
**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): May 5, 2016

bBooth, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-55314

(Commission
File Number)

90-1118043

(IRS Employer
Identification No.)

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

(Address of principal executive offices)

90069

(Zip Code)

(855) 250-2300

(Registrant's telephone number, including area code)

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

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

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

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

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

Item 3.02 UNREGISTERED SALES OF EQUITY SECURITIES.

As we reported on Form 8-K, filed February 16, 2016, we entered into stock repurchase agreements with three former employees/consultants to acquire a total of 9,011,324 shares of the Company's common stock (the "Repurchase Transaction"). Effective May 5, 2016, we closed the Repurchase Transaction by payment of the stated consideration and returned 8,311,324 shares to treasury.

On May 16, 2016, we sold pursuant to private placement subscription agreements, an aggregate of 12,375,555 shares of our company's common stock, at a price of \$0.045 per share, for aggregate gross proceeds of \$556,900 to nine purchasers. Six of the purchasers were 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). In issuing the shares 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. The Company did not engage in any general solicitation or advertising with regard to the issuance and sale of these securities and did not offer the securities to the public. Three of the purchasers were non-U.S. persons (as that term is defined in Regulation S of the Securities Act of 1933, as amended) and the securities were offered in an offshore transaction in which we relied on the exemptions from the registration requirements provided for in Regulation S and/or Section 4(a)(2) of the Securities Act.

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

Effective May 12, 2016, we issued 750,000 options to purchase shares of our company's common stock at an exercise price equal to \$0.095, representing the then current closing price of the stock on the date of issuance, to James P. Geiskopf, a director of our company, as compensation for services to be provided to our company through 2017. The options are subject to a vesting schedule, vesting on December 31, 2017. Mr. Geiskopf is an accredited investor (as that term is defined in Regulation D of the Securities Act), and in issuing the options to him, we relied on the exemption from the registration requirements of the Securities Act provided by Rule 506 of Regulation D promulgated thereunder and/or Section 4(a)(2) of the Securities Act.

Effective May 12, 2016, we issued 1,250,000 options to purchase shares of our company's common stock at an exercise price equal to \$0.095, representing the then current closing price of the stock on the date of issuance, to Rory J. Cutaia, Chief Executive Officer and a director of our company, as additional compensation for services to be provided to our company through 2017 and in consideration for the deferment of agreed-to cash compensation. The options are subject to a vesting schedule, vesting on December 31, 2017. Mr. Cutaia is an accredited investor (as that term is defined in Regulation D of the Securities Act), and in issuing the options to him, we relied on the exemption from the registration requirements of the Securities Act provided by Rule 506 of Regulation D promulgated thereunder and/or Section 4(a)(2) of the Securities Act.

A copy of the form of the option agreement for Messrs. Geiskopf and Cutaia is attached to this Form 8-K as Exhibit 10.2 and is incorporated by reference herein. The foregoing description of the option agreement does not purport to be complete and is qualified in its entirety by reference to the option agreement.

Item 8.01 OTHER EVENTS.

Effective May 13, 2016, we appointed noted Major League Baseball Hall of Fame player Frank "Big Hurt" Thomas to our company's Board of Advisors. Mr. Thomas is the only player in major league history to have seven consecutive seasons of a .300 average and at least 100 walks, 100 runs, 100 runs batted in, and 20 home runs (from 1991 to 1997). The only other player to have more than five consecutive seasons accomplishing this feat was Ted Williams, with six. This accomplishment is even more remarkable considering that Mr. Thomas played only 113 games in 1994 due to the strike. There are only five other players in history who have both hit more home runs and have a higher career batting average than Mr. Thomas: Hank Aaron, Jimmie Foxx, Babe Ruth, Manny Ramirez, and Willie Mays. Mr. Thomas will utilize his extensive resources and relationships among sports organizations and players to generate business opportunities for our iNotifi technology products and services.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

- 10.1 Private Placement Subscription Agreement
- 10.2 Form of Option Agreement for Messrs. Geiskopf and Cutaia

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.

bBOOTH, INC.

Date: May 19, 2016

By: /s/ Rory J. Cutaia
Name: Rory J. Cutaia
Title: Chairman and Chief Executive Officer



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

NONE OF THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED HEREIN), EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF 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 U.S. STATE AND FOREIGN SECURITIES LAWS. HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT.

bBOOTH, INC.
(the "Issuer")

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

INSTRUCTIONS TO SUBSCRIBER

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

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

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

Subscriber Information

(Name of Subscriber)

Account Reference (if applicable): _____

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

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

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

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

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

(Telephone Number) (Email Address)

Register the Shares as set forth below:

(Name to Appear on Share Certificate)

(Account Reference, if applicable)

(Address, including postal or zip code)

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

Shares to be Purchased

(Number of Shares)

Total Subscription Price: _____
(the “**Subscription Amount**”, plus wire fees if applicable)

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

(Name of Disclosed Principal)

(Address of Disclosed Principal)

(Account Reference, if applicable)

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

Deliver the Shares as set forth below:

(Attention - Name)

(Account Reference, if applicable)

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

(Telephone Number)

ACCEPTANCE

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

bBOOTH, INC.

Per: _____
Authorized Signatory

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

TERMS AND CONDITIONS OF SUBSCRIPTION FOR SHARES

1. Subscription

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

1.2 The Subscriber acknowledges that the Shares have been offered to the Subscriber as part of an offering by the Issuer of up to 22,222,222 Shares (for gross proceeds of up to USD\$1,000,000) (the “**Offering**”).

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

2. Payment

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

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

3. Documents Required from Subscriber

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

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

and the Subscriber acknowledges and agrees that the Issuer will not consider the Subscription for acceptance unless the Subscriber has provided all of such documents to the Issuer.

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

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

4. Conditions and Closing

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

4.2 The Closing will be conditional upon and subject to:

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

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

5. Acknowledgements and Agreements of the Subscriber

5.1 The Subscriber acknowledges and agrees that:

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

6. Representations and Warranties of the Subscriber

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

- (a) the Subscriber is resident in the jurisdiction set out on page 2 of this Agreement;
 - (b) unless the Subscriber has completed Exhibit B, in which case the Subscriber makes the representations and warranties contained therein:
 - (i) the Subscriber is not in the United States, is not a U.S. Person, is not purchasing the Shares for the account or benefit of a U.S. Person, did not receive the offer to buy the Shares while in the United States and it (or its authorized signatory) was outside of the United States at the time its buy order was placed and this Agreement was executed,
 - (ii) offers and/or sales of any of the Shares prior to the expiration of the period specified in Regulation S (such period referred to herein as the "**Distribution Compliance Period**") shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the 1933 Act or pursuant to an exemption therefrom, and all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the 1933 Act or an exemption therefrom, and in each case only in accordance with applicable state, provincial and foreign securities laws,
 - (iii) it has not acquired the Shares as a result of, and will not itself engage in, any "directed selling efforts" (as defined in Regulation S) in the United States in respect of any of the Shares, which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the sale of the Shares, and
 - (iv) hedging transactions involving the Shares may not be conducted unless such transactions are in compliance with the provisions of the 1933 Act and in each case only in accordance with applicable securities laws;
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- (c) if the Subscriber is resident outside of Canada and the United States:
 - (i) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws having application in the jurisdiction in which the Subscriber is resident (the “**International Jurisdiction**”) which would apply to the offer and sale of the Shares,
 - (ii) the Subscriber is purchasing the Shares pursuant to exemptions from prospectus or equivalent requirements under applicable laws or, if such is not applicable, the Subscriber is permitted to purchase the Shares under applicable securities laws of the International Jurisdiction without the need to rely on any exemptions,
 - (iii) the applicable securities laws of the International Jurisdiction do not require the Issuer to make any filings or seek any approvals of any kind from any securities regulator of any kind in the International Jurisdiction in connection with the offer, issue, sale or resale of any of the Shares,
 - (iv) the purchase of the Shares by the Subscriber does not trigger:
 - A. any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or
 - B. any continuous disclosure reporting obligation of the Issuer in the International Jurisdiction, and
 - (v) the Subscriber will, if requested by the Issuer, deliver to the Issuer a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (ii), (iii) and (iv) above to the satisfaction of the Issuer, acting reasonably;
 - (d) the Subscriber: (i) has adequate net worth and means of providing for its current financial needs and possible personal contingences, (ii) has no need for liquidity in this investment, (iii) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the Shares, (iv) is able to bear the economic risks of an investment in the Shares for an indefinite period of time, and (v) can afford the complete loss of the Subscription Amount;
 - (e) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Subscriber;
 - (f) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber, or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
 - (g) the Subscriber has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms;
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- (h) the Subscriber has received and carefully read this Agreement;
- (i) the Subscriber is aware that an investment in the Issuer is speculative and involves certain risks, including that the Subscriber could lose its entire investment;
- (j) the Subscriber has made an independent examination and investigation of an investment in the Shares and the Issuer and agrees that the Issuer will not be responsible in any way for the Subscriber's decision to invest in the Shares;
- (k) the Subscriber is purchasing the Shares as principal for its own account for investment purposes only and not for the account of any other person, and not for distribution, assignment or resale to others, and no other person has a direct or indirect beneficial interest in the Shares, and the Subscriber has not subdivided its interest in any of the Shares with any other person;
- (l) the Subscriber is not an underwriter of, or dealer in, any of the Shares, nor is the Subscriber participating, pursuant to a contractual agreement or otherwise, in the distribution of the Shares;
- (m) the Subscriber is not aware of any advertisement of any of the Shares and is not acquiring the Shares as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (n) no person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase any of the Shares,
 - (ii) that any person will refund the purchase price of any of the Shares, or
 - (iii) as to the future price or value of any of the Shares;
- (o) the funds representing the Subscription Amount will not represent proceeds of crime for the purposes of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (the "**PATRIOT Act**") and the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the Issuer's name and other information relating to this Agreement and the Subscription, on a confidential basis, pursuant to the PATRIOT Act;
- (p) no portion of the Subscription Amount to be provided by the Subscriber: (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States of America, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity who has not been identified to or by the Subscriber; and
- (q) the Subscriber shall promptly notify the Issuer if the Subscriber discovers that any of the foregoing representations ceases to be true and will provide the Issuer with appropriate information in connection therewith.

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

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

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

8. **Legending of Shares**

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

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

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

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

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

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

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

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

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

9. Collection of Personal Information

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

9.2 The Subscriber is hereby notified and agrees that:

- (a) the Issuer may deliver to any securities commission having jurisdiction over the Issuer, the Subscriber or this Subscription, including any Canadian provincial securities commissions, the SEC and/or any state securities commissions (collectively, the “**Commissions**”), certain personal information pertaining to the Subscriber, including the Subscriber’s full name, residential address and telephone number, the number of Shares or other securities of the Issuer owned by the Subscriber, the number of Shares purchased by the Subscriber, the total Subscription Amount paid for the Shares, the prospectus exemption relied on by the Issuer and the date of distribution of the Shares;
-

- (b) such information is being collected indirectly by the Commissions under the authority granted to them in applicable securities laws;
- (c) such information is being collected for the purposes of the administration and enforcement of applicable securities laws; and
- (d) the Subscriber may contact the following public official in Ontario with respect to questions about the Ontario Securities Commission's indirect collection of such information at the following address and telephone number:

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

10. Costs

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

11. Governing Law

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

12. Survival

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

13. Assignment

13.1 This Agreement is not transferable or assignable.

14. Severability

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

15. Entire Agreement

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

16. Notices

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

17. Counterparts and Electronic Means

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

18. Exhibits

18.1 The exhibits attached hereto form part of this Agreement.

19. Indemnity

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

EXHIBIT A

NON-U.S. INVESTOR QUESTIONNAIRE

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

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

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

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

(i) is purchasing the Shares as principal (or deemed principal under the terms of National Instrument 45-106 - *Prospectus and Registration Exemptions* adopted by the Canadian Securities Administrators (“**NI 45-106**”)); and

(ii) (A) is resident in or is subject to the laws of one of the following (check one):

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

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

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

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

For the purposes hereof:

“control person” means

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

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

“director” means

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

“eligibility adviser” means

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

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

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

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

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

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

“**financial assets**” means

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

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

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

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

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

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

“**person**” includes

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

“**related liabilities**” means

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

“spouse” means, an individual who,

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

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

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

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

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

DATED as of _____ day of , 2016.

Print Name of Subscriber (or person signing as agent)

By: _____
Signature

Title

EXHIBIT B

U.S. INVESTOR QUESTIONNAIRE

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

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

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

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

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

1. it is not resident in Canada;
 2. it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares and it is able to bear the economic risk of loss of its entire investment;
 3. the Issuer has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the Offering and it has had access to such information concerning the Issuer as it has considered necessary or appropriate in connection with its investment decision to acquire the Shares;
 4. it is acquiring the Shares for its own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the Shares in violation of the United States securities laws;
 5. it (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment, and (iii) is able to bear the economic risks of an investment in the Shares for an indefinite period of time;
-

6. if the Subscriber is an individual (that is, a natural person and not a corporation, partnership, trust or other entity), then it satisfies one or more of the categories indicated below (please place an "X" on the appropriate lines):

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

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

_____ a director or executive officer of the Issuer;

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

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

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

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

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

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

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

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

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

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

Dated _____, 2016.

X

Signature of individual (if Subscriber is an individual)

X

Authorized signatory (if Subscriber is not an individual)

Name of Subscriber (please print)

Name of authorized signatory (please print)

EXHIBIT C

US DOLLAR WIRE INSTRUCTIONS

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

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

THE OPTIONS REPRESENTED BY THIS AGREEMENT ARE NOT TRANSFERABLE. NEITHER THE OPTIONS NOR THE OPTIONED SHARES THAT MAY BE ISSUED UPON EXERCISE OF THE OPTIONS HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE AND HAVE BEEN OR WILL BE ISSUED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

STOCK OPTION AGREEMENT

This AGREEMENT is entered into as of May 12, 2016 (the "Date of Grant").

BETWEEN:

bBOOTH, INC., a company incorporated pursuant to the laws of the State of Nevada, with an office at 901 Hancock Ave, Unit 308, West Hollywood, California 90069

(the "Company")

AND:

JAMES P. GEISKOPF, with an address at 901 Hancock Ave, Unit 308, West Hollywood, California 90069

(the "Optionee")

WHEREAS:

A. The Company's board of directors (the "Board") has approved and adopted a 2014 Stock Option Plan (the "Plan"), whereby the Board is authorized to grant stock options to purchase shares of common stock of the Company to the directors, officers, employees, consultants and advisors of the Company or any Parent or Subsidiary of the Company (as defined herein);

B. The Optionee is an employee of the Company; and

C. The Company wishes to grant stock options to purchase a total of **SEVEN HUNDRED FIFTY THOUSAND (750,000)** Optioned Shares (as defined herein) to the Optionee as follows:

_____ Incentive Stock Options (as defined herein)

 X Non-Qualified Stock Options (as defined herein)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

- (a) “1933 Act” means the Securities Act of 1933, as amended;
- (a) “Accredited Investor Questionnaire” means a questionnaire substantially in the form of the Accredited Investor Questionnaire attached to this Agreement as Schedule “B”;
- (b) “Board” has the meaning ascribed thereto in Recital A of this Agreement;
- (c) “Code” means the Internal Revenue Code of 1986;
- (d) “Common Stock” means the shares of common stock of the Company;
- (e) “Company Information” has the meaning ascribed thereto in Section 5.1(d) of this Agreement;
- (f) “Date of Grant” has the meaning ascribed therefor on page 1 of this Agreement;
- (g) “Exercise Price” means \$.095 per share;
- (h) “Expiry Date” means May 11, 2021;
- (i) “Incentive Stock Options” means any Options that meet all the requirements under section 422 of the Code;
- (j) “Non-Qualified Stock Options” means any Options that do not qualify as Incentive Stock Options and, thus, do not meet the requirements under section 422 of the Code;
- (k) “Notice of Exercise” means a notice in writing addressed to the Company at its address first recited hereto (or such other address of which the Company may from time to time notify the Optionee in writing), substantially in the form attached as Schedule “D” hereto, which notice shall specify therein the number of Optioned Shares in respect of which the Options are being exercised and which notice shall be accompanied by an executed copy of (i) an Accredited Investor Questionnaire if the Optionee is at the time of exercise an accredited investor or, (ii) if the Optionee is not an accredited investor at the time of exercise, a Prospective Investor Suitability Questionnaire showing that the Optionee qualifies for an exemption from the registration requirements imposed by the 1933 Act;
- (l) “Options” means the right and option to purchase, from time to time, all, or any part of the Optioned Shares granted to the Optionee by the Company pursuant to Section 2.1 of this Agreement;
- (m) “Optioned Shares” means the shares of Common Stock that are issued pursuant to the exercise of the Options;
- (n) “Parent” means a company or other entity that owns at least fifty percent (50%) of the outstanding voting stock or voting power of the Company;
- (o) “Plan” has the meaning ascribed thereto in Recital A of this Agreement;
- (p) “Prospective Investor Suitability Questionnaire” means a questionnaire substantially in the form of the Prospective Investor Suitability Questionnaire attached to this Agreement as Schedule “C”;
- (q) “SEC” means the United States Securities and Exchange Commission;
- (r) “Securities” means, collectively, the Options and the Optioned Shares;
- (s) “Shareholders” means holders of record of the shares of Common Stock;
- (t) “Subsidiary” means a company or other entity, at least fifty percent (50%) of the outstanding voting stock or voting power of which is beneficially owned, directly or indirectly, by the Company;
- (u) “U.S. Person” shall have the meaning ascribed thereto in Regulation S under the 1933 Act, and for the purpose of the Agreement includes any person in the United States; and
- (v) “Vested Options” means the Options that have vested in accordance with Section 2.2 of this Agreement.

1.2 Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan.

2. THE OPTIONS

2.1 Subject to compliance with applicable laws, the Company hereby grants to the Optionee, on the terms and conditions set out in this Agreement and in the Plan, Options to purchase a total of **SEVEN HUNDRED FIFTY THOUSAND (750,000)** Optioned Shares at the Exercise Price.

2.2 The Options will vest in accordance with Schedule "A" to this Agreement. The Options may be exercised immediately after vesting. Upon the occurrence of a "Change of Control" (as hereinafter defined), all unvested Options shall vest immediately. For purposes of this Agreement, "Change of Control" means:

- (a) the acquisition, after the date of this Agreement and excluding any acquisitions from the Company or by the Optionee, by any one individual, entity or group of beneficial ownership of 35% or more of either the then outstanding shares of common stock of the Company or the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors, which causes a change in the control of the Board resulting from the election by the shareholders of the Company of less than a majority of the persons nominated for election by management of the Company;
- (b) the approval by the stockholders of the Company of a reorganization, merger or consolidation of the Company in which the individuals and entities who were the respective beneficial owners of the common stock and voting securities of the Company immediately prior to such reorganization, merger or consolidation do not, following such reorganization, merger or consolidation, beneficially own, directly or indirectly and in the aggregate, more than 50% of the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such reorganization, merger or consolidation, which causes a change in the control of the Board resulting from the election by the shareholders of the Company of less than a majority of the persons nominated for election by management of the Company; or
- (c) a liquidation or dissolution of the Company or the sale or other disposition of all of the assets of the Company.

2.3 The Options shall, at 5:00 p.m. (Pacific time) on the Expiry Date, expire and be of no further force or effect whatsoever.

2.4 The Company shall not be obligated to cause the issuance, transfer or delivery of a certificate or certificates representing Optioned Shares to the Optionee, until provision has been made by the Optionee, to the satisfaction of the Company, for the payment of the aggregate Exercise Price for all Optioned Shares for which the Options shall have been exercised, and for satisfaction of any tax withholding obligations associated with such exercise.

2.5 The Optionee shall have no rights whatsoever as a shareholder in respect of any of the Optioned Shares (including any right to receive dividends or other distribution therefrom or thereon) except in respect of which the Options have been properly exercised in accordance with the terms of this Agreement and the Plan.

2.6 The Options will terminate in accordance with the provisions of the Plan.

2.7 Subject to the provisions of this Agreement and the Plan and subject to compliance with any applicable securities laws, the Options shall be exercisable, in full or in part, at any time after vesting, until termination. If less than all of the shares included in the vested portion of any Options are purchased, the remainder may be purchased at any subsequent time prior to the Expiry Date. Only whole shares may be issued pursuant to the exercise of any Options, and to the extent that any Option covers less than one (1) share, it is not exercisable.

2.8 Each exercise of the Options shall be by means of delivery of a Notice of Exercise (in the form attached hereto as Schedule "D") to the President of the Company at its principal executive office, specifying the number of Optioned Shares to be purchased and accompanied by (i) payment in cash or by certified check or cashier's check in the amount of the aggregate Exercise Price for the Common Stock to be purchased, and (ii)(A) if the Optionee is at the time of exercise an accredited investor, an executed copy of an Accredited Investor Questionnaire dated the same date as the Notice of Exercise or, (B) if the Optionee is not an accredited investor at the time of exercise, a Prospective Investor Suitability Questionnaire dated the same date as the Notice of Exercise showing that at the time of exercise the Optionee has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment in the Optioned Shares. In addition to payment in cash or by certified check or cashier's check and if agreed to in advance by the Company, the Optionee or transferee of the Options may pay for all or any portion of the aggregate Exercise Price by complying with one or more of the following alternatives:

- (a) by delivering to the Company shares of Common Stock previously held by the Optionee, or by the Company withholding shares of Common Stock otherwise deliverable pursuant to the exercise of the Options, which shares of Common Stock received or withheld shall have a fair market value at the date of exercise (as determined by the Board) equal to the aggregate exercise price to be paid by the Optionee upon such exercise; or
- (b) by complying with any other payment mechanism approved by the Board at the time of exercise.

2.9 It is a condition precedent to the exercise of any Options and the issuance of any Optioned Shares that the Optionee execute and/or deliver to the Company all documents and withholding taxes required in accordance with applicable laws, as determined by the Company in its sole discretion.

2.10 Nothing in this Agreement shall obligate the Optionee to purchase any Optioned Shares except those Optioned Shares in respect of which the Optionee shall have exercised the Options in the manner provided in this Agreement or the Plan.

2.11 Reference is made to the Plan for particulars of the rights and obligations of the Optionee and the Company in respect of:

- (a) the terms and conditions on which the Options are granted except to the extent set forth herein; and,
- (b) a consolidation or subdivision of the Company's share capital or a corporate reorganization,

all to the same effect as if the provisions of the Plan were set out in this Agreement and to all of which the Optionee assents. A copy of the Plan is available to the Optionee at no charge, at the Company's principal executive office. Any provision of this Agreement that is inconsistent with the Plan shall be considered void and replaced with the applicable provision of the Plan. The Company may modify, extend or renew this Agreement or the Options represented hereby or accept the surrender thereof (to the extent not previously exercised) and authorize the granting of a new option in substitution therefore (to the extent not previously exercised), subject at all times to the Plan, the applicable rules of any applicable regulatory authority or stock exchange, and any applicable laws. Notwithstanding the foregoing provisions of this Section 2.11, the Company shall not have the right to make any modification which would materially alter the terms of the Options to the Optionee's detriment or materially impair any rights of the Optionee hereunder without the consent of the Optionee.

2.12 By accepting the Options, the Optionee represents and agrees that none of the Optioned Shares purchased upon exercise of the Options will be distributed in violation of applicable federal and state laws and regulations. The Optionee further represents and agrees to provide the Company with any other document reasonably requested by the Company or the Company's Counsel.

3. DOCUMENTS REQUIRED FROM OPTIONEE

3.1 The Optionee must complete, sign and return to the Company an executed copy of this Agreement.

3.2 The Optionee shall complete, sign and return to the Company as soon as possible, on request by the Company, any documents, questionnaires, notices and undertakings as may be required by regulatory authorities, and applicable law.

3.3 If the Optionee is a resident of Canada, the Optionee shall complete, sign and return the Canadian Questionnaire (the "Canadian Questionnaire") to be provided to the Optionee by the Company.

4. SUBJECT TO PLAN

The terms of the Options will be subject to the Plan, as may from time to time be amended, and any inconsistencies between this Agreement and the Plan, as the same may be from time to time amended, shall be governed by the provisions of the Plan. A copy of the Plan will be delivered to the Optionee, and will be available for inspection at the principal offices of the Company.

5. ACKNOWLEDGEMENTS OF THE OPTIONEE

5.1 The Optionee acknowledges and agrees that:

- (a) the Securities have not been registered under the 1933 Act or under any state securities or “blue sky” laws of any state of the United States, and are being offered only in a transaction not involving any public offering within the meaning of the 1933 Act, and, unless so registered, may not be offered or sold in the United States or to U.S. Persons, except pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with all applicable securities laws;
 - (b) the Company has, and will have, no obligation to register any of the Securities under the 1933 Act;
 - (c) the Company will refuse to register any transfer of the Securities not made in accordance with the provisions of Regulation S, 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;
 - (d) the decision to execute this Agreement and acquire the Securities hereunder has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Company and such decision is based solely upon a review of publicly available information regarding the Company that is available on the website of the SEC at www.sec.gov (the “**Company Information**”);
 - (e) there are risks associated with an investment in the Securities;
 - (f) the Optionee and the Optionee’s advisor(s) (if applicable) have had a reasonable opportunity to ask questions of and receive answers from the Company in connection with the distribution of the Securities hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Company;
 - (g) the books and records of the Company were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Optionee during reasonable business hours at its principal place of business, and all documents, records and books in connection with the distribution of the Securities hereunder have been made available for inspection by the Optionee, the Optionee’s attorney and/or advisor(s) (if applicable);
 - (h) the Company, its officers, directors, counsel and agents are entitled to rely upon the truth and accuracy of the acknowledgements, representations, warranties, statements, answers, covenants and agreements contained in this Agreement and agrees that if any of such acknowledgements, representations, warranties, statements, answers, covenants, and agreements should become, by the passage of time after the date of this Agreement, no longer accurate or should be breached, the Optionee shall promptly notify the Company, and the Optionee will hold harmless the Company from any loss or damage it may suffer as a result of the Optionee’s failure to correctly complete or comply with the terms of this Agreement;
 - (i) the Optionee has been advised to consult its own legal, tax and other advisors with respect to the merits and risks regarding the exercise of the Options and the issuance of the Optioned Shares and with respect to applicable resale restrictions and it is solely responsible (and the Company is in not any way responsible) for compliance with applicable resale restrictions;
 - (j) the Optionee acknowledges that if the Options qualify as Incentive Stock Options, there may be no regular federal income tax liability upon the exercise of the Options, although the excess, if any, of the fair market value of such Optioned Shares on the date of exercise over the Exercise Price may be treated as a tax preference item for federal alternative minimum tax purposes and may subject the Optionee to the alternative minimum tax in the year of exercise;
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- (k) the Optionee has (i) a pre-existing personal or business relationship with the Company and/or one or more of its officers or directors that would enable a reasonably prudent purchaser to be aware of your character, business acumen and general business and financial circumstances; or (ii) the capacity to protect the Optionee's own interests in connection with the acquisition of the Options, by reason of the Optionee's business or financial experience or that of the Optionee's professional advisors;
- (l) the Optionee will indemnify and hold harmless the Company and, where applicable, its directors, officers, employees, agents, advisors and shareholders, from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Optionee contained herein or in any document furnished by the Optionee to the Company in connection herewith being untrue in any material respect or any breach or failure by the Optionee to comply with any covenant or agreement made by the Optionee to the Company in connection therewith;
- (m) the Securities are not listed on any stock exchange or automated dealer quotation system and no representation has been made to the Optionee that any of the Securities will become listed on any stock exchange or automated dealer quotation system, except that currently certain market makers make market in the shares of the Company's common stock on the OTC Bulletin Board and the OTCQB operated by the OTC Markets Group;
- (n) neither the SEC nor any other securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
- (o) no documents in connection with this Agreement have been reviewed by the SEC or any state securities administrators;
- (p) there is no government or other insurance covering any of the Securities; and
- (q) this Agreement is not enforceable by the Optionee unless it has been accepted by the Company.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONEE

The Optionee hereby represents and warrants to and covenants with the Company (which representations, warranties and covenants shall survive the closing) that:

- (a) the Optionee is an employee, a director, an officer, a consultant or a member of the advisory board of the Company, as applicable;
 - (b) the Optionee is a U.S. Person, unless the Optionee has completed, signed and delivered the Canadian Questionnaire;
 - (c) the Optionee has received and carefully read this Agreement and the Company Information;
 - (d) the Optionee has received a brief description of the Securities and the Optionee understands that the proceeds from the exercise of the Options will be used by the Company as working capital for general corporate purposes;
 - (e) the Optionee has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Optionee enforceable against the Optionee in accordance with its terms;
 - (f) the Optionee has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Optionee is a corporation, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Optionee;
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- (g) the Optionee:
 - (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies,
 - (ii) has no need for liquidity in this investment, and
 - (iii) is able to bear the economic risks of an investment in the Securities for an indefinite period of time, and can afford the complete loss of such investment;
 - (h) the Optionee has the requisite knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment in the Securities and the Company, and the Optionee is providing evidence of such knowledge and experience in these matters through the information requested in this Agreement;
 - (i) the Optionee is aware that an investment in the Company is speculative and involves certain risks, including the possible loss of the investment, and the Optionee has carefully read and considered the matters set forth under the caption "Risk Factors" appearing in the Company's various disclosure documents, filed with the SEC;
 - (j) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Optionee, or of any agreement, written or oral, to which the Optionee may be a party or by which the Optionee is or may be bound;
 - (k) the Optionee is purchasing the Securities for its own account for investment purposes only and not for the account of any other person and not for distribution, assignment or resale to others, and no other person has a direct or indirect beneficial interest in such Securities, and the Optionee has not subdivided his interest in the Securities with any other person;
 - (l) the Optionee is not an underwriter of, or dealer in, the shares of the Company's common stock, nor is the Optionee participating, pursuant to a contractual agreement or otherwise, in the distribution of the Securities;
 - (m) the Optionee understands and agrees that the Company and others will rely upon the truth and accuracy of the acknowledgements, representations, statements, answers and agreements contained in this Agreement, and agrees that if any of such acknowledgements, representations, statements, answers and agreements are no longer accurate or have been breached, the Optionee shall promptly notify the Company;
 - (n) the Optionee has made an independent examination and investigation of an investment in the Securities and the Company and has depended on the advice of its legal and financial advisors and agrees that the Company will not be responsible in anyway whatsoever for the Optionee's decision to acquire the Securities;
 - (o) the Optionee is not aware of any advertisement of any of the Securities and is not acquiring the Securities as a result of any form of general solicitation or general advertising including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising; and
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- (p) no person has made to the Optionee any written or oral representations:
- (i) that any person will resell or repurchase any of the Securities,
 - (ii) that any person will refund the purchase price of any of the Securities,
 - (iii) as to the future price or value of any of the Securities, or
 - (iv) that any of the Securities will be listed and posted for trading on any stock exchange or automated dealer quotation system or that application has been made to list and post any of the Securities of the Company on any stock exchange or automated dealer quotation system, except that currently certain market makers make market in the shares of the Company's common stock on the OTC Bulletin Board and the OTCQB on the OTC Markets Group.

7. ACKNOWLEDGEMENT AND WAIVER

The Optionee hereby waives, to the fullest extent permitted by law, any rights of withdrawal, rescission or compensation for damages to which the Optionee might be entitled in connection with the distribution of any of the Securities.

8. PROFESSIONAL ADVICE

The acceptance of the Options and the sale of Common Stock issued pursuant to the exercise of Options may have consequences under federal and state tax and securities laws which may vary depending upon the individual circumstances of the Optionee. Accordingly, the Optionee acknowledges that he or she has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and his or her dealings with respect to Options. Without limiting other matters to be considered with the assistance of the Optionee's professional advisors, the Optionee should consider: (a) whether upon the exercise of Options, the Optionee will file an election with the Internal Revenue Service pursuant to Section 83(b) of the Code and the implications of alternative minimum tax pursuant to the Code; (b) the merits and risks of an investment in the underlying Optioned Shares; and (c) any resale restrictions that might apply under applicable securities laws.

9. LEGENDING OF SUBJECT SECURITIES

9.1 The Optionee hereby acknowledges that that upon the issuance thereof, and until such time as the same is no longer required under the applicable securities laws and regulations, the certificates representing any of the Optioned Shares will bear a legend in substantially the following form:

U.S. Residents:

NONE OF THE SECURITIES REPRESENTED HEREBY HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES (AS DEFINED HEREIN) OR TO U.S. PERSONS 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 SECURITIES LAWS. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

Canadian Residents:

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

NONE OF THE SECURITIES REPRESENTED HEREBY HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES (AS DEFINED HEREIN) OR TO U.S. PERSONS 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 SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT.

THE HOLDER OF THE SECURITIES REPRESENTED HEREBY MUST NOT TRADE SUCH SECURITIES IN OR FROM A JURISDICTION OF CANADA UNLESS THE CONDITIONS IN SECTION 13 OF MULTILATERAL INSTRUMENT 51-105 ISSUERS QUOTED IN THE U.S. OVER-THE-COUNTER MARKETS ARE MET.

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

10. RESALE RESTRICTIONS

10.1 This Agreement and the Options represented hereby are not transferable. Optioned Shares received upon exercise of any Options will be subject to resale restrictions contained in the securities legislation applicable to the Company and the Optionee. The Optionee acknowledges and agrees that the Optionee is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions.

10.2 If the Optionee is not a resident of Canada, the Optionee represents, warrants and acknowledges that:

- (a) pursuant to Multilateral Instrument 51-105 – Issuers Quoted in the U.S. Over-the-Counter Markets (“**MI 51-105**”), a subsequent trade in the Securities in or from Canada will be a distribution subject to the prospectus and registration requirements of applicable Canadian securities legislation unless certain conditions are met, which conditions include, among others, a requirement that any certificate representing the Securities (or ownership statement issued under a direct registration system or other book entry system) bear the restrictive legend (the “**Canadian Legend**”) specified in MI 51-105;
- (b) the Subscriber is not a resident of Canada and undertakes not to trade or resell any of the Shares in or from Canada unless the trade or resale is made in accordance with MI 51-105. The Subscriber understands and agrees that the Company and others will rely upon the truth and accuracy of these representations and warranties made in this Section 10.2 and agrees that if such representations and warranties are no longer accurate or have been breached, the Subscriber shall immediately notify the Company;
- (c) by executing and delivering this Agreement, the Optionee will have directed the Company not to include the Canadian Legend on any certificates representing the Securities to be issued to the Optionee. As a consequence, the Optionee will not be able to rely on the resale provisions of MI 51-105, and any subsequent trade in any of the Securities in or from Canada will be a distribution subject to applicable prospectus and registration requirements; and
- (d) if the Optionee wishes to trade or resell any of the Securities in or from Canada, the Optionee agrees and undertakes to return, prior to any such trade or resale, any certificate representing any Securities to the Company’s transfer agent to have the Canadian Legend imprinted on such certificate or to instruct the Company’s transfer agent to include the Canadian Legend on any ownership statement issued under a direct registration system or other book entry system.

10.3 The Optionee acknowledges and agrees that the Optionee is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions.

11. NO EMPLOYMENT RELATIONSHIP

The grant of an Option shall in no way constitute any form of agreement or understanding binding on the Company or any related company, express or implied, that the Company or any related company will employ or contract with an Optionee, for any length of time, nor shall it interfere in any way with the Company’s or, where applicable, a related company’s right to terminate Optionee’s employment at any time, which right is hereby reserved.

12. GOVERNING LAW

This Agreement is governed by the laws of the State of Nevada and the federal laws of the United States of America as applicable therein.

13. COSTS

The Optionee acknowledges and agrees that all costs and expenses incurred by the Optionee (including any fees and disbursements of any special counsel retained by the Optionee) relating to the acquisition of the Securities shall be borne by the Optionee.

14. SURVIVAL

This Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the shares underlying the Options by the Optionee pursuant hereto.

15. ASSIGNMENT

This Agreement is not transferable or assignable.

16. CURRENCY

Unless explicitly stated otherwise, all funds in this Agreement are stated in United States dollars.

17. SEVERABILITY

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

18. COUNTERPARTS AND ELECTRONIC MEANS

This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date first above written.

19. ENTIRE AGREEMENT

This Agreement is the only agreement between the Optionee and the Company with respect to the Options, and this Agreement and the Plan, once approved, supersede all prior and contemporaneous oral and written statements and representations and contain the entire agreement between the parties with respect to the Options.

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SCHEDULE "A"
VESTING SCHEDULE

Date	Percentage of Stock Options to Vest
Vest on December 31, 2017	100%

SCHEDULE "B"

ACCREDITED INVESTOR QUESTIONNAIRE

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Stock Option Agreement.

The Optionee covenants, represents and warrants to the Company that he or she satisfies one or more of the categories of "Accredited Investors", as defined by Regulation D promulgated under the Securities Act of 1933 (the "Securities Act"), as indicated below: (Please initial in the space provide those categories, if any, of an "Accredited Investor" which the Optionee satisfies)

- _____ Category 1 An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000;
- _____ Category 2 A natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000. For purposes of this Category 2, "net worth" means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person's primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home's estimated fair market value as long as the mortgage was incurred more than 60 days before the Securities are acquired, but includes (i) any mortgage amount in excess of the home's fair market value and (ii) any mortgage amount that was borrowed during the 60-day period before the date of the acquisition of Securities for the purpose of investing in the Securities;
- _____ Category 3 A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- _____ Category 4 A "bank" as defined under Section (3)(a)(2) of the Securities Act or savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act acting in its individual or fiduciary capacity; a broker dealer registered pursuant to Section 15 of the *Securities Exchange Act of 1934* (United States); an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the *Investment Company Act of 1940* (United States) or a business development company as defined in Section 2(a)(48) of such Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the *Small Business Investment Act of 1958* (United States); a plan with total assets in excess of \$5,000,000 established and maintained by a state, a political subdivision thereof, or an agency or instrumentality of a state or a political subdivision thereof, for the benefit of its employees; an employee benefit plan within the meaning of the *Employee Retirement Income Security Act of 1974* (United States) whose investment decisions are made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000, or, if a self-directed plan, whose investment decisions are made solely by persons that are accredited investors;
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- _____ Category 5 A private business development company as defined in Section 202(a)(22) of the *Investment Advisers Act of 1940* (United States);
- _____ Category 6 A director or executive officer of the Company;
- _____ Category 7 A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act;
- _____ Category 8 An entity in which all of the equity owners satisfy the requirements of one or more of the foregoing categories;

Note that the Optionee claiming to satisfy one of the above categories of Accredited Investor may be required to supply the Company with a balance sheet, prior years' federal income tax returns or other appropriate documentation to verify and substantiate the Optionee's status as an Accredited Investor.

If the Optionee is an entity which initialled the last category in reliance upon the Accredited Investor categories above, state the name, address, total personal income from all sources for the previous calendar year, and the net worth (exclusive of home, home furnishings and personal automobiles) for each equity owner of the said entity:

All information contained in this Questionnaire will be treated as confidential. However, by signing and returning this Questionnaire, the Optionee agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the Securities Act or applicable state securities law, of exemption from registration in connection with the issuance of the Securities hereunder.

The Optionee hereby certifies that the information contained in this Questionnaire is complete and accurate and the Optionee will notify the Company promptly of any change in any such information.

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire as of the _____ day of _____, 20__.

X

Signature

Print or Type Name

Social Security/Tax I.D. No.

SCHEDULE "C"

PROSPECTIVE INVESTOR SUITABILITY QUESTIONNAIRE

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Stock Option Agreement.

The purpose of this Questionnaire is to assure the Company that the Optionee will meet the standards imposed by the Securities Act of 1933 (the "Securities Act") and the appropriate exemptions of applicable state securities laws. The Company will rely on the information contained in this Questionnaire for the purposes of such determination. The Option and the Optioned Shares (together, the "Securities") will not be registered under the Securities Act and has been issued in reliance upon the exemption from registration afforded by Section 3(b) and/or Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. This Questionnaire is not an offer of any securities of the Company in any state other than those specifically authorized by the Company.

Please attach additional pages if necessary to answer any question fully.

REPRESENTATIONS OF OPTIONEE

This item is presented in alternative form. Please initial in the space provided the applicable alternative.

_____ ALTERNATIVE ONE: The Optionee covenants, represents and warrants to the Company that he or she has such knowledge and experience in financial and business matters that he or she is capable of evaluating the relative merits and risks of an investment in the Securities and Company and is not utilizing a purchaser representative in connection with evaluating such merits and risks. The Optionee is providing evidence of its knowledge and experience in these matters through the information requested below in this Questionnaire.

_____ ALTERNATIVE TWO: The Optionee covenants, represents and warrants to the Company that he or she has chosen to use the services of a purchaser representative acceptable to the Optionee in connection with the Optionee's acquisition of the Securities. The Optionee hereby acknowledges that the person named below is his or her purchaser representative who will assist and advise the Optionee in evaluating the merits and risks of an investment in the Securities and the Company and affirms that such purchaser representative has previously disclosed in writing any material relationship that exists between the purchaser representative (or its affiliates) and the Company (or its affiliates) that is mutually understood to be contemplated, or that has existed at any time during the previous two years, and any compensation received or to be received as a result of such relationship.

(name of Purchaser Representative)

(address of Purchaser Representative)

If the Optionee utilizes a purchaser representative, this Questionnaire must be accompanied by a completed and signed purchaser representative Questionnaire, a copy of which can be obtained from the Company upon request.

FOR INDIVIDUAL INVESTORS

1. Name: _____

2. Residential Address & Telephone Number: _____

3. Length of Residence in State of Residence: _____

4. U.S. Citizen: ___ Yes ___ No

5. Social Security Number: _____

6. Business Address & Telephone Number: _____

7. Preferred Mailing Address: ___ Residence ___ Business

8. Date of Birth: _____

9. Employer and Position: _____

10. Name of Business: _____

11. Business or Professional Education and Degrees:

<u>School</u>	<u>Degree</u>	<u>Year Received</u>
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12. Prior Employment (last 5 years):

<u>Employer</u>	<u>Nature of Duties</u>	<u>Dates of Employment</u>
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13. Relationship to the Company, if any: _____

14. Is the Optionee an officer or director of a publicly-held company?

____ Yes ____ No

If yes, specify company: _____

15. Does the Optionee beneficially own 10% or more of the voting securities of a publicly-held company?

____ Yes ____ No

If yes, specify company: _____

16. Within the last 5 years, has the Optionee personally invested in investments sold by means of private placements in reliance on exemptions from registration under the Securities Act and state securities laws?

____ Yes ____ No

17. Prior investments by the Optionee which were purchased in reliance on exemptions from registration under the Securities Act and State securities laws (initial the highest number applicable):

Amount (Cumulative)

Real Estate:	Up to	\$50,000 to	Over
None: ____	\$50,000 ____	\$250,000 ____	\$250,000 ____
Securities:	Up to	\$50,000 to	Over
None: ____	\$50,000 ____	\$250,000 ____	\$250,000 ____
Other:	Up to	\$50,000 to	Over
None: ____	\$50,000 ____	\$250,000 ____	\$250,000 ____

18. Does the Optionee consider itself to be an experienced and sophisticated investor?

____ Yes ____ No

If so, please provide evidence of investment sophistication and/or experience:

19. Does the Optionee, or any person authorized to execute this Questionnaire, consider itself to have such knowledge of the Company and its business and such experience in financial and business matters to enable it to evaluate the merits and risks of an investment in the Securities and the Company, should the Optionee be given an opportunity to so invest?

____ Yes ____ No

20. If the Optionee is an individual, please indicate the Optionee's and his/her spouse's combined gross income during the preceding two years (initial the highest number applicable):

<u>2012</u>		<u>2011</u>	
___	Less than \$75,000	___	Less than \$75,000
___	\$75,001 to \$100,000	___	\$75,001 to \$100,000
___	\$100,001 to \$200,000	___	\$100,001 to \$200,000
___	\$200,001 to \$300,000	___	\$200,001 to \$300,000
___	\$Over \$300,000	___	\$Over \$300,000

21. If the Optionee is an individual, please indicate the Optionee's and his/her spouse's combined estimated net worth (exclusive of home, home furnishings and personal automobiles) (initial the highest number applicable):

___	Less than \$100,000	___	\$300,001 to \$500,000
___	\$100,001 to \$200,000	___	\$500,001 to \$1,000,000
___	\$200,001 to \$300,000	___	Over \$1,000,000

22. Regardless of the amount of the proposed investment:

(a) Will the Optionee's proposed investment exceed 10% of its individual net worth, or the Optionee's joint net worth with its spouse as determined in paragraph 22 above?

___ Yes ___ No

(b) Will the Optionee be able to bear the economic risk of its investment in this transaction?

___ Yes ___ No

23. Please provide answers to the following questions.

(a) State total assets of the Optionee, including cash, stocks and bonds, automobiles, real estate, and any other assets:

\$ _____

(b) State total liabilities of the Optionee including real estate indebtedness, accounts payable, taxes payable and any other liabilities:

\$ _____

(c) State annual income of the Optionee including salary, securities income, rental income and any other income:

\$ _____

(d) State annual expenses of the Optionee, excluding ordinary living expenses, including real estate payments, rent, property taxes and other expenses:

\$ _____

(e) Does the Optionee expect the amount of its assets, liabilities, income and expenses, as stated above, to be subject to significant change in the future:

___ Yes ___ No

If yes, explain:

All information contained in this Questionnaire will be treated as confidential. However, by signing and returning this Questionnaire, the Optionee agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the Securities Act or applicable state securities law, of exemption from registration in connection with the issuance of the Securities hereunder.

The Optionee hereby certifies that the information contained in this Questionnaire is complete and accurate and the Optionee will notify the Company promptly of any change in any such information.

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire as of the ____ day of _____, 20__.

X

Signature

Print or Type Name

Social Security/Tax I.D. No.

SCHEDULE "D"
NOTICE OF EXERCISE

TO: bBooth, Inc.
901 Hancock Avenue, Unit 308
West Hollywood, California 90069

This Notice of Exercise shall constitute a proper Notice of Exercise pursuant to section 2.8 of the Stock Option Agreement dated November 12, 2014 (the "Agreement"), between bBooth, Inc. (the "Company") and the undersigned. The undersigned hereby elects to exercise the Optionee's options to purchase _____ shares of the common stock of the Company at a price of \$0.095 per share, for aggregate consideration of \$_____, on the terms and conditions set forth in the Agreement. Such aggregate consideration, in the form specified in section 2.8 of the Agreement, accompanies this notice.

The Optionee hereby represents and warrants to the Company that all representations and warranties set out in the Agreement are true as of the date of the exercise of the options under the Agreement.

The Optionee hereby further represents and warrants to the Company that the shares are being purchased only for investment and without intention to sell or distribute such shares.

The Optionee hereby directs the Company to issue, register and deliver the certificates representing the shares as follows:

Registration Information:

Name to appear on certificates

Address

City, State, and Zip Code

Delivery Instructions:

Name

Address

Telephone Number

DATED at _____, the day of _____, 20__.

 X
Signature

(Name and, if applicable, Office)

(Address)

(City, State, and Zip Code)

Fax Number or E-mail Address

Social Security/Tax I.D. No.

THE OPTIONS REPRESENTED BY THIS AGREEMENT ARE NOT TRANSFERABLE. NEITHER THE OPTIONS NOR THE OPTIONED SHARES THAT MAY BE ISSUED UPON EXERCISE OF THE OPTIONS HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE AND HAVE BEEN OR WILL BE ISSUED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

STOCK OPTION AGREEMENT

This AGREEMENT is entered into as of May 12, 2016 (the "Date of Grant").

BETWEEN:

bBOOTH, INC., a company incorporated pursuant to the laws of the State of Nevada, with an office at 901 Hancock Ave, Unit 308, West Hollywood, California 90069

(the "Company")

AND:

RORY J. CUTAIA, with an address at 901 Hancock Ave, Unit 308, West Hollywood, California 90069

(the "Optionee")

WHEREAS:

A. The Company's board of directors (the "Board") has approved and adopted a 2014 Stock Option Plan (the "Plan"), whereby the Board is authorized to grant stock options to purchase shares of common stock of the Company to the directors, officers, employees, consultants and advisors of the Company or any Parent or Subsidiary of the Company (as defined herein);

B. The Optionee is an employee of the Company; and

C. The Company wishes to grant stock options to purchase a total of **ONE MILLION TWO HUNDRED FIFTY THOUSAND (1,250,000)** Optioned Shares (as defined herein) to the Optionee as follows:

<u> X </u>	Incentive Stock Options (as defined herein)
<u> </u>	Non-Qualified Stock Options (as defined herein)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions

1.1 In this Agreement, the following terms shall have the following meanings:

- (a) “1933 Act” means the Securities Act of 1933, as amended;
 - (a) “Accredited Investor Questionnaire” means a questionnaire substantially in the form of the Accredited Investor Questionnaire attached to this Agreement as Schedule “B”;
 - (b) “Board” has the meaning ascribed thereto in Recital A of this Agreement;
 - (c) “Code” means the Internal Revenue Code of 1986;
 - (d) “Common Stock” means the shares of common stock of the Company;
 - (e) “Company Information” has the meaning ascribed thereto in Section 5.1(d) of this Agreement;
 - (f) “Date of Grant” has the meaning ascribed therefor on page 1 of this Agreement;
 - (g) “Exercise Price” means \$.095 per share;
 - (h) “Expiry Date” means May 11, 2021;
 - (i) “Incentive Stock Options” means any Options that meet all the requirements under section 422 of the Code;
 - (j) “Non-Qualified Stock Options” means any Options that do not qualify as Incentive Stock Options and, thus, do not meet the requirements under section 422 of the Code;
 - (k) “Notice of Exercise” means a notice in writing addressed to the Company at its address first recited hereto (or such other address of which the Company may from time to time notify the Optionee in writing), substantially in the form attached as Schedule “D” hereto, which notice shall specify therein the number of Optioned Shares in respect of which the Options are being exercised and which notice shall be accompanied by an executed copy of (i) an Accredited Investor Questionnaire if the Optionee is at the time of exercise an accredited investor or, (ii) if the Optionee is not an accredited investor at the time of exercise, a Prospective Investor Suitability Questionnaire showing that the Optionee qualifies for an exemption from the registration requirements imposed by the 1933 Act;
 - (l) “Options” means the right and option to purchase, from time to time, all, or any part of the Optioned Shares granted to the Optionee by the Company pursuant to Section 2.1 of this Agreement;
 - (m) “Optioned Shares” means the shares of Common Stock that are issued pursuant to the exercise of the Options;
 - (n) “Parent” means a company or other entity that owns at least fifty percent (50%) of the outstanding voting stock or voting power of the Company;
 - (o) “Plan” has the meaning ascribed thereto in Recital A of this Agreement;
 - (p) “Prospective Investor Suitability Questionnaire” means a questionnaire substantially in the form of the Prospective Investor Suitability Questionnaire attached to this Agreement as Schedule “C”;
 - (q) “SEC” means the United States Securities and Exchange Commission;
 - (r) “Securities” means, collectively, the Options and the Optioned Shares;
 - (s) “Shareholders” means holders of record of the shares of Common Stock;
 - (t) “Subsidiary” means a company or other entity, at least fifty percent (50%) of the outstanding voting stock or voting power of which is beneficially owned, directly or indirectly, by the Company;
 - (u) “U.S. Person” shall have the meaning ascribed thereto in Regulation S under the 1933 Act, and for the purpose of the Agreement includes any person in the United States; and
 - (v) “Vested Options” means the Options that have vested in accordance with Section 2.2 of this Agreement.
-

1.2 Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan.

2. THE OPTIONS

2.1 Subject to compliance with applicable laws, the Company hereby grants to the Optionee, on the terms and conditions set out in this Agreement and in the Plan, Options to purchase a total of ONE MILLION TWO HUNDRED FIFTY THOUSAND(1,250,000) Optioned Shares at the Exercise Price.

2.2 The Options will vest in accordance with Schedule "A" to this Agreement. The Options may be exercised immediately after vesting. Upon the occurrence of a "Change of Control" (as hereinafter defined), all unvested Options shall vest immediately. For purposes of this Agreement, "Change of Control" means:

- (a) the acquisition, after the date of this Agreement and excluding any acquisitions from the Company or by the Optionee, by any one individual, entity or group of beneficial ownership of 35% or more of either the then outstanding shares of common stock of the Company or the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors, which causes a change in the control of the Board resulting from the election by the shareholders of the Company of less than a majority of the persons nominated for election by management of the Company;
- (b) the approval by the stockholders of the Company of a reorganization, merger or consolidation of the Company in which the individuals and entities who were the respective beneficial owners of the common stock and voting securities of the Company immediately prior to such reorganization, merger or consolidation do not, following such reorganization, merger or consolidation, beneficially own, directly or indirectly and in the aggregate, more than 50% of the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such reorganization, merger or consolidation, which causes a change in the control of the Board resulting from the election by the shareholders of the Company of less than a majority of the persons nominated for election by management of the Company; or
- (c) a liquidation or dissolution of the Company or the sale or other disposition of all of the assets of the Company.

2.3 The Options shall, at 5:00 p.m. (Pacific time) on the Expiry Date, expire and be of no further force or effect whatsoever.

2.4 The Company shall not be obligated to cause the issuance, transfer or delivery of a certificate or certificates representing Optioned Shares to the Optionee, until provision has been made by the Optionee, to the satisfaction of the Company, for the payment of the aggregate Exercise Price for all Optioned Shares for which the Options shall have been exercised, and for satisfaction of any tax withholding obligations associated with such exercise.

2.5 The Optionee shall have no rights whatsoever as a shareholder in respect of any of the Optioned Shares (including any right to receive dividends or other distribution therefrom or thereon) except in respect of which the Options have been properly exercised in accordance with the terms of this Agreement and the Plan.

2.6 The Options will terminate in accordance with the provisions of the Plan.

2.7 Subject to the provisions of this Agreement and the Plan and subject to compliance with any applicable securities laws, the Options shall be exercisable, in full or in part, at any time after vesting, until termination. If less than all of the shares included in the vested portion of any Options are purchased, the remainder may be purchased at any subsequent time prior to the Expiry Date. Only whole shares may be issued pursuant to the exercise of any Options, and to the extent that any Option covers less than one (1) share, it is not exercisable.

2.8 Each exercise of the Options shall be by means of delivery of a Notice of Exercise (in the form attached hereto as Schedule "D") to the President of the Company at its principal executive office, specifying the number of Optioned Shares to be purchased and accompanied by (i) payment in cash or by certified check or cashier's check in the amount of the aggregate Exercise Price for the Common Stock to be purchased, and (ii)(A) if the Optionee is at the time of exercise an accredited investor, an executed copy of an Accredited Investor Questionnaire dated the same date as the Notice of Exercise or, (B) if the Optionee is not an accredited investor at the time of exercise, a Prospective Investor Suitability Questionnaire dated the same date as the Notice of Exercise showing that at the time of exercise the Optionee has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment in the Optioned Shares. In addition to payment in cash or by certified check or cashier's check and if agreed to in advance by the Company, the Optionee or transferee of the Options may pay for all or any portion of the aggregate Exercise Price by complying with one or more of the following alternatives:

- (a) by delivering to the Company shares of Common Stock previously held by the Optionee, or by the Company withholding shares of Common Stock otherwise deliverable pursuant to the exercise of the Options, which shares of Common Stock received or withheld shall have a fair market value at the date of exercise (as determined by the Board) equal to the aggregate exercise price to be paid by the Optionee upon such exercise; or
- (b) by complying with any other payment mechanism approved by the Board at the time of exercise.

2.9 It is a condition precedent to the exercise of any Options and the issuance of any Optioned Shares that the Optionee execute and/or deliver to the Company all documents and withholding taxes required in accordance with applicable laws, as determined by the Company in its sole discretion.

2.10 Nothing in this Agreement shall obligate the Optionee to purchase any Optioned Shares except those Optioned Shares in respect of which the Optionee shall have exercised the Options in the manner provided in this Agreement or the Plan.

2.11 Reference is made to the Plan for particulars of the rights and obligations of the Optionee and the Company in respect of:

- (a) the terms and conditions on which the Options are granted except to the extent set forth herein; and,
- (b) a consolidation or subdivision of the Company's share capital or a corporate reorganization,

all to the same effect as if the provisions of the Plan were set out in this Agreement and to all of which the Optionee assents. A copy of the Plan is available to the Optionee at no charge, at the Company's principal executive office. Any provision of this Agreement that is inconsistent with the Plan shall be considered void and replaced with the applicable provision of the Plan. The Company may modify, extend or renew this Agreement or the Options represented hereby or accept the surrender thereof (to the extent not previously exercised) and authorize the granting of a new option in substitution therefore (to the extent not previously exercised), subject at all times to the Plan, the applicable rules of any applicable regulatory authority or stock exchange, and any applicable laws. Notwithstanding the foregoing provisions of this Section 2.11, the Company shall not have the right to make any modification which would materially alter the terms of the Options to the Optionee's detriment or materially impair any rights of the Optionee hereunder without the consent of the Optionee.

2.12 By accepting the Options, the Optionee represents and agrees that none of the Optioned Shares purchased upon exercise of the Options will be distributed in violation of applicable federal and state laws and regulations. The Optionee further represents and agrees to provide the Company with any other document reasonably requested by the Company or the Company's Counsel.

3. DOCUMENTS REQUIRED FROM OPTIONEE

3.1 The Optionee must complete, sign and return to the Company an executed copy of this Agreement.

3.2 The Optionee shall complete, sign and return to the Company as soon as possible, on request by the Company, any documents, questionnaires, notices and undertakings as may be required by regulatory authorities, and applicable law.

3.3 If the Optionee is a resident of Canada, the Optionee shall complete, sign and return the Canadian Questionnaire (the "**Canadian Questionnaire**") to be provided to the Optionee by the Company.

4. SUBJECT TO PLAN

The terms of the Options will be subject to the Plan, as may from time to time be amended, and any inconsistencies between this Agreement and the Plan, as the same may be from time to time amended, shall be governed by the provisions of the Plan. A copy of the Plan will be delivered to the Optionee, and will be available for inspection at the principal offices of the Company.

5. ACKNOWLEDGEMENTS OF THE OPTIONEE

5.1 The Optionee acknowledges and agrees that:

- (a) the Securities have not been registered under the 1933 Act or under any state securities or “blue sky” laws of any state of the United States, and are being offered only in a transaction not involving any public offering within the meaning of the 1933 Act, and, unless so registered, may not be offered or sold in the United States or to U.S. Persons, except pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with all applicable securities laws;
 - (b) the Company has, and will have, no obligation to register any of the Securities under the 1933 Act;
 - (c) the Company will refuse to register any transfer of the Securities not made in accordance with the provisions of Regulation S, 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;
 - (d) the decision to execute this Agreement and acquire the Securities hereunder has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Company and such decision is based solely upon a review of publicly available information regarding the Company that is available on the website of the SEC at www.sec.gov (the “**Company Information**”);
 - (e) there are risks associated with an investment in the Securities;
 - (f) the Optionee and the Optionee’s advisor(s) (if applicable) have had a reasonable opportunity to ask questions of and receive answers from the Company in connection with the distribution of the Securities hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Company;
 - (g) the books and records of the Company were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Optionee during reasonable business hours at its principal place of business, and all documents, records and books in connection with the distribution of the Securities hereunder have been made available for inspection by the Optionee, the Optionee’s attorney and/or advisor(s) (if applicable);
 - (h) the Company, its officers, directors, counsel and agents are entitled to rely upon the truth and accuracy of the acknowledgements, representations, warranties, statements, answers, covenants and agreements contained in this Agreement and agrees that if any of such acknowledgements, representations, warranties, statements, answers, covenants, and agreements should become, by the passage of time after the date of this Agreement, no longer accurate or should be breached, the Optionee shall promptly notify the Company, and the Optionee will hold harmless the Company from any loss or damage it may suffer as a result of the Optionee’s failure to correctly complete or comply with the terms of this Agreement;
 - (i) the Optionee has been advised to consult its own legal, tax and other advisors with respect to the merits and risks regarding the exercise of the Options and the issuance of the Optioned Shares and with respect to applicable resale restrictions and it is solely responsible (and the Company is in not any way responsible) for compliance with applicable resale restrictions;
 - (j) the Optionee acknowledges that if the Options qualify as Incentive Stock Options, there may be no regular federal income tax liability upon the exercise of the Options, although the excess, if any, of the fair market value of such Optioned Shares on the date of exercise over the Exercise Price may be treated as a tax preference item for federal alternative minimum tax purposes and may subject the Optionee to the alternative minimum tax in the year of exercise;
-

- (k) the Optionee has (i) a pre-existing personal or business relationship with the Company and/or one or more of its officers or directors that would enable a reasonably prudent purchaser to be aware of your character, business acumen and general business and financial circumstances; or (ii) the capacity to protect the Optionee's own interests in connection with the acquisition of the Options, by reason of the Optionee's business or financial experience or that of the Optionee's professional advisors;
- (l) the Optionee will indemnify and hold harmless the Company and, where applicable, its directors, officers, employees, agents, advisors and shareholders, from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Optionee contained herein or in any document furnished by the Optionee to the Company in connection herewith being untrue in any material respect or any breach or failure by the Optionee to comply with any covenant or agreement made by the Optionee to the Company in connection therewith;
- (m) the Securities are not listed on any stock exchange or automated dealer quotation system and no representation has been made to the Optionee that any of the Securities will become listed on any stock exchange or automated dealer quotation system, except that currently certain market makers make market in the shares of the Company's common stock on the OTC Bulletin Board and the OTCQB operated by the OTC Markets Group;
- (n) neither the SEC nor any other securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
- (o) no documents in connection with this Agreement have been reviewed by the SEC or any state securities administrators;
- (p) there is no government or other insurance covering any of the Securities; and
- (q) this Agreement is not enforceable by the Optionee unless it has been accepted by the Company.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONEE

The Optionee hereby represents and warrants to and covenants with the Company (which representations, warranties and covenants shall survive the closing) that:

- (a) the Optionee is an employee, a director, an officer, a consultant or a member of the advisory board of the Company, as applicable;
 - (b) the Optionee is a U.S. Person, unless the Optionee has completed, signed and delivered the Canadian Questionnaire;
 - (c) the Optionee has received and carefully read this Agreement and the Company Information;
 - (d) the Optionee has received a brief description of the Securities and the Optionee understands that the proceeds from the exercise of the Options will be used by the Company as working capital for general corporate purposes;
 - (e) the Optionee has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Optionee enforceable against the Optionee in accordance with its terms;
 - (f) the Optionee has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Optionee is a corporation, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Optionee;
-

- (g) the Optionee:
 - (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies,
 - (ii) has no need for liquidity in this investment, and
 - (iii) is able to bear the economic risks of an investment in the Securities for an indefinite period of time, and can afford the complete loss of such investment;
 - (h) the Optionee has the requisite knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment in the Securities and the Company, and the Optionee is providing evidence of such knowledge and experience in these matters through the information requested in this Agreement;
 - (i) the Optionee is aware that an investment in the Company is speculative and involves certain risks, including the possible loss of the investment, and the Optionee has carefully read and considered the matters set forth under the caption "Risk Factors" appearing in the Company's various disclosure documents, filed with the SEC;
 - (j) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Optionee, or of any agreement, written or oral, to which the Optionee may be a party or by which the Optionee is or may be bound;
 - (k) the Optionee is purchasing the Securities for its own account for investment purposes only and not for the account of any other person and not for distribution, assignment or resale to others, and no other person has a direct or indirect beneficial interest in such Securities, and the Optionee has not subdivided his interest in the Securities with any other person;
 - (l) the Optionee is not an underwriter of, or dealer in, the shares of the Company's common stock, nor is the Optionee participating, pursuant to a contractual agreement or otherwise, in the distribution of the Securities;
 - (m) the Optionee understands and agrees that the Company and others will rely upon the truth and accuracy of the acknowledgements, representations, statements, answers and agreements contained in this Agreement, and agrees that if any of such acknowledgements, representations, statements, answers and agreements are no longer accurate or have been breached, the Optionee shall promptly notify the Company;
 - (n) the Optionee has made an independent examination and investigation of an investment in the Securities and the Company and has depended on the advice of its legal and financial advisors and agrees that the Company will not be responsible in anyway whatsoever for the Optionee's decision to acquire the Securities;
 - (o) the Optionee is not aware of any advertisement of any of the Securities and is not acquiring the Securities as a result of any form of general solicitation or general advertising including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising; and
 - (p) no person has made to the Optionee any written or oral representations:
 - (i) that any person will resell or repurchase any of the Securities,
 - (ii) that any person will refund the purchase price of any of the Securities,
 - (iii) as to the future price or value of any of the Securities, or
 - (iv) that any of the Securities will be listed and posted for trading on any stock exchange or automated dealer quotation system or that application has been made to list and post any of the Securities of the Company on any stock exchange or automated dealer quotation system, except that currently certain market makers make market in the shares of the Company's common stock on the OTC Bulletin Board and the OTCQB on the OTC Markets Group.
-

7. ACKNOWLEDGEMENT AND WAIVER

The Optionee hereby waives, to the fullest extent permitted by law, any rights of withdrawal, rescission or compensation for damages to which the Optionee might be entitled in connection with the distribution of any of the Securities.

8. PROFESSIONAL ADVICE

The acceptance of the Options and the sale of Common Stock issued pursuant to the exercise of Options may have consequences under federal and state tax and securities laws which may vary depending upon the individual circumstances of the Optionee. Accordingly, the Optionee acknowledges that he or she has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and his or her dealings with respect to Options. Without limiting other matters to be considered with the assistance of the Optionee's professional advisors, the Optionee should consider: (a) whether upon the exercise of Options, the Optionee will file an election with the Internal Revenue Service pursuant to Section 83(b) of the Code and the implications of alternative minimum tax pursuant to the Code; (b) the merits and risks of an investment in the underlying Optioned Shares; and (c) any resale restrictions that might apply under applicable securities laws.

9. LEGENDING OF SUBJECT SECURITIES

9.1 The Optionee hereby acknowledges that that upon the issuance thereof, and until such time as the same is no longer required under the applicable securities laws and regulations, the certificates representing any of the Optioned Shares will bear a legend in substantially the following form:

U.S. Residents:

NONE OF THE SECURITIES REPRESENTED HEREBY HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES (AS DEFINED HEREIN) OR TO U.S. PERSONS 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 SECURITIES LAWS. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

Canadian Residents:

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

NONE OF THE SECURITIES REPRESENTED HEREBY HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES (AS DEFINED HEREIN) OR TO U.S. PERSONS 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 SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT.

THE HOLDER OF THE SECURITIES REPRESENTED HEREBY MUST NOT TRADE SUCH SECURITIES IN OR FROM A JURISDICTION OF CANADA UNLESS THE CONDITIONS IN SECTION 13 OF MULTILATERAL INSTRUMENT 51-105 ISSUERS QUOTED IN THE U.S. OVER-THE-COUNTER MARKETS ARE MET.

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

10. RESALE RESTRICTIONS

10.1 This Agreement and the Options represented hereby are not transferable. Optioned Shares received upon exercise of any Options will be subject to resale restrictions contained in the securities legislation applicable to the Company and the Optionee. The Optionee acknowledges and agrees that the Optionee is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions.

10.2 If the Optionee is not a resident of Canada, the Optionee represents, warrants and acknowledges that:

- (a) pursuant to Multilateral Instrument 51-105 – Issuers Quoted in the U.S. Over-the-Counter Markets (“**MI 51-105**”), a subsequent trade in the Securities in or from Canada will be a distribution subject to the prospectus and registration requirements of applicable Canadian securities legislation unless certain conditions are met, which conditions include, among others, a requirement that any certificate representing the Securities (or ownership statement issued under a direct registration system or other book entry system) bear the restrictive legend (the “**Canadian Legend**”) specified in MI 51-105;
- (b) the Subscriber is not a resident of Canada and undertakes not to trade or resell any of the Shares in or from Canada unless the trade or resale is made in accordance with MI 51-105. The Subscriber understands and agrees that the Company and others will rely upon the truth and accuracy of these representations and warranties made in this Section 10.2 and agrees that if such representations and warranties are no longer accurate or have been breached, the Subscriber shall immediately notify the Company;
- (c) by executing and delivering this Agreement, the Optionee will have directed the Company not to include the Canadian Legend on any certificates representing the Securities to be issued to the Optionee. As a consequence, the Optionee will not be able to rely on the resale provisions of MI 51-105, and any subsequent trade in any of the Securities in or from Canada will be a distribution subject to applicable prospectus and registration requirements; and
- (d) if the Optionee wishes to trade or resell any of the Securities in or from Canada, the Optionee agrees and undertakes to return, prior to any such trade or resale, any certificate representing any Securities to the Company’s transfer agent to have the Canadian Legend imprinted on such certificate or to instruct the Company’s transfer agent to include the Canadian Legend on any ownership statement issued under a direct registration system or other book entry system.

10.3 The Optionee acknowledges and agrees that the Optionee is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions.

11. NO EMPLOYMENT RELATIONSHIP

The grant of an Option shall in no way constitute any form of agreement or understanding binding on the Company or any related company, express or implied, that the Company or any related company will employ or contract with an Optionee, for any length of time, nor shall it interfere in any way with the Company’s or, where applicable, a related company’s right to terminate Optionee’s employment at any time, which right is hereby reserved.

12. GOVERNING LAW

This Agreement is governed by the laws of the State of Nevada and the federal laws of the United States of America as applicable therein.

13. COSTS

The Optionee acknowledges and agrees that all costs and expenses incurred by the Optionee (including any fees and disbursements of any special counsel retained by the Optionee) relating to the acquisition of the Securities shall be borne by the Optionee.

14. SURVIVAL

This Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the shares underlying the Options by the Optionee pursuant hereto.

15. ASSIGNMENT

This Agreement is not transferable or assignable.

16. CURRENCY

Unless explicitly stated otherwise, all funds in this Agreement are stated in United States dollars.

17. SEVERABILITY

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

18. COUNTERPARTS AND ELECTRONIC MEANS

This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date first above written.

19. ENTIRE AGREEMENT

This Agreement is the only agreement between the Optionee and the Company with respect to the Options, and this Agreement and the Plan, once approved, supersede all prior and contemporaneous oral and written statements and representations and contain the entire agreement between the parties with respect to the Options.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first above written.
bBOOTH, INC.

Per: _____
Authorized Signatory

WITNESSED BY: _____)
_____)
_____)
Name _____)
_____)
Address _____)
_____)
_____)
Occupation _____)

Rory J. Cutaia

Schedule "A"

VESTING SCHEDULE

<u>Date</u>	<u>Percentage of Stock Options to Vest</u>
Vest on December 31, 2017	100%

Schedule "B"

ACCREDITED INVESTOR QUESTIONNAIRE

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Stock Option Agreement.

The Optionee covenants, represents and warrants to the Company that he or she satisfies one or more of the categories of "Accredited Investors", as defined by Regulation D promulgated under the Securities Act of 1933 (the "Securities Act"), as indicated below: (Please initial in the space provide those categories, if any, of an "Accredited Investor" which the Optionee satisfies)

- _____ Category 1 An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000;
- _____ Category 2 A natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000. For purposes of this Category 2, "net worth" means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person's primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home's estimated fair market value as long as the mortgage was incurred more than 60 days before the Securities are acquired, but includes (i) any mortgage amount in excess of the home's fair market value and (ii) any mortgage amount that was borrowed during the 60-day period before the date of the acquisition of Securities for the purpose of investing in the Securities;
- _____ Category 3 A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- _____ Category 4 A "bank" as defined under Section 3(a)(2) of the Securities Act or savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act acting in its individual or fiduciary capacity; a broker dealer registered pursuant to Section 15 of the *Securities Exchange Act of 1934* (United States); an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the *Investment Company Act of 1940* (United States) or a business development company as defined in Section 2(a)(48) of such Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the *Small Business Investment Act of 1958* (United States); a plan with total assets in excess of \$5,000,000 established and maintained by a state, a political subdivision thereof, or an agency or instrumentality of a state or a political subdivision thereof, for the benefit of its employees; an employee benefit plan within the meaning of the *Employee Retirement Income Security Act of 1974* (United States) whose investment decisions are made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000, or, if a self-directed plan, whose investment decisions are made solely by persons that are accredited investors;
- _____ Category 5 A private business development company as defined in Section 202(a)(22) of the *Investment Advisers Act of 1940* (United States);
- _____ Category 6 A director or executive officer of the Company;
- _____ Category 7 A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act;
- _____ Category 8 An entity in which all of the equity owners satisfy the requirements of one or more of the foregoing categories;

Note that the Optionee claiming to satisfy one of the above categories of Accredited Investor may be required to supply the Company with a balance sheet, prior years' federal income tax returns or other appropriate documentation to verify and substantiate the Optionee's status as an Accredited Investor.

If the Optionee is an entity which initialled the last category in reliance upon the Accredited Investor categories above, state the name, address, total personal income from all sources for the previous calendar year, and the net worth (exclusive of home, home furnishings and personal automobiles) for each equity owner of the said entity:

All information contained in this Questionnaire will be treated as confidential. However, by signing and returning this Questionnaire, the Optionee agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the Securities Act or applicable state securities law, of exemption from registration in connection with the issuance of the Securities hereunder.

The Optionee hereby certifies that the information contained in this Questionnaire is complete and accurate and the Optionee will notify the Company promptly of any change in any such information.

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire as of the day of , 20__.

X

Signature

Print or Type Name

Social Security/Tax I.D. No.

SCHEDULE "C"

PROSPECTIVE INVESTOR SUITABILITY QUESTIONNAIRE

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Stock Option Agreement.

The purpose of this Questionnaire is to assure the Company that the Optionee will meet the standards imposed by the Securities Act of 1933 (the "Securities Act") and the appropriate exemptions of applicable state securities laws. The Company will rely on the information contained in this Questionnaire for the purposes of such determination. The Option and the Optioned Shares (together, the "Securities") will not be registered under the Securities Act and has been issued in reliance upon the exemption from registration afforded by Section 3(b) and/or Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. This Questionnaire is not an offer of any securities of the Company in any state other than those specifically authorized by the Company.

Please attach additional pages if necessary to answer any question fully.

REPRESENTATIONS OF OPTIONEE

This item is presented in alternative form. Please initial in the space provided the applicable alternative.

_____ ALTERNATIVE ONE: The Optionee covenants, represents and warrants to the Company that he or she has such knowledge and experience in financial and business matters that he or she is capable of evaluating the relative merits and risks of an investment in the Securities and Company and is not utilizing a purchaser representative in connection with evaluating such merits and risks. The Optionee is providing evidence of its knowledge and experience in these matters through the information requested below in this Questionnaire.

_____ ALTERNATIVE TWO: The Optionee covenants, represents and warrants to the Company that he or she has chosen to use the services of a purchaser representative acceptable to the Optionee in connection with the Optionee's acquisition of the Securities. The Optionee hereby acknowledges that the person named below is his or her purchaser representative who will assist and advise the Optionee in evaluating the merits and risks of an investment in the Securities and the Company and affirms that such purchaser representative has previously disclosed in writing any material relationship that exists between the purchaser representative (or its affiliates) and the Company (or its affiliates) that is mutually understood to be contemplated, or that has existed at any time during the previous two years, and any compensation received or to be received as a result of such relationship.

(name of Purchaser Representative)

(address of Purchaser Representative)

If the Optionee utilizes a purchaser representative, this Questionnaire must be accompanied by a completed and signed purchaser representative Questionnaire, a copy of which can be obtained from the Company upon request.

FOR INDIVIDUAL INVESTORS

1. Name: _____

2. Residential Address & Telephone Number: _____

3. Length of Residence in State of Residence: _____

4. U.S. Citizen: ___ Yes ___ No

5. Social Security Number: _____

6. Business Address & Telephone Number: _____

7. Preferred Mailing Address: ___ Residence ___ Business

8. Date of Birth: _____

9. Employer and Position: _____

10. Name of Business: _____

11. Business or Professional Education and Degrees:

<u>School</u>	<u>Degree</u>	<u>Year Received</u>
---------------	---------------	----------------------

_____	_____	_____
_____	_____	_____

12. Prior Employment (last 5 years):

<u>Employer</u>	<u>Nature of Duties</u>	<u>Dates of Employment</u>
-----------------	-------------------------	----------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

13. Relationship to the Company, if any: _____

14. Is the Optionee an officer or director of a publicly-held company?

____ Yes ____ No

If yes, specify company: _____

15. Does the Optionee beneficially own 10% or more of the voting securities of a publicly-held company?

____ Yes ____ No

If yes, specify company: _____

16. Within the last 5 years, has the Optionee personally invested in investments sold by means of private placements in reliance on exemptions from registration under the Securities Act and state securities laws?

____ Yes ____ No

17. Prior investments by the Optionee which were purchased in reliance on exemptions from registration under the Securities Act and State securities laws (initial the highest number applicable):

Amount (Cumulative)

Real Estate:	Up to	\$50,000 to	Over
None: ____	\$50,000 ____	\$250,000 ____	\$250,000 ____
Securities:	Up to	\$50,000 to	Over
None: ____	\$50,000 ____	\$250,000 ____	\$250,000 ____
Other:	Up to	\$50,000 to	Over
None: ____	\$50,000 ____	\$250,000 ____	\$250,000 ____

18. Does the Optionee consider itself to be an experienced and sophisticated investor?

____ Yes ____ No

If so, please provide evidence of investment sophistication and/or experience:

19. Does the Optionee, or any person authorized to execute this Questionnaire, consider itself to have such knowledge of the Company and its business and such experience in financial and business matters to enable it to evaluate the merits and risks of an investment in the Securities and the Company, should the Optionee be given an opportunity to so invest?

____ Yes ____ No

20. If the Optionee is an individual, please indicate the Optionee's and his/her spouse's combined gross income during the preceding two years (initial the highest number applicable):

<u>2012</u>	<u>2011</u>
___ Less than \$75,000	___ Less than \$75,000
___ \$75,001 to \$100,000	___ \$75,001 to \$100,000
___ \$100,001 to \$200,000	___ \$100,001 to \$200,000
___ \$200,001 to \$300,000	___ \$200,001 to \$300,000
___ \$Over \$300,000	___ \$Over \$300,000

21. If the Optionee is an individual, please indicate the Optionee's and his/her spouse's combined estimated net worth (exclusive of home, home furnishings and personal automobiles) (initial the highest number applicable):

___ Less than \$100,000	___ \$300,001 to \$500,000
___ \$100,001 to \$200,000	___ \$500,001 to \$1,000,000
___ \$200,001 to \$300,000	___ Over \$1,000,000

22. Regardless of the amount of the proposed investment:

(a) Will the Optionee's proposed investment exceed 10% of its individual net worth, or the Optionee's joint net worth with its spouse as determined in paragraph 22 above?

___ Yes ___ No

(b) Will the Optionee be able to bear the economic risk of its investment in this transaction?

___ Yes ___ No

23. Please provide answers to the following questions.

(a) State total assets of the Optionee, including cash, stocks and bonds, automobiles, real estate, and any other assets:

\$ _____

(b) State total liabilities of the Optionee including real estate indebtedness, accounts payable, taxes payable and any other liabilities:

\$ _____

(c) State annual income of the Optionee including salary, securities income, rental income and any other income:

\$ _____

(d) State annual expenses of the Optionee, excluding ordinary living expenses, including real estate payments, rent, property taxes and other expenses:

\$ _____

(e) Does the Optionee expect the amount of its assets, liabilities, income and expenses, as stated above, to be subject to significant change in the future:

___ Yes ___ No

If yes, explain:

All information contained in this Questionnaire will be treated as confidential. However, by signing and returning this Questionnaire, the Optionee agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the Securities Act or applicable state securities law, of exemption from registration in connection with the issuance of the Securities hereunder.

The Optionee hereby certifies that the information contained in this Questionnaire is complete and accurate and the Optionee will notify the Company promptly of any change in any such information.

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire as of the ____ day of _____, 20__.

X

Signature

Print or Type Name

Social Security/Tax I.D. No.

SCHEDULE "D"
NOTICE OF EXERCISE

TO: bBooth, Inc.
901 Hancock Avenue, Unit 308
West Hollywood, California 90069

This Notice of Exercise shall constitute a proper Notice of Exercise pursuant to section 2.8 of the Stock Option Agreement dated November 12, 2014 (the "Agreement"), between bBooth, Inc. (the "Company") and the undersigned. The undersigned hereby elects to exercise the Optionee's options to purchase _____ shares of the common stock of the Company at a price of \$0.095 per share, for aggregate consideration of \$_____, on the terms and conditions set forth in the Agreement. Such aggregate consideration, in the form specified in section 2.8 of the Agreement, accompanies this notice.

The Optionee hereby represents and warrants to the Company that all representations and warranties set out in the Agreement are true as of the date of the exercise of the options under the Agreement.

The Optionee hereby further represents and warrants to the Company that the shares are being purchased only for investment and without intention to sell or distribute such shares.

The Optionee hereby directs the Company to issue, register and deliver the certificates representing the shares as follows:

Registration Information:

Delivery Instructions:

Name to appear on certificates

Name

Address

Address

City, State, and Zip Code

Telephone Number

DATED at _____, the day of _____, 20__.

 X

Signature

(Name and, if applicable, Office)

(Address)

(City, State, and Zip Code)

Fax Number or E-mail Address

Social Security/Tax I.D. No.
