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FIRST AMENDMENT TO
SERIES A PREFERRED RESTRICTED STOCK PURCHASE AGREEMENT
HYPERSCIENCES, INC.

This First Amendment (this "Amendment") to the Series A Preferred Restricted Stock Purchase Agreement (the "***Purchase Agreement***") between HyperSciences, Inc. (the "***Company***") and the purchasers of the Series A Preferred Stock (the "***Stockholders***") (the Company and Stockholders are collectively referred to as the "***Parties***" and individually as a "***Party***") is entered into effective as of the date this Amendment is executed by the Company and the Requisite Holders (as defined below) (the "***Effective Date***").

WHEREAS, the Parties entered into the Purchase Agreement, with the date of the first closing and date of execution by the Company on May 23, 2019, in order to effectuate the purchase by Stockholders of Series A Preferred Stock in the Company.

WHEREAS, the Company entered into that certain Agreement to Allow Conversion and Repayment of Notes dated August 8, 2019 (amended October 9, 2019), which authorizes conversion of certain outstanding convertible notes.

WHEREAS, the Purchase Agreement provided for an offering of Series A Preferred Stock in the amount of $1,250,000, and the Parties desire to increase the Reg. D Offering amount to $3,000,000 in proceeds to the Company (781,250 total shares), with oversubscription up to $3,300,000 (859,375 total shares).

WHEREAS, the Company anticipates (i) paying the principal and accrued interest of certain outstanding convertible notes out of the proceeds of the Reg. D Offering and the (ii) certain holders of other outstanding convertible notes will participate in the amended Reg. D Offering of Series A Preferred Stock by converting the outstanding principal and accrued interest of such convertible notes at a conversion price per share of no lower than $2.88, and the Parties desire to increase the amount of Series A Preferred Stock offered in the Reg. D Offering by an additional 555,000 shares for anticipated conversion of such outstanding principal and accrued interest of such convertible notes, which brings the total amount of Series A Preferred Stock authorized to be sold and issued in the Reg. D Offering to 1,336,250 shares (1,414,375 shares with oversubscription).

WHEREAS, pursuant to Section 4.8 of the Purchase Agreement, the holders of a majority of the outstanding Series A Preferred Stock (or Common Stock issued on conversion thereof) sold in the Reg. D Offering (as such term is defined in the Purchase Agreement) may approve the amendment contemplated herein (the "***Requisite Holders***"), and the Stockholders listed on the signature page below hold a majority of the outstanding Series A Preferred Stock sold in the Reg. D Offering.

NOW THEREFORE, in consideration of the terms and conditions herein, the Company and the Stockholders hereby agree as follows:

1. **Defined Terms**. Unless a term is specifically defined herein, the capitalized terms in this Amendment shall have the meaning assigned to them in the Purchase Agreement.

2. **Amendments to Increase Offering Amount**. Section 1.1.1 of the Purchase Agreement shall be deleted in its entirety and replaced with the following:

> 1.1.1 The Company has already adopted and filed with the Secretary of State of the State of Delaware on or before the Closing (as defined below) the Amended & Restated

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Certificate of Incorporation in substantially the form of **Exhibit B** attached to this Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "***Restated Certificate***"). The Company has sold Series A Preferred Stock in an amount equal $9,209,410.56 in an exempt offering under Regulation A (the "***Reg. A Offering***") and now desires to sell additional Series A Preferred Stock only to accredited investors pursuant to an exemption under Regulation D Rule 506(c) in an amount equal to $3,000,000.00 (781,250 shares), with oversubscription up to $3,300,000 (859,375 shares), plus an additional 555,000 shares of Series A Preferred Stock to certain holders of outstanding convertible notes as full satisfaction of all outstanding principal and interest of such outstanding convertible notes (the "***Reg. D Offering***").

Section 1.2.3 of the Purchase Agreement shall be deleted in its entirety and replaced with the following:

1.2.3 After the Closing, the Company may effect one or more closings (each an "***Additional Closing***") with other investors (the "***New Purchasers***"), at the Price, until the earlier to occur of (i) the total amount of Series A Preferred Stock sold in the Reg. D Offering (including shares issued in connection with conversion of certain outstanding convertible notes) equals 1,414,375, or (ii) the Board of Directors of the Company decides to cease the Reg. D Offering (the "***Additional Closing Period***"), without obtaining the signature, consent or permission of any of the Purchasers. New Purchasers may include persons or entities who are already Purchasers under this Agreement. The Company and the New Purchasers purchasing Shares at each Additional Closing will execute counterpart signature pages to (x) that certain Investors' Rights Agreement by and among the Company and the Series A Preferred Stock Purchasers dated as of the date of the Closing in the form of Exhibit C attached hereto, (y) that certain Voting Agreement among the Company and certain shareholders of the Company dated as of the date of the Closing in the form of Exhibit D attached hereto, and (z) that certain Right of First Refusal and Co-Sale Agreement by and among the Company and the Series A Preferred Stock Purchasers dated as of the date of the Closing in the form of Exhibit E attached hereto, and (respectively, the "***Investors' Rights Agreement***", the "***Voting Agreement***", the ***"Right of First Refusal and Co-Sale Agreement"*** and together with this Agreement, the "***Transaction Agreements***"), and such New Purchasers will, upon delivery to the Company of such signature pages, become parties to, and bound by, the Transaction Agreements, each to the same extent as if they had been Purchasers at the Closing. Purchaser's participation in the Closing or an Additional Closing is subject to reasonable verification of Purchaser's status as an "Accredited Investor" as defined in Section 3.8, including (1) providing third-party verification, such as an opinion letter from a legal or financial professional; (2) providing evidence of annual income and indebtedness; or (3) providing such other documentation as required by applicable state and federal laws or regulations.

3. **Amendment to Representations & Warranties**. Section 2.2.3 of the Purchase Agreement shall be deleted in its entirety and replaced with the following:

2.2.3 The Company has (a) granted stock options to officers, directors, employees, advisors and consultants of the Company pursuant to an equity incentive plan that was duly adopted by the Board of Directors of the Company (the "***Board***") and approved by the Company shareholders (the "***Stock Plan***") for the purchase of 589,774 shares of Common Stock, (b) committed to issue an additional number of options to purchase shares of Common Stock from the Stock Plan in an amount of approximately 231,320 shares, which the Company anticipates granting around the time of the Additional

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Closing Period, (c) committed to issue approximately 63,100 shares of Common Stock from the Stock Plan to the individual principals of the Company's accounting firm Fruci & Associates, PS for payment of outstanding invoices, which the Company anticipates issuing around the time of the Additional Closing Period (d) issued warrants to purchase 21,461 shares of Common Stock outside of the Stock Plan and committed to issue additional warrants to purchase 15,625 shares of Common Stock outside of the Stock plan, which the Company anticipates issuing around the time of the Additional Closing Period, (e) reserved a total of 1,500,000 shares of Common Stock for future issuance under the Stock Plan, and (f) issued promissory notes that are currently unpaid and outstanding in the amount of approximately $3,226,000.00 in principal plus accrued interest as of October 31, 2019, which may be converted into shares of Series A Preferred Stock in connection with the Closing or during the Additional Closing Period pursuant to the terms of that certain Agreement to Allow Conversion and Repayment of Notes dated August 8, 2019 at a per share conversion price no lower than $2.88. Those Series A Preferred stockholders owning equal to or greater than 13,021 shares of Series A Preferred Stock have certain pro-rata participation rights in the Reg. D Offering as described in the Investors' Rights Agreement. Except as set forth in this Section 2.2.3, there are no outstanding preemptive rights, options, warrants, conversion privileges or rights (including but not limited to rights of first refusal or similar rights), orally or in writing, to purchase or acquire any securities from the Company including, without limitation, any shares of Common Stock, or Preferred Stock, or any securities convertible into or exchangeable or exercisable for shares of Common Stock or Preferred Stock, except for (a) the conversion privileges of the Shares to be issued under this Agreement pursuant to the terms of the Restated Certificate, and (b) the securities and rights described in **Section 2.2.1** of this Agreement.

4. **Other Terms and Conditions of Agreement**. Except as specifically stated in this Amendment, all other terms and conditions of the Purchase Agreement, along with the specified duties of each Party under the Purchase Agreement, remain unchanged. To the extent there is a conflict between this Amendment and the Purchase Agreement, the terms of this Amendment shall prevail.

5. **Counterpart; Facsimile**. This Amendment may be executed and delivered by facsimile or PDF signature and in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(*signature pages to follow*)

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IN WITNESS WHEREOF, the parties have executed this First Amendment to the Series A Preferred Stock Purchase Agreement, which shall be effective upon execution by the Company and the Requisite Holders.

COMPANY:

HYPERSCIENCES, INC.
A Delaware Corporation

DocuSigned by:

By: _____

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Name: Mark Russell

Title: President

10/28/2019