

REFERRAL AGREEMENT

This Referral Agreement (the “Agreement”) is entered into and effective as of _____, 2023, by and between Wytec International, Inc., a Nevada corporation (the “Company”), and _____, Referral Representative (“Representative”).

RECITALS

This Agreement is entered into with reference to and in contemplation of the following facts, circumstances, and representations:

- A. The Company desires to obtain capital for its operations through the sale of its securities in the form of a convertible debt into common stock and related warrants to purchase common stock (collectively, the “Securities”).
- B. The Securities are being offered in a private placement (the “Offering”) to accredited investors only, as defined under Rule 501 of Regulation D promulgated under Section 4(a)(2) of the Securities Act of 1933, as amended, pursuant to disclosure documents provided by the Company (collectively, the “Memorandum”).
- C. The Representative must have a pre-existing personal/business relationship with the prospective investor (“Lead”) prior to the Company sending its introductory email.
- D. Prior to Representative contacting a Lead, he/she must have responded to the Company portal and provided contact information agreeing to be contacted by Caller.

1. **DEFINITIONS**

1.1 “Trade Secrets” shall mean knowledge and information, whether oral or in writing, pertaining to the following: (i) all intellectual property, proprietary rights, technology, designs, ideas, campaigns, promotions, configurations, specifications, components, methodology and any other knowledge or information pertaining to all products or services developed, under development, or produced, presented, or created (in whole or in part) by the Company or any of its subsidiaries, agents or affiliates (collectively the “Products & Services”); (ii) procedures and techniques pertaining to the development, production, marketing or sale of the Products & Services; (iii) existing and proposed clients, investors, licensees, licensors, consultants, employees, suppliers, customers, and business relationships and arrangements of the Company; (iv) existing and proposed business relationships of the Company, including without limitation the existence of, or proposed relationships with agents, affiliates, customers, suppliers, investors, licensors, licensees, researchers, consultants, and employees; and (v) similar information relating to any aspect of the Company’s business.

1.2 “Business Plans” shall mean all information pertaining to the current or proposed organization or operation of the Company including, but not limited to records such as charts or summaries indicating employee and consultant supervisory relationships; areas of employee and consultant responsibility or expertise; records of corporate director and shareholder meetings, communications between, to, or from, Company and its legal counsel; current or proposed employee and consultant relationships or compensation including prospective officers, consultants and directors; current or proposed financing and banking arrangements, including

private securities offerings or joint venture arrangements; past or proposed business acquisitions; current or proposed Products & Services, and all information pertaining to research and development thereof; and current or proposed marketing plans and market segment information.

1.3 “Documents” shall mean any physical or digital material received by the Representative from the Company, which shall be deemed to be the Confidential Information of the Company unless it is already public knowledge or known by the Representative through a source other than the Company who did not have a duty of confidentiality to the Company.

1.4 “Confidential Information” shall mean collectively, the Trade Secrets, the Business Plans, and all information contained in or represented by the Documents, and all oral information in those categories.

2. CAPACITY AND SERVICES OF REPRESENTATIVE

The Representative may perform the following services for the Company:

2.1 Introductions. On the date of this Agreement, and from time to time thereafter, the Representative may submit the names of prospective investors. Within three business (3) days after receipt of such names of prospective investors, the Company shall identify in writing to the Representative the names which have not already contacted or been contacted by or on behalf of the Company regarding a potential investment in the Securities being offered pursuant to the Memorandum (the “Qualified Prospects”). Accordingly, the Representative will be recognized as the referring source in any purchase of the Securities pursuant to the Offering completed on behalf of the Company with any of the Qualified Prospects. The Representative shall only be entitled to a fee hereunder with respect to Qualified Prospects which have been so identified by the Company.

2.2 Qualified Prospects. This Agreement does not constitute an agreement or commitment (express or implied) on the part of the Company to enter into or engage in any sale of the Securities pursuant to the Memorandum and nothing in this Agreement shall prevent the Company from abandoning or otherwise electing not to proceed with any sale of the Securities pursuant to the Offering. The Company shall have final authority to make all decisions with respect to any proposed sale of the Securities pursuant to the Offering involving any Qualified Prospect.

2.3 Covenants of Representative. The Representative will not, under any circumstances, engage in negotiations of the prospective investment or the terms of any agreement with Qualified Prospects or any other prospective investor, discussing the risks and merits of the investment or transaction, or for structuring, advising, assisting with due diligence or otherwise providing any services in connection with the Offering beyond using the Representative’s best efforts to introduce to the Company one or more Qualified Prospects.

2.4 No Agency Relationship. This Agreement does not create any agency relationship between the Company and the Representative, and the Representative accordingly has no power to enter into any agreement or incur any obligation on behalf of the Company. The Representative is not and shall not be deemed to be the Company’s agent, and the Company shall not be bound by or liable for any representations made by the Representative concerning any securities of the Company purchased or considered by a Qualified Prospect.

2.5 Nonexclusivity. This Agreement is nonexclusive and the Company may retain the services of other Representatives or brokers.

2.6 Scope of Services. The services to be performed by the Representative under this Agreement shall consist only of the introduction of new prospective investors to the Company who are not already known by the Company. The Representative has not and will not advise, assist, or otherwise participate in any way in the negotiation, purchase, or sale of any Securities, nor will the Representative hold or handle any of purchaser's funds for the purchase of the Securities.

2.7 Indemnification of the Company. The Representative agrees to indemnify and hold the Company harmless from any and all liabilities, claims, actions, causes of action or suits against the Company, its officers, directors, agents, owners, affiliates, or employees as a result of any acts of the Representative in the performance of the Representative's duties under this Agreement, or as a result of any breach of this Agreement by the Representative.

2.8 No Violation of Law. The Representative agrees that the Representative will not violate any state or federal laws, rules or regulations in the performance of the Representative's duties and covenants under this Agreement. The Representative represents, warrants, and confirms that the Representative is not in the business of being a Representative of investors. The Representative represents and warrants that the Representative has no orders, actions, judgments or findings relating to the Representative that would cause the Representative to be deemed to be a "bad actor" under Rule 506(d) of Regulation D promulgated under Section 4(a)(2) of the Securities Act of 1933, as amended (the "Act"), or under Rule 262 of said Act.

3. CONFIDENTIALITY - NONCIRCUMVENTION

The Representative acknowledges and agrees that the mailing information, phone and facsimile numbers, email addresses, and other information for investors and prospective investors and lenders referred to the Company or its affiliates by the Representative shall be treated as Confidential Information. The Representative will not circumvent the Company with respect to, nor conduct any other business outside the Company with, any Qualified Prospect or other third party whose identity is part of the Company's Confidential Information without the Company's prior written consent. Furthermore, the Representative shall not disclose such Confidential Information to any third parties or utilize it except for the benefit of the Company, and never without the Company's prior written approval. The Confidential Information shall remain the property of the Company and upon termination of this Agreement for any reason, shall immediately be returned to the Company.

4. COMPENSATION TERMS AND CONDITIONS

4.1 Compensation. In consideration for providing the services described herein, the Company agrees to pay the Representative compensation in the form of the fee as set forth in Schedule A of this Agreement.

4.2 Limitations on Compensation. The Representative's compensation payable pursuant to this Agreement is specifically limited to the current offering of Securities and does not relate to any other offer or sale of securities by the Company.

4.3 Method of Payment. Any Representative's fees resulting from this Agreement shall be payable directly to the Representative. The Representative's fee shall be paid to the Representative within five (5) business days after the acceptance of the subscriber by the Company as a purchaser of the Securities, and clearance of subscription funds into good funds.

4.4 Term of Agreement. This Agreement will commence on the date first above written and will terminate upon written notice by either party to the other party for any reason or no reason. The Representative will be entitled to compensation in accordance with this Agreement for Qualified Prospects introduced by it to the Company during the term of this Agreement, who purchase Securities from the Company.

5. GENERAL PROVISIONS

5.1 Governing Law. This Agreement, and any and all claims and disputes arising out of or relating to this Agreement, shall be governed by and construed under the laws of the State of Texas, without reference to principles of conflict laws, and the venue for any legal proceedings under this Agreement will be in the appropriate forum in the County of Bexar, State of Texas.

5.2 Survival of Representations. All agreements, representations, and warranties in this Agreement, or made in writing by or on behalf of the Company or the Representative in connection with the transactions contemplated by this Agreement, shall survive the execution and delivery of this Agreement.

5.3 Successors and Assigns. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding on, the successors, assigns, heirs, executors, and administrators of the parties to this Agreement. No assignment of this Agreement may be made by the Representative at any time without the prior written consent of the Company.

5.4 Intended Beneficiaries. Subject to the provisions of this section, nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

5.5 Entire Agreement. This Agreement and the other documents delivered under it constitute the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and those documents, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties.

5.6 Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired by that invalidity, illegality, or unenforceability.

5.7 Counterparts. This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one

agreement. **5.8 Headings.** The various headings of this Agreement are for convenience of reference only, shall not affect the meaning or interpretation of this Agreement, and shall not be considered in construing this Agreement.

5.9 Amendments. Except as specifically provided in this Agreement, this Agreement or any of its terms may only be amended, waived, discharged, or terminated in writing signed by all parties to this Agreement.

5.10 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the earlier of (1) when personally delivered to the party to whom the notice or communication is to be given, or (2) if mailed, on the third day after mailing, or (3) if e-mailed or faxed, upon actual receipt. Mailing shall be by first-class mail, postage prepaid, and addressed to the addresses sets forth below on the signature page of this Agreement.

5.11 Expenses. Each party will pay the fees, expenses, and disbursements of its counsel in connection with this Agreement and any amendments or waivers under or in respect to this Agreement.

5.12 Attorneys' Fees. In the event that either party must resort to legal action in order to enforce the provisions of this Agreement or to defend such suit, the prevailing party shall be entitled to receive reimbursement from the non-prevailing party for all reasonable attorneys' fees and all other costs incurred in commencing or defending such suit, in collecting any amounts owed hereunder, or in enforcing this Agreement or any judgment rendered in connection with this Agreement.

5.13 Injunctive Relief. Each party acknowledges that it would be impossible to measure in money the damages to the other party if there is a failure to comply with any covenants or provisions of this Agreement, and agrees that in the event of any breach of any covenant or provisions, the other party to this Agreement will not have an adequate remedy at law. It is therefore agreed that the other party to this Agreement who is entitled to the benefit of the covenants or provisions of this Agreement which have been breached, in addition to any other rights or remedies which they may have, shall be entitled to immediate injunctive relief to enforce such covenants and provisions, and that in the event that any such action or proceeding is brought in equity to enforce them, the defaulting or breaching party will not urge as defense that there is adequate remedy at law.

5.14 Waivers. If any party shall at any time waive any rights hereunder resulting from any breach by the other party of any of the provisions of this Agreement, such waiver is not to be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which such party is entitled under this Agreement or otherwise.

5.15 Representative is Independent Contractor. The Representative is at all times an independent contractor with respect to the Company and not an employee, partner, agent, or co-venturer of the Company. Except as set forth herein, the Company shall neither have nor exercise control or direction over the operations of the Representative, and the Representative shall neither have nor exercise any control or direction over the operations of the Company or any employees, agents or

subcontractors hired by it. Each party hereto shall refrain from making any representation tending to create an apparent agency, employment, partnership, or joint venture relationship between the parties. Neither the Representative nor any of the Representative's employees, agents or subcontractors shall have any claim against the Company for any compensation or remuneration other than as specifically provided in this Agreement. The Representative further waives and agrees to indemnify the Company against any claims for vacation pay, sick leave, retirement or pension benefits, social security contributions, worker's compensation insurance or benefits, disability or unemployment benefits, welfare and pension benefits and obligations of the Representative under the Employee Retirement Income Security Act of 1974, or other benefits of any kind customarily afforded to any employee. The Representative acknowledges that the Representative is aware of the Representative's obligations to pay payroll, self-employment, income, license, franchise, and other taxes relating to the Representative's employees, if any, and the Representative agrees to pay all such taxes as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY:

Wytec International, Inc.

By: _____
William H. Gray, President

REPRESENTATIVE:

SCHEDULE A
Representative Compensation Schedule

Compensation to Representative will be issued in the following form for services rendered:

- 1) **Warrant Bonus** - Representative will earn a Warrant Bonus for providing a lead to the Company that purchases at least \$25,000 (the minimum). The Warrant Bonus will increase according to the amount of investment purchased as shown below.
- 2) **Cash Bonus**- Representative will earn a Cash Bonus for arranging a call with a Company executive and purchases at least \$25,000 (the minimum). The Cash Bonus will increase according to the amount of investment purchased as shown below.
- 3) **Cash & Warrant Bonus** Representative will earn both a Cash and Warrant Bonus for providing a lead to the Company and arranging a call with a Company executive and/or purchases directly (without arranging a call) and results in at least a purchase of \$25,000 (the minimum). The Cash & Warrant Bonus will increase according to the amount of investment purchased as shown below.

Funds Received (Range)	\$25,000	\$51,000	\$101,000	\$151,000	\$251,000	Over
	\$50,000	\$100,000	\$150,000	\$250,000	\$500,000	\$501,000
Warrant Shares Earned	750	1,000	1,500	2,500	3,500	5,000
Cash Bonus Earned	\$750	\$1,500	\$3,000	\$5,500	\$7,500	\$10,000

Cashless Warrant Sample Draft

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, 2024

No. _____

Date: _____

Common Stock Purchase Warrant to Purchase XXXXXXXXXXXX () 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, 2024 (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 February 17, 2022.

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:

DRAFT

**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: _____
