

WYTEC INTERNATIONAL, INC.

EXECUTIVE SUMMARY

PURSUANT TO RULE 506(c)
OF THE SECURITIES ACT OF 1933



\$15,000,000

3,000,000 Units At \$5.00 Per Unit

**Each Unit Consisting of
One Share of Common Stock and
One Common Stock Purchase Warrant**

Minimum Investment: 5,000 Units (\$25,000)

FOR ACCREDITED INVESTORS ONLY

**WYTEC INTERNATIONAL, INC.
19206 Huebner Road, Suite 202
San Antonio, Texas 78258
(210) 233-8980**

EXECUTIVE SUMMARY WYTEC INTERNATIONAL, INC.

July 1, 2021

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FOR ACCREDITED INVESTORS ONLY

The following Executive Summary is qualified in its entirety by the more detailed information appearing in the exhibits to this Executive Summary and related business information and public documents and reports filed by Wytec International, Inc., available at www.sec.gov.

- ISSUER:** Wytec International, Inc., a Nevada corporation (“Wytec,” “we,” “us,” “our,” or the “Company”). Our executive offices are located at 19206 Huebner Road, Suite 202, San Antonio, Texas 78258 and our telephone number is (210) 233-8980.
- SECURITIES OFFERED:** Wytec is offering up to 3,000,000 units (the “Units”), each Unit consisting of one share of common stock (the “Shares”) and one common stock purchase warrant (the “Warrants”). Each Warrant is exercisable on a cashless basis into one share of our common stock at an exercise price of \$5.00 per share at any time until December 31, 2022. The Shares and the shares underlying the Warrants will be subject to the conditions of Rule 144 of the Securities Act of 1933, as amended (the “Securities Act”), with respect to their transferability unless and until they are registered with the Securities and Exchange Commission. See Exhibit C for the form of the Warrants.
- MINIMUM INVESTMENT:** \$25,000
- ELIGIBILITY:** The Units will be issued only to “Accredited Investors,” as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act, on a “first come first serve basis.”
- SALES TERMINATION DATE:** December 31, 2021, unless extended by us for up to an additional one hundred eighty (180) days. The Sales Termination Date may occur prior to December 31, 2021 if subscriptions for all of the Units have been received and accepted by us before such date or if we determine to terminate this offering sooner for any reason, which we may do in our sole discretion regardless of the amount of capital that has by then been raised.

FUTURE OFFERING:

In February 2021, the Company filed a Regulation A Offering Statement on Form 1-A under the Securities Act of 1933, as amended, pursuant to which the Company plans to offer 4,000,000 shares of its common stock at a purchase price of \$5.00 per share. The Regulation A Offering Statement on Form 1-A is not yet effective.

PRIOR OFFERING:

On June 24, 2021, we completed a private offering of common stock and common stock purchase warrants under Rule 506(c) of Regulation D of the Securities Act, pursuant to which we sold 95,756 units, raising gross capital of \$478,780 (\$43,750 of which was paid with accrued interest payable on an outstanding note issued by Wytec), each unit consisting of one share of common stock and one common stock purchase warrant (the “Prior Offering”). Each Prior Offering warrant is exercisable for cash until December 31, 2021 at an exercise price equal to the greater of (i) \$5.00 per share or (ii) 85% of the average closing price of our common stock as quoted on the public securities trading market on which our common stock is then traded with the highest volume, for ten (10) consecutive trading days immediately prior to the date of exercise (the “Prior Offering Warrants”).

BUSINESS:

Wytec is a designer and developer of small cell technology and wide area networks designed to support 5G deployments across the United States. Wytec offers in-building and citywide 5G solutions utilizing multiple 5G equipment vendors in combination with its patented LPN-16 small cell technology to complete its network designs. Wytec was incorporated in November 2011 with the purchase of five (5) United States patents (all of which have since expired) directly related to local multipoint distribution service (“LMDS”), utilized in broadband wireless access technology and originally designed for digital television transmission. In June 2014, Wytec filed a provisional patent for its small cell technology which we now call the “LPN-16.” In December 2017, we were granted a patent for our LPN-16 by the United States Patent and Trademark Office (“USPTO”), patent number 9,807,032. The patent is described as an “Upgradeable, High Data Transfer Speed, Multichannel Transmission System (“UHTMTS”). The design of the LPN-16 has been purposed as a small cell device to be installed on strategically placed utility poles throughout the United States in support of a hybrid dense network necessary for the next generation of mobile communications known as 5G. In December 2020, Wytec was granted a second patent by the USPTO, patent number 10868775 B2, which is an expansion to our original 2017 patent. This patent includes all features in the original patent and extends the life of the original patent with additional modifications to 2040. Wytec designs its 5G networks to be capable of supporting private LTE allowing private ownership of the network. Private LTE networks have been significantly enhanced due to the most recent FCC commercialization of the Citizens Broadband Radio Service (“CBRS”) spectrum now integrated in smart devices including 5G

smartphones. As a result of both private LTE and CBRS, municipal governments, cable operators, wireless Internet Service Providers (“WISPs”), and carriers are now potential customers for Wytec. While Wytec is a public reporting company, its common stock is not yet quoted for public trading.

Wytec, due to its patented technology relating to 5G network deployments, has developed close vendor relationships with key technology and fiber optic service companies such as Nokia, Erickson, Sprint, Wide Open West (“WOW”) Cable and Google. More are developing as Wytec completes its trials for 5G mobile services.

A more detailed description of Wytec’s business, operations, and financial condition is available in the Confidential Private Placement Memorandum attached as Exhibit B to this Executive Summary, and in the public reports and Regulation A Offering Statement on Form 1-A filed by Wytec with the Securities and Exchange Commission, copies of which are available at www.sec.gov.

MANAGEMENT:

William H. Gray is the Chairman, chief executive officer, president, chief financial officer, and secretary of Wytec. Mark J. Richardson is a director of Wytec. A description of the management of Wytec is available in the public reports and Regulation A Offering Statement on Form 1-A filed by Wytec with the Securities and Exchange Commission, copies of which are available at www.sec.gov.

USE OF PROCEEDS:

The maximum gross proceeds from the Units are \$15,000,000. The net proceeds from the Units are expected to be approximately \$14,800,000 after the payment of offering costs. The gross proceeds from the Units are estimated to be utilized as set forth in the following table:

Projected Costs	
Research and Development Completion (1)	\$1,600,000
LPN-16 phase one project financing	\$3,400,000
General and Administrative Costs (2)	\$4,000,000
Reserves	\$2,000,000
Working Capital (3)	\$3,800,000
Syndication Costs (4)	\$200,000
Total Costs	\$15,000,000

- (1) Includes prototypes of the LPN-16 and the initial purchase orders for them by Wytec.
- (2) Includes additional consultants that Wytec expects to engage over the next 12 months.
- (3) Wytec may from time to time repurchase registered Links, outstanding debts, and outstanding shares of its common stock and preferred stock, as determined by management. Such repurchases would reduce cash reserves

but also could mitigate ownership dilution and reduce outstanding liabilities for the Company's benefit. Includes the estimated cost of obtaining an updated appraisal of the LPN-16.

- (4) Estimated finder's fee and allocable salaries which may be incurred in the offer and sale of Units.

The intended allocation of the net proceeds from the sale of the Units and the amount of offering costs anticipated to be incurred are only estimates, and actual costs and allocations may differ. There is no assurance that any Warrant will be exercised or that the Company will raise any capital from them.

CAPITALIZATION:

We currently have 6,724,547 shares of common stock, 2,280,000 shares of Series A Preferred Stock, 2,851,260 shares of Series B Preferred Stock, and 1,000 shares of Series C Preferred Stock outstanding as of June 14, 2021. We also have a total of 2,434,647 common stock purchase warrants outstanding, 196,592 of which are exercisable on a cashless basis at an exercise price of \$5.00 per share until December 31, 2021, 2,000,000 of which are held by our chief executive officer and are exercisable on a cashless basis at an exercise price of \$1.00 per share until December 31, 2021, and 238,055 of which are exercisable for cash until December 31, 2021 at an exercise price equal to the greater of (i) \$5.00 per share or (ii) 85% of the average closing price of our common stock as quoted on the public securities trading market on which our common stock is then traded with the highest volume, for ten (10) consecutive trading days immediately prior to the date of exercise, including 66,550 outstanding Prior Offering Warrants.

RISK FACTORS:

A purchase of the Units entails significant risks. We need substantial additional capital in order to capitalize our business. We cannot assure that we will obtain sufficient additional capital or financing to execute our business plan. We cannot assure that we will be profitable in the future. We cannot assure that we will earn the revenue we forecast. We cannot assure market acceptance of the LPN-16. We are subject to intense competition from larger competitors with more capital. We may incur significant cost overruns, delays and unexpected operating losses. We cannot ensure that we will be able to repay the Notes on a timely basis or on any basis. A default on the Note by us could cause a complete loss of the investors' investment in Wytec. No assurance is given that the shares of our common stock will have any value or a liquid market in which to trade. Any forward-looking statements or financial projections made by our management are estimates only, and there is no assurance that Wytec will actually achieve the results indicated in forward looking statements, estimates or financial projections. Investors in this offering could incur significant dilution in their ownership of Wytec in the future and could lose their entire investment in Wytec. Wytec may incur substantial indebtedness in the future. See Exhibit B to this Executive Summary and the public reports and Regulation A Offering

Statement on Form 1-A filed by Wytec with the Securities and Exchange Commission, copies of which are available at www.sec.gov, for a description of specific risk factors relating to an investment in the Company.

TERMS OF THE OFFERING:

This offering is a private placement pursuant to Rule 506(c) of Regulation D promulgated under Section 4(a)(2) of the Securities Act. This offering is available only to Accredited Investors, as defined in Rule 501 of Regulation D of the Securities Act. This offering will be made until December 31, 2021, unless extended by us in our discretion for up to an additional thirty (30) days (the “Sales Termination Date”). The Sales Termination Date may occur prior to December 31, 2021 if subscriptions for all of the Units have been received and accepted by us before such date or if we determine in our sole discretion to terminate this offering sooner for any reason or no reason regardless of the amount of capital raised in this offering or any other offering. We have the option in our sole discretion to accept less than the minimum investment from a limited number of subscribers. See the Subscription Documents attached to this Executive Summary as Exhibit A for subscription procedures and information.

ADDITIONAL INFORMATION:

Additional information regarding the business, management and financial condition of Wytec is available upon request. Executive officers and directors of Wytec are available to answer questions and provide additional information to any prospective subscriber who requests it. Attached to this Executive Summary are the following exhibits:

Subscription Agreement	Exhibit A
Confidential Private Placement Memorandum, dated June 25, 2020, including audited Financial Statements for the Year Ended December 31, 2019	Exhibit B
Form of Warrant	Exhibit C
Milestone Chart	Exhibit D

ONLY INFORMATION OR REPRESENTATIONS CONTAINED HEREIN MAY BE RELIED UPON AS HAVING BEEN AUTHORIZED BY WYTEC. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS EXECUTIVE SUMMARY AND ITS EXHIBITS IN CONNECTION WITH THIS OFFERING, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY WYTEC. INVESTORS

ARE CAUTIONED NOT TO RELY UPON ANY INFORMATION NOT EXPRESSLY SET FORTH IN THIS EXECUTIVE SUMMARY AND ITS EXHIBITS. THE INFORMATION PRESENTED IS AS OF THE DATE ON THE COVER HEREOF UNLESS ANOTHER DATE IS SPECIFIED, AND NEITHER THE DELIVERY OF THIS EXECUTIVE SUMMARY AND ITS EXHIBITS NOR ANY SALE HEREUNDER SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION PRESENTED SUBSEQUENT TO SUCH DATE(S).

**INVESTOR SUITABILITY
STANDARDS:**

Units will be sold only to a person who has either (i) a net worth (or joint net worth with the purchaser's spouse) of at least \$1,000,000 not including the value of the person's primary residence or (ii) an annual gross income in the last two years of at least \$200,000, and expected gross income in the current year of at least \$200,000 (or joint annual gross income with spouse of \$300,000), or (iii) otherwise meets the requirements for an Accredited Investor as defined in Rule 501 of Regulation D promulgated under Section 4(a)(2) of the Securities Act of 1933, as amended. See the Investor Questionnaire in the Subscription Documents in Exhibit A to this Executive Summary. In the case of sales to fiduciary accounts (Keogh Plans, Individual Retirement Accounts (IRAs) and Qualified Pension/Profits Sharing Plans or Trusts), the above suitability standards must be met by the fiduciary account, the beneficiary of the fiduciary account or by the donor who directly or indirectly supplies the funds for the purchaser of Units. Investor suitability standards in certain states may be higher than those described in this Executive Summary. These standards represent minimum suitability requirements for prospective investors, and the satisfaction of such standards does not necessarily mean that an investment in Wytec is suitable for such persons. See Exhibit A to this Executive Summary.

EXHIBIT A
SUBSCRIPTION DOCUMENTS

WYTEC INTERNATIONAL, INC.
a Nevada Corporation

3,000,000 Units at \$5.00 Per Unit

**Each Unit Consisting of
One Share of Common Stock and
One Common Stock Purchase Warrant**

Minimum Investment: 5,000 Units (\$25,000)

FOR ACCREDITED INVESTORS ONLY

INSTRUCTIONS FOR SUBSCRIPTION

To Subscribe

1. Subscription Agreement

Please execute the signature page and return with the Investor Questionnaire

2. Investor Questionnaire

Please complete and return with your executed Subscription Agreement.

3. Please make check payable to: **Wytec International, Inc.**

4. Please mail subscription documents and checks to:

**Wytec International, Inc.
19206 Huebner Road, Suite 202
San Antonio, Texas 78258
Attention: William H. Gray, Chief Executive Officer**

SUBSCRIPTION AGREEMENT

Name of Investor: _____
(Print)

Wytec International, Inc.
19206 Huebner Road, Suite 202
San Antonio, Texas 78258
Attention: William H. Gray, Chief Executive Officer

Re: Wytec International, Inc. – 3,000,000 Units Consisting of 3,000,000 Shares of Common Stock (the “Shares”) and 3,000,000 Warrants to Purchase Common Stock (the “Warrants”) (Collectively, the “Units”)

Gentlemen:

1. *Subscription.* The undersigned hereby tenders this subscription and applies to purchase the number of Units offered by Wytec International, Inc. (the “Company”) indicated below, pursuant to the terms of this Subscription Agreement. The undersigned further sets forth statements upon which you may rely to determine the suitability of the undersigned to purchase the Units. The undersigned understands that the Units are being offered pursuant to the Confidential Private Placement Memorandum, dated July 1, 2021, the exhibits thereto, and related business information and documents regarding the Company and its management available in our public reports and filings posted by us with the Securities and Exchange Commission on its website at www.sec.gov, under Wytec International, Inc., or available from management upon request (collectively, the “Memorandum”). In connection with this subscription, the undersigned represents and warrants that the personal, business and financial information contained in the Purchaser Questionnaire is complete and accurate, and presents a true statement of the undersigned’s financial condition.

2. *Representations and Understandings.* The undersigned hereby makes the following representations, warranties and agreements and confirms the following understandings:

(i) The undersigned is acquiring the Units for investment purposes, for the undersigned’s own account only, with no intention or view to distributing the Units or any participation or interest therein.

(ii) The undersigned has received a copy of the Memorandum, has reviewed it carefully, and has had an opportunity to question representatives of the Company and obtain such additional information concerning the Company as the undersigned requested. The undersigned acknowledges and agrees that only information or representations contained in the Memorandum may be relied upon as having been authorized by the Company. No person has been authorized to give any information or to make any representations other than those contained in the Memorandum, and if given or made, such information or representations must not be relied upon as having been authorized by the Company. Subscribers are cautioned not to rely upon any information not expressly set forth in the Memorandum. The information presented is as of the date on the cover of the Memorandum unless another date is specified, and neither the delivery of the Memorandum nor any sale hereunder shall create any implication that there has been no change in the information presented subsequent to such dates.

(iii) The undersigned has sufficient experience in financial and business matters to be capable of utilizing such information to evaluate the merits and risks of the undersigned’s investment, and to make an informed decision relating thereto; or the undersigned has utilized the services of a purchaser representative and together they have sufficient experience in financial and business matters that they are capable of utilizing such information to evaluate the merits and risks of the undersigned’s investment, and to make an informed decision relating thereto.

(iv) The undersigned has evaluated the risks of this investment in the Company, including those risks particularly described in the Memorandum, and has determined that the investment is suitable for him. The undersigned has adequate financial resources for an investment of this character, and at this time he could bear a

complete loss of his investment. The undersigned understands that any projections which may be made in the Memorandum are mere estimates and may not reflect the actual results of the Company's operations.

(v) The undersigned understands that the Units are not being registered under the Securities Act of 1933, as amended (the "1933 Act") on the ground that the issuance thereof is exempt under Section 4(a)(2) of the 1933 Act and Rule 506(c) of Regulation D promulgated thereunder, and that reliance on such exemption is predicated in part on the truth and accuracy of the undersigned's representations and warranties, and those of the other purchasers of Units.

(vi) The undersigned understands that the Units are not being registered under the securities laws of any state on the basis that the issuance thereof is exempt as an offer and sale to purchasers in such state meeting certain investor suitability standards with respect to income, net worth, knowledge and sophistication. The undersigned understands that reliance on such exemptions is predicated in part on the truth and accuracy of the undersigned's representations and warranties and those of other purchasers of Units. The undersigned covenants not to sell, transfer or otherwise dispose of a Share or Warrant unless such Share or Warrant has been registered under the applicable state securities laws, or an exemption from registration is available.

(vii) The undersigned (a) has a net worth (or joint net worth with the purchaser's spouse) of at least \$1,000,000 not including the value of the undersigned's primary residence, or (b) has an annual gross income in the last two years of at least \$200,000, and expected gross income in the current year of at least \$200,000 (or joint annual gross income with spouse of \$300,000), or (c) otherwise meets the requirements for an Accredited Investor as defined in Rule 501 of Regulation D promulgated under Section 4(a)(2) of the Securities Act of 1933, as amended, or (d) is the beneficiary of a fiduciary account, or, if the fiduciary of the account or other party is the donor of funds used by the fiduciary account to make this investment, then such donor, who meets the requirements of either (a), (b) or (c) above.

(viii) The undersigned has no need for any liquidity in his investment and is able to bear the economic risk of his investment for an indefinite period of time. The undersigned has been advised and is aware that: (a) there is no public market for the Units and it is not likely that any public market for the Units will develop; (b) it may not be possible to liquidate the investment readily; (c) the undersigned must bear the economic risk of his investment in the Units for an indefinite period of time because the Units have not been registered under the 1933 Act and applicable state law or an exemption from such registration is available; (d) a legend as to the restrictions on transferability of the Units referred to herein will be made on the document evidencing the Share and the Warrant, and (e) a notation in the appropriate records of the Company will be made with respect to any restrictions on transfer of Units.

(ix) All contacts and contracts between the undersigned and the Company regarding the offer and sale to him of Units have been made within the state indicated below his signature on the signature page of this Subscription Agreement and the undersigned is a resident of such state.

(x) The undersigned has relied solely upon the Memorandum and independent investigations made by him or his purchaser representative with respect to the Units subscribed for herein, and no oral or written representations beyond the Memorandum have been made to the undersigned or relied upon by the undersigned.

(xi) The undersigned agrees not to transfer or assign this subscription or any interest therein.

(xii) The undersigned hereby acknowledges and agrees that, except as may be specifically provided herein, the undersigned is not entitled to withdraw, terminate or revoke this subscription.

(xiii) If the undersigned is a partnership, corporation or trust, it has been duly formed, is validly existing, has full power and authority to make this investment, and has not been formed for the specific purpose of investing in the Units. This Subscription Agreement and all other documents executed in connection with this subscription for Units are valid, binding and enforceable agreements of the undersigned.

(xiv) The undersigned meets any additional suitability standards and/or financial requirements which may be required in the jurisdiction in which he resides, or is purchasing in a fiduciary capacity for a person or account meeting such suitability standards and/or financial requirements, and is not a minor.

3. *Indemnification.* The undersigned hereby agrees to indemnify and hold harmless the Company and all of its affiliates, attorneys, accountants, employees, officers, directors, shareholders and agents from any liability, claims, costs, damages, losses or expenses incurred or sustained by them as a result of the undersigned's representations and warranties herein or in the Purchaser Questionnaire being untrue or inaccurate, or because of a breach of this agreement by the undersigned. The undersigned hereby further agrees that the provisions of Section 3 of this Subscription Agreement will survive the sale, transfer or any attempted sale or transfer of all or any portion of the Units. The undersigned hereby grants to the Company the right to set-off against any amounts payable by the Company to the undersigned, for whatever reason, of any and all damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) which are incurred by the Company or any of its affiliates as a result of matters for which the Company is indemnified pursuant to Section 3 of this Subscription Agreement.

4. *Taxpayer Identification Number/Backup Withholding Certification.* Unless a subscriber indicates to the contrary on the Subscription Agreement, he will certify that his taxpayer identification number is correct and, if not a corporation, IRA, Keogh, or Qualified Trust (as to which there would be no withholding), he is not subject to backup withholding on interest or dividends. If the subscriber does not provide a taxpayer identification number certified to be correct or does not make the certification that the subscriber is not subject to backup withholding, then the subscriber may be subject to twenty-eight percent (28%) withholding on interest or dividends paid to the holder of the Units.

5. *Foreign Investors.* The undersigned hereby represents and warrants that the undersigned is not (i) named on the list of "specially designated nationals" or "blocked persons" maintained by the U.S. Office of Foreign Assets Control ("OFAC") at www.ustreas.gov/offices/enforcement/ofac/sdn or as otherwise published from time to time, (ii) an agency of the government of a Sanctioned Country, (iii) an organization controlled by a Sanctioned Country, (iv) a person residing in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC, (v) a person who owns more than fifteen percent (15%) of its assets in Sanctioned Countries, or (vi) a person who derives more than fifteen percent (15%) of its operating income from investments in, or transactions with, sanctioned persons or Sanctioned Countries. A "Sanctioned Country" means a country subject to a sanctions program identified on the list maintained by OFAC and available at www.ustreas.gov/offices/enforcement/ofac/sdn or as otherwise published from time to time.

5. *Governing Law.* This Subscription Agreement will be governed by and construed in accordance with the laws of the State of Texas. The venue for any legal action under this Agreement will be in the proper forum in the County of Bexar, State of Texas.

6. *Acknowledgment of Investment Risks.* The undersigned has carefully reviewed and thoroughly understands the risks associated with an investment in the Units as described in the Memorandum. The undersigned acknowledges that this investment entails significant risks.

The undersigned has (have) executed this Subscription Agreement on this _____ day of _____, 202__.

SUBSCRIBER (1)

SUBSCRIBER (2)

Signature

Signature

(Print Name of Subscriber)

(Print Name of Subscriber)

(Street Address)

(Street Address)

(City, State and Zip Code)

(City, State and Zip Code)

(Social Security or Tax Identification Number)

(Social Security or Tax Identification Number)

Dollar Amount of Units (at \$5.00 per Unit) _____

PLEASE MAKE CHECKS OR WIRE TRANSFERS MADE PAYABLE TO: **“WYTEC INTERNATIONAL, INC.”**

MANNER IN WHICH TITLE IS TO BE HELD:

Community Property*

Individual Property

Joint Tenancy With Right of

Separate Property

s_ Separate Property
Survivorship*

Corporate or Fund Owners **

Tenants-in-Common*

Pension or Profit Sharing Plan

Tenants-in-Entirety*

Trust or Fiduciary Capacity (trust documents must accompany this form)

Keogh Plan

Fiduciary for a Minor

Individual Retirement Account

* Signature of all parties required

Other (Please indicate)

** In the case of a Fund, state names of all partners.

SUBSCRIPTION ACCEPTED:

WYTEC INTERNATIONAL, INC.

By: _____
William H. Gray, Chief Executive Officer

Date

**WYTEC INTERNATIONAL, INC.
PURCHASER QUESTIONNAIRE**

Wytec International, Inc.
19206 Huebner Road, Suite 202
San Antonio, Texas 78258
Attention: William H. Gray, Chief Executive Officer

Re: Wytec International, Inc.

Ladies and Gentlemen:

The following information is furnished to you in order for you to determine whether the undersigned is qualified to purchase shares of common stock and warrants (collectively, the "Units") in the above referenced Company pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Act"), Rule 506(c) of Regulation D promulgated thereunder, and appropriate provisions of applicable state securities laws. I understand that you will rely upon the following information for purposes of such determination, and that the Units will not be registered under the Act in reliance upon the exemption from registration provided by Section 4(a)(2) of the Act, Rule 506(c) of Regulation D, and appropriate provisions of applicable state securities laws.

ALL INFORMATION CONTAINED IN THIS QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. However, I agree that you may present this questionnaire to such parties as you deem appropriate if called upon to establish that the proposed offer and sale of the Warrants is exempt from registration under the Act or meets the requirements of applicable state securities laws.

I hereby provide you with the following representations and information:

1. Name: _____
2. Residence Address & Telephone No: _____
- 2.a. Email Address: _____
3. Cellular Telephone No.: _____
4. Birth Date: _____
5. Employer and Position: _____
6. Business Address & Telephone No: _____
7. Business or Professional Education & Degree: _____
8. Prior Investments of Purchaser:

Amount (Cumulative) \$ _____ (*initial appropriate category below*):

Capital Stock: None Up to \$50,000 \$50,000 to \$250,000 Over \$250,000

Bonds: None Up to \$50,000 \$50,000 to \$250,000 Over \$250,000

Other: None Up to \$50,000 \$50,000 to \$250,000 Over \$250,000

9. Based on the definition of an “Accredited Investor” which appears below, I am an Accredited Investor. I understand that the representations contained in this section are made for the purpose of qualifying me as an accredited investor as the term is defined by the Securities and Exchange Commission for the purpose of selling securities to me. I hereby represent that the statement or statements initialed below are true and correct in all respects.

I am an Accredited Investor because I fall within one of the following categories:

(INITIAL APPROPRIATE CATEGORY)

- A natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase exceeds \$1,000,000, not including the value of the person’s primary residence;
- A natural person who had an individual income in excess of \$200,000 in each of the two most recent years and who reasonably expects an income in excess of \$200,000 in the current year;
- My spouse and I have had joint income for the most two recent years in excess of \$300,000 and we expect our joint income to be in excess of \$300,000 for the current year;
- Any organization described in Section 501(c)(3) of the Internal Revenue Code, or any corporation, Massachusetts Business Trust or Fund not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- A bank as defined in Section 3(a)(2) of the Securities Act whether acting in its individual or fiduciary capacity; insurance company as defined in Section 2(12) of the Securities Act, investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(1)(48) of that Act; or Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is to be made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000;
- An entity in which all of the equity owners are Accredited Investors under the above paragraph.

10. Financial Information:

- (a) My net worth (not including the value of my primary residence) is

\$ _____

- (b) My gross income during the preceding two years was:

\$ _____ (2019)

\$ _____ (2020)

- (c) My anticipated gross income in 2021 is \$ _____.

(d) (1) (initial or check here) I have such knowledge and experience in financial, tax and business matters that I am capable of utilizing the information made available to me in connection with the offering of the Shares to evaluate the merits and risks of an investment in the Shares, and to make an informed investment decision with respect to the Shares. I do not desire to utilize a Purchaser Representative in connection with evaluating such merits and risks. I understand, however, that the Company may request that I use a Purchaser Representative.

(2) (initial or check here) I intend to use the services of the following named person(s) as Purchaser Representative(s) in connection with evaluating the merits and risks of an investment in the Shares and hereby appoint such person(s) to act as my Purchaser Representative(s) in connection with my proposed purchase of Shares.

List name(s) of Purchaser Representative(s), if applicable. _____

11. I have included with this purchaser questionnaire one of the following to verify my status as an accredited investor, as the term is defined by the Securities and Exchange Commission for the purpose of selling securities to me:

(INITIAL APPROPRIATE CATEGORY)

- Recent statement(s) from one or more financial institutions and a recent credit report which disclose assets and all material liabilities;
- Recent certificate(s) of deposit or appraisal report(s) and a recent credit report which disclose assets and all material liabilities;
- A copy of my tax returns for the two most recent fiscal years; or
- A verification form from a professional who has taken reasonable steps within the prior three months to verify that I am accredited.

12. Except as indicated below, any purchases of the Units will be solely for my account, and not for the account of any other person or with a view to any resale or distribution thereof.

13. I represent to you that the information contained herein is complete and accurate and may be relied upon by you. I understand that a false representation may constitute a violation of law, and that any person who suffers damage as a result of a false representation may have a claim against me for damages. I will notify you immediately of any material change in any of such information occurring prior to the closing of the purchase of Units, if any, by me.

Name (Please Print): _____

Signature _____

Telephone Number _____

Social Security or Tax I.D. Number _____

Executed at: _____ on this _____ day of

_____, 20_____.

FOR BROKER-DEALER USE ONLY

Name of Broker-Dealer Firm: _____

Name of Registered Representative _____ RR Number: _____

Address of Firm: _____

Telephone Number: _____

VERIFICATION FORM

I am qualified to verify that my client _____ (“Client”) is an “accredited investor,” as that term is defined in Rule 501 of Regulation D of the Securities Act of 1933, as amended, because I am one of the following:

(INITIAL APPROPRIATE CATEGORY)

- A registered broker dealer;
- A SEC registered investment advisor;
- A licensed attorney; or
- A certified or licensed public accountant.

I hereby certify that within the last three months I have taken reasonable steps to verify that my Client is an “accredited investor,” as that term is defined in Rule 501 of Regulation D of the Securities Act of 1933, as amended.

By: _____
Signature of Verifier

Print Name of Verifier _____

EXHIBIT B
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM,
DATED JUNE 25, 2020

EXHIBIT C
FORM OF WARRANT

THIS SECURITY HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED AND QUALIFIED PURSUANT TO THE APPLICABLE PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION OR QUALIFICATION APPLIES. THEREFORE, NO SALE OR TRANSFER OF THIS SECURITY SHALL BE MADE, NO ATTEMPTED SALE OR TRANSFER SHALL BE VALID, AND THE ISSUER SHALL NOT BE REQUIRED TO GIVE ANY EFFECT TO ANY SUCH TRANSACTION UNLESS (A) SUCH TRANSACTION HAS BEEN DULY REGISTERED UNDER THE ACT AND QUALIFIED OR APPROVED UNDER APPROPRIATE STATE SECURITIES LAWS, OR (B) THE ISSUER HAS FIRST RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH REGISTRATION, QUALIFICATION OR APPROVAL IS NOT REQUIRED.

WARRANT

For the Purchase of Shares of Common Stock of

WYTEC INTERNATIONAL, INC.

Void After 5 P.M. December 31, 2022

No. ___

Date: _____, 20__

Warrant to Purchase _____ (_____) Shares of Common Stock

THIS IS TO CERTIFY, that, for value received, [] or registered assigns (the "Holder"), is entitled, subject to the terms and conditions hereinafter set forth, on or after the date hereof, and at any time prior to 5 P.M., Central Time ("CT"), on December 31, 2022, but not thereafter, to purchase such number of shares of common stock, par value \$0.001 (the "Shares"), of Wytec International, Inc., a Nevada corporation (the "Company"), from the Company as set forth above, upon payment to the Company of an amount per Share of five dollars (\$5.00) (the "Purchase Price"), if and to the extent this Warrant is exercised, in whole or in part, during the period this Warrant remains in force, subject in all cases to adjustment as provided in Section 2 hereof, and to receive a certificate or certificates representing the Shares so purchased, upon presentation and surrender to the Company of this Warrant, with the form of Subscription Agreement attached hereto, including changes thereto reasonably requested by the Company, duly executed and accompanied by payment of the Purchase Price of each Share.

SECTION 1.

Terms of this Warrant

1.1 Time of Exercise. This Warrant may be exercised at any time and from time to time after 9:00 A.M., CT, on the date hereof (the "Exercise Commencement Date"), but no later than 5:00 P.M., CT on December 31, 2022 (the "Expiration Time"), at which time this Warrant shall become void and all rights hereunder shall cease.

1.2 Manner of Exercise.

1.2.1 The Holder may exercise this Warrant, in whole or in part, upon surrender of this Warrant, with the form of Subscription Agreement attached hereto duly executed, to the Company at its corporate office in San Antonio, Texas, and upon payment to the Company of the full Purchase Price for each Share to be purchased in lawful money of the United States, or by certified or cashier's check, or wired funds, and upon compliance with and subject to the conditions set forth herein.

1.2.2 Upon receipt of this Warrant with the form of Subscription Agreement duly executed and accompanied by payment of the aggregate Purchase Price for the Shares for which this Warrant is then being exercised, the Company shall cause to be issued certificates for the total number of whole Shares for which this Warrant is being exercised in such denominations as are required for delivery to the Holder, and the Company shall thereupon deliver such certificates to the Holder or its nominee.

1.2.3 In case the Holder shall exercise this Warrant with respect to less than all of the Shares that may be purchased under this Warrant, the Company shall execute a new Warrant for the balance of the Shares that may be purchased upon exercise of this Warrant and deliver such new Warrant to the Holder.

1.3 Cashless Exercise:

1.3.1 In lieu of exercising this Warrant for cash, wire transfer funds or check, the Holder may elect to receive, without payment by the Holder of any additional consideration, a number of Shares equal to "X", computed using the formula set forth below, by surrender of this Warrant in accordance with Section 1.2 hereof together with notice of such election, in which event the Company shall issue to the Holder such number of shares of Common Stock, as follows:

$$X = Y(A-B) / (A)$$

Where:

X = The number of shares of Common Stock to be issued to the Holder pursuant to this election;

Y = The number of Shares in respect of which this election is made;

A = The Fair Market Value (the "Fair Market Value") of one share of Common Stock at the time this election is made; and

B = The Purchase Price (as adjusted to the date of the issuance).

By example:

Y = 1,000,000 shares

A = \$10.00 / share

B = \$ 5.00 / share

Formula:

$X = 1,000,000 (\$10.00 - \$5.00) / \$10.00 = 500,000 \text{ shares}$

1.3.2 For purposes of this Section 1.3, the Fair Market Value as of a particular date shall be determined as follows: (i) if shares of Common Stock are traded on a securities exchange or through the NASDAQ Capital Market, or the New York Stock Exchange (NYSE), the Fair Market Value shall be deemed to be the average of the closing sale prices of such shares on such exchange or market over the twenty (20) consecutive trading days ending three (3) calendar days prior to the exercise of this election; or (ii) if no public market exists for the shares of Common Stock, the Fair Market Value shall (subject to the Holder's right to dispute such valuation as described below) be determined in good faith by the Board of Directors of the Company (but in any event shall not be less than the price paid in any offering of Common Stock within six months of the election); *provided, however*, that if the Warrant is being exercised immediately prior to or upon the closing of the Company's initial public offering ("IPO"), the Fair Market Value shall not be determined by the Board of Directors and shall be the initial "price to public" of one share of Common Stock specified in the final prospectus with respect to the IPO. If the Holder disagrees with the Board of Directors' determination of the Fair Market Value pursuant to clause (ii) above, the Holder may submit a notice of disagreement to the Company. During the three business days immediately following the Company's receipt of such notice, the Holder and the Company shall negotiate in good faith to determine a mutually agreeable Fair Market Value. If the parties remain unable to reach agreement after such period, they shall engage a valuation firm reasonably acceptable to each such party to resolve such dispute (the "Valuation Firm"). Each of the Holder and the Company shall provide (at each's own expense) the Valuation Firm with copies of any documents, analyses or other information within its possession or control that the Valuation Firm reasonably requests in order to resolve such dispute. The Valuation Firm shall determine the Fair Market Value as soon as practicable after its engagement to resolve the dispute using customary valuation techniques for other companies or businesses in the same or similar industries as the Company. The Valuation's Firm's determination of the Fair Market Value shall be binding on the Holder and the Company, and not subject to challenge or collateral attack for any reason. The Company and the Holder shall each pay 50% of all fees, costs and expenses of the Valuation Firm in connection with its engagement to resolve such dispute. If the Warrant is exercised as provided in this Section 1.3.1, the parties hereto shall treat such exercise as a recapitalization pursuant to Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended, for all tax purposes.

1.3.3 Upon the exercise of this Warrant, the Company (unless otherwise requested by the Holder) will issue fractional shares of its Common Stock, and shall not distribute cash in lieu of such fractional shares.

1.4 Exchange of Warrant. This Warrant may be divided into, combined with or exchanged for another Warrant or Warrants of like tenor to purchase a like aggregate number of Shares. If the Holder desires to divide, combine or exchange this Warrant, he shall make such request in writing delivered to the Company at its corporate office and shall surrender this Warrant and any other Warrants to be so divided, combined or exchanged. The Company shall execute and deliver to the person entitled thereto a Warrant or Warrants, as the case may be, as so requested.

The Company shall not be required to effect any division, combination or exchange which will result in the issuance of a Warrant entitling the Holder to purchase upon exercise a fraction of a Share. The Company may require the Holder to pay a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any division, combination or exchange of Warrants.

1.5 Holder as Owner. Prior to surrender of this Warrant in accordance with Section 1.6 for registration or assignment, the Company may deem and treat the Holder as the absolute owner of this Warrant (notwithstanding any notation of ownership or other writing hereon) for the purpose of any exercise hereof and for all other purposes, and the Company shall not be affected by any notice to the contrary.

1.6 Method of Assignment. Any assignment or transfer of any portion or all of this Warrant shall be made by surrender of this Warrant to the Company at its principal office with the form of assignment attached hereto duly executed and accompanied by funds sufficient to pay any transfer tax. In such event, the Company shall, without charge, execute and deliver a new Warrant in the name of the assignee named in such instrument of assignment and this Warrant shall promptly be canceled.

1.7 Rights of Holder. Nothing contained in this Warrant shall be construed as conferring upon the Holder the right to vote, consent or receive notice as a shareholder in respect of any meetings of shareholders for the election of directors or any other matter, or as having any rights whatsoever as a shareholder of the Company, until Shares are duly and properly issued to the Holder upon the exercise of this Warrant.

1.8 Lost Certificates. If this Warrant is lost, stolen, mutilated or destroyed, the Company shall, on such reasonable terms as to indemnity or otherwise as it may impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination and tenor as, and in substitution for, this Warrant, which shall thereupon become void. Any such new Warrant shall constitute a substituted and not an additional contractual obligation of the Company.

1.9 Covenants of the Company. The Company covenants and agrees as follows:

1.9.1 At all times the Company shall reserve and keep available for the exercise of this Warrant such number of authorized shares of Common Stock as are sufficient to permit the exercise in full of this Warrant.

1.9.2 The Company covenants that all Shares when issued upon the exercise of this Warrant will be validly issued, fully paid, nonassessable and free of preemptive rights.

SECTION 2.

Adjustment of Purchase Price and Number of Shares Purchasable upon Exercise

2.1 Stock Splits. If the Company at any time or from time to time after the issuance date of this Warrant effects a subdivision of the outstanding Common Stock, the Purchase Price then in effect immediately before that subdivision shall be proportionately decreased, and the number of shares of Common Stock issuable upon the exercise of this Warrant after the effective

date of said subdivision shall be proportionately increased; and conversely, if the Company at any time or from time to time after the issuance date of this Warrant combines the outstanding shares of Common Stock, the Purchase Price then in effect immediately before the combination shall be proportionately increased, and the number of shares of Common Stock issuable upon the exercise of this Warrant after the effective date of said combination shall be proportionately decreased. Any adjustment under this subsection 2.1 shall become effective at the close of business on the date the subdivision or combination becomes effective.

2.2 Dividends and Distributions. In the event the Company at any time, or from time to time after the issuance date of this Warrant makes, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Common Stock, then and in each such event the Purchase Price then in effect shall be decreased as of the time of such issuance or, in the event such a record date is fixed, as of the close of business on such record date, by multiplying the Purchase Price then in effect by a fraction (i) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (ii) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution; provided, however, that if such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Purchase Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Purchase Price shall be adjusted pursuant to this subsection 2.2 as of the time of actual payment of such dividends or distributions.

2.3 Recapitalization or Reclassification. If the Shares issuable upon the exercise of the Warrant are changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets, provided for elsewhere in this Section 2), then, and in any such event, the Holder shall thereafter be entitled to receive upon exercise of this Warrant such number and kind of stock or other securities or property of the Company to which a holder of Shares deliverable upon exercise of this Warrant would have been entitled on such reclassification or other change, subject to further adjustment as provided herein.

SECTION 3.

Status Under the Securities Act of 1933

This Warrant and the Shares issuable upon exercise of this Warrant have not been registered under the Securities Act of 1933, as amended (“the Act”). Upon exercise, in whole or in part, of this Warrant, the certificates representing the Shares shall bear the legend first above written.

SECTION 4.

Other Matters

4.1 Binding Effect. All the covenants and provisions of this Warrant by or for the benefit of the Company shall bind and inure to the benefit of its successors and assigns hereunder.

4.2 Notices. Notices or demands pursuant to this Warrant to be given or made by the Holder to or on the Company shall be sufficiently given or made if sent by certified or registered mail, return receipt requested, postage prepaid, or by email or facsimile or personal delivery and addressed, until another address is designated in writing by the Company, as follows:

Wytec International, Inc.
19206 Huebner Road, Suite 202
San Antonio, Texas 78258
Telephone No.: (888) 284-4531
Facsimile No.: (210) 404-9022
Email Address: whg@wytecintl.com
Attention: William H. Gray, President

Notices to the Holder provided for in this Warrant shall be deemed given or made by the Company if sent by certified or registered mail, return receipt requested, postage prepaid, or by facsimile or email or personal delivery and addressed to the Holder at his last known address as it shall appear on the books of the Company.

4.3 Governing Law. The validity, interpretation and performance of this Warrant shall be governed by the laws of the State of Nevada. The venue for any legal proceedings under this Warrant will be in the appropriate forum in the County of Bexar, State of Texas.

4.4 Parties Bound and Benefited. Nothing in this Warrant expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or give to, any person or corporation other than the Company and the Holder any right, remedy or claim under any promise or agreement hereof, and all covenants, conditions, stipulations, promises and agreements contained in this Warrant shall be for the sole and exclusive benefit of the Company and its successors and of the Holder, her successors and permitted assigns.

4.5 Headings. The Section headings herein are for convenience only and are not part of this Warrant and shall not affect the interpretation thereof.

IN WITNESS WHEREOF, this Warrant has been duly executed by the Company as of _____, 2021.

WYTEC INTERNATIONAL, INC.

By: _____
William H. Gray, President

ASSIGNMENT OF WARRANT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ the within Warrant and the rights represented thereby, and does hereby irrevocably constitute and appoint _____ Attorney, to transfer said Warrant on the books of the Company, with full power of substitution.

Dated: _____

Signed: _____

Signature guaranteed:

**SUBSCRIPTION AGREEMENT
FOR THE EXERCISE OF WARRANTS**

The undersigned hereby irrevocably subscribes for the purchase of _____ Shares pursuant to and in accordance with the terms and conditions of this Warrant, which Shares should be delivered to the undersigned at the address stated below. If said number of Shares are not all of the Shares purchasable hereunder, a new Warrant of like tenor for the balance of the remaining Shares purchasable hereunder should be delivered to the undersigned at the address stated below.

The undersigned elects to pay the aggregate Purchase Price for such Shares in the following manner:

by the enclosed cash or check made payable to the Company in the amount of \$_____;
or

by wire transfer of United States funds to the account of the Company in the amount of \$_____, which transfer has been made before or simultaneously with the delivery of this Notice pursuant to the instructions of the Company; or

by cashless exercise pursuant to the terms of the Warrant.

The undersigned agrees that: (1) the undersigned will not offer, sell, transfer or otherwise dispose of any Shares unless either (a) a registration statement, or post-effective amendment thereto, covering the Shares has been filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Act"), such sale, transfer or other disposition is accompanied by a prospectus meeting the requirements of Section 10 of the Act forming a part of such registration statement, or post-effective amendment thereto, which is in effect under the Act covering the Shares to be so sold, transferred or otherwise disposed of, and all applicable state securities laws have been complied with, or (b) counsel reasonably satisfactory to Wytec International, Inc. has rendered an opinion in writing and addressed to Wytec International, Inc. that such proposed offer, sale, transfer or other disposition of the Shares is exempt from the provisions of Section 5 of the Act in view of the circumstances of such proposed offer, sale, transfer or other disposition; (2) Wytec International, Inc. may notify the transfer agent for the Shares that the certificates for the Shares acquired by the undersigned are not to be transferred unless the transfer agent receives advice from Wytec International, Inc. that one or both of the conditions referred to in (1)(a) and (1)(b) above have been satisfied; and (3) Wytec International, Inc. may affix the legend set forth in Section 3 of this Warrant to the certificates for the Shares hereby subscribed for, if such legend is applicable.

Dated: _____

Signed: _____

Signature guaranteed: _____

Address: _____

EXHIBIT D

MILESTONE CHART

The Milestone Chart contains statements that are “forward-looking” and are made pursuant to the Safe Harbor provisions of the Private Securities Litigation Reform Act of 1995 and federal securities laws. Generally, the words “expect,” “intend,” “estimate,” “will,” and similar expressions identify forward-looking statements. Since forward-looking statements address future conditions, they involve inherent risks and uncertainties. Actual results in each case could differ materially from those currently anticipated in such statements. Investors are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date they are made, and are based on assumptions that may prove to be incorrect.