the “Shares”) of the Company’s common stock (the “Stock Repurchase Agreements”). Pursuant to the Stock Repurchase Agreements, the Company has the right, but only a conditional obligation (discussed below) to purchase the shares from the Sellers at a price of \$0.02 per share (the “Sale Price”) on or before the Closing Date as defined therein which is April 15, 2016.

The stated purpose for us to enter into the Stock Repurchase Agreements and the condition precedent to our obligation to close the transaction is set forth therein, which reads in relevant as follows:

#### 1. CONDITION PRECEDENT AND STOCKHOLDER [SELLER] ACKNOWLEDGEMENT

Stockholder [Seller] acknowledges the following:

a) that the Shares are restricted from resale, absent an appropriate exemption, pursuant to SCHEDULE D of that certain share exchange agreement dated August 11, 2014 among Global System Designs, Inc. and bBooth, Inc. and the then existing shareholders of bBooth, Inc., including the Stockholder [Seller].

b) that the Company is desirous of raising capital to fund its operations;

c) that the purchase of the Shares is for the purpose of retiring or cancelling the Shares in order to off-set the dilutive impact of an equity capital raise and associated issuance of new shares that would otherwise occur due to the current price of the Company’s securities on the OTCQB operated by the OTC Markets Group, Inc. (the “OTCQB”);

\* \* \*

g) that the Company’s ability to consummate the share repurchase contemplated herein is based entirely on its ability to close a financing on terms acceptable to the Company on or before the Closing Date. In the event the Company is unable to close a financing on terms acceptable to the Company, including the ability to sell the Company’s shares in a private placement transaction at a share price greater than the Sale Price, the Company may, at its sole and exclusive option and in its sole discretion, terminate this Agreement upon due notice to Stockholder, after which neither party shall have any further obligation to the other arising from this Agreement.

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

As part of our focus on the commercialization our NOTIFI 'push-to-screen' technology, we are continuing to implement certain changes among our management team. Accordingly, we have accepted the resignation of Kim Watson, EVP Artist Relations and Strategic Initiatives, effective February 15, 2016. However, Mr. Watson will continue his association with the Company through his new role as a member of the our Advisory Board. No personnel changes were the result of any disagreement with us.

**ITEM 8.01 OTHER EVENTS**

**NOTIFI Update**

We have finalized the terms of an agreement to begin a wide-scale test of our NOTIFI push-to-screen technology for a large network marketing company that has approximately 1.5 million active distributors in 50 countries. This test represents an expansion of preliminary testing that began in November 2015. Upon successful completion of the test, we anticipate entering into negotiations for a commercial licensing agreement encompassing all active distributors on terms to be determined.

We continue to focus our business development and marketing efforts for our NOTIFI product on large scale commercial users, which tend to have longer sales cycles, and with whom we are in various stages of negotiations and/or due diligence.

**bBooth Operations**

We have determined that we will focus our resources on our NOTIFI product and associated licensing initiatives and discontinue our mall-based booth operations which are capital intensive and have yet to reach the level of profitability required by our management to justify a further and additional allocation of resources at this time.

**Rebranding**

In order to demonstrate our commitment to our NOTIFI technology licensing initiatives, and to better support and position our company in the marketplace, management has determined that they will explore a rebranding of our company, which may include, among other things, a corporate name change as well as a OTCQB symbol change.

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS**

[EX-10.1 FORM OF STOCK REPURCHASE AGREEMENTS](#)

**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: February 16, 2016

/s/ Rory J. Cutaia

**bBOOTH, INC.**

By: "*Rory J. Cutaia*"

Name: Rory J. Cutaia

Title: Chairman and Chief Executive Officer

## Stock Repurchase Agreement

This Stock Repurchase Agreement is entered into as of this January 28, 2016, by and between bBooth, Inc., located at 901 Hancock Ave, Unit 308, West Hollywood, California, 90069 (the "Company"), and [redacted for publication] (the "Stockholder").

WHEREAS, Stockholder owns 611,324 shares of Common Stock of the Company (the "Shares") and the Company is willing to repurchase the Shares for the Repurchase Amount (as defined below) upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the Stockholder and the Company agree as follows:

### 1. REPURCHASE AND PAYMENT

#### a. Repurchase and Sale of the Shares

On the terms and subject to the conditions precedent set forth in this Agreement, the Company agrees to purchase from the Stockholder and the Stockholder agrees to sell, transfer, convey and deliver to the Company the Shares at a price equal to \$0.02 per share (the "Sale Price") on or before April 15, 2016 (the "Closing Date").

#### b. Payment for the Shares

The total purchase price for the Shares shall be \$12,226.48 [Twelve Thousand Two- Hundred Twenty-Six Dollars and Forty-Eight Cents] (the "Repurchase Amount"). Upon receipt of the Repurchase Amount, the Stockholder: (i) irrevocably appoints any officer, employee or agent of the Company as its attorney-in-fact to take such actions as are required to cancel or transfer the Shares on the books of the Company with full power of substitution; (ii) will deliver to the Company an executed power of stock attorney medallion signature guarantee for cancellation or transfer of the Shares; and (iii) will execute such further and other documents and do and perform such further and other acts as the Company may reasonably require to carry out and give effect to the terms and intention of this Agreement.

### 2. REPRESENTATIONS AND WARRANTIES

#### Representations and Warranties of the Stockholder

The Stockholder represents and warrants to the Company as follows:

**a. Power and Authority**

The Stockholder has the power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby.

**b. Validity and Enforceability**

This Agreement and all other instruments or documents executed by the Stockholder in connection herewith have been duly executed by the Stockholder, and constitute legal, valid and binding obligations of the Stockholder, enforceable in accordance with their respective terms.

**c. No Encumbrances**

The Stockholder is the owner of record of all right, title and interest (legal and beneficial), free and clear of all liens, in and to the Shares. Upon delivery of certificates representing the Shares to be sold by the Stockholder to the Company hereunder and payment therefor pursuant to this Agreement, good, valid and marketable title to such Shares, free and clear of all liens, encumbrances, equities, claims, liabilities or obligations, whether absolute, accrued, contingent or otherwise, will be transferred to the Company.

**d. Knowledge and Access**

The Stockholder has such knowledge and experience in financial and business matters and has been furnished access to such information and documents concerning the Company that it is capable of evaluating the merits and risks of accepting the Repurchase Amount in exchange for the Shares and the other terms and conditions of this Agreement. The Stockholder has had an opportunity to ask questions and receive answers concerning the terms and conditions of this repurchase and to obtain additional information regarding the Company's plans and future prospects.

**e. Accredited Investor Status**

The Stockholder is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended.

**3. CONDITION PRECEDENT AND STOCKHOLDER ACKNOWLEDGEMENT**

Stockholder acknowledges the following:

- a) that the Shares are restricted from resale, absent an appropriate exemption, pursuant to SCHEDULE D of that certain share exchange agreement dated August

11, 2014 among Global System Designs, Inc. and bBooth, Inc. and the then existing shareholders of bBooth, Inc., including the Stockholder.

- b) that the Company is desirous of raising capital to fund its operations;
- c) that the purchase of the Shares is for the purpose of retiring or cancelling the Shares in order to off-set the dilutive impact of an equity capital raise and associated issuance of new shares that would otherwise occur due to the current price of the Company's securities on the OTCQB operated by the OTC Markets Group, Inc. (the "OTCQB");
- d) that the Sale Price as set forth in Section 1(a) above as mutually agreed between the Parties, reflects an approximate 50% discount of the market price as mutually determined by the Parties after due consideration of the volume weighted average price ("VWAP") of the Company's securities under trading symbol BBTH on the OTCQB over the past 30 days, as well as such other and different factors, including the Company's business and operations over the same period of time;
- e) that following the execution of a Confidentiality Agreement pursuant to the U.S. Securities and Exchange Commission's Regulation FD, the Company through its officers and directors disclosed to Stockholder on a confidential basis, all material public and non-public information concerning the Company's prospects and opportunities, financial and otherwise, and that the Stockholder has had an opportunity to ask questions and receive answers concerning such confidential information and to obtain additional information regarding the Company's plans and future prospects believed by the Company's officers and directors in good faith to be complete and accurate as of the date hereof;
- f) that the material public and non-public information concerning the Company's prospects and opportunities, financial and otherwise, disclosed to Stockholder by the Company's officers and directors upon which Stockholder may be making its decision to enter into this transaction, will likely change between the date Stockholder enters into this Agreement and the Closing Date, and Stockholder expressly acknowledges, agrees to, and accepts that neither the Company nor any of its officers and directors makes any representation, or assumes any obligation, and explicitly rejects any obligation to Stockholder, to provide Stockholder with any updates to such information prior to the Closing Date; and



**g) that the Company's ability to consummate the share repurchase contemplated herein is based entirely on its ability to close a financing on terms acceptable to the Company on or before the Closing Date. In the event the Company is unable to close a financing on terms acceptable to the Company, including the ability to sell the Company's shares in a private placement transaction at a share price greater than the Sale Price, the Company may, at its sole and exclusive option and in its sole discretion, terminate this Agreement upon due notice to Stockholder, after which neither party shall have any further obligation to the other arising from this Agreement.**

#### **4. Representations and Warranties of the Company**

The Company represents and warrants to the Stockholder as follows:

##### **a. Power and Authority**

The Company has the power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby, and that the share repurchase contemplated herein and associated terms and conditions has been approved by the Company's Board of Directors.

##### **b. Organization and Qualification**

The Company is incorporated, duly organized, validly existing and in good standing under the laws of the State of Nevada.

##### **c. Validity and Enforceability**

This Agreement and all other instruments or documents executed by the Company in connection herewith have been duly executed by the Company, and constitute legal, valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity (whether considered in an action at law or in equity).

#### **5. MISCELLANEOUS**

##### **a) Notices**

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt

requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**b) Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

**c) Entire Agreement**

This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties regarding the repurchase by the Company of the Shares. If this Agreement expires or is terminated for any reason without Company having repurchased the Shares hereunder, Stockholder shall retain the same right, title and interest in and to the Shares as Stockholder possessed immediately before entering into this Agreement.

**d) Amendment**

This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**e) Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**f) Governing Law**

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada. Any legal action arising out of or relating to this Agreement will be tried in the state or federal courts located in Los Angeles County, California. The prevailing party in any such action shall be awarded its costs and fees incurred therein including, but not limited to, its reasonable attorneys' fees.

**g) Signatures**

This Agreement shall be signed by the Stockholder, [redacted for publication], and by Rory J. Cutaia, CEO of the Company.

#### **h) Counterparts**

This Agreement may be executed in separate counterparts, either of which, when so executed, shall be deemed to be an original and both of which, when taken together, shall constitute but one and the same agreement.

#### **i) Survival**

The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, notwithstanding any investigation made by either party.

#### **j) Further Assurances**

Each party shall at any time and from time to time after the date hereof take whatever actions the other party or its affiliates or agents reasonably request to effectuate, record, evidence or perfect its transfer of the Shares to the Company pursuant to this Agreement or to otherwise effectuate or consummate any of the transactions contemplated hereby, including appropriate notice to the Escrow Agent for the release of the Shares contemplated herein.

**k) Termination of Rights as the Stockholder.** Upon payment of the Repurchase Amount, the Shares shall cease to be outstanding for any and all purposes, and the Stockholder shall no longer have any rights as a holder of the Shares, including any rights that the Stockholder may have had under the Company's Certificate of Incorporation or otherwise.

**l) Withholding Rights.** The Company shall be entitled to deduct and withhold from the Repurchase Amount such amounts as it may be required to deduct and withhold with respect to the making of such payment under the U.S. Internal Revenue Code of 1986, as amended, or any provision of foreign, state or local tax law. To the extent that amounts are so withheld by the Company, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Stockholder.

**m) No Future Participation.** The Stockholder acknowledges that the Stockholder will have no future participation in any Company gains, losses, profits or distributions with respect to the Shares. If the Shares increase in value by any means, or if the Company's equity becomes freely tradable and increases in value, the Stockholder acknowledges that the Stockholder is voluntarily forfeiting any opportunity to share in any resulting increase in value from the Shares.

- n) Tax Matters.** The Stockholder has had an opportunity to review with the Stockholder's tax advisers the federal, state, local and foreign tax consequences of the repurchase of the Shares and the transactions contemplated by this Agreement. The Stockholder is relying solely on such advisers and not on any statements or representations of the Company or any of its agents. The Stockholder understands that the Stockholder (and not the Company) shall be responsible for the Stockholder's tax liability and any related interest and penalties associated therewith that may arise as a result of the transactions contemplated by this Agreement.
- o) Independent Legal Advice.** The Company has obtained legal advice concerning this Agreement and has requested that the Stockholder obtain independent legal advice with respect to same before executing this Agreement. In executing this Agreement, the Stockholder represents and warrants to the Company that he has been advised to obtain independent legal advice, and that, prior to the execution of this Agreement he has obtained independent legal advice or has, in his discretion, knowingly and willingly elected not to do so.
- p) Indemnification.** To the full extent permitted under applicable law, the Company will defend, indemnify and hold Stockholder harmless from and against any and all expenses Stockholder actually incurs in connection with the investigation, defense, settlement or appeal of any claim, charge, complaint or cause of action (each of the aforementioned a "Claim") asserted in any threatened or pending lawsuit, arbitration, administrative proceeding, investigation or similar action in which Stockholder becomes involved, as a party or otherwise, by reason of, or relating to, this Agreement (each of the aforementioned a "Proceeding"); provided, however, that Stockholder's right to indemnification hereunder shall not apply to the extent a final judgment or other final adjudication determines that Stockholder incurred particular expenses as a direct result of Claims in which Stockholder's conduct was expressly held to have been: (i) undertaken in bad faith; or (ii) knowingly fraudulent. This indemnification provision shall not be deemed exclusive of any other rights to which Stockholder may be entitled under any provision of applicable law, the Company's Certificate of Incorporation, the Company's Bylaws, or other agreements, both as to actions taken in Stockholder's official capacity and actions taken as an agent of the Company. The Company's indemnification obligations under this Agreement are in addition to, and not in place of, any obligation the Company had under Stockholder's previous employment agreement to the extent such rights survived the termination of Stockholder's employment by the Company. The Company's indemnification obligations under this Agreement shall be binding on the Company and its successors and assigns, and will survive the termination of this Agreement and the termination of Stockholder's status as a shareholder in the Company.

**q) Stockholder's Release of Company.** Except for such Stockholder rights and Company obligations as are expressly created or preserved by this Agreement, upon Stockholder's timely receipt of the Repurchase Amount, the Stockholder, together with the Stockholder's heirs, executors, administrators, and assigns, does hereby remise, release and forever discharge the Company, its directors, officers, shareholders, employees and agents, and their respective successors and assigns, of and from all claims, causes of action, suits and demands whatsoever which the Stockholders ever had, now has or may have, howsoever arising out of the original grant and the retirement of the Shares.

**r) Company's Release of Stockholder.** Except for such Company rights and Stockholder obligations as are expressly created or preserved by this Agreement, upon Stockholder's timely delivery of certificates representing the Shares, the Company, together with its current and former directors, officers and employees and its assigns, does hereby remise, release and forever discharge the Stockholder and his heirs, executors and administrators, and their respective successors and assigns, of and from all claims, causes of action, suits and demands whatsoever which the Company ever had, now has or may have, howsoever arising out of the original grant and the retirement of the Shares

[SIGNATURE PAGE FOLLOWS]

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

**bBOOTH, INC.**

By its authorized signatory:



Name: Rory J. Cutaia

Position: CEO and Duly Authorized Member of the Board of Directors

Address:

901 Hancock Ave, Suite 308

West Hollywood, California

USA 90069

Attn: Jimmy Geiskopf

email: jimmy@bbooth.com

[redacted for publication]

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**Name:** [redacted for publication]

# Stock Repurchase Agreement

This Stock Repurchase Agreement is entered into as of this January 20, 2016, by and between bBooth, Inc., located at 901 Hancock Ave, Unit 308, West Hollywood, California, 90069 (the "Company"), [redacted for publication] (the "Stockholder").

WHEREAS, Stockholder owns 7,200,000 shares of Common Stock of the Company (the "Shares") and the Company is willing to repurchase the Shares for the Repurchase Amount (as defined below) upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the Stockholder and the Company agree as follows:

## 1. REPURCHASE AND PAYMENT

### a. Repurchase and Sale of Shares

On the terms and subject to the conditions precedent set forth in this Agreement, the Company agrees to purchase from the Stockholder and the Stockholder agrees to sell, transfer, convey and deliver to the Company the Shares at a price equal to \$0.02 per share (the "Sale Price") on or before April 15, 2016 (the "Closing Date").

### b. Payment for Shares

The total purchase price for the Shares shall be \$144,000.00 [One Hundred Forty- Four Thousand Dollars] (the "Repurchase Amount"). Upon receipt of the Repurchase Amount, the Stockholder: (i) irrevocably appoints any officer, employee or agent of the Company as its attorney to cancel or transfer the Shares on the books of the Company with full power of substitution; (ii) will deliver to the Company an executed power of stock attorney medallion guaranteed for cancellation or transfer of the Shares; and (iii) will execute such further and other document and do and perform such further and other acts as the other party may reasonably require to carry out and give effect to the terms and intention of this Agreement.

## 2. REPRESENTATIONS AND WARRANTIES

### Representations and Warranties of the Stockholder

The Stockholder represents and warrants to the Company as follows:

**a. Power and Authority**

The Stockholder has the power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby.

**b. Validity and Enforceability**

This Agreement and all other instruments or documents executed by the Stockholder in connection herewith have been duly executed by the Stockholder, and constitute legal, valid and binding obligations of the Stockholder, enforceable in accordance with their respective terms.

**c. No Encumbrances**

The Stockholder is the owner of record of all right, title and interest (legal and beneficial), free and clear of all liens, in and to the Shares. Upon delivery of certificates representing the Shares to be sold by the Stockholder to the Company hereunder and payment therefor pursuant to this Agreement, good, valid and marketable title to such Shares, free and clear of all liens, encumbrances, equities, claims, liabilities or obligations, whether absolute, accrued, contingent or otherwise, will be transferred to the Company.

**d. Knowledge and Access**

The Stockholder has such knowledge and experience in financial and business matters and has been furnished access to such information and documents concerning the Company that it is capable of evaluating the merits and risks of accepting the Repurchase Amount in exchange for the Shares and the other terms and conditions of this Agreement. The Stockholder has had an opportunity to ask questions and receive answers concerning the terms and conditions of this repurchase and to obtain additional information regarding the Company's plans and future prospects.

**e. Accredited Investor Status**

The Stockholder is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended.

**3. CONDITION PRECEDENT AND STOCKHOLDER ACKNOWLEDGEMENT**

Stockholder acknowledges the following:

- a) that the Shares are restricted from resale, absent an appropriate exemption, pursuant to SCHEDULE D of that certain share exchange agreement dated August



11, 2014 among Global System Designs, Inc. and bBooth, Inc. and the then existing shareholders of the bBooth, Inc., including the Stockholder.

- b) that the Company is desirous of raising capital to fund its operations;
- c) that the purchase of the Shares is for the purpose of retiring or cancelling the Shares in order to off-set the dilutive impact of an equity capital raise and associated issuance of new shares that would otherwise occur due to the current price of the Company's securities on the OTCQB operated by the OTC Markets Group, Inc. (the "OTCQB");
- d) **that the Sale Price as set forth in Section 1(a) above as mutually agreed between the Parties, reflects an approximate 50% discount of the market price as mutually determined by the Parties after due consideration of the volume weighted average price ("VWAP") of the Company's securities under trading symbol BBTH on the OTCQB over the past 30 days, as well as such other and different factors, including the Company's business and operations over the same period of time;**
- e) **that following the execution of a Confidentiality Agreement pursuant to the U.S. Securities and Exchange Commission's Regulation FD, the Company through its officers and directors disclosed to Stockholder on a confidential basis, all material public and non-public information concerning the Company's prospects and opportunities, financial and otherwise, and that the Stockholder has had an opportunity to ask questions and receive answers concerning such confidential information and to obtain additional information regarding the Company's plans and future prospects believed by the Company's officers and directors in good faith to be complete and accurate as of the date hereof;**
- f) **that the material public and non-public information concerning the Company's prospects and opportunities, financial and otherwise, disclosed to Stockholder by the Company's officers and directors upon which Stockholder may be making its decision to enter into this transaction, will likely change between the date Stockholder enters into this Agreement and the Closing Date, and Stockholder expressly acknowledges, agrees to, and accepts that neither the Company nor any of its officers and directors makes any representation, or assumes any obligation, and explicitly rejects any obligation to Stockholder, to provide Stockholder with any updates to such information prior to the Closing Date; and**

**g) that the Company's ability to consummate the share repurchase contemplated herein is based entirely on its ability to close a financing on terms acceptable to the Company on or before the Closing Date. In the event the Company is unable to close a financing on terms acceptable to the Company, including the ability to sell the Company's shares in a private placement transaction at a share price greater than the Sale Price, the Company may, at its sole and exclusive option and in its sole discretion, terminate this Agreement upon due notice to Stockholder, after which the Company shall have no further obligation to Stockholder concerning the repurchase of the Shares contemplated herein.**

#### **4. Representations and Warranties of the Company**

The Company represents and warrants to the Stockholder as follows:

##### **a. Power and Authority**

The Company has the power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby, and that the share repurchase contemplated herein and associated terms and conditions has been approved by the Company's Board of Directors.

##### **b. Organization and Qualification**

The Company is incorporated, duly organized, validly existing and in good standing under the laws of the State of Nevada.

##### **c. Validity and Enforceability**

This Agreement and all other instruments or documents executed by the Company in connection herewith have been duly executed by the Company, and constitute legal, valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity (whether considered in an action at law or in equity).

#### **5. MISCELLANEOUS**

##### **a) Notices**

Any notice or communication required or permitted under this Agreement shall be

sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**b) Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

**c) Entire Agreement**

This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**d) Amendment**

This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**e) Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**f) Governing Law**

This Agreement shall be governed by and construed in accordance with the internal laws of the Nevada.

**g) Signatures**

This Agreement shall be signed by the Stockholder, Aaron Meyerson, and by Rory J. Cutaia, CEO of the Company.

**h) Counterparts**

This Agreement may be executed in separate counterparts, either of which, when so executed, shall be deemed to be an original and both of which, when taken together, shall constitute but one and the same agreement.

**i) Survival**

The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, notwithstanding any investigation made by either party.

**j) Further Assurances**

Each party shall at any time and from time to time after the date hereof take whatever actions the other party or its affiliates or agents reasonably request to effectuate, record, evidence or perfect its transfer of the Shares to the Company pursuant to this Agreement or to otherwise effectuate or consummate any of the transactions contemplated hereby, including appropriate notice to the Escrow Agent for the release of the shares contemplated herein.

**k) Termination of Rights as the Stockholder.** Upon payment of the Repurchase Amount, the Shares shall cease to be outstanding for any and all purposes, and the Stockholder shall no longer have any rights as a holder of the Shares, including any rights that the Stockholder may have had under the Company's Certificate of Incorporation or otherwise.

**l) Withholding Rights.** The Company shall be entitled to deduct and withhold from the Repurchase Amount such amounts as it may be required to deduct and withhold with respect to the making of such payment under the U.S. Internal Revenue Code of 1986, as amended, or any provision of foreign, state or local tax law. To the extent that amounts are so withheld by the Company, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Stockholder.

**m) No Future Participation.** The Stockholder acknowledges that the Stockholder will have no future participation in any Company gains, losses, profits or distributions with respect to the Shares. If the Shares increase in value by any means, or if the Company's equity becomes freely tradable and increases in value, the Stockholder acknowledges that the Stockholder is voluntarily forfeiting any opportunity to share in any resulting increase in value from the Shares.

**n) Tax Matters.** The Stockholder has had an opportunity to review with the Stockholder's tax advisers the federal, state, local and foreign tax consequences of the repurchase of the Shares and the transactions contemplated by this Agreement. The Stockholder is relying solely on such advisers and not on any statements or

representations of the Company or any of its agents. The Stockholder understands that the Stockholder (and not the Company) shall be responsible for the Stockholder's tax liability and any related interest and penalties that may arise as a result of the transactions contemplated by this Agreement.

- o) Independent Legal Advice.** The Company has obtained legal advice concerning this Agreement and has requested that the Stockholder obtain independent legal advice with respect to same before executing this Agreement. In executing this Agreement, the Stockholder represents and warrants to the Company that he has been advised to obtain independent legal advice, and that, prior to the execution of this Agreement he has obtained independent legal advice or has, in his discretion, knowingly and willingly elected not to do so.
- p) Release.** The Stockholder, together with the Stockholder's heirs, executors, administrators, and assigns, does hereby remise, release and forever discharge the Company, its directors, officers, shareholders, employees and agents, and their respective successors and assigns, of and from all claims, causes of action, suits and demands whatsoever which the Stockholders ever had, now has or may have, howsoever arising: (i) out of the original grant and the retirement of the Shares, or (ii) in connection with the Stockholder's involvement with the Company as a director and officer, or otherwise.

[signature page follows]

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

**bBOOTH, INC.**

By its authorized signatory:



Name: Rory J. Cutaia

Position: CEO and Duly Authorized Member of the Board of Directors

Address:

901 Hancock Ave, Suite 308  
West Hollywood, California  
USA 90069

Attn: Jimmy Geiskopf  
email: jimmy@bbooth.com

[redacted for publication]

\_\_\_\_\_  
**Name:** [redacted for publication]

# Stock Repurchase Agreement

This Stock Repurchase Agreement is entered into as of this January 20, 2016, by and between bBooth, Inc., located at 901 Hancock Ave, Unit 308, West Hollywood, California, 90069 (the "Company"), and [redacted for publication] (the "Stockholder").

**WHEREAS**, Stockholder owns 1,200,000 shares of Common Stock of the Company (the "Shares") and the Company is willing to repurchase the Shares for the Repurchase Amount (as defined below) upon the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, the Stockholder and the Company agree as follows:

## 1. REPURCHASE AND PAYMENT

### a. Repurchase and Sale of Shares

On the terms and subject to the conditions precedent set forth in this Agreement, the Company agrees to purchase from the Stockholder and the Stockholder agrees to sell, transfer, convey and deliver to the Company the Shares at a price equal to \$0.02 per share (the "Sale Price") on or before April 15, 2016 (the "Closing Date").

### b. Payment for Shares

The total purchase price for the Shares shall be \$24,000 [Twenty-Four Thousand Dollars] (the "Repurchase Amount"). Upon receipt of the Repurchase Amount, the Stockholder: (i) irrevocably appoints any officer, employee or agent of the Company as its attorney to cancel or transfer the Shares on the books of the Company with full power of substitution; (ii) will deliver to the Company an executed power of stock attorney medallion guaranteed for cancellation or transfer of the Shares; and (iii) will execute such further and other document and do and perform such further and other acts as the other party may reasonably require to carry out and give effect to the terms and intention of this Agreement.

## 2. REPRESENTATIONS AND WARRANTIES

### Representations and Warranties of the Stockholder

The Stockholder represents and warrants to the Company as follows:

**a. Power and Authority**

The Stockholder has the power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby.

**b. Validity and Enforceability**

This Agreement and all other instruments or documents executed by the Stockholder in connection herewith have been duly executed by the Stockholder, and constitute legal, valid and binding obligations of the Stockholder, enforceable in accordance with their respective terms.

**c. No Encumbrances**

The Stockholder is the owner of record of all right, title and interest (legal and beneficial), free and clear of all liens, in and to the Shares. Upon delivery of certificates representing the Shares to be sold by the Stockholder to the Company hereunder and payment therefor pursuant to this Agreement, good, valid and marketable title to such Shares, free and clear of all liens, encumbrances, equities, claims, liabilities or obligations, whether absolute, accrued, contingent or otherwise, will be transferred to the Company.

**d. Knowledge and Access**

The Stockholder has such knowledge and experience in financial and business matters and has been furnished access to such information and documents concerning the Company that it is capable of evaluating the merits and risks of accepting the Repurchase Amount in exchange for the Shares and the other terms and conditions of this Agreement. The Stockholder has had an opportunity to ask questions and receive answers concerning the terms and conditions of this repurchase and to obtain additional information regarding the Company's plans and future prospects.

**e. Accredited Investor Status**

The Stockholder is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended.

**3. CONDITION PRECEDENT AND STOCKHOLDER ACKNOWLEDGEMENT**

Stockholder acknowledges the following:

- a) that the Shares are restricted from resale, absent an appropriate exemption .



- b) that the Company is desirous of raising capital to fund its operations;
- c) that the purchase of the Shares is for the purpose of retiring or cancelling the Shares in order to off-set the dilutive impact of an equity capital raise and associated issuance of new shares that would otherwise occur due to the current price of the Company's securities on the OTCQB operated by the OTC Markets Group, Inc. (the "OTCQB");
- d) that the Sale Price as set forth in Section 1(a) above as mutually agreed between the Parties, reflects an approximate 50% discount of the market price as mutually determined by the Parties after due consideration of the volume weighted average price ("VWAP") of the Company's securities under trading symbol BBTH on the OTCQB over the past 30 days, as well as such other and different factors, including the Company's business and operations over the same period of time;
- e) that following the execution of a Confidentiality Agreement pursuant to the U.S. Securities and Exchange Commission's Regulation FD, the Company through its officers and directors disclosed to Stockholder on a confidential basis, all material public and non-public information concerning the Company's prospects and opportunities, financial and otherwise, and that the Stockholder has had an opportunity to ask questions and receive answers concerning such confidential information and to obtain additional information regarding the Company's plans and future prospects believed by the Company's officers and directors in good faith to be complete and accurate as of the date hereof;
- f) that the material public and non-public information concerning the Company's prospects and opportunities, financial and otherwise, disclosed to Stockholder by the Company's officers and directors upon which Stockholder may be making its decision to enter into this transaction, will likely change between the date Stockholder enters into this Agreement and the Closing Date, and Stockholder expressly acknowledges, agrees to, and accepts that neither the Company nor any of its officers and directors makes any representation, or assumes any obligation, and explicitly rejects any obligation to Stockholder, to provide Stockholder with any updates to such information prior to the Closing Date; and
- g) that the Company's ability to consummate the share repurchase contemplated herein is based entirely on its ability to close a financing on terms

acceptable to the Company on or before the Closing Date. In the event the Company is unable to close a financing on terms acceptable to the Company, including the ability to sell the Company's shares in a private placement transaction at a share price greater than the Sale Price, the Company may, at its sole and exclusive option and in its sole discretion, terminate this Agreement upon due notice to Stockholder, after which the Company shall have no further obligation to Stockholder concerning the repurchase of the Shares contemplated herein.

#### **4. Representations and Warranties of the Company**

The Company represents and warrants to the Stockholder as follows:

##### **a. Power and Authority**

The Company has the power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby, and that the share repurchase contemplated herein and associated terms and conditions has been approved by the Company's Board of Directors.

##### **b. Organization and Qualification**

The Company is incorporated, duly organized, validly existing and in good standing under the laws of the State of Nevada.

##### **c. Validity and Enforceability**

This Agreement and all other instruments or documents executed by the Company in connection herewith have been duly executed by the Company, and constitute legal, valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity (whether considered in an action at law or in equity).

#### **5. MISCELLANEOUS**

##### **a) Notices**

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**b) Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

**c) Entire Agreement**

This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**d) Amendment**

This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**e) Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**f) Governing Law**

This Agreement shall be governed by and construed in accordance with the internal laws of the Nevada.

**g) Signatures**

This Agreement shall be signed by the Stockholder, [redacted for publication] and by Rory J. Cutaia, CEO of the Company.

**h) Counterparts**

This Agreement may be executed in separate counterparts, either of which, when so executed, shall be deemed to be an original and both of which, when taken together, shall constitute but one and the same agreement.

**i) Survival**

The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, notwithstanding any investigation made by either party.

**j) Further Assurances**

Each party shall at any time and from time to time after the date hereof take whatever actions the other party or its affiliates or agents reasonably request to effectuate, record, evidence or perfect its transfer of the Shares to the Company pursuant to this Agreement or to otherwise effectuate or consummate any of the transactions contemplated hereby, including appropriate notice to the Escrow Agent for the release of the shares contemplated herein.

**k) Termination of Rights as the Stockholder.** Upon payment of the Repurchase Amount, the Shares shall cease to be outstanding for any and all purposes, and the Stockholder shall no longer have any rights as a holder of the Shares, including any rights that the Stockholder may have had under the Company's Certificate of Incorporation or otherwise.

**l) Withholding Rights.** The Company shall be entitled to deduct and withhold from the Repurchase Amount such amounts as it may be required to deduct and withhold with respect to the making of such payment under the U.S. Internal Revenue Code of 1986, as amended, or any provision of foreign, state or local tax law. To the extent that amounts are so withheld by the Company, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Stockholder.

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**n) Tax Matters.** The Stockholder has had an opportunity to review with the Stockholder's tax advisers the federal, state, local and foreign tax consequences of the repurchase of the Shares and the transactions contemplated by this Agreement. The Stockholder is relying solely on such advisers and not on any statements or representations of the Company or any of its agents. The Stockholder understands that the Stockholder (and not the Company) shall be responsible for the Stockholder's tax liability and any related interest and penalties that may arise as a result of the transactions contemplated by this Agreement.

**o) Independent Legal Advice.** The Company has obtained legal advice

concerning this Agreement and has requested that the Stockholder obtain independent legal advice with respect to same before executing this Agreement. In executing this Agreement, the Stockholder represents and warrants to the Company that he has been advised to obtain independent legal advice, and that, prior to the execution of this Agreement he has obtained independent legal advice or has, in his discretion, knowingly and willingly elected not to do so.

**p) Release.** The Stockholder, together with the Stockholder's heirs, executors, administrators, and assigns, does hereby remise, release and forever discharge the Company, its directors, officers, shareholders, employees and agents, and their respective successors and assigns, of and from all claims, causes of action, suits and demands whatsoever which the Stockholders ever had, now has or may have, howsoever arising: (i) out of the original grant and the retirement of the Shares, or (ii) in connection with the Stockholder's involvement with the Company as a director and officer, or otherwise.

[signature page follows]

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

**bBOOTH, INC.**

By its authorized signatory:



Name: Rory J. Cutaia

Position: CEO and Duly Authorized Member of the Board of Directors

Address:

901 Hancock Ave, Suite 308

West Hollywood, California

USA 90069

Attn: Jimmy Geiskopf

email: jimmy@bbooth.com

[redacted for publication]

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**Name:** [redacted for publication]