

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

DTHERA SCIENCES

Form: 8-K

Date Filed: 2018-09-20

Corporate Issuer CIK: 1586372

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): **September 14, 2018**



DTHERA SCIENCES

(Exact Name of Registrant as Specified in Charter)

Nevada

(State or Other Jurisdiction of Incorporation)

333-191175

Commission File Number

90-0925768

(IRS Employer Identification No.)

7310 Miramar Rd Suite 350., San Diego, CA

(Address of principal executive offices)

92126

(Zip Code)

Registrant's telephone number, including area code: **(858) 215-6360**

(Former name or former address, if changed since last report.)

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

☒ Emerging growth company

☐ If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01	Entry into a Material Definitive Agreement.
Item 2.03	Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant
Item 3.02	Unregistered Sales of Equity Securities.

RSJ and Wade Capital Bridge Transaction

On September 14, 2018, Dthera Sciences, a Nevada corporation (the “Company” or “we” or “us”) entered into a Promissory Note Purchase Agreement (the “Wade Note Purchase Agreement”) with Wade Capital Corporation (“Wade”), pursuant to which we issued a 10% Original Issue Discount Promissory Note with a face amount of \$275,000, with a purchase price of \$250,000 (the “Wade Note”).

On September 17, 2018, we entered into another Promissory Note Purchase Agreement (the “RSJ Note Purchase Agreement,” and with the Wade Note Purchase Agreement, the “Bridge Note Purchase Agreements”) with RSJ INVESTMENTS SICAV A.S. (“RSJ,” and collectively with Wade, the “Purchasers”) pursuant to which we issued a 10% Original Issue Discount Promissory Note (the “RSJ Note,” and with the Wade Note, the “Bridge Notes”) with a face amount of \$550,000, with a purchase price of \$500,000, \$100,000 of which was paid through the exchange of an existing promissory note, and the other \$400,000 of which was paid in cash.

In addition, we issued warrants (the “Bridge Warrants”) to acquire an aggregate of 1,500,000 shares (the “Warrant Shares”) of our common stock (“Common Stock”) pursuant to the terms of the Note Purchase Agreement, covering 500,000 shares of Common Stock to Wade and 1,000,000 shares of Common stock to RSJ. As an added inducement to the Purchasers to enter into its respective Bridge Note Purchase Agreement, we also issued an aggregate of seven hundred-fifty thousand (750,000) shares of our restricted common stock, 250,000 shares to Wade and 500,000 to RSJ (collectively, the “Commitment Shares,” and collectively with the Bridge Warrants and the Bridge Notes, the “Bridge Securities”).

Pursuant to the Bridge Note Purchase Agreements, each of the Purchasers agreed that the face amounts of the Bridge Notes would convert automatically into or be exchanged for securities to be issued in certain potential future financings, as specified in the Bridge Notes and the Bridge Note Purchase Agreements. We agreed that until the Bridge Notes are so converted, with limited exceptions, we would not incur any debt that is senior to or pari passu with the Bridge Notes without the approval of the Purchasers.

The proceeds from the sale of the Bridge Securities are intended to be used for general corporate proceeds.

The sale of the Bridge Securities is exempt from the registration requirements of the Securities Act of 1933, as amended (the “Act”), pursuant to Section 4(a)(2) of the Act (in that the Bridge Notes, the Commitment Shares, the Bridge Warrants, and the Bridge Warrant Shares were sold by us in a transaction not involving any public offering) and pursuant to Rule 506 of Regulation D promulgated thereunder. The Bridge Notes, the Commitment Shares, the Bridge Warrants, and the Bridge Warrant Shares are restricted securities that have not been registered under the Act, and will not be registered under the Act, and may not be offered or sold absent registration or applicable exemption from the registration requirements.

Bridge Notes

The Bridge Notes accrue no interest, and each was issued at an original issue discount of 10%, with purchase prices as noted above.

The Bridge Notes are each due and payable four months after issuance, on January 14 and 17, 2019 (respectively) (the “Maturity Date”). The Bridge Notes are unsecured and accrue no interest.

Warrants

Pursuant to the terms of the Bridge Note Purchase Agreements, we also agreed to grant to each of the Purchasers the Bridge Warrants to purchase up to an aggregate of 1,500,000 shares of our Common Stock. The per-share exercise price of the Bridge Warrants is \$0.65, subject to certain adjustments. The Bridge Warrants have a term of five years, and are exercisable at any time beginning after 180 days from the issuance date on a cash basis.

The description of certain terms and conditions of the forms of the Wade Note Purchase Agreement, the RSJ Note Purchase Agreement, the form of the Bridge Note, and the Warrants set forth herein do not purport to be complete and are qualified in their entirety by reference to such documents, which are filed as Exhibits 99.1, 99.2, 4.1, and 4.2, respectively, to this Current Report on Form 8-K, and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

Exhibit	Description
4.1	Form of Bridge Note
4.2	Form of Bridge Warrant
99.1	Wade Note Purchase Agreement
99.2	RSJ Note Purchase Agreement

SIGNATURES

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

Dthera Sciences

Date: September 20, 2018

By: /s/ Edward Cox
Name: Edward Cox
Title: Chief Executive Officer

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE "ACT") OR ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (B) AN OPINION OF COUNSEL ACCEPTABLE TO COUNSEL FOR THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED AND THAT THE PROPOSED TRANSFER MAY BE MADE WITHOUT VIOLATION OF THE ACT AND ANY APPLICABLE STATE SECURITIES LAW.

No. DTHR -000__
\$_____

Date: September ____, 2018

DTHERA SCIENCES
(a Nevada corporation)

10% OID PROMISSORY NOTE
Due On or Before January ____, 2019

DTHERA SCIENCES, a Nevada corporation (the "Company"), for value received and intending to be legally bound, hereby promises to pay to the order of _____ ("Holder"), the principal amount of _____ (\$_____) (the "Principal Amount") on or before January ____, 2019 (the "Maturity Date"), on the terms set forth herein (the "Note").

This Note is subject to the terms and conditions set forth in, and is purchased from the Company pursuant to, that certain Promissory Note Purchase Agreement (the "Purchase Agreement") between the Holder and the Company of even or near date herewith.

1. **Investment Intent:** By accepting this Note, the Holder hereby acknowledges that this Note has not been registered under the Securities Act of 1933, as amended, or any state securities laws and Holder represents for himself and his legal representative that he is acquiring this Note for its own account, for investment purposes only and not with a view to, or for sale in connection with, any distribution of such securities.
2. **No Interest Original Issue Discount:** This Note was issued at an original issue discount of 10%, and shall not otherwise accrue any interest.
3. **Unsecured Obligation:** The obligations of the Company under this Note are unsecured.
4. **Securities Laws and Restrictions:** This Note has not been registered for sale under the Act, and neither this Note nor any interest in this Note may be sold, offered for sale, pledged or otherwise disposed of without compliance with applicable securities laws, including, without limitation, an effective registration statement relating thereto or delivery of an opinion of counsel acceptable to the Company that such registration is not required under the Act. Holder has reviewed the Company's periodic and annual reports as filed with the Securities and Exchange Commission (the "SEC Reports") and has based its investment decision solely on the information contained in the SEC Reports. Holder represents and warrants that it is an "accredited investor" as defined under the Act.

5. **Automatic Conversion into Crossover Round:** As described more fully in the Purchase Agreement, this Note will automatically convert into the Crossover Round (as defined in the Agreement) at the time of the closing of the Crossover Round.

6. **Events of Default:** If any of the following conditions or events ("Events of Default") shall occur and shall be continuing:

- a. if the Company shall default in the payment of principal and/or interest accruing herein when the same becomes due and payable, whether at maturity or by declaration of acceleration or otherwise, and shall fail to cure such default within fifteen days after written notice thereof from the Holder to the Company, if the Company fails to tender any payment due hereunder when the same becomes due; and shall fail to cure such default within fifteen days after written notice thereof from the Holder to the Company; or
- b. if the Company shall materially default in the performance of or compliance with any material term contained herein and such default shall not have been remedied within fifteen days after written notice thereof from the Holder to the Company; or
- c. if the Company shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or a voluntary petition for reorganization under Title 11 of the United States Code ("Title 11") shall be filed by the Company or an order shall be entered granting relief to the Company under Title 11 or a petition shall be filed by the Company in bankruptcy, or the Company shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file any answer admitting or not contesting the material allegations of a petition filed against the Company any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company or of all or any substantial part of the properties of the Company or if the Company or its directors or majority shareholders shall take any action looking to the dissolution or liquidation of the Company; or
- d. if within 120 days after the commencement of an action against the Company seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such action shall not have been dismissed or nullified or all orders or proceedings thereunder affecting the operations or the business of the Company stayed, or if the stay of any such order or proceeding shall thereafter be set aside, or if, within 120 days after the appointment without the consent or acquiescence of the Company of any trustee, receiver or liquidator of the Company or of all or any substantial part of the properties of the Company such appointment shall not have been vacated;

then, and in any such event, the Holder may at any time (unless such Event of Default shall theretofore have been remedied) at its option, by written notice to the Company, declare the Note to be due and payable, whereupon the Note shall forthwith mature and become due and payable, until the same is fully paid, without presentment, demand, protest or notice, all of which are hereby waived, subject however, to the other terms, including those relating to subordination, of this Note. No course of dealing and no delay on the part of Holder in exercising any right shall operate as a waiver thereof or otherwise prejudice such Holder's rights, powers or remedies. No right, power or remedy conferred by this Note upon Holder shall be exclusive of any other right, power or remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

7. Notice: Unless otherwise provided, any notice required or permitted under this Note shall be given in writing and shall be deemed effectively given and received as hereinafter described (i) if given by personal delivery, then such notice shall be deemed received upon such delivery, (ii) if given by telex or facsimile, then such notice shall be deemed received upon receipt of confirmation of complete transmittal, (iii) if given by certified mail return receipt requested, then such notice shall be deemed received upon the day such return receipt is signed, and (iv) if given by an internationally recognized overnight air courier, then such notice shall be deemed given one business day after delivery to such carrier. Copies of such notices shall also be transmitted by email to the email address provided for on the signature page of the Subscription Agreement. All notices shall be addressed as follows: if to the Holder, at its address as set forth in the Company's books and records and, if to the Company, at the address as follows, or at such other address as the Holder or the Company may designate by ten days' advance written notice to the other:

If to the Company:

Dthera Sciences
7310 Miramar Rd Suite 350.
San Diego, CA 92126
Attention: Edward Cox, Chief Executive Officer

With a copy to (which copy shall not constitute notice):

Kirton | McConkie
50 E. South Temple, Suite 400
Salt Lake City, UT 84111
Attention: C. Parkinson Lloyd

8. Governing Law and Jurisdiction: The Note shall be governed by the laws of the State of California. This Note and all issues arising out of this Note will be governed by and construed solely and exclusively under and pursuant to the laws of the State of California. Each of the parties hereto expressly and irrevocably agrees that any legal suit, action or proceeding arising out of or relating to this Agreement will be instituted exclusively in San Diego County, California.

9. **Severability:** If any provision, paragraph or subparagraph of this Note is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the Note, including any other provision, paragraph or subparagraph. Each provision, paragraph or subparagraph of this Note is separable from every other provision, paragraph and subparagraph and constitutes a separate and distinct covenant.
10. **Amendment:** This Note may only be amended in writing, duly endorsed by the parties hereto.
11. **Heading:** The headings in this Note are solely for convenience of reference and shall not affect its interpretation.

DTHERA SCIENCES

By: _____

Name: Edward Cox

Title: Chief Executive Officer

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES 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 AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR REASONABLY ACCEPTABLE TO THE COMPANY TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(A) UNDER THE SECURITIES ACT. THIS SECURITY IS SUBJECT TO CERTAIN RESTRICTIONS DURING THE FIRST YEAR.

SUBJECT TO THE PROVISIONS OF SECTION 10 HEREOF, THIS WARRANT SHALL BE VOID AFTER 5:00 P.M. EASTERN TIME ON _____, 2023 (THE "EXPIRATION DATE").

_____, 2018

DTHERA SCIENCES

**WARRANT TO PURCHASE SHARES OF
COMMON STOCK**

FOR VALUE RECEIVED, _____ ("Warrantholder") is entitled to purchase, subject to the provisions and conditions of this Warrant (the "**Warrant**"), from Dthera Sciences, a Nevada corporation ("**Company**"), at any time and not later than 5:00 P.M., Eastern time, on the Expiration Date (as defined above), at an exercise price per share equal to \$0.65 (the exercise price in effect being herein called the "**Warrant Price**"), _____ (_____) shares ("**Warrant Shares**") of the Company's Common Stock ("**Common Stock**"). The number of Warrant Shares purchasable upon exercise of this Warrant and the Warrant Price shall be subject to adjustment from time to time as described herein.

Section 1. Record Keeping. The Company shall maintain books for the transfer and registration of the Warrant for purposes of the Company's books and records. Upon the initial issuance of this Warrant, the Company shall issue and register the Warrant in the name of the Warrantholder on the Company's books and records.

Section 2. Transfers. As provided herein, this Warrant may be transferred only pursuant to a registration statement filed under the Securities Act of 1933, as amended (the "**Securities Act**"), or an exemption from such registration. Subject to such restrictions, the Company shall transfer this Warrant from time to time upon the books to be maintained by the Company for that purpose, upon surrender hereof for transfer, properly endorsed or accompanied by appropriate instructions for transfer and such other documents as may be reasonably required by the Company, including, if required by the Company, an opinion of its counsel to the effect that such transfer is exempt from the registration requirements of the Securities Act, to establish that such transfer is being made in accordance with the terms hereof, and a new Warrant shall be issued to the transferee and the surrendered Warrant shall be canceled by the Company.

Section 3. Exercise of Warrant.

(a) Subject to the provisions hereof, the Warrantholder may exercise this Warrant at any time beginning after 180 days from the issuance date prior to the Expiration Date, upon surrender of the Warrant, together with delivery of a duly executed Warrant exercise form, in the form attached hereto as Appendix A (the "**Notice of Exercise**") and payment by cash, certified check or wire transfer of funds of the aggregate Warrant Price for that number of Warrant Shares then being purchased, to the Company during normal business hours on any business day at the Company's principal executive offices (or such other office or agency of the Company as it may designate by notice to the Warrantholder). The Warrant Shares so purchased shall be deemed to be issued to the Warrantholder or the Warrantholder's designee, as the record owner of such shares, as of the close of business on the date on which this Warrant shall have been surrendered (or the date evidence of loss, theft or destruction thereof and security or indemnity satisfactory to the Company has been provided to the Company), the Warrant Price shall have been paid and the completed Notice of Exercise shall have been delivered. Certificates for the Warrant Shares so purchased shall be delivered to the Warrantholder within ten (10) Trading Days after this Warrant shall have been so exercised. The certificates so delivered shall be in such denominations as may be requested by the Warrantholder and shall be registered in the name of the Warrantholder or such other name as shall be designated by the Warrantholder, as specified in the Notice of Exercise. If this Warrant shall have been exercised only in part, then, unless this Warrant has expired, the Company shall, at its expense, at the time of delivery of such certificates, deliver to the Warrantholder a new Warrant representing the right to purchase the number of shares with respect to which this Warrant shall not then have been exercised. As used herein, "business day" means a day, other than a Saturday or Sunday, on which banks in New York City, New York are open for the general transaction of business. Each exercise hereof shall constitute the re-affirmation by the Warrantholder that the representations and warranties contained in that certain Promissory Note Purchase Agreement entered into by and between the Company and the Warrantholder (the "**Purchase Agreement**") are true and correct in all material respects with respect to the Warrantholder as of the time of such exercise. Notwithstanding the foregoing, to effect the exercise of the Warrant hereunder, the Warrantholder shall not be required to physically surrender this Warrant to the Company unless the entire Warrant is exercised. The Warrantholder and the Company shall maintain records showing the amount exercised and the dates of such exercise. The Warrantholder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provision of the paragraph, following exercise of a portion of the Warrant, the number of Warrant Shares of this Warrant may be less than the amount stated on the face hereof.

(b) Company's Failure to Deliver Securities in Timely Manner. If within ten (10) Trading Days after the Company's receipt of the facsimile copy of a Notice of Exercise the Company shall fail to issue and deliver a certificate to the Warrantholder and register such shares of Common Stock on the Company's share register or, if the Company's common shares are publicly trading, credit the Warrantholder's balance account with the Depository Trust & Clearing Corporation for the number of shares of Common Stock to which the Warrantholder is entitled upon the Warrantholder's exercise hereunder, and if after such date the Warrantholder is required by its broker to purchase (in an open market transaction or otherwise) or the Warrantholder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Warrantholder of the Warrant Shares which the Warrantholder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Warrantholder the amount, if any, by which (x) the Warrantholder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Warrantholder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Warrantholder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Warrantholder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Warrantholder purchases Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of \$10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Warrantholder \$1,000. The Warrantholder shall provide the Company written notice indicating the amounts payable to the Warrantholder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss.

Section 4. Compliance with the Securities Act of 1933. This Warrant may only be exercised by the Warrantholder if the Warrantholder is an "accredited investor" as defined by Rule 501 of Regulation D. The Company may cause the legend set forth on the first page of this Warrant to be set forth on each Warrant, and a similar legend on any security issued or issuable upon exercise of this Warrant, unless counsel for the Company is of the opinion as to any such security that such legend is unnecessary.

Section 5. Payment of Taxes. The Company will pay any documentary stamp taxes attributable to the initial issuance of Warrant Shares issuable upon the exercise of the Warrant; provided, however, that the Company shall not be required to pay any tax or taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificates for Warrant Shares in a name other than that of the Warrantholder in respect of which such shares are issued, and in such case, the Company shall not be required to issue or deliver any certificate for Warrant Shares or any Warrant until the person requesting the same has paid to the Company the amount of such tax or has established to the Company's reasonable satisfaction that such tax has been paid. The Warrantholder shall be responsible for income taxes due under federal, state or other law, if any such tax is due.

Section 6. Mutilated or Missing Warrants. In case this Warrant shall be mutilated, lost, stolen, or destroyed, the Company shall issue in exchange and substitution of and upon surrender and cancellation of the mutilated Warrant, or in lieu of and substitution for the Warrant lost, stolen or destroyed, a new Warrant of like tenor and for the purchase of a like number of Warrant Shares, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction of the Warrant, and with respect to a lost, stolen or destroyed Warrant, reasonable indemnity or bond with respect thereto, if requested by the Company.

Section 7. Reservation of Common Stock. At any time when this Warrant is exercisable, the Company shall at all applicable times keep reserved until issued (if necessary) as contemplated by this Section 7, out of the authorized and unissued shares of Common Stock, at least a number of shares of Common Stock equal to 100% of the number of shares of Common Stock as shall from time to time be necessary to effect the exercise of all of this Warrant then outstanding. The Company agrees that all Warrant Shares issued upon due exercise of the Warrant shall be, at the time of delivery of the certificates for such Warrant Shares, duly authorized, validly issued, fully paid and non-assessable shares of Common Stock of the Company.

Section 8. Adjustments.

(a) If the Company shall, at any time or from time to time while this Warrant is outstanding, pay a dividend or make a distribution on its Common Stock in shares of Common Stock, subdivide its outstanding shares of Common Stock into a greater number of shares or combine its outstanding shares of Common Stock into a smaller number of shares or issue by reclassification of its outstanding shares of Common Stock any shares of its capital stock (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing corporation), then (i) the Warrant Price in effect immediately prior to the date on which such change shall become effective shall be adjusted by multiplying such Warrant Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such change and the denominator of which shall be the number of shares of Common Stock outstanding immediately after giving effect to such change and (ii) the number of Warrant Shares purchasable upon exercise of this Warrant shall be adjusted by multiplying the number of Warrant Shares purchasable upon exercise of this Warrant immediately prior to the date on which such change shall become effective by a fraction, the numerator of which shall be the Warrant Price in effect immediately prior to the date on which such change shall become effective and the denominator of which shall be the Warrant Price in effect immediately after giving effect to such change, calculated in accordance with clause (i) above. Such adjustments shall be made successively whenever any event listed above shall occur.

(b) If any capital reorganization, reclassification of the capital stock of the Company, consolidation or merger of the Company with another corporation in which the Company is not the survivor, or sale, transfer or other disposition of all or substantially all of the Company's assets to another corporation shall be effected, then, as a condition of such reorganization, reclassification, consolidation, merger, sale, transfer or other disposition, lawful and adequate provision shall be made whereby each Warrantholder shall thereafter have the right to purchase and receive upon the basis and upon the terms and conditions herein specified and in lieu of the Warrant Shares immediately theretofore issuable upon exercise of the Warrant, such shares of stock, securities or assets as would have been issuable or payable with respect to or in exchange for a number of Warrant Shares equal to the number of Warrant Shares immediately theretofore issuable upon exercise of the Warrant, had such reorganization, reclassification, consolidation, merger, sale, transfer or other disposition not taken place, and in any such case appropriate provision shall be made with respect to the rights and interests of each Warrantholder to the end that the provisions hereof (including, without limitation, provision for adjustment of the Warrant Price) shall thereafter be applicable, as nearly equivalent as may be practicable in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise hereof. The Company shall not effect any such consolidation, merger, sale, transfer or other disposition unless prior to or simultaneously with the consummation thereof the successor corporation (if other than the Company) resulting from such consolidation or merger, or the corporation purchasing or otherwise acquiring such assets or other appropriate corporation or entity shall assume the obligation to deliver to the Warrantholder, at the last address of the Warrantholder appearing on the books of the Company, such shares of stock, securities or assets as, in accordance with the foregoing provisions, the Warrantholder may be entitled to purchase, and the other obligations under this Warrant. The provisions of this paragraph (b) shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales, transfers or other dispositions.

(c) In case the Company shall fix a payment date for the making of a distribution to all holders of Common Stock (including any such distribution made in connection with a consolidation or merger in which the Company is the continuing corporation) of evidences of indebtedness or assets (other than cash dividends or cash distributions payable out of consolidated earnings or earned surplus or dividends or distributions referred to in Section 8(a)), or subscription rights or warrants, the Warrant Price to be in effect after such payment date shall be determined by multiplying the Warrant Price in effect immediately prior to such payment date by a fraction, the numerator of which shall be the total number of shares of Common Stock outstanding multiplied by the Market Price per share of Common Stock immediately prior to such payment date, less the fair market value (as determined by the Company's Board of Directors in good faith) of said assets or evidences of indebtedness so distributed, or of such subscription rights or warrants, and the denominator of which shall be the total number of shares of Common Stock outstanding multiplied by such Market Price per share of Common Stock immediately prior to such payment date.

(d) An adjustment to the Warrant Price shall become effective immediately after the payment date in the case of each dividend or distribution and immediately after the effective date of each other event which requires an adjustment.

(e) In the event that, as a result of an adjustment made pursuant to this Section 8, the Warrantholder shall become entitled to receive any shares of capital stock of the Company other than shares of Common Stock, the number of such other shares so receivable upon exercise of this Warrant shall be subject thereafter to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Warrant Shares contained in this Warrant.

(f) To the extent permitted by applicable law and the listing requirements of any stock market or exchange on which the Common Stock is then listed, the Company from time to time may decrease the Warrant Price by any amount for any period of time if the period is at least twenty (20) days, the decrease is irrevocable during the period and the Board shall have made a determination that such decrease would be in the best interests of the Company, which determination shall be conclusive provided however, that the Warrant Price may not be decreased below the Market Price on the date of the execution of the Subscription Agreement. Whenever the Warrant Price is decreased pursuant to the preceding sentence, the Company shall provide written notice thereof to the Warrantholder at least five (5) days prior to the date the decreased Warrant Price takes effect, and such notice shall state the decreased Warrant Price and the period during which it will be in effect.

Section 9. Fractional Interest. The Company shall not be required to issue fractions of Warrant Shares upon the exercise of this Warrant. If any fractional share of Common Stock would, except for the provisions of the first sentence of this Section 9, be deliverable upon such exercise, the Company, in lieu of delivering such fractional share, shall pay to the exercising Warrantholder an amount in cash equal to the Market Price (determined in accordance with Section 3(b)) of such fractional share of Common Stock on the date of exercise.

Section 10. Benefits. Nothing in this Warrant shall be construed to give any person, firm or corporation (other than the Company and the Warrantholder) any legal or equitable right, remedy or claim, it being agreed that this Warrant shall be for the sole and exclusive benefit of the Company and the Warrantholder.

Section 11. Notices to Warrantholder. Upon the happening of any event requiring an adjustment of the Warrant Price, the Company shall not later than five (5) Business Days after the occurrence of such event give written notice thereof to the Warrantholder at the address appearing in the records of the Company, stating the adjusted Warrant Price and the adjusted number of Warrant Shares resulting from such event and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. Failure to give such notice to the Warrantholder or any defect therein shall not affect the legality or validity of the subject adjustment. In the event that the Company fails to give notice of an event requiring an adjustment of the Warrant Price to the Warrantholder within five Business Days of such event, the Company shall pay to the Warrantholder liquidated damages of Ten Thousand Dollars (\$10,000).

Section 12. Identity of Transfer Agent. The Transfer Agent for the Common Stock is Interwest Transfer Co., Inc., in Salt Lake City, Utah. Upon the appointment of any subsequent transfer agent for the Common Stock or other shares of the Company's capital stock issuable upon the exercise of the rights of purchase represented by the Warrant, the Company will mail to the Warrantholder a statement setting forth the name and address of such transfer agent.

Section 13. Notices. Unless otherwise provided, any notice required or permitted under this Warrant shall be given in writing and shall be deemed effectively given and received as hereinafter described (i) if given by personal delivery, then such notice shall be deemed received upon such delivery, (ii) if given by telex or facsimile, then such notice shall be deemed received upon receipt of confirmation of complete transmittal, (iii) if given by certified mail return receipt requested, then such notice shall be deemed received upon the day such return receipt is signed, and (iv) if given by an internationally recognized overnight air courier, then such notice shall be deemed given one business day after delivery to such carrier. Copies of such notices shall also be transmitted by email to the email address provided for on the signature page of the Subscription Agreement. All notices shall be addressed as follows: if to the Warrantholder, at its address as set forth in the Company's books and records and, if to the Company, at the address as follows, or at such other address as the Warrantholder or the Company may designate by ten days' advance written notice to the other:

If to the Company:

Dthera Sciences
7310 Miramar Rd Suite 350.
San Diego, CA 92126
Attention: Edward Cox, Chief Executive Officer

With a copy to (which copy shall not constitute notice):

Kirton | McConkie
50 E. South Temple, Suite 400
Salt Lake City, UT 84111
Attention: C. Parkinson Lloyd

Section 14. Successors. All the covenants and provisions hereof by or for the benefit of the Warrantholder shall bind and inure to the benefit of its respective successors and assigns hereunder.

Section 15. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Warrant shall be governed by, and construed in accordance with, the internal laws of the State of California, without reference to the choice of law provisions thereof. The Company and, by accepting this Warrant, the Warrantholder, each irrevocably submits to the exclusive jurisdiction of the courts of the State of California located in San Diego County and the United States District Court for the Southern District of California for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Warrant and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Warrant. The Company and, by accepting this Warrant, the Warrantholder, each irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. The Company and, by accepting this Warrant, the Warrantholder, each irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

EACH OF THE COMPANY AND, BY ITS ACCEPTANCE HEREOF, THE WARRANTHOLDER HEREBY WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS WARRANT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.

Section 16. No Rights as Stockholder. Prior to the exercise of this Warrant, the Warrantholder shall not have or exercise any rights as a stockholder of the Company by virtue of its ownership of this Warrant.

Section 17. Amendment; Waiver. Any term of this Warrant may be amended or waived (including the adjustment provisions included in Section 8 of this Warrant) upon the written consent of the Company and the holders of Warrants representing at least 50.1% of the number of shares of Common Stock then subject to all outstanding Warrants (the "**Majority Holders**"); provided, that (x) any such amendment or waiver must apply to all Warrants; and (y) the number of Warrant Shares subject to this Warrant, the Warrant Price and the Expiration Date may not be amended, and the right to exercise this Warrant may not be altered or waived, without the written consent of the Warrantholder.

Section 18. Remedies; Other Obligations; Breaches and Injunctive Relief. The remedies provided in this Warrant shall be cumulative and in addition to all other remedies available under this Warrant and the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the right of the Warrantholder right to pursue actual damages for any failure by the Company to comply with the terms of this Warrant. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Warrantholder and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the Warrantholder shall be entitled, in addition to all other available remedies, an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

Section 19. Section Headings. The section headings in this Warrant are for the convenience of the Company and the Warrantholder and in no way alter, modify, amend, limit or restrict the provisions hereof.

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed, as of the ____ day of _____, 2018.

DTHERA SCIENCES

By: _____
Name: Edward Cox
Title: Chief Executive Officer

NUMBER OF WARRANTS PURCHASED: _____

APPENDIX A

DTHERA SCIENCES
NOTICE OF EXERCISE FORM

To Dthera Sciences:

The undersigned hereby irrevocably elects to exercise the right of purchase represented by the within Warrant (" **Warrant**") for, and to purchase thereunder by the payment of the Warrant Price and surrender of the Warrant, _____ shares of Common Stock (" **Warrant Shares**") provided for therein, and requests that certificates for the Warrant Shares be issued as follows:

Name

Address

Federal Tax ID or Social Security No.

and delivered by certified mail to the above address, or (if the Company's Common Stock is publicly traded) electronically (provide DWAC Instructions):

or other (specify):

and, if the number of Warrant Shares shall not be all the Warrant Shares purchasable upon exercise of the Warrant, that a new Warrant for the balance of the Warrant Shares purchasable upon exercise of this Warrant be registered in the name of the undersigned Warrantholder or the undersigned's Assignee as below indicated and delivered to the address stated below.

[Signature page follows.]

Dated: _____, _____

Signature

Signature of Spouse/Partner (if applicable)

Individual or Entity Name (and Title, if applicable)

Name (please print)

Address

Address

Federal Identification or Social Security No.

Federal Identification or Social Security No.

Assignee:

Note: The signature must correspond with the name of the Warrantholder as written on the first page of the Warrant in every particular, without alteration or enlargement or any change whatever, unless the Warrant has been assigned.

THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE, AND THE SECURITIES WILL BE OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF FEDERAL AND STATE LAW BY VIRTUE OF ASANTE TREE FOUNDATION'S INTENDED COMPLIANCE WITH SECTION 4(a)(2) OF THE ACT, THE PROVISIONS OF REGULATION D PROMULGATED THEREUNDER, AND PARALLEL EXEMPTIONS UNDER STATE LAW. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY REGULATORY AUTHORITY. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

PROMISSORY NOTE PURCHASE AGREEMENT

THIS PROMISSORY NOTE PURCHASE AGREEMENT ("**Agreement**") is entered into between and among Dthera Sciences, a Nevada corporation (the "**Company**"), and the individual or entity named on the Execution and Signature Pages hereto (the "**Purchaser**"), dated as of September 14, 2018. The Company and the Purchaser may each be referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

- A. The Purchaser desires to acquire the principal amount of Notes as set forth on the Execution Pages hereto.
- B. Pursuant to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to subscribe for and purchase from the Company, a Promissory Note (the "**Note**"). The form of the Note is attached hereto as Exhibit A.
- C. The Note is issued with an original issue discount of 10%, with the face amount of the Note being equal to 110% of the Purchase Price (defined below) paid for the Note.
- D. The Company and the Purchaser are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Rule 506(b) of Regulation D ("**Regulation D**") as promulgated by the United States Securities and Exchange Commission (the "**SEC**") under the Securities Act of 1933, as amended (the "**Securities Act**").

IN CONSIDERATION of the mutual covenants and promises set forth below and other good and valuable consideration, the receipt and adequacy of which the parties acknowledge by their signatures below, Purchaser hereby agrees to acquire, and the Company agrees to issue and sell, certain securities of the Company according to the terms and conditions set forth in this Agreement.

AGREEMENT

1. Purchase of Securities.

- a. Notes. Subject to the terms and conditions of this Agreement, Purchaser hereby agrees to acquire, and the Company agrees to sell one or more Notes in the face amount set forth on the Execution Pages hereto, and Purchaser agrees to pay the purchase price set forth on the Execution Pages hereto (the "**Purchase Price**"). The Purchaser agrees to wire the funds (\$250,000) to the Company per the Wire Instructions included as Exhibit B upon execution of this Agreement by the Purchaser. The Company shall transmit the Note to the Purchaser upon receipt of the \$250,000 Purchase Price.
- b. Warrants. As inducement to the Purchaser to enter into this Agreement and to purchase the Note, the Company agrees to issue Warrants (the "**Warrants**") to purchase up to Five Hundred Thousand (500,000) shares of the Company's common stock (the "**Warrant Shares**"). The Warrants will be five-year warrants, will have an exercise price equal to \$0.65, and will have such other terms and conditions as are set forth in the form of Warrant include as Exhibit C hereto.
- c. Commitment Shares. As further inducement to the Purchaser to enter into this Agreement and to purchase the Note, the Company agrees to issue, within five (5) business days of the execution of this Agreement by the Purchaser, Two Hundred Fifty Thousand (250,000) additional shares of the Company's restricted common stock (the "**Commitment Shares**"). By signing below, the Purchaser agrees that it is purchasing the Commitment Shares pursuant to this Agreement.

d. Securities. The Note, the Warrants, the Warrant Shares, and the Commitment Shares may be referred to herein as the “ **Securities**.”

2. Acceptance; Revocability. This Agreement is irrevocable by Purchaser upon its execution and tender to the Company. Upon acceptance by execution of this Agreement by the Company, which date shall constitute the closing date (the “**Closing Date**”) for the Purchaser, the Company may not thereafter revoke this Agreement.
3. Use and Disposition of Proceeds. Purchaser acknowledges and agrees that if the Company accepts the Agreement, there shall be no escrow of the Purchase Price paid by the Purchaser, and the Company shall be entitled to use the Purchase Price funds upon their receipt by the Company, and that such funds shall be used by the Company according to the Company’s management’s discretion. The Purchaser acknowledges that there is no minimum subscription amount which the Company must receive prior to any subscription funds becoming available to the Company.
4. Automatic Conversion into Crossover Round. The Parties hereto understand, acknowledge, and agree that the sale of the Securities by the Company to the Purchaser is predicated and conditioned on the Purchaser’s agreement to participate in the Company’s upcoming crossover financing round (the “**Crossover Financing**”). By signing below, the Purchaser agrees that the face amount of the Note will be automatically converted into or exchanged for the securities issued by the Company in the Crossover Round, and that the Purchaser agrees to and will be subject to all terms and conditions of the Crossover Round. Additionally, the Company agrees that until the face amount of the Note is converted into the Crossover Financing, other than a 10% Original Issue Discount Senior Secured Convertible Promissory Note issued by the Company of even or near date herewith, the Company shall not incur any debt that is senior to or pari passu with the Note without the approval of the Purchaser.
5. Representations and Warranties of Purchaser. To induce the Company’s acceptance of this Agreement, Purchaser hereby represents and warrants to the Company and its agents and attorneys as follows:
 - a. Accredited Status. The Purchaser, by signing this Agreement, hereby represents and warrants that the Purchaser is an “ Accredited Investor” as defined in Regulation D under the Securities Act, because the Purchaser meets the requirements set forth in one or more of the enumerated categories.
 - b. Liquidity. Purchaser presently has sufficient liquid assets to pay the Purchase Price. Purchaser’s overall commitments to investments that are not readily marketable is not disproportionate to Purchaser’s total assets, and Purchaser’s investment in the Company will not cause such overall commitment to become excessive. Purchaser has adequate means of providing for its current needs and contingencies and has no need for liquidity in its investment in the Company or for a source of income from the Company. Purchaser is capable of bearing the economic risk and the burden of the investment contemplated by this Agreement, including, but not limited to, the possibility of the complete loss of the value of the Notes and the limited transferability of the Notes, which may make the liquidation of the Notes impossible in the near future.
 - c. Organization, Standing, Authorization. If a corporation, limited liability company, or other entity, Purchaser is duly organized, validly existing, and in good standing under the laws of its State of organization, and has the requisite power and authority to enter into this Agreement, acquire the Securities, and execute and deliver any documents or instruments in connection with this Agreement. The execution and delivery of this Agreement, and all other documents and instruments executed by Purchaser in connection with any of the transactions contemplated by this Agreement have been duly authorized by all required action of Purchaser’s members or managers. The person executing, on Purchaser’s behalf, this Agreement and any other documents or instruments executed by Purchaser in connection with this Agreement is duly authorized to do so.
 - d. Absence of Conflicts. Purchaser represents and warrants that the execution and delivery of this Agreement and any other document or instrument executed in connection with this Agreement, and the consummation of the transactions contemplated thereby, and compliance with the requirements thereof, will not violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Purchaser, or the provision of any indenture, instrument or agreement to which Purchaser is a party or are subject, or by which Purchaser or any of its properties is bound, or conflict with or constitute a material default thereunder, or result in the creation or imposition of any lien pursuant to the terms of any such indenture, instrument or agreement, or constitute a breach of any fiduciary duty owed by either Purchaser to any third party, or require the approval of any third-party pursuant to any material contract, agreement, instrument, relationship or legal obligation to which Purchaser is subject or to which any of its properties, operations or management may be subject.

- e. Sole Party in Interest. Purchaser represents that it is the sole and true party in interest, and that it is acquiring the Notes for its own account and not for the account of any other person or entity.
- f. Investment Purpose. Purchaser represents that it is acquiring the Notes for its own account and for investment purposes and not on behalf of any other person or entity or for or with a view to resale or distribution.
- g. Knowledge and Experience. Purchaser has been advised, to the Purchaser's satisfaction and understanding, with respect to the advisability of an investment in the Company and the Notes. Purchaser is experienced in evaluating and making speculative investments, and has the capacity to protect its interests in connection with the acquisition of the Notes. Purchaser has such knowledge and experience in financial and business matters in general, and investments in the Company's industry in particular, that Purchaser is capable of evaluating the merits and risks of Purchaser's investment in the Company. Purchaser has been informed that an investment in the Company is speculative and has concluded that Purchaser's proposed investment is appropriate in light of its overall investment objectives and financial situation.
- h. Investment Advisors. Purchaser represents that no investment advisor or purchaser representative has been consulted or retained in connection with Purchaser's decision to invest in the Company.
- i. Disclosure, Access to Information. Purchaser confirms that it has received and thoroughly read and is familiar with and understands this Agreement, the Note, and all other information provided by the Company to the Purchaser, and that all documents, records, books and other information pertaining to Purchaser's investment in the Company requested by Purchaser have been made available for inspection and copying and that there are no additional materials or documents that have been requested by Purchaser that have not been made available by the Company. Purchaser further acknowledges it has had an opportunity to ask questions of and receive answers from the Company's representatives, and that any decision not to ask questions of the Company's representatives was a conscious decision on Purchaser's part and reflects Purchaser's belief that no additional information is necessary in order to make an informed decision about investing in the Company. Purchaser further acknowledges that it understands that the Company is not subject to the periodic reporting requirements of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"). Purchaser further acknowledges that the Company has not provided the Purchaser with any private placement memorandum, but has provided other disclosure documents (the "**Disclosure Documents**"), and that the Purchaser has read and reviewed such Disclosure Documents.
- j. Exclusive Reliance on this Agreement. In making the decision to purchase the Notes, Purchaser has relied exclusively upon information included in this Agreement or incorporated herein by reference, and investigations made by Purchaser, and not on any other representations, promises or information, whether written or verbal, by any person.
- k. Accuracy of Unincorporated Documents and Other Unincorporated Materials. To the extent Purchaser has received documents or other materials, other than as expressly incorporated herein by reference, Purchaser acknowledges the following with respect to such documents and materials:
 - i. Such documents and materials and any projections contained therein may be incomplete, may contain errors or misstatements, and do not purport to adequately describe the transactions contemplated by this Agreement. Purchaser agrees that such documents and materials cannot be relied upon in making a decision as to whether to purchase the Notes and acknowledges that there can be no assurance that any of the projections contained therein will be accomplished by the Company; and

- ii. Purchaser has been advised and fully understands that any summaries, projections, forecasts or estimates included in such documents and materials, including those relating to projections, possible revenues, income, profitability of the Company or an investment therein inherently involve uncertainties and may be affected by circumstances in the future which cannot be reasonably predicted and are beyond the control of the Company. Further, the projections, forecasts and estimates are speculative and may be optimistic, and there can be no assurance that any of the projections, forecasts or estimates will be reached, or that the Company will successfully produce a commercially viable product or that the Company will realize any income or profits or that any dividends or distributions of profits will be paid on the Company's securities.
- i. Residency. If a corporation or other entity, Purchaser is organized under the laws of and has its principal place of business as indicated on the Execution Pages hereto. If an individual, Purchaser's primary residence is as indicated on the Execution Pages hereto.
- m. Advice of Counsel. Purchaser understands the terms and conditions of this Agreement, has investigated all issues to Purchaser's satisfaction, has consulted with such of Purchaser's own legal counsel or other advisors as Purchaser deems necessary, and is not relying, and has not relied, on the Company for an explanation of the terms or conditions of this Agreement or any document or instrument related to the transactions contemplated thereby. Purchaser further acknowledges, understands, and agrees that, in arranging for the preparation of this Agreement and all other documents and materials related thereto, the Company has not attempted to procure, and has not procured, legal representation for Purchaser.
- n. Accuracy of Representations and Information. All representations made by Purchaser in this Agreement and all documents and instruments related to this Agreement, and all information provided by Purchaser to the Company concerning Purchaser and its respective financial positions is correct and complete as of the date hereof. If there is any material change in such information before the actual issuance of the Notes, Purchaser immediately will provide such information to the Company.
- o. No Representations. None of the following have ever been represented, guaranteed, or warranted to Purchaser by the Company or any of its employees, agents, representatives or affiliates, or any broker or any other person, expressly or by implication:
- i. The approximate or exact length of time that Purchaser will be required to remain as owner of the Notes, other than as relates to the term of the Notes as described in Exhibit A hereto;
 - ii. The return on investment or amount of or type of consideration, profit or loss (including tax write-offs or other tax benefits) to be realized, if any, as a result of an investment in the Notes; or
 - iii. The past performance or experience on the part of the Company or any affiliate or their associates, agents or employees, or of any other person as being indicative of future results of an investment in the Notes.
- p. U.S. Federal Tax Matters. Purchaser has reviewed and understands the federal income tax aspects of its purchase of the Notes, and has received such advice in this regard as Purchaser deems necessary from qualified sources such as attorneys, tax advisors or accountants, and is not relying on any representative or employee of the Company for such advice.
- q. No Representations by Brokers or Finders. Purchaser represents in making its decision to purchase the Notes, it is not relying on any representations, warranties, promises, or other inducements to purchase that were made by any broker, finder, or selling agent of the Company, and that the only representations, warranties, or other inducements to purchase are contained in the written materials provided by the Company to the Purchaser.

6. Certain Risk Factors. Purchaser has been informed about and fully understands that there are risks associated with an investment in the Company. By signing below, the Purchaser acknowledges that he or she has reviewed the public filings of the Company made with the U.S. Securities and Exchange Commission and discussed such risks relating to an investment in the Company, and further recognizes and acknowledges that an investment in the Securities includes a significant risk that the Purchaser's entire investment may be lost.
7. Manner of Sale. At no time was Purchaser presented with or solicited by or through any leaflet, public promotional meeting, television advertisement, or any other form of general solicitation or advertising.
8. Restricted Securities. Purchaser understands and acknowledges that any transfer of the Notes has not been registered under the Act, or any state securities laws, and the Notes will be issued in reliance upon certain exemptions from the registration requirements of those laws, and thus cannot be resold unless they are registered under the Act or unless the Company has first received an opinion of competent securities counsel that an exemption from registration is available for such resale. With regard to the restrictions on resales of the Notes, Purchaser is aware (i) of the limitations and applicability of Securities and Exchange Commission Rule 144; and (ii) that the Company will issue stop transfer orders to a transfer agent in the event of attempts to improperly transfer any such securities.
9. Indemnification.
- a. Purchaser agrees to indemnify the Company, its officers employees and agents, and hold them harmless from and against any and all liability, damage, cost or expense, including attorney's fees, incurred on account or arising out of:
 - i. Any inaccuracy in the declarations, representations, and warranties by Purchaser set forth herein;
 - ii. The disposition of the Notes or any portion thereof, by Purchaser contrary to the declarations, representations and warranties set forth herein and any restrictions on transfer that may be noted on the certificates representing such securities; and
 - iii. Any action, suit or proceeding based upon (i) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company; or (ii) the disposition of the Notes, or any portion thereof.
 - iv. The Parties agree that any actions, suits, or proceedings that are held to be unfounded or vexatious shall be excluded from the Purchaser's requirements pursuant to this Section 9.
 - b. The Company agrees to indemnify the Purchaser and hold it harmless from and against any and all liability, damage, cost or expense, including attorney's fees, incurred on account or arising out of:
 - i. Any inaccuracy in the declarations, representations, and warranties by the Company set forth herein; and
 - ii. Any action, suit or proceeding based upon (i) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Purchaser; or (ii) the disposition of the Notes, or any portion thereof.
 - iii. The Parties agree that any actions, suits, or proceedings that are held to be unfounded or vexatious shall be excluded from the Company's requirements pursuant to this Section 9.
10. Representations and Warranties of the Company. The Company hereby represents and warrants to Purchaser as follows:
- a. Organization, Standing, Etc. The Company is duly incorporated, validly existing, and in good standing under the laws of Nevada, and has the requisite power and authority to enter into and perform this Agreement and to execute and perform under the documents, instruments and agreements related to this Agreement.

- b. Authorization. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all required action of the Company.

11. Nondisclosure. Except as required by applicable securities laws, rules and regulations, prior to the Closing Date, no press release or other announcement concerning the proposed transactions will be issued except by mutual consent of the parties. This Agreement and all negotiations and discussions between the parties in connection with this Agreement shall be strictly confidential and will not be disclosed in any manner prior to the Closing Date, except to employees and agents of the parties on a need-to-know basis, as required by applicable law or regulations or as otherwise agreed by the parties. After closing, disclosure shall be at the sole discretion of the Company.

12. Remedies; Other Obligations; Breaches and Injunctive Relief. The remedies provided in this Agreement shall be cumulative and in addition to all other remedies available under this Agreement and the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the right of the Purchaser right to pursue actual damages for any failure by the Company to comply with the terms of this Agreement. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Purchaser and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the Purchaser shall be entitled, in addition to all other available remedies, an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

13. General Provisions.

- a. Attorneys' Fees. In the event of a default in the performance of this Agreement or any document or instrument executed in connection with this Agreement, the defaulting party, in addition to all other obligations of performance hereunder, shall pay reasonable attorneys' fees and costs incurred by the non-defaulting party to enforce performance or clarify the terms of this Agreement.
- b. Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. The parties irrevocably submit and consent to the exclusive jurisdiction of and venue in, the Federal District Court located in the County of San Diego, California. The parties agree not to raise the defense of forum non conveniens. Each party irrevocably consents and agrees that by execution and delivery of this Agreement, each party hereby submits to and accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement including the agreement to arbitrate brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Each party further agrees that personal jurisdiction over it may be affected by service of process by certified mail addressed as provided on the Execution Pages of this Agreement, and when so made shall be as if served upon it personally within the State of Utah.
- c. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.
- d. Entire Agreement. This Agreement, and any appendices, schedules or other attachments referred to herein (all of which are incorporated in this Agreement by reference) collectively set forth the entire agreement between the parties as to the subject matter hereof, supersede any and all prior or contemporaneous agreements or understandings of the parties relating to the subject matter of this Agreement, and may not be amended except by an instrument in writing signed by all of the parties to this Agreement.
- e. Expenses. The parties shall be responsible for and shall pay their own costs and expenses, including without limitation attorneys' fees and accountants' fees and expenses, in connection with the conduct of the due diligence inquiry, negotiation, execution and delivery of this Agreement and the instruments, documents and agreements executed in connection with this Agreement.

- f. Headings. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.
- g. Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given and received as hereinafter described (i) if given by personal delivery, then such notice shall be deemed received upon such delivery, (ii) if given by telex or facsimile, then such notice shall be deemed received upon receipt of confirmation of complete transmittal, (iii) if given by certified mail return receipt requested, then such notice shall be deemed received upon the day such return receipt is signed, and (iv) if given by an internationally recognized overnight air courier, then such notice shall be deemed given one business day after delivery to such carrier. Copies of such notices shall also be transmitted by email to the email address provided for on the signature page of the Subscription Agreement. All notices shall be addressed as follows: if to the Purchaser, at its address as set forth in the Company's books and records and, if to the Company, at the address as follows, or at such other address as the Purchaser or the Company may designate by ten days' advance written notice to the other:
- If to the Company:
Dthera Sciences
7310 Miramar Rd Suite 350.
San Diego, CA 92126
Attention: Edward Cox, Chief Executive Officer
- With a copy (which shall not constitute notice) to:
Kirtan McConkie, P.C.
Attn: C. Parkinson Lloyd
50 E. South Temple, Suite 400
Salt Lake City, Utah 84111
Email: plloyd@kmclaw.com
- h. Severability. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.
- i. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, but shall not be assignable by Purchaser without the prior written consent of the Company.
- j. Survival of Certain Representations, Warranties and Covenants Closing. All warranties, representations, indemnities and agreements made in this Agreement by either party shall survive the date of this Agreement, the Closing Date, the consummation of the transactions contemplated by this Agreement, and the issuance by the Company of the Notes.

[Signature page follows.]

EXECUTION PAGE FOR SUBSCRIPTION BY ENTITIES

AGGREGATE AMOUNT OF NOTES SUBSCRIBED FOR \$ 275,000

PURCHASE PRICE PAID: \$ 250,000

EMPLOYMENT BENEFIT PLAN OR TRUST (including pension plan, profit sharing plan, other defined contribution plan and SEP)

IRA, IRA ROLLOVER OR KEOGH PLAN

TRUST (other than employee benefit trust)

CORPORATION (Please include certified corporate resolution authorizing signature)

PARTNERS

OTHER

Print information as it is to appear on ATF records.

(Name of Subscriber)

(Taxpayer ID Number)

(Plan number, if applicable)

(Address)

(Telephone Number)

(Email address)

Name and Taxpayer ID number of sponsor, if applicable

The Purchaser trustee, partner, corporate officer or fiduciary certifies that he or she has full power and authority from all beneficiaries, partners or shareholders of the entity named above to execute this Agreement on behalf of the entity and to make the representations, warranties and agreements made herein on their behalf and that investment in the Notes has been affirmatively authorized by the governing board or body of such entity and is not prohibited by law or the governing documents of the entity.

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

PURCHASER:
WADE CAPITAL

By: _____
Print Name: _____
Title: _____

THE COMPANY:

DTHERA SCIENCES
a Nevada corporation

By: _____
Print Name: Ed Cox
Title: Chief Executive Officer

EXHIBIT A

FORM OF PROMISSORY NOTE

EXHIBIT B

WIRE PAYMENT INSTRUCTIONS

THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE, AND THE SECURITIES WILL BE OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF FEDERAL AND STATE LAW BY VIRTUE OF ASANTE TREE FOUNDATION'S INTENDED COMPLIANCE WITH SECTION 4(a)(2) OF THE ACT, THE PROVISIONS OF REGULATION D PROMULGATED THEREUNDER, AND PARALLEL EXEMPTIONS UNDER STATE LAW. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY REGULATORY AUTHORITY. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

PROMISSORY NOTE PURCHASE AGREEMENT

THIS PROMISSORY NOTE PURCHASE AGREEMENT (" **Agreement**") is entered into between and among Dthera Sciences, a Nevada corporation (the "**Company**"), and the individual or entity named on the Execution and Signature Pages hereto (the "**Purchaser**"), dated as of September 17, 2018. The Company and the Purchaser may each be referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

- A. The Purchaser desires to acquire the principal amount of Notes as set forth on the Execution Pages hereto.
- B. Pursuant to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to subscribe for and purchase from the Company, a Promissory Note (the "**Note**"). The form of the Note is attached hereto as Exhibit A.
- C. The Note is issued with an original issue discount of 10%, with the face amount of the Note being equal to 110% of the Purchase Price (defined below) paid for the Note.
- D. The Company and the Purchaser are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Rule 506(b) of Regulation D ("**Regulation D**") as promulgated by the United States Securities and Exchange Commission (the "**SEC**") under the Securities Act of 1933, as amended (the "**Securities Act**").

IN CONSIDERATION of the mutual covenants and promises set forth below and other good and valuable consideration, the receipt and adequacy of which the parties acknowledge by their signatures below, Purchaser hereby agrees to acquire, and the Company agrees to issue and sell, certain securities of the Company according to the terms and conditions set forth in this Agreement.

AGREEMENT

1. Purchase of Securities.

- a. Notes. Subject to the terms and conditions of this Agreement, Purchaser hereby agrees to acquire, and the Company agrees to sell one or more Notes in the face amount set forth on the Execution Pages hereto, and Purchaser agrees to pay the purchase price set forth on the Execution Pages hereto (the "**Purchase Price**"). The Company and the Purchaser agree that the Purchaser shall be entitled to pay \$100,000 of the Purchase Price by exchanging its currently outstanding promissory note (the "Prior Note") in the original face amount of \$100,000 as partial payment. The Purchaser agrees to wire the remaining funds (\$400,000) to the Company per the Wire Instructions included as Exhibit B upon execution of this Agreement by the Purchaser. The Company shall transmit the Note to the Purchaser upon receipt of the Prior Note and the \$400,000 cash portion of the Purchase Price.
- b. Warrants. As inducement to the Purchaser to enter into this Agreement and to purchase the Note, the Company agrees to issue Warrants (the "**Warrants**") to purchase up to One Million (1,000,000) shares of the Company's common stock (the "**Warrant Shares**"). The Warrants will be five-year warrants, will have an exercise price equal to \$0.65, and will have such other terms and conditions as are set forth in the form of Warrant include as Exhibit C hereto.

- c. Commitment Shares. As further inducement to the Purchaser to enter into this Agreement and to purchase the Note, the Company agrees to issue, within five (5) business days of the execution of this Agreement by the Purchaser, Five Hundred Thousand (500,000) additional shares of the Company's restricted common stock (the "**Commitment Shares**"). By signing below, the Purchaser agrees that it is purchasing the Commitment Shares pursuant to this Agreement. For the avoidance of doubt, upon the closing of the transaction, The Company will issue to The Purchaser, the Commitment shares directly for no additional cost and require no additional action from the purchaser.
- d. Securities. The Note, the Warrants, the Warrant Shares, and the Commitment Shares may be referred to herein as the "**Securities**."
2. Acceptance; Revocability. This Agreement is irrevocable by Purchaser upon its execution and tender to the Company. Upon acceptance by execution of this Agreement by the Company, which date shall constitute the closing date (the "**Closing Date**") for the Purchaser, the Company may not thereafter revoke this Agreement.
3. Use and Disposition of Proceeds. Purchaser acknowledges and agrees that if the Company accepts the Agreement, there shall be no escrow of the Purchase Price paid by the Purchaser, and the Company shall be entitled to use the Purchase Price funds upon their receipt by the Company, and that such funds shall be used by the Company according to the Company's management's discretion. The Purchaser acknowledges that there is no minimum subscription amount which the Company must receive prior to any subscription funds becoming available to the Company.
4. Automatic Conversion into Crossover Round. The Parties hereto understand, acknowledge, and agree that the sale of the Securities by the Company to the Purchaser is predicated and conditioned on the Purchaser's agreement to participate in the Company's upcoming crossover financing round (the "**Crossover Financing**"). By signing below, the Purchaser agrees that the face amount of the Note will be automatically converted into or exchanged for the securities issued by the Company in the Crossover Round, and that the Purchaser agrees to and will be subject to all terms and conditions of the Crossover Round. Additionally, the Company agrees that until the face amount of the Note is converted into the Crossover Financing, other than a 10% Original Issue Discount Senior Secured Convertible Promissory Note issued by the Company of even or near date herewith, the Company shall not incur any debt that is senior to or pari passu with the Note without the approval of the Purchaser.
5. Representations and Warranties of Purchaser. To induce the Company's acceptance of this Agreement, Purchaser hereby represents and warrants to the Company and its agents and attorneys as follows:
- a. Accredited Status. The Purchaser, by signing this Agreement, hereby represents and warrants that the Purchaser is an "Accredited Investor" as defined in Regulation D under the Securities Act, because the Purchaser meets the requirements set forth in one or more of the enumerated categories.
- b. Liquidity. Purchaser presently has sufficient liquid assets to pay the Purchase Price. Purchaser's overall commitments to investments that are not readily marketable is not disproportionate to Purchaser's total assets, and Purchaser's investment in the Company will not cause such overall commitment to become excessive. Purchaser has adequate means of providing for its current needs and contingencies and has no need for liquidity in its investment in the Company or for a source of income from the Company. Purchaser is capable of bearing the economic risk and the burden of the investment contemplated by this Agreement, including, but not limited to, the possibility of the complete loss of the value of the Notes and the limited transferability of the Notes, which may make the liquidation of the Notes impossible in the near future.
- c. Organization, Standing, Authorization. If a corporation, limited liability company, or other entity, Purchaser is duly organized, validly existing, and in good standing under the laws of its State of organization, and has the requisite power and authority to enter into this Agreement, acquire the Securities, and execute and deliver any documents or instruments in connection with this Agreement. The execution and delivery of this Agreement, and all other documents and instruments executed by Purchaser in connection with any of the transactions contemplated by this Agreement have been duly authorized by all required action of Purchaser's members or managers. The person executing, on Purchaser's behalf, this Agreement and any other documents or instruments executed by Purchaser in connection with this Agreement is duly authorized to do so.

- d. Absence of Conflicts. Purchaser represents and warrants that the execution and delivery of this Agreement and any other document or instrument executed in connection with this Agreement, and the consummation of the transactions contemplated thereby, and compliance with the requirements thereof, will not violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Purchaser, or the provision of any indenture, instrument or agreement to which Purchaser is a party or are subject, or by which Purchaser or any of its properties is bound, or conflict with or constitute a material default thereunder, or result in the creation or imposition of any lien pursuant to the terms of any such indenture, instrument or agreement, or constitute a breach of any fiduciary duty owed by either Purchaser to any third party, or require the approval of any third-party pursuant to any material contract, agreement, instrument, relationship or legal obligation to which Purchaser is subject or to which any of its properties, operations or management may be subject.
- e. Sole Party in Interest. Purchaser represents that it is the sole and true party in interest, and that it is acquiring the Notes for its own account and not for the account of any other person or entity.
- f. Investment Purpose. Purchaser represents that it is acquiring the Notes for its own account and for investment purposes and not on behalf of any other person or entity or for or with a view to resale or distribution.
- g. Knowledge and Experience. Purchaser has been advised, to the Purchaser's satisfaction and understanding, with respect to the advisability of an investment in the Company and the Notes. Purchaser is experienced in evaluating and making speculative investments, and has the capacity to protect its interests in connection with the acquisition of the Notes. Purchaser has such knowledge and experience in financial and business matters in general, and investments in the Company's industry in particular, that Purchaser is capable of evaluating the merits and risks of Purchaser's investment in the Company. Purchaser has been informed that an investment in the Company is speculative and has concluded that Purchaser's proposed investment is appropriate in light of its overall investment objectives and financial situation.
- h. Investment Advisors. Purchaser represents that no investment advisor or purchaser representative has been consulted or retained in connection with Purchaser's decision to invest in the Company.
- i. Disclosure, Access to Information. Purchaser confirms that it has received and thoroughly read and is familiar with and understands this Agreement, the Note, and all other information provided by the Company to the Purchaser, and that all documents, records, books and other information pertaining to Purchaser's investment in the Company requested by Purchaser have been made available for inspection and copying and that there are no additional materials or documents that have been requested by Purchaser that have not been made available by the Company. Purchaser further acknowledges it has had an opportunity to ask questions of and receive answers from the Company's representatives, and that any decision not to ask questions of the Company's representatives was a conscious decision on Purchaser's part and reflects Purchaser's belief that no additional information is necessary in order to make an informed decision about investing in the Company. Purchaser further acknowledges that it understands that the Company is not subject to the periodic reporting requirements of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"). Purchaser further acknowledges that the Company has not provided the Purchaser with any private placement memorandum, but has provided other disclosure documents (the "**Disclosure Documents**"), and that the Purchaser has read and reviewed such Disclosure Documents.
- j. Exclusive Reliance on this Agreement. In making the decision to purchase the Notes, Purchaser has relied exclusively upon information included in this Agreement or incorporated herein by reference, and investigations made by Purchaser, and not on any other representations, promises or information, whether written or verbal, by any person.

- k. Accuracy of Unincorporated Documents and Other Unincorporated Materials. To the extent Purchaser has received documents or other materials, other than as expressly incorporated herein by reference, Purchaser acknowledges the following with respect to such documents and materials:
- i. Such documents and materials and any projections contained therein may be incomplete, may contain errors or misstatements, and do not purport to adequately describe the transactions contemplated by this Agreement. Purchaser agrees that such documents and materials cannot be relied upon in making a decision as to whether to purchase the Notes and acknowledges that there can be no assurance that any of the projections contained therein will be accomplished by the Company; and
 - ii. Purchaser has been advised and fully understands that any summaries, projections, forecasts or estimates included in such documents and materials, including those relating to projections, possible revenues, income, profitability of the Company or an investment therein inherently involve uncertainties and may be affected by circumstances in the future which cannot be reasonably predicted and are beyond the control of the Company. Further, the projections, forecasts and estimates are speculative and may be optimistic, and there can be no assurance that any of the projections, forecasts or estimates will be reached, or that the Company will successfully produce a commercially viable product or that the Company will realize any income or profits or that any dividends or distributions of profits will be paid on the Company's securities.
- l. Residency. If a corporation or other entity, Purchaser is organized under the laws of and has its principal place of business as indicated on the Execution Pages hereto. If an individual, Purchaser's primary residence is as indicated on the Execution Pages hereto.
- m. Advice of Counsel. Purchaser understands the terms and conditions of this Agreement, has investigated all issues to Purchaser's satisfaction, has consulted with such of Purchaser's own legal counsel or other advisors as Purchaser deems necessary, and is not relying, and has not relied, on the Company for an explanation of the terms or conditions of this Agreement or any document or instrument related to the transactions contemplated thereby. Purchaser further acknowledges, understands, and agrees that, in arranging for the preparation of this Agreement and all other documents and materials related thereto, the Company has not attempted to procure, and has not procured, legal representation for Purchaser.
- n. Accuracy of Representations and Information. All representations made by Purchaser in this Agreement and all documents and instruments related to this Agreement, and all information provided by Purchaser to the Company concerning Purchaser and its respective financial positions is correct and complete as of the date hereof. If there is any material change in such information before the actual issuance of the Notes, Purchaser immediately will provide such information to the Company.
- o. No Representations. None of the following have ever been represented, guaranteed, or warranted to Purchaser by the Company or any of its employees, agents, representatives or affiliates, or any broker or any other person, expressly or by implication:
- i. The approximate or exact length of time that Purchaser will be required to remain as owner of the Notes, other than as relates to the term of the Notes as described in Exhibit A hereto;
 - ii. The return on investment or amount of or type of consideration, profit or loss (including tax write-offs or other tax benefits) to be realized, if any, as a result of an investment in the Notes; or
 - iii. The past performance or experience on the part of the Company or any affiliate or their associates, agents or employees, or of any other person as being indicative of future results of an investment in the Notes.
- p. U.S. Federal Tax Matters. Purchaser has reviewed and understands the federal income tax aspects of its purchase of the Notes, and has received such advice in this regard as Purchaser deems necessary from qualified sources such as attorneys, tax advisors or accountants, and is not relying on any representative or employee of the Company for such advice.

- q. No Representations by Brokers or Finders. Purchaser represents in making its decision to purchase the Notes, it is not relying on any representations, warranties, promises, or other inducements to purchase that were made by any broker, finder, or selling agent of the Company, and that the only representations, warranties, or other inducements to purchase are contained in the written materials provided by the Company to the Purchaser.
6. Certain Risk Factors. Purchaser has been informed about and fully understands that there are risks associated with an investment in the Company. By signing below, the Purchaser acknowledges that he or she has reviewed the public filings of the Company made with the U.S. Securities and Exchange Commission and discussed such risks relating to an investment in the Company, and further recognizes and acknowledges that an investment in the Securities includes a significant risk that the Purchaser's entire investment may be lost.
7. Manner of Sale. At no time was Purchaser presented with or solicited by or through any leaflet, public promotional meeting, television advertisement, or any other form of general solicitation or advertising.
8. Restricted Securities. Purchaser understands and acknowledges that any transfer of the Notes has not been registered under the Act, or any state securities laws, and the Notes will be issued in reliance upon certain exemptions from the registration requirements of those laws, and thus cannot be resold unless they are registered under the Act or unless the Company has first received an opinion of competent securities counsel that an exemption from registration is available for such resale. With regard to the restrictions on resales of the Notes, Purchaser is aware (i) of the limitations and applicability of Securities and Exchange Commission Rule 144; and (ii) that the Company will issue stop transfer orders to a transfer agent in the event of attempts to improperly transfer any such securities.
9. Indemnification.
- a. Purchaser agrees to indemnify the Company, its officers employees and agents, and hold them harmless from and against any and all liability, damage, cost or expense, including attorney's fees, incurred on account or arising out of:
- i. Any inaccuracy in the declarations, representations, and warranties by Purchaser set forth herein;
- ii. The disposition of the Notes or any portion thereof, by Purchaser contrary to the declarations, representations and warranties set forth herein and any restrictions on transfer that may be noted on the certificates representing such securities; and
- iii. Any action, suit or proceeding based upon (i) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company; or (ii) the disposition of the Notes, or any portion thereof.
- iv. The Parties agree that any actions, suits, or proceedings that are held to be unfounded or vexatious shall be excluded from the Purchaser's requirements pursuant to this Section 9.
- b. The Company agrees to indemnify the Purchaser and hold it harmless from and against any and all liability, damage, cost or expense, including attorney's fees, incurred on account or arising out of:
- i. Any inaccuracy in the declarations, representations, and warranties by the Company set forth herein; and
- ii. Any action, suit or proceeding based upon (i) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Purchaser; or (ii) the disposition of the Notes, or any portion thereof.
- iii. The Parties agree that any actions, suits, or proceedings that are held to be unfounded or vexatious shall be excluded from the Company's requirements pursuant to this Section 9.

10. Representations and Warranties of the Company. The Company hereby represents and warrants to Purchaser as follows:

- a. Organization, Standing, Etc. The Company is duly incorporated, validly existing, and in good standing under the laws of Nevada, and has the requisite power and authority to enter into and perform this Agreement and to execute and perform under the documents, instruments and agreements related to this Agreement.
- b. Authorization. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all required action of the Company.

11. Nondisclosure. Except as required by applicable securities laws, rules and regulations, prior to the Closing Date, no press release or other announcement concerning the proposed transactions will be issued except by mutual consent of the parties. This Agreement and all negotiations and discussions between the parties in connection with this Agreement shall be strictly confidential and will not be disclosed in any manner prior to the Closing Date, except to employees and agents of the parties on a need-to-know basis, as required by applicable law or regulations or as otherwise agreed by the parties. After closing, disclosure shall be at the sole discretion of the Company.

12. Remedies; Other Obligations; Breaches and Injunctive Relief. The remedies provided in this Agreement shall be cumulative and in addition to all other remedies available under this Agreement and the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the right of the Purchaser right to pursue actual damages for any failure by the Company to comply with the terms of this Agreement. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Purchaser and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the Purchaser shall be entitled, in addition to all other available remedies, an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

13. General Provisions.

- a. Attorneys' Fees. In the event of a default in the performance of this Agreement or any document or instrument executed in connection with this Agreement, the defaulting party, in addition to all other obligations of performance hereunder, shall pay reasonable attorneys' fees and costs incurred by the non-defaulting party to enforce performance or clarify the terms of this Agreement.
- b. Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. The parties irrevocably submit and consent to the exclusive jurisdiction of and venue in, the Federal District Court located in the County of San Diego, California. The parties agree not to raise the defense of forum non conveniens. Each party irrevocably consents and agrees that by execution and delivery of this Agreement, each party hereby submits to and accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement including the agreement to arbitrate brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Each party further agrees that personal jurisdiction over it may be affected by service of process by certified mail addressed as provided on the Execution Pages of this Agreement, and when so made shall be as if served upon it personally within the State of Utah.
- c. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.
- d. Entire Agreement. This Agreement, and any appendices, schedules or other attachments referred to herein (all of which are incorporated in this Agreement by reference) collectively set forth the entire agreement between the parties as to the subject matter hereof, supersede any and all prior or contemporaneous agreements or understandings of the parties relating to the subject matter of this Agreement, and may not be amended except by an instrument in writing signed by all of the parties to this Agreement.

- e. Expenses. The parties shall be responsible for and shall pay their own costs and expenses, including without limitation attorneys' fees and accountants' fees and expenses, in connection with the conduct of the due diligence inquiry, negotiation, execution and delivery of this Agreement and the instruments, documents and agreements executed in connection with this Agreement.
- f. Headings. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.
- g. Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given and received as hereinafter described (i) if given by personal delivery, then such notice shall be deemed received upon such delivery, (ii) if given by telex or facsimile, then such notice shall be deemed received upon receipt of confirmation of complete transmittal, (iii) if given by certified mail return receipt requested, then such notice shall be deemed received upon the day such return receipt is signed, and (iv) if given by an internationally recognized overnight air courier, then such notice shall be deemed given one business day after delivery to such carrier. Copies of such notices shall also be transmitted by email to the email address provided for on the signature page of the Agreement. All notices shall be addressed as follows: if to the Purchaser, at its address as set forth in the Company's books and records and, if to the Company, at the address as follows, or at such other address as the Purchaser or the Company may designate by ten days' advance written notice to the other:
- If to the Company:
Dthera Sciences
7310 Miramar Rd Suite 350.
San Diego, CA 92126
Attention: Edward Cox, Chief Executive Officer
- With a copy (which shall not constitute notice) to:
Kirtan McConkie, P.C.
Attn: C. Parkinson Lloyd
50 E. South Temple, Suite 400
Salt Lake City, Utah 84111
Email: plloyd@kmclaw.com
- h. Severability. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.
- i. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, but shall not be assignable by Purchaser without the prior written consent of the Company.
- j. Survival of Certain Representations, Warranties and Covenants Closing. All warranties, representations, indemnities and agreements made in this Agreement by either party shall survive the date of this Agreement, the Closing Date, the consummation of the transactions contemplated by this Agreement, and the issuance by the Company of the Notes.

[Signature page follows.]

EXECUTION PAGE FOR SUBSCRIPTION BY ENTITIES

AGGREGATE AMOUNT OF NOTES SUBSCRIBED FOR \$ 550,000

PURCHASE PRICE PAID: \$ 500,000

EMPLOYMENT BENEFIT PLAN OR TRUST (including pension plan, profit sharing plan, other defined contribution plan and SEP)

IRA, IRA ROLLOVER OR KEOGH PLAN

TRUST (other than employee benefit trust)

CORPORATION (Please include certified corporate resolution authorizing signature)

PARTNERS

OTHER

Print information as it is to appear on ATF records.

(Name of Subscriber)(Taxpayer ID Number)

(Plan number, if applicable)

(Address)(Telephone Number)

(Email address)

Name and Taxpayer ID number of sponsor, if applicable

The Purchaser trustee, partner, corporate officer or fiduciary certifies that he or she has full power and authority from all beneficiaries, partners or shareholders of the entity named above to execute this Agreement on behalf of the entity and to make the representations, warranties and agreements made herein on their behalf and that investment in the Notes has been affirmatively authorized by the governing board or body of such entity and is not prohibited by law or the governing documents of the entity.

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

PURCHASER:

RSJ INVESTMENTS SICAV A.S.

By: _____
Print Name: _____
Title: _____

THE COMPANY:

DTHERA SCIENCES
a Nevada corporation

By: _____
Print Name: Ed Cox
Title: Chief Executive Officer

EXHIBIT A

FORM OF PROMISSORY NOTE

EXHIBIT B

WIRE PAYMENT INSTRUCTIONS
