UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 5, 2021

Orbsat Corp
(Exact name of registrant as specified in its charter)

Nevada	**000-25097**	**65-0783722**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

18851 N.E. 29th Ave., Suite 700, Aventura, FL 33180
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (305) 560-5355

Orbital Tracking Corp.
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company [X]

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbols(s)	Name of each exchange on which registered
NA	NA	NA

Item 1.01. Entry into a Material Definitive Agreement.

On March 5, 2021, Orbsat Corp (the "Company") entered into a Note Purchase Agreement (the "NPA") by and between the Company and one individual accredited investor (the "Lender"). Pursuant to the terms of the NPA, the Company sold an aggregate principal amount of $350,000 of its convertible promissory note (the "Note"). The Note is a general, unsecured obligation of the Company and bears simple interest at a rate of 7% per annum, and mature on the third anniversary of the date of issuance (the "Maturity Date"), to the extent that the Note and the principal amounts and any interest accrued thereunder have not been converted into shares of the Company's common stock. In the event that any amount due under the Note is not paid as and when due, such amounts will accrue interest at the rate of 12% per year, simple interest, non-compounding, until paid. The Company may not pre-pay or redeem the Note other than as required by the Agreement. The Noteholder have an optional right of conversion such that a Noteholder may elect to convert his Note, in whole or in part, outstanding as of such time, into the number of fully paid and non-assessable shares of the Company's common stock as determined by dividing the indebtedness under the Note price equal to the lesser of (a) $1.50 per share, and (b) a 30% discount to the price of the common stock in the qualified transaction. Following an event of default, the conversion price shall be adjusted to be equal to the lower of: (i) the then applicable conversion price or (ii) the price per share of 85% of the lowest traded price for the Company's common stock during the 15 trading days preceding the relevant conversion. In addition, subject to the ownership limitations, if a qualified transaction is completed, without further action from the Noteholder, on the closing date of the qualified transaction, 50% of the principal amount of this Note and all accrued and unpaid interest shall be converted into Company common stock at a conversion price equal to the 30% discount to the offering price in such qualified transaction, which price shall be proportionately adjusted for stock splits, stock dividends or similar events. A "Qualified Transaction" refers the completion of the public offering of the Company's securities stock with gross proceeds of at least $10,000,000 pursuant to which the Company's securities become registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended, or a merger with a company listed on the Nasdaq or Canadian stock exchanges, as amended. The Noteholder is granted registration rights and pre-emptive rights. In addition, the NPA includes customary events of default, including, among others: (i) non-payment of amounts due thereunder, (ii) non-compliance with covenants thereunder, (iii) bankruptcy or insolvency.

The Company's issuance of the Note under the terms of the NPA was made pursuant to an exemption from registration under the Securities Act of 1933, as amended (the "Securities Act") in reliance on Section 4(a)(2) of the Securities Act as a transaction by an issuer not involving a public offering and Regulation D promulgated thereunder. The investor in the Note were "accredited investors" as such term is defined in Rule 501(a) of Regulation D under the Securities Act. There were no discounts or brokerage fees associated with this offering.

The Company intends to use the offering proceeds for working capital and general corporate purposes.

The current report on Form 8-K shall not constitute an offer to sell or a solicitation of an offer to buy any securities of the Company, nor shall there be any sale of the securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or other jurisdiction.

The foregoing description of the Note and the NPA are qualified in their entirety by reference to the full texts of such agreements, copies of which are attached hereto as Exhibits 10.1 and 10.2, respectively, and are incorporated herein in their entirety by reference. The representations, warranties and covenants contained in such documents were made only for purposes of such agreements and as of specific dates, were solely for the benefit of the parties to such agreements, and (i) should not be treated as statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate; (ii) may have been qualified in the agreement by disclosures that were made to the other party in connection with the negotiation of the agreement; (iii) may apply contract standards of "materiality" that are different from "materiality" under the applicable securities laws; and (iv) were made only as of the date of such agreement or such other date or dates as may be specified in the agreement.

Item 3.02. Unregistered Sales of Equity Securities.

The registrant hereby incorporates by reference the disclosure made in Item 1.01 above.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On March 11, 2021, the Company's Board of Directors approved and adopted the terms and provisions of employment agreements for David Phipps, the Company's Chief Executive Officer, and Thomas Seifert, the Company's Chief Financial Officer.

D. Phipps Employment Agreement

Initial term of his employment is one year commencing on March 11, 2021 which term will be automatically extended for additional one-year terms thereafter unless terminated by the Company or the executive by written notice. CEO's annual base compensation is an aggregate of $180,000 payable by the Company and £50,000 (or approximately $70,000) payable through the Company's wholly owned subsidiary, Global Telesat Communications Ltd., subject to periodic review and modification by the Board upon occurrence of material events relating to the Company's financial and business performance, including, without limitation, the Company's listing of its capital stock on a national securities exchange. In addition, Mr. Phipps will be entitled to receive an annual cash bonus in an amount equal to up to 150% of his base salary if the Company meets or exceeds performance criteria to be adopted by the Compensation Committee of the Board, and any other additional bonuses as may be determined by the Board. Mr. Phipps is entitled to receive various other benefits if and to the extent available to the employees of the Company. The employment agreement may be terminated based on death or disability of the executive, for cause or without good reason, for cause or with good reason, and as a result of the change of control of the Company. The employment agreement also contains certain provisions that are customary for agreements of this nature, including, without limitation, non-competition and non-solicitation covenants, indemnification provisions, etc. The foregoing description of the employment agreement is qualified in its entirety by reference to the full text of such document, a copy of which is filed as an exhibit to this filing.

T. Seifert Employment Agreement

Initial term of his employment is one year commencing on March 11, 2021 which term will be automatically extended for additional one-year terms thereafter unless terminated by the Company or the executive by written notice. CFO's annual base compensation is $150,000 payable by the Company, subject to periodic review and modification by the Board's Compensation Committee. Mr. Seifert will be entitled to receive an annual cash bonus in an amount equal to up to 150% of his base salary if the Company meets or exceeds performance criteria to be adopted by the Compensation Committee of the Board, and any other additional bonuses as may be determined by the Board. Mr. Seifert is entitled to receive various other benefits if and to the extent available to the employees of the Company. The employment agreement may be terminated based on death or disability of the executive, for cause or without good reason, for cause or with good reason, and as a result of the change of control of the Company. The employment agreement also contains certain provisions that are customary for agreements of this nature, including, without limitation, non-competition and non-solicitation covenants, indemnification provisions, etc. The foregoing description of the employment agreement is qualified in its entirety by reference to the full text of such document, a copy of which is filed as an exhibit to this filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Form 7% Convertible Promissory Note.
10.2	Form Note Purchase Agreement.
10.3	David Phipps Employment Agreement.
10.4	Thomas Seifert Employment Agreement.

Signature

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

By: */s/ David Phipps*
Name: David Phipps
Title: Chief Executive Officer

Dated: March 11, 2021

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR REGISTERED OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION ARE NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN.

Principal Amount: **Issue Date:**

ORBSAT CORP

7% CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, pursuant to the terms and conditions of this Convertible Promissory Note (this "Note"), Orbsat Corp, a Nevada corporation (the "Company"), hereby promises to pay to the order of _____, or registered assigns (the "Holder"), on the third anniversary of the Issue Date as set forth above or earlier as required pursuant to the Agreement, as defined below (as applicable, the "Maturity Date"), **$** (the "Principal Amount"), and to pay interest on the outstanding Principal Amount at the rate of seven percent (7%) per annum, simple interest, in each case to the extent that this Note and the Principal Amount and any accrued interest hereunder (the "Indebtedness") has not been converted into Shares (as defined below) prior to the Maturity Date. Interest shall commence accruing on the date hereof (the "Issue Date"), computed on the basis of a 365-day year and the actual number of days elapsed, and shall be payable as set forth herein.

This Note is entered into pursuant to a Note Purchase Agreement by and between the Company and the Holder (the "Agreement") and is subject to the terms and conditions thereof. This Note will rank senior in right of payment to the Company's capital stock. This Note is not a certificate of deposit or similar obligation of, and is not guaranteed or insured by, any depository institution, the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation or any other governmental or private fund or entity.

The following terms shall apply to this Note:

Section 1. Definitions. Defined terms used herein without definition have the meanings given them in the Agreement. In addition, for the purposes hereof, "Shares" means shares of Common Stock of the Company.

Section 2. Interest; Late Fees; Prepayment; Default.

(a) Interest on this Note shall accrue on a simple interest, non-compounded basis, and shall be added to the Principal Amount on the Maturity Date or such earlier date as the Indebtedness may be due hereunder pursuant to Section 2(b), at which time all Indebtedness shall be due and payable, unless earlier converted into Conversion Shares (as defined below).The interest on this Note shall be paid quarterly. In the event that any amount due hereunder is not paid as and when due, such amounts shall accrue interest at the rate of 12% per year, simple interest, non-compounding, until paid. The Company may not pre-pay or redeem this Note other than as required herein or by the Agreement, without mutual consent, between the individual Lender and the Company, in regard to each respective Note.

(b) Upon the declaration by the Majority Lenders of an Event of Default pursuant to the Agreement and notice by the Majority Lenders to the Company as required by the Agreement, the Indebtedness shall be immediately due and payable in full.

(c) Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

Section 3. Conversion.

(a) Optional Conversion. Subject to the terms and conditions herein, at any time following the Issue Date, the Holder may elect to convert this Note and all, but only all, of the Indebtedness outstanding as of such time into such number of fully paid and non-assessable Shares (the "Conversion Shares") as is determined by dividing the Indebtedness at the conversion price equal to the lesser of (a) $1.50 per share, and (b) a 30% discount to the price of the common stock in the Qualified Transaction (as defined below) (the "Conversion Price"). Following an Event of Default, the Conversion Price shall be adjusted to be equal to the lower of: (i) the then applicable Conversion Price or (ii) the price per share of eighty five percent (85)% of the lowest traded price for the Company's common stock during the fifteen (15) trading days preceding the relevant conversion.

(b) Conversion on a Qualified Transaction. Subject to the ownership limitations set forth in this Section, if a Qualified Transaction is completed, without further action from the Holder, on the closing date of the Qualified Transaction (as defined below), 50% of the Principal Amount of this Note and all accrued and unpaid interest shall be converted into Company common stock (the "Common Stock") at a conversion price equal to the 30% discount to the offering price in such Qualified Transaction (the "Mandatory Conversion Price"), which price shall be proportionately adjusted for stock splits, stock dividends or similar events. A "Qualified Transaction" means the completion of the public offering of the Company's securities stock with gross proceeds of at least $10,000,000 pursuant to which the Company's securities become registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended, or a merger with a company listed on the Nasdaq or Canadian stock exchanges, as amended.

(c) Adjustments. The Conversion Price shall be subject to proportional and equitable adjustments following the Issue Date for splits, combinations or dividends relating to the Shares, or combinations, recapitalization, reclassifications, extraordinary distributions and similar events that occur on or after the Issue Date.

(d) Mechanics of Conversion. Holder shall effect conversions pursuant to Section 3(a) by submitting to the Company a Notice of Conversion in the form as attached hereto as Exhibit A and surrendering this Note as required herein. The conversion shall be effected as of the date set forth in the Notice of Conversion (the "Conversion Date"). Not later than three Business Days after each Conversion Date (the "Delivery Date"), the Company as soon as permitted under applicable law shall immediately issue (including by way of a share certificate or a direct registration system statement) to the Holder the number of Conversion Shares issuable to Holder hereunder in connection with such conversion. Notwithstanding anything herein to the contrary, if the Shares are listed or quoted for public trading as of a Delivery Date, the Company may deliver the Conversion Shares electronically through the Depository Trust Company or another established clearing corporation performing similar functions. In order to effect a conversion of this Note, and as a condition precedent thereto, the Holder shall be required to, and hereby agrees to, execute and join any stockholders' agreement or similar agreement relating to the Company and its shareholders, or to any successor entity to the Company and its members or shareholders, as requested by the Company.

(e) Surrender of Note Upon Conversion. Notwithstanding anything to the contrary set forth herein, upon conversion of this Note in accordance with the terms hereof, the Holder shall be required to physically surrender this Note to the Company. The Company shall maintain records showing the amount of Indebtedness converted and the Conversion Date. In the event of any dispute or discrepancy, such records of the Company shall, prima facie, be controlling and determinative in the absence of manifest error. Any surrender of this Note to the Company shall be at the offices of the Company at the address as set forth in the Agreement and, if so required by the Company, this Note shall be accompanied by written instrument or instruments of transfer, in form satisfactory to the Company, duly executed by Holder or by his, her or its attorney duly authorized in writing.

(f) Transfer Taxes and Expenses. Subject to the provisions of the Agreement relating to withholding of taxes in respect of non-United States persons, the issuance of Conversion Shares on conversion of this Note shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Conversion Shares, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such Conversion Shares upon conversion in a name other than that of the Holder and the Company shall not be required to issue or deliver such Conversion Shares unless or until the Person or Persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(g) Status as Shareholder. Upon submission of a Notice of Conversion by a Holder (i) this Note shall be deemed converted into Shares and (ii) the Holder's rights as a Holder of this Note shall cease and terminate, excepting only the right to receive certificates or other evidence for such Shares as set out herein and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Company to comply with the terms of this Note.

Section 4. Conversion Limitations. The Company shall not effect any conversion of this Note this Note, and a Holder shall not have the right to convert any portion of this Note, to the extent that after giving effect to the conversion set forth on the applicable Notice of Conversion, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of this Note with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which are issuable upon (i) conversion of the remaining, unconverted principal amount of this Note beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein (including, without limitation, any other Notes or Warrants) beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 4, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 4 applies, the determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which principal amount of this Note is convertible shall be in the sole discretion of the Holder, and the submission of a Notice of Conversion shall be deemed to be the Holder's determination of whether this Note may be converted (in relation to other securities owned by the Holder together with any Affiliates or Attribution Parties) and which principal amount of this Note is convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, the Holder will be deemed to represent to the Company each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this Section 4 and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 4, in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Company's most recent periodic or annual report filed with the SEC, as the case may be, (ii) a more recent public announcement by the Company, or (iii) a more recent written notice by the Company or the Company's transfer agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within one Business Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Note, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of this Note by the Holder. The Beneficial Ownership Limitation provisions of this Section 4 shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 4 to correct this Section 4 (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this Section 4 shall apply to a successor holder of this Note.

Section 5. Transfers to Comply with the Agreement. This Note and any Shares issuable upon conversion of this Note may not be sold or transferred other than in compliance with the Agreement.

Section 6. Unsecured Obligations. This Note and the amounts payable hereunder, including principal and accrued interest are general unsecured obligations of the Company.

Section 7. Redemption. At any time following the issuance of the Notes, the Company will have the option of prepaying the outstanding Principal Amount of this Note ("Optional Redemption"), in whole or in part, together with interest accrued thereon, by paying to the Holder a sum of money equal to (i) a redemption price equal to the product of 1.15 (x) times of the stated value of $1,100 (the "Stated Value") plus all accrued but unpaid interest and all other amounts due if such prepayment is made no later than 120 calendar days following the issuance of the Note, or (ii) a redemption price equal to the product of 1.20 (x) times of the Stated Value plus all accrued but unpaid interest and all other amounts due if such prepayment is made no later than 120 calendar days but before 180 calendar days following the issuance of the Note, on the day written notice of redemption (the "Notice of Redemption") is given to the Holder, provided, however, that the redemption price in an Event of Default shall be equal to 1.25 (x) times the Stated Value, plus all accrued but unpaid interest and all other amounts due. The Notice of Redemption shall specify the date for such Optional Redemption (the "Redemption Payment Date"), which date shall be [_] business days after the date of the Notice of Redemption (the "Redemption Period"). A Notice of Redemption shall not be effective with respect to any portion of the Note for which the Holder has a pending election to convert, or for Conversion Notices given by the Holder prior to the Redemption Payment Date. On the Redemption Payment Date, the Redemption Amount shall be paid in good funds to the Holder. In the event the Borrower fails to pay the Redemption Amount on the Redemption Payment Date as set forth herein, then (i) such Notice of Redemption will be null and void, (ii) Borrower will have no further right to deliver another Notice of Redemption, and (iii) the Company's failure may be deemed by Holder to be a non-curable Event of Default. A Notice of Redemption must be given proportionately to all Holders of Notes bearing similar terms to this Note issued on the date of this Note.

The Holder may, at its discretion and upon ten (10) days' written notice to the Company in connection with a Qualified Offering demand early redemption of up to fifty percent (50%) of all the Notes at a price equal to the product of 1.10 (x) times the Stated Value, all accrued but unpaid interest and all other amounts due.

Section 8. Miscellaneous.

(a) Notices. Any and all notices or other communications or deliveries to be provided hereunder shall be given in accordance with the provisions of the Agreement.

(b) Absolute Obligation. Except as expressly provided herein, no provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay principal, damages and accrued interest, as applicable, on this Note at the time, place, and rate, and in the coin or currency, herein prescribed.

(c) Lost or Mutilated Note. If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of this Note, and of the ownership hereof reasonably satisfactory to the Company.

(d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada without regard to the principles of conflict of laws thereof.

(e) Incorporation of Provisions. The provisions of Article X of the Agreement (Miscellaneous) shall apply to this Note as though fully set forth herein, provided that each reference thereto to the "Agreement" shall be deemed a reference to this Note, each reference to a "Lender" shall be deemed a reference to the Holder, and each reference to the "Parties" or a "Party" shall be deemed a reference to the Company and the Holder.

(f) Entire Agreement. This Note (including any recitals hereto) and the Agreement set forth the entire understanding of the parties with respect to the subject matter hereof, and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any party in connection with the negotiation of the terms hereof, and may be modified only by instruments signed by all of the parties hereto.

(g) Currency. All dollar amounts are in U.S. dollars.

(h) THE SECURITIES EVIDENCED BY THIS NOTE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS, AND NO INTEREST MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION INVOLVING SAID SECURITIES, (B) THIS COMPANY RECEIVES AN OPINION OF LEGAL COUNSEL FOR THE HOLDER OF THESE SECURITIES SATISFACTORY TO THIS COMPANY STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION, OR (C) THIS COMPANY OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Note as of the Issue Date.

Orbsat Corp

By: */s/ David Phipps*

Name: David Phipps

Title: Chief Executive Officer

EXHIBIT A - NOTICE OF CONVERSION

The undersigned hereby elects to convert the full amount of principal and interest pursuant to the convertible promissory note (the "Note") of Orbsat Corp., a Nevada corporation (together with any successor entity thereto, the "Company") into that number of Shares (as defined in the Note) to be issued pursuant to the conversion of the Note and according to the conditions of the Note, as of the date written below.

The undersigned hereby requests that the Company issue a certificate or certificates, or other permissible evidence of Shares as set forth in the Note, for the number of Shares set forth below (which numbers are based on the Holder's calculation attached hereto and which shall be confirmed by, and subject to acceptance by, the Company) in the name(s) specified immediately below or, if additional space is necessary, on an attachment hereto:

Name: _____

Address: _____

_____

_____

_____

Holder EIN / SS #

Date of Conversion: _____, 20_____

Applicable Conversion Price: $_____

Number of Shares to be Issued: _____
Shares

Holder Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 10.2

Note Purchase Agreement

BY AND AMONG

Orbsat Corp

and

The Lenders Named Herein

Note Purchase Agreement

Dated as of_____ , 2021

This Note Purchase Agreement (together with the Exhibits attached hereto, this "Agreement"), dated as of the date first set forth above (the "Effective Date"), is entered into by and among Orbsat Corp, a Nevada corporation (the "Company"), and the lenders listed on the Schedule of Lenders attached hereto or hereafter added as a party hereto pursuant to the provisions of Section 2.2 (each, a "Lender," and collectively, the "Lenders"). The Company and each Lender may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Company is in need of operating capital; and

WHEREAS, the Board of Directors of the Company (the "Board") has authorized the issuance of convertible promissory notes in the aggregate principal amount of up to $1,000,000 in this offering (the "Offering"), and the Lenders wish to purchase a portion of such notes on the terms and conditions provided for herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I
DEFINED TERMS

Section 1.1 Definitions. The following terms, as used herein, have the following meanings:

(a) "Action" means any legal action, suit, claim, investigation, hearing or proceeding, including any audit, claim or assessment for taxes or otherwise.

(b) "Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person.

(c) "Business Day" means any day that is not a Saturday, Sunday or other day on which banking institutions in Nevada are authorized or required by law or executive order to close.

(d) "Control" of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise. "Controlled", "Controlling" and "under common Control with" have correlative meanings. Without limiting the foregoing a Person (the "Controlled Person") shall be deemed Controlled by (a) any other Person (the "10% Owner") (i) owning beneficially, as meant in Rule 13d-3 under the Exchange Act, securities entitling such Person to cast 10% or more of the votes for election of directors or equivalent governing authority of the Controlled Person or (ii) entitled to be allocated or receive 10% or more of the profits, losses, or distributions of the Controlled Person; (b) an officer, director, general partner, partner (other than a limited partner), manager, or member (other than a member having no management authority that is not a 10% Owner) of the Controlled Person; or (c) a spouse, parent, lineal descendant, sibling, aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, or brother-in-law of an Affiliate of the Controlled Person or a trust for the benefit of an Affiliate of the Controlled Person or of which an Affiliate of the Controlled Person is a trustee.

(e) “GAAP” means United States generally accepted accounting principles as in effect from time to time, consistently applied.

(f) “Governmental Authority” means any federal, state, provincial, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

(g) “Law” means any domestic or foreign, federal, state, provincial, municipality or local law, statute, ordinance, code, rule, or regulation.

(h) “Majority Lenders” means Lenders holding Notes representing at least a majority of the then-outstanding principal amount under the Notes.

(i) “Ordinary Course of Business” means an action which is taken in the ordinary course of the normal day-to-day operations of the Person taking such action consistent with the past practices of such Person, is not required to be authorized by the board of directors or other governing body of such Person (or by any Person or group of Persons exercising similar authority) and is similar in nature and magnitude to actions customarily taken, without any authorization by the board of directors or other governing body (or by any Person or group of Persons exercising similar authority), in the ordinary course of the normal day-to-day operations of other Persons that are in the same line of business as such Person.

(j) “Person” means an individual, corporation, partnership (including a general partnership, limited partnership or limited liability partnership), limited liability company, association, trust or other entity or organization, including a Governmental Authority, domestic or foreign, or political subdivision thereof, or an agency or instrumentality thereof.

(k) “Representative” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

(l) “Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(m) “Transaction Documents” means, collectively, this Agreement; the Notes and all other documents, instruments or agreements entered in connection herewith or therewith, each as amended or otherwise modified from time to time, and all modifications, renewals, replacements, extensions and rearrangements thereof and substitutions and replacements therefor.

Section 1.2 Interpretive Provisions. Unless the express context otherwise requires:

(a) the words “hereof,” “herein,” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(b) terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa;

(c) the terms "Dollars" and "$" mean United States Dollars;

(d) references herein to a specific Section, Subsection, Recital or Exhibit shall refer, respectively, to Sections, Subsections, Recitals or Exhibits of this Agreement;

(e) wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation";

(f) references herein to any gender shall include each other gender;

(g) references herein to any Person shall include such Person's heirs, executors, personal Representatives, administrators, successors and assigns; provided, however, that nothing contained in this Section 1.2(g) is intended toto authorize any assignment or transfer not otherwise permitted by this Agreement;

(h) references herein to a Person in a particular capacity or capacities shall exclude such Person in any other capacity;

(i) references herein to any contract or agreement (including this Agreement) mean such contract or agreement as amended, supplemented or modified from time to time in accordance with the terms thereof;

(j) with respect to the determination of any period of time, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding";

(k) references herein to any Law or any license mean such Law or license as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time; and

(l) references herein to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder.

ARTICLE II
SALE OF NOTES AND WARRANTS

Section 2.1 **Authorization of Offering**. The Company has authorized in this Offering the issuance and sale of an aggregate principal amount of $1,000,000 of its convertible promissory notes, which shall be substantially in the form of Exhibit A attached hereto (the "Notes," with such term to include any such notes issued in substitution therefor).

Section 2.2 **Purchase and Sale.** Subject to the terms and the conditions of this Agreement, at the Closings provided for in Section 3.1, the Company will issue and sell to each Lender, and each Lender severally and not jointly will purchase from the Company, the Notes in the principal amounts specified on such Lender's signature page hereof. Such signature page shall set forth the series of the Notes being acquired and the aggregate principal amount thereof.

ARTICLE III
CLOSING; DELIVERIES; CONDITIONS

Section 3.1 Closings. The closing of the issuance, sale and purchase of the Notes to the Lenders may be in one or more closings to be determined by the Company and each applicable Lender (each, a "Closing," and collectively, the "Closings"). The Closings shall take place electronically via the delivery of executed documents and payment of applicable funds, or at such other time and place as the Company and the Lenders purchasing Notes at such Closing agree in writing, and each subsequent Closing shall take place on the date agreed by the Company and each applicable Lender (such date and time of each Closing, each a "Closing Date"). If at the Closing any of the conditions specified in Section 3.5 shall not have been fulfilled or waived, each of the Lenders participating in such Closing shall, at its election, be relieved of all of its obligations under this Agreement to be performed at the Closing without thereby waiving any other rights it may have by reason of such failure or such non-fulfillment.

Section 3.2 Deliveries by the Company. At each Closing, the Company shall deliver the following to each Lender purchasing a Note on the applicable Closing Date a Note duly executed by the Company.

Section 3.3 Deliveries by Each Lender. At each Closing, each Lender purchasing Notes in such Closing shall deliver an amount equal to the principal value of the loan being made at the applicable Closing to the Company by (a) a cashier's check payable to the Company's order or (b) wire transfer of immediately available funds.

Section 3.4 Company's Closing Conditions. The obligations of the Company to issue the Notes to a Lender at each Closing is subject to the satisfaction at or before the Closing Date of the following conditions:

(a) All of the representations and warranties of such Lender contained in this Agreement shall be true and correct in all material respects, other than any representations or warranties qualified as to materiality, which shall be true and correct in all respects, in each case when made and on and as of the Closing Date (with the same effect as though such representations and warranties had been made on and as of the Closing Date), except for such representations and warranties which are made as of a specified date, which shall be true and correct in all respects or in all material respects, as applicable, as of such date.

(b) Such Lender shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by such Lender prior to or at the Closing.

(c) Such Lender shall have delivered to the Company the amount of the loan being made at the applicable Closing by (i) a cashier's check payable to the Company's order or (ii) wire transfer of immediately available funds.

Section 3.5 Lenders' Closing Conditions. Each Lender's obligation to purchase and pay for the Notes to be sold to such Lender at its respective Closing is subject to the satisfaction at or before the Closing Dates of the following conditions:

(a) All of the representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects, other than any representations or warranties qualified as to materiality, which shall be true and correct in all respects, in each case when made and on and as of the Closing Date (with the same effect as though such representations and warranties had been made on and as of the Closing Date), except for such representations and warranties which are made as of a specified date, which shall be true and correct in all respects or in all material respects, as applicable, as of such date.

(b) The Company shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by the Company prior to or at the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to each Lender that:

Section 4.1 Corporate Existence. The Company is a corporation duly formed, validly existing and in good standing under the laws of the State of Nevada.

Section 4.2 Authorization. The Company has full corporate power and authority to execute and deliver this Agreement and the Notes and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Company of this Agreement and the Notes and the consummation by the Company of the transactions contemplated hereby and thereby have been duly authorized and no other corporate action is necessary to authorize the execution and delivery by the Company of this Agreement or the Notes or the consummation by it of the transactions contemplated hereby and thereby.

Section 4.3 Binding Agreement. This Agreement has been duly executed and delivered by the Company and, assuming due and valid authorization, execution and delivery hereof by the Lenders, this Agreement constitutes, and, upon execution and delivery thereof, each Note will constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting enforcement of creditors' rights generally and (b) the availability of the remedy of specific performance or injunctive or other forms of equitable relief may be subject to equitable defenses and would be subject to the discretion of the court before which any proceeding therefor may be brought (the "Bankruptcy and Equity Exceptions").

Section 4.4 Capitalization. The capitalization of the Company is as set forth in the SEC Reports, except as set forth in Schedule 4.4 hereto.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE LENDERS

Each Lender, severally and not jointly, and solely with respect to the Note(s) being acquired by such Lender, represents, warrants and acknowledges to, and covenants and agrees with, the Company as follows:

Section 5.1 Power and Qualification. Such Lender is an individual person or an entity and has all requisite power and authority to carry on its business as presently conducted and as proposed to be conducted.

Section 5.2 Authority. Such Lender has the right, power, authority and capacity to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations under this Agreement. This Agreement and the other Transaction Documents constitute the legal, valid and binding obligations of such Lender, enforceable against such Lender in accordance with the terms hereof, except as may be limited by the Bankruptcy and Equity Exceptions. The execution and delivery of this Agreement and performance by Lender of the transactions contemplated herein have been duly authorized by all necessary action on the part of Lender.

Section 5.3 Accredited Investor or Non-U.S. Person. At the time such Lender was offered the Note(s), it was, and as of the date that it acquired any Note(s) it is, an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act (an "Accredited Investor") and/or is a non–"U.S. Person" (as defined in the Securities Act) who is purchasing the Notes pursuant to an offer and sale transaction consummated outside the United States. Lender has the authority and is duly and legally qualified to purchase and own the Notes. The information provided to the Company by such Lender as to the status of such Lender is true and complete in all respects.

Section 5.4 No Consent. No consent, approval, authorization or order of, or any filing or declaration with any governmental authority or any other person is required for the consummation by such Lender of any of the transactions on its part contemplated under this Agreement.

Section 5.5 No Conflict. None of the execution, delivery, or performance of this Agreement, and the consummation of the transactions contemplated hereby, conflicts or will conflict with, or (with or without notice or lapse of time, or both) result in a termination, breach or violation of (i) any instrument, (including constating documents and shareholder and director resolutions or the like applicable to such Lender), contract or agreement to which Lender is a party or by which it is bound; or (ii) any federal, state, provincial, local or foreign law, ordinance, judgment, decree, order, statute, or regulation, or that of any other governmental body or authority, applicable to Lender.

Section 5.6 Potential Loss of Investment. Lender is aware and acknowledges that (a) the Company has a limited operating history, and there is a high degree of risk that the Company will be unable to execute its business strategy successfully; (b) the Notes and the shares of Common Stock issuable on conversion of the Notes (collectively, the "Company Securities") involve a substantial degree of risk of loss of its entire investment and that there is no government or other insurance covering the Securities; (c) Lender, in purchasing the Notes, is relying solely upon the advice of such Lender's advisors (including as to legal, financial and tax matters) with respect to purchasing the Notes; and (d) because there are substantial restrictions on the transferability of the Company Securities it may not be possible for such Lender to liquidate its investment readily. Lender further acknowledges that it has been advised to consult its own legal advisors with respect to the execution, delivery and performance by it of this Agreement and the transactions contemplated by this Agreement, including trading in the Company Securities, and with respect to the hold periods imposed by applicable securities laws, and acknowledges that no representation has been made by the Company respecting the applicable hold periods imposed by applicable securities laws or other resale restrictions applicable to such securities which restrict the ability of such Lender to resell such securities, that such Lender is solely responsible to find out what these resale restrictions are, that such Lender is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions.

Section 5.7 Receipt of Information. Lender has received all documents, records, books and other information pertaining to its investment that has been requested by such Lender. Lender was afforded (i) the opportunity to ask such questions as such Lender deemed necessary of, and to receive answers from, representatives of the Company concerning the merits and risks of acquiring the Notes; (ii) the right of access to information about the Company and its financial condition, results of operations, business, assets, properties, management and prospects sufficient to enable such Lender to evaluate the Notes; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to acquiring the Notes.

Section 5.8 No Advertising. At no time was such Lender presented with or solicited by any leaflet, newspaper or magazine article, radio or television advertisement, or any other form of general advertising or solicited or invited to attend a promotional meeting otherwise than in connection and concurrently with such communicated offer. Such Lender is not purchasing the Notes as a result of any "general solicitation" or "general advertising," as such terms are defined in Regulation D under the Securities Act, which includes, but is not limited to, any advertisement, article, notice or other communication regarding the Notes published in any newspaper, magazine or similar media or on the internet or broadcast over television, radio or the internet or presented at any seminar or any other general solicitation or general advertisement.

Section 5.9 Investment Purposes. Such Lender is acquiring the Notes for its own account as principal, not as a nominee or agent, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof in whole or in part and no other person has a direct or indirect beneficial interest in the Notes such Lender is acquiring herein. Further, such Lender does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Notes such Lender is acquiring.

Section 5.10 **Restricted Securities; Transfer or Re-sale**. Such Lender understands that(i) the sale or re-sale of the Company Securities has not been and is not being registered under the Securities Act or any applicable state securities laws, and the Company Securities may not be transferred unless (1) the Company Securities are sold pursuant to an effective registration statement under the Securities Act, (2) such Lender shall have delivered to the Company, at the cost of such Lender, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the Company Securities to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, which opinion shall be accepted by the Company, (3) the Company Securities are sold or transferred to an "affiliate" (as defined in Rule 144 promulgated under the Securities Act (or a successor rule) ("Rule 144")) of such Lender who agrees to sell or otherwise transfer the Company Securities only in accordance with this Section 5.10 and who is an Accredited Investor, (4) the Company Securities are sold pursuant to Rule 144, (5) the Company Securities are sold pursuant to Regulation S under the Securities Act (or a successor rule) ("Regulation D"), or (6) the Company Securities are sold pursuant to the exemption from registration afforded under Section 4(a)(1) or Section 4(a)(7) of the Securities Act, and such Lender shall have delivered to the Company, at the cost of such Lender, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in corporate transactions, which opinion shall be accepted by the Company; (ii) any sale of such Company Securities made in reliance on Rule 144 may be made only in accordance with the terms of said Rule and further, if said Rule is not applicable, any re-sale of such Company Securities under circumstances in which the seller (or the person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the Securities Act) may require compliance with some other exemption under the Securities Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other person is under any obligation to register such Company Securities under the Securities Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder (in each case). Lender may not transfer the Note unless such Lender first physically surrenders the Note to the Company, whereupon the Company will forthwith issue and deliver upon the order of such Lender a new Note of like tenor, registered as the holder (upon payment by the holder of any applicable transfer taxes) may request. Any surrender of this Note to the Company in connection with a transfer as set forth herein shall be at the offices of the Company as set forth in Section 10.14 and, if so required by the Company, the Note shall be accompanied by written instrument or instruments of transfer, in form satisfactory to the Company, duly executed by Lender or by his, her or its attorney duly authorized in writing. Further, such Lender acknowledges that none of the Company Securities will be distributed under a prospectus filed under any applicable securities Laws on the basis that issuance thereof is exempt from such filing and as a result the Company Securities will be subject to statutory resale restrictions under applicable securities Laws, and such Lender covenants that it will not resell the Company Securities except in compliance with such Laws and such Lender acknowledges that it is solely responsible (and the Company is not in any way responsible) for such compliance.

Section 5.11 **No Guarantees**. It has never been represented, guaranteed or warranted to such Lender by the Company, or any of its officers, directors, employees, agents or representatives, or any other Person, expressly or by implication, that:

(a) any gain will be realized by such Lender from such Lender's investment in the Company Securities;

(b) there will be any approximate or exact length of time that such Lender will be required to remain as a holder of any of the Company Securities;

(c) the past performance or experience on the part of the Company, any of its Affiliates, its predecessors or any other Person, will in any way indicate any future results of the Company;

(d) any Person will resell or repurchase any of the Company Securities; or

(e) any Person will refund all or any part of the aggregate offer price for the Notes.

Section 5.12 No Public Market. Such Lender understands that no active trading public market now exists for the Company Securities, and that the Company has made no assurances that a public market will ever exist for the Company Securities.

Section 5.13 Investment Experience. Such Lender, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Company Securities, and has so evaluated the merits and risks of such investment. Such Lender is able to bear the economic risk of an investment in the Notes and, at the present time, is able to afford a complete loss of such investment.

Section 5.14 No Governmental Review. Such Lender understands that no United States federal or state agency or any other Governmental Authority has passed on or made recommendations or endorsement of the Notes or the Company Securities or the suitability of the investment in the Notes or the Company Securities nor have such authorities passed upon or endorsed the merits of the transactions set forth herein.

Section 5.15 Legends. Any legend required by the securities laws of any state or province to the extent such laws are applicable to the Company Securities represented by the certificate or other evidence so legended shall be included on any certificates representing or other applicable evidence of the Company Securities. Such Lenders also understand that the Company Securities may bear the following or a substantially similar legends:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR REGISTERED OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION ARE NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN.

Section 5.16 Investment Purpose. Such Lender understands and acknowledges that (a) the Company Securities have not been registered under the Securities Act or any state securities laws and is being offered and sold in reliance upon exemptions provided in the Securities Act and state securities laws for transactions not involving any public offering and, therefore, cannot be resold or transferred unless they are subsequently registered under the Securities Act and applicable state securities laws or unless an exemption from such registration is available; and (b) each Lender is purchasing the Note for investment purposes only for the account of such Lender.

Section 5.17 Access to Information. Such Lender has received, has read carefully and understands this Agreement, the form of Notes attached as Exhibit A and has consulted its own attorney, accountant and/or investment advisor with respect to the transactions contemplated hereby and thereby and its suitability for such Lender. The Company has made available to such Lenders, before the purchase of the Notes, the opportunity to ask questions of and receive answers from management of the Company concerning the terms and conditions of this Agreement and the Notes and to obtain any additional information necessary to verify information contained in the Agreement, the Notes or otherwise related to the financial data and business of the Company, to the extent that such parties possess such information or can acquire it without unreasonable effort or expense, and all such questions, if asked, have been answered satisfactorily and all such documents, if requested, have been found to be satisfactory.

Section 5.18 Other. The undersigned hereby acknowledges, agrees with and represents and warrants to the Company that this Offering is limited to accredited investors as defined in Section 2(15) of the Securities Act, and Rule 501 promulgated thereunder, in reliance upon the exemption contained in Section 4(2) of the Securities Act and applicable state securities laws, and that the Securities are being sold without registration under the Securities Act. The Investor has received and reviewed all information and materials regarding the Company that he, she or it has requested, including, without limitation, all reports and other filings made by the Company with the Securities and Exchange Commission (the "SEC") that are available through EDGAR at the SEC's website (www.sec.gov), including, but not limited to: (i) the Company's Annual Report on Form 10-K for the year ended December 31, 2019, and subsequently filed Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2020, June 30, 2020 and September 30, 2020, (ii) the Company's Current Reports on Form 8-K furnished to the Commission following the foling of the Company's Annual Report for the year ended December 31, 2019, with any amendments to any of the foregoing.

Section 5.19 No Other Representations, Warranties, Covenants or Agreements of the Company. Except as set forth in this Agreement or the Note, the Company has not made any representation, warranty, covenant or agreement with respect to the matters contained herein and therein.

Section 5.20 Source of Funding; Identity. Such Lender acknowledges, understands, covenants and agrees that the source of payment for such Lender's purchase of Notes is from his, her, their or its own account and that the Company may require additional information regarding (a) the source(s) of the payment for the Notes, and (b) the identity of such Lender, in order to facilitate the Company's compliance with the U.S. Government's anti-money laundering policies and procedures as set out in the USA PATRIOT ACT and elsewhere. Such Lender acknowledges, understands, covenants and agrees that the Company may in the future be required to disclose such Lender's name and other information relating to this Agreement and such Lender's subscription hereunder, on a confidential basis, pursuant to such Laws.

Section 5.21 Personal Information. Such Lender acknowledges that this Agreement and the Exhibits attached hereto require such Lender to provide certain personal information to the Company. Such information is being collected by the Company for the purposes of completing the Offering, which includes, without limitation, determining such Lender's eligibility to purchase the Notes under applicable securities Laws and completing filings required by any applicable securities commission or other regulatory authority. Such Lender's personal information may be disclosed by the Company to: (a) securities commissions or stock exchanges, (b) taxing authorities, and (c) any of the other parties involved in the Offering, including legal counsel to the Company, and may be included in record books in connection with the Offering. By executing this Agreement, such Lender is deemed to be consenting to the foregoing collection, use and disclosure of such Lender's personal information. Such Lender also consents to the filing of copies or originals of any of such Lender's documents described herein as may be required to be filed with any securities commission or stock exchange.

ARTICLE VI
COVENANTS AND ADDITIONAL AGREEMENTS

Section 6.1 Affirmative Covenants. Until the time that all of the Notes have been repaid in full or converted to Common Stock in accordance with their terms, the Company shall, unless agreed otherwise by the prior written approval of the Majority Lenders:

(a) Make all payments under the Notes as and when required;

(b) comply in all material respects with Laws applicable to the Company or its operations; and

(c) maintain and preserve its existence and its rights and privileges and not, by amendment of its Articles of Incorporation or Bylaws, or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of the Notes.

Section 6.2 Negative Covenants. Until the time that all of the Notes have been repaid in full or converted to Common Stock in accordance with their terms, the Company shall not, without the prior written approval of the Majority Lenders:

(a) repurchase or otherwise acquire any shares of capital stock of the Company or any warrants, rights or options to purchase or acquire any such shares, other than as may be required pursuant to the terms of the preferred stock of the Company in place as of the Effective Date, excluding "Exempt Issuances" which are to include, 2020 Equity Incentive Plan, or a similar plan, to grant equity in the Company, to its officers, directors, employees and consultants; or

(b) sell, lease or otherwise dispose of any significant portion of its assets outside the ordinary course of business.

Section 6.3 Withholding. The Parties agree that, with respect to any Non-U.S. Lender (as defined below), the Company shall be entitled to deduct and withhold from any payments made to such Non-U.S. Lender such amounts as required by applicable Laws at the time of such payment, which amounts are currently 30% (or at a lower rate if provided by an applicable tax treaty and the Non-U.S. Lender provides the documentation (generally, IRS Form W-8BEN or W- 8BEN-E) required to claim benefits under such tax treaty to the Company). "Non-U.S. Lender" means any Lender who is not a (i) an individual who is a citizen or resident of the United States, (ii) a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate, the income of which is subject to U.S. federal income tax regardless of its source, or (iv) a trust (x) with respect to which a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of its substantial decisions or (y) that has in effect a valid election under applicable U.S. Treasury Regulations to be treated as a U.S. person.

Section 6.4 Participation. In the event that the Company declares or makes any dividend or other distribution of its assets to holders of shares of Common Stock, by way of return of capital or otherwise while the Notes are outstanding, a Lender holding any Note at such time shall be entitled to participate in such distribution to the same extent that the Lender would have participated therein if the Lender had held the number of shares of Common Stock acquirable upon complete conversion of such Lender's Note(s).

ARTICLE VII
REGISTRATION RIGHTS; INDEMNIFICATION

Section 7.1 Registration Rights. On or prior to each 90th calendar day following the closing date of the Note offering hereunder, the Company shall prepare and file with the SEC a registration statement covering the resale of all of the Registrable Securities (as defined below) for an offering to be made on a continuous basis pursuant to Rule 415. Each Registration Statement filed hereunder shall be on Form S-1. Subject to the terms of this Agreement, the Company shall use its best efforts to cause such a registration statement filed under this to be declared effective under the Securities Act as promptly as possible after the filing thereof, and shall use its best efforts to keep such registration statement continuously effective under the Securities Act until the date that all Registrable Securities covered by such registration statement (i) have been sold, thereunder or pursuant to Rule 144, or (ii) may be sold without volume or manner-of-sale restrictions pursuant to Rule 144 and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144, as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Company's transfer agent and the affected Lenders. The Company shall promptly notify the Lenders via facsimile or by e-mail of the effectiveness of a registration statement and file a final prospectus with the SEC as required by Rule 424.

"Registrable Securities" means, as of any date of determination, (a) all shares of Common Stock then issued and issuable upon conversion of the Notes (assuming such securities are converted in full without regard to any conversion limitations therein), and (b) any securities issued or then issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; provided, however, that any such Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the effectiveness of any, or file another, registration statement hereunder with respect thereto) for so long as (a) a Registration Statement with respect to the sale of such Registrable Securities is declared effective by the Commission under the Securities Act and such Registrable Securities have been disposed of by the Lender in accordance with such effective Registration Statement, (b) such Registrable Securities have been previously sold in accordance with Rule 144, or (c) such securities become eligible for resale without volume or manner-of-sale restrictions and without current public information pursuant to Rule 144 as set forth in a written opinion letter to such effect, addressed, delivered and acceptable to the Transfer Agent and the affected Lenders.

Section 7.2 Indemnification.

(a) Indemnification by the Company. The Company and its successors and assigns shall indemnify and hold harmless each applicable Lender, the officers, directors, members, partners, agents and employees (and any other individuals or entities with a functionally equivalent role of a person holding such titles, notwithstanding a lack of such title or any other title) of applicable Lender, each individual or entity who controls applicable Lender (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and the officers, directors, members, partners, agents and employees (and any other individuals or entities with a functionally equivalent role of a person holding such titles, notwithstanding a lack of such title or any other title) of each such controlling individual or entity (each, a "Lender Party"), to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) liabilities, obligations, contingencies, damages, and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees, costs of investigation (collectively, "Losses"), as incurred, arising out of or relating to (1) any untrue or alleged untrue statement of a material fact contained in a Registration Statement, any related prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any such prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading or (2) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder, in connection with the performance of its obligations under this Article VII, except to the extent, but only to the extent, that (i) such untrue statements or omissions are based upon information regarding an applicable Lender furnished to the Company by such party for use therein. The Company shall notify each applicable Lender promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Article VII of which the Company is aware.

(b) Indemnification by Lender. Each applicable Lender and its successors and assigns shall indemnify and hold harmless the Company, the officers, directors, members, partners, agents and employees (and any other individuals or entities with a functionally equivalent role of a person holding such titles, notwithstanding a lack of such title or any other title) of the Company, each individual or entity who controls the company (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, members, partners, agents and employees (and any other individuals or entities with a functionally equivalent role of a person holding such titles, notwithstanding a lack of such title or any other title) of each such controlling individual or entity (each, a "Company Party", with a Lender Party and Company Party each being referred to as an "Indemnified Party"), to the fullest extent permitted by applicable law, from and against any and all Losses, as incurred, arising out of or relating to (1) any untrue or alleged untrue statement of a material fact contained in a Registration Statement, any related prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any such prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading or (2) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder, in connection with the performance of its obligations under this Article VII, but only to the extent that such untrue statements or omissions are based upon information regarding such applicable Lender furnished to the Company by such party for use therein. Each applicable Lender shall notify the Company promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Article VII of which such applicable Lender is aware.

(c) Contribution. If the indemnification under Section 7.2(a) or Section 7.2(b), as applicable, is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then the party responsible for indemnifying the Indemnified Party (the "Indemnifying Party") shall contribute to the amount paid or payable by such Indemnified Party, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, the Indemnifying Party or the Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include any reasonable attorneys' or other fees or expenses incurred by such party in connection with any proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in Section 3(a) was available to such party in accordance with its terms. It is agreed that it would not be just and equitable if contribution pursuant to this Section 7.2(c) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding sentence.

ARTICLE VIII
PRE-EMPTIVE RIGHTS

Section 8.1 Rights. Subject to the terms and conditions of this Article VIII and applicable securities laws, for so long as a Lender continues to hold any of (i) the applicable Note, or (ii) any shares of Common Stock issued to such Lender upon conversion of the Note, if the Company proposes to offer or sell any New Securities (as defined below) between the Effective Date and the one year anniversary of the Effective Date (the "Rights Term"), the Company shall first offer such New Securities to the Lenders pursuant to the terms and conditions of this Article VIII. Each Lender shall thereafter have the right to acquire its Pro Rata Portion (as defined below) of the New Securities in accordance with the terms and conditions of this Article VIII.

Section 8.2 Definitions. For purposes of this Article VIII:

(a) "New Securities" means, collectively, equity securities or debt securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

(b) "Pro Rata Portion" means, with respect to each Lender, a fraction (A) the numerator of which is equal to the initial aggregate principal amount of the Note(s) acquired by such Lender (B) the denominator of which is equal to the initial aggregate principal amount of the Note(s) acquired by all Lenders.

Section 8.3 Notice.

(a) The Company shall give notice (the "Offer Notice") to the Lenders, stating (i) its bona fide intention to offer such New Securities, (ii) the number of such New Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Securities.

(b) By notification to the Company within ten (10) days after the Offer Notice is given, each Lender may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to that portion of such New Securities which equals such Lender's Pro Rata Portion. Once a Lender elects to purchase its Pro Rata Portion of the New Securities via notice to the Company, such Lender shall thereafter be obligated to purchase such Pro Rata Portion of the New Securities and may not withdraw its election without the prior written consent of the Company in its sole discretion. The closing of any sale pursuant to this Section 8.3(b) shall occur within ninety (90) days of the date that the Offer Notice is given.

(c) If none of the New Securities referred to in the Offer Notice are elected to be purchased or acquired as provided in Section 8.3(b), the Company may, during the ninety (90) day period following the expiration of the 10 day period commencing on the delivery of the Offer Notice, offer and sell the New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If a portion of the New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Section 8.3(b), the Company may, during the ninety (90) day period following the expiration of the 10 day period commencing on the delivery of the Offer Notice, offer and sell such unsubscribed portion of the New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice (with, for the avoidance of doubt, the subscribed portion of the New Securities being sold to the Lender(s) who elected to acquire their Pro Rata Portion of the New Securities as set forth in Section 8.3(b)). If the Company does not enter into an agreement for the sale of the New Securities within such period(s), or if such agreement is not consummated within thirty (30) days of the execution thereof, the rights provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Lenders in accordance with this Article VIII.

Section 8.4 Exclusion. Notwithstanding the foregoing or anything herein to the contrary, the rights of the Lenders set forth in this Article VIII shall not be applicable to any New Securities issued:

(a) for compensatory or incentive purposes to officers, employees or directors of, or consultants to, the Company or any of its Affiliates including, without limitation, the grant of stock options, deferred share units, restricted share units or restricted shares, duly adopted for such purposes by a majority of the non-employee members of the board of directors of the Company or a majority of the members of the committee of nonemployee members of the board of directors established for such purpose;

(b) pursuant to a rights offering by the Company or pursuant to a stockholder rights plan of the Company that is carried out on a pro rata basis among all holders of the applicable class of securities of the Company;

(c) upon the exercise, conversion or exchange of any securities exercisable, convertible or exchangeable for or into shares of Common Stock (including, without limitation, the Notes);

(d) any exchange of shares of preferred stock of the Company which are issued and outstanding as of the Effective Date for any other equity securities or debt securities of the Company (including, without limitation, any promissory notes);

(e) pursuant to any over-allotment option granted to the underwriters in a securities offering;

(f) as a result of the consolidation or subdivision of any securities of the Company, or as a special distribution or stock dividend or similar transaction that is carried out on a pro rata basis among all holders of the applicable class of securities of the Company; or

(g) in connection with or pursuant to any merger, business combination, joint venture, exchange offer, take-over bid, arrangement, amalgamation, asset purchase transaction or acquisition of assets or shares of a third party where such transaction is approved by a majority of the disinterested directors of the Company.

Section 8.5 Requirements. Each Lender, as a condition precedent to the exercise of such Lender's right pursuant to this Article VIII, shall execute such documents and complete such actions as reasonably required by the Company in connection therewith.

Section 8.6 Termination. The rights of the Lenders pursuant to this Article VIII shall terminate and be of no further force or effect upon the expiration of the Rights Term or upon any liquidation, dissolution or winding up of the Company, either voluntarily or involuntarily, a merger or consolidation of the Company where the Company is not a surviving entity, or a sale of all or substantially all of the assets of the Company.

ARTICLE IX
EVENTS OF DEFAULT

Section 9.1 Event of Default. The Majority Lenders may elect to declare an "Event of Default" if any of the following conditions or events shall occur and be continuing:

(a) the Company fails to pay the then-outstanding principal amount and accrued interest on the Notes on any date any such amounts become due and payable, and any such failure is not cured within ten Business Days of written notice thereof by any Lender;

(b) the Company fails to comply in any material respect with any other covenant or agreement hereunder and any such failure is not cured within five (5) Business Days of written notice thereof by any Lender;

(c) if and when its common stock is listed for trading on the Principal Market for a period of two (2) consecutive trading days;

(d) the Company's failure to cause its transfer agent to issue the shares of the Company's common stock upon conversion of the Notes within three (3) trading days after the date on which the Investor is entitled to receive such shares;

(e) the Company shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator; (ii) make a general assignment for the benefit of the Company's creditors; or (iii) commence a voluntary case under the U.S. Bankruptcy Code as now and hereafter in effect, or any successor statute; or

(f) if at any time the Common Stock is no longer DWAC eligible.

Following an Event of Default, all Notes shall come immediately due for redemption and the redemption amount shall accrue interest at the lesser of: (a) 18% per annum; or (b) the maximum legal rate.

Section 9.2 Consequences of Events of Default. If an Event of Default has occurred and is continuing (i) the Majority Lenders may, by notice to the Company, declare all or any portion of the then outstanding principal amount of the Notes, together with all accrued and unpaid interest thereon, and the Notes shall thereupon become, immediately due and payable in cash and (ii) each of the Lenders shall have the right to pursue any other remedies that the Lenders may have under applicable Law.

ARTICLE X
MISCELLANEOUS

Section 10.1 Arbitration.

(a) The Parties shall promptly submit any dispute, claim, or controversy arising out of or relating to this Agreement (including with respect to the meaning, effect, validity, termination, interpretation, performance, or enforcement of this Agreement) or any alleged breach thereof (including any action in tort, contract, equity, or otherwise), to binding arbitration before one arbitrator (the "Arbitrator"). Binding arbitration shall be the sole means of resolving any dispute, claim, or controversy arising out of or relating to this Agreement (including with respect to the meaning, effect, validity, termination, interpretation, performance or enforcement of this Agreement) or any alleged breach thereof (including any claim in tort, contract, equity, or otherwise).

(b) If the Company and the Majority Lenders cannot agree upon the Arbitrator within ten (10) Business Days of the commencement of the efforts to so agree on an Arbitrator, the Company and the Majority Lenders shall select one arbitrator and the two arbitrators so selected shall select the Arbitrator.

(c) The laws of the State of Nevada shall apply to any arbitration hereunder. In any arbitration hereunder, this Agreement and any agreement contemplated hereby shall be governed by the laws of the State of Nevada applicable to a contract negotiated, signed, and wholly to be performed in the State of Nevada, which laws the Arbitrator shall apply in rendering his decision. The Arbitrator shall issue a written decision, setting forth findings of fact and conclusions of law, within sixty (60) days after he shall have been selected. The Arbitrator shall have no authority to award punitive or other exemplary damages.

(d) The arbitration shall be held in West Palm Beach, Florida in accordance with and under the then-current provisions of the rules of the American Arbitration Association, except as otherwise provided herein.

(e) On application to the Arbitrator, any Party shall have rights to discovery to the same extent as would be provided under the Federal Rules of Civil Procedure, and the Federal Rules of Evidence shall apply to any arbitration under this Agreement; provided, however, that the Arbitrator shall limit any discovery or evidence such that his decision shall be rendered within the period referred to in Section 10.1(c).

(f) The Arbitrator may, at his discretion and at the expense of the Party who will bear the cost of the arbitration, employ experts to assist him in his determinations.

(g) The costs of the arbitration proceeding and any proceeding in court to confirm any arbitration award or to obtain relief, as applicable (including actual attorneys' fees and costs), shall be borne by the unsuccessful Party and shall be awarded as part of the Arbitrator's decision, unless the Arbitrator shall otherwise allocate such costs in such decision. The determination of the Arbitrator shall be final and binding upon the Parties and not subject to appeal.

(h) Any judgment upon any award rendered by the Arbitrator may be entered in and enforced by any court of competent jurisdiction. The Parties expressly consent to the non- exclusive jurisdiction of the courts (Federal and state) in Palm Beach County, Florida to enforce any award of the Arbitrator or to render any provisional, temporary, or injunctive relief in connection with or in aid of the Arbitration. The Parties expressly consent to the personal and subject matter jurisdiction of the Arbitrator to arbitrate any and all matters to be submitted to arbitration hereunder. None of the Parties hereto shall challenge any arbitration hereunder on the grounds that any party necessary to such arbitration (including the Parties) shall have been absent from such arbitration for any reason, including that such Party shall have been the subject of any bankruptcy, reorganization, or insolvency proceeding.

Section 10.2 Governing Law; Consent to Jurisdiction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Nevada, without application of the conflicts of laws provisions thereof. Each Party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a Party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in Palm Beach County, Florida (the "Selected Courts"). Each Party hereto hereby irrevocably submits to the exclusive jurisdiction of the Selected Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such Selected Courts, or such Selected Courts are improper or inconvenient venue for such proceeding. Each Party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such Party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof.

Section 10.3 Waiver of Jury Trial; Exemplary Damages.

(a) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 10.3(a).

(b) Each of the Parties acknowledge that each has been represented in connection with the signing of the waiver set forth in Section 10.3(a) by independent legal counsel selected by the respective Party and that such Party has discussed the legal consequences and import of such waiver with legal counsel. Each of the Parties further acknowledge that each has read and understands the meaning of such waiver and grants such waiver knowingly, voluntarily, without duress and only after consideration of the consequences of this waiver with legal counsel.

(c) IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREIN FOR SPECIAL, GENERAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR LOST OPPORTUNITY, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Section 10.4 Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by them in accordance with the terms hereof or were otherwise breached and that each Party hereto shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of the provisions hereof and to enforce specifically the terms and provisions hereof, without the proof of actual damages, in addition to any other remedy to which they are entitled at law or in equity. Each Party agrees to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, and agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (a) the other Party has an adequate remedy at law, or (b) an award of specific performance is not an appropriate remedy for any reason at law or equity.

Section 10.5 Attorneys' Fees. In the event that any Party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the prevailing Party shall be reimbursed by the losing Party for all costs, including reasonable attorney's fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

Section 10.6 Brokers. The Parties agree that there were no finders or brokers involved in bringing the Parties together or who were instrumental in the negotiation, execution or consummation of this Agreement. Each Party agrees to indemnify each other Party against any claim by any Person for any commission, brokerage, or finder's fee arising from the transactions contemplated hereby based on any alleged agreement or understanding between the indemnifying Party and such Person, whether express or implied from the actions of the indemnifying Party.

Section 10.7 Severability. Any term or provision of this Agreement or the Notes that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or thereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof or thereof is invalid, void or unenforceable, each of the Company and the Lenders agrees that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision; to delete specific words or phrases; or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable term or provision.

Section 10.8 Entire Agreement. This Agreement and the Notes constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings and negotiations, whether written or oral, of the Parties.

Section 10.9 Arm's Length Bargaining; No Presumption Against Drafter. This Agreement has been negotiated at arm's-length by parties of equal bargaining strength, each represented by counsel or having had but declined the opportunity to be represented by counsel and having participated in the drafting of this Agreement. This Agreement creates no fiduciary or other special relationship between the Parties, and no such relationship otherwise exists. No presumption in favor of or against any Party in the construction or interpretation of this Agreement or any provision hereof shall be made based upon which Person might have drafted this Agreement or such provision.

Section 10.10 Further Assurances. From time to time, whether at or following a Closing, each Party shall make reasonable commercial efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable, including as required by applicable laws, to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement. Each Party's representations and warranties hereunder shall survive the Closings.

Section 10.11 Amendment; Waiver. This Agreement may be amended, and the observance of any term hereof may be waived (either retroactively or prospectively), only upon the written consent of the Company and the Majority Lenders. Any Note may be amended, and the observance of any term thereof may be waived (either retroactively or prospectively), only upon the written consent of the Company and Lender holding such applicable Note. Notwithstanding any other terms of this Agreement, this Agreement and the number and identity of the Lenders may be amended after the initial Closing to add Lenders participating in subsequent Closings without the consent of any Party hereto other than the Company.

Section 10.12 Transferability. Neither this Agreement nor the Notes may be assigned or transferred, directly or indirectly, by any Lender to any Person without the prior written consent of the Company. Any purported transfer of this Agreement or the Notes in violation of this Section 10.12 shall be null and void.

Section 10.13 Transaction Expenses. Other than as specifically set forth herein, each Party shall pay its own costs and expenses (including attorneys' fees) in connection with the preparation and closing of the transactions contemplated by this Agreement and the Notes.

Section 10.14 Notices.

(a) Any notice or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered to it or sent by email, overnight courier or registered mail or certified mail, postage prepaid, addressed as follows:

If to the Company, to:

Orbsat Corp
Attn: David Phipps
18851 NE 29th Avenue, Suite 700
Aventura, FL 33180
Email: tseifert@orbsat.com / dphipps@orbsat.com

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

Schiff Hardin LLP
Attn: Ralph DeMartino
901 K Street NW, Suite 700
Washington D.C. 20001
Email: RDeMartino@schiffhardin.com

If to a Lender, to its mailing address and email address set forth on their signature page as attached hereto.

(b) Any Party may change its address for notices hereunder upon notice to each other Party in the manner for giving notices hereunder.

(c) Any notice hereunder shall be deemed to have been given (i) upon receipt, if personally delivered, (ii) on the day after dispatch, if sent by overnight courier, (iii) upon dispatch, if transmitted by email with return receipt requested and received and (iv) three (3) days after mailing, if sent by registered or certified mail.

Section 10.15 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and shall in no way be construed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provision of, or scope or intent of, this Agreement nor in any way affect this Agreement.

Section 10.16 Confidentiality. Each Party agrees that, unless and until the transactions contemplated by this Agreement have been consummated, it and its Representatives will hold in strict confidence all data and information obtained with respect to another Party or any subsidiary thereof from any Representative, officer, director or employee, or from any books or records or from personal inspection, of such other Party, and shall not use such data or information or disclose the same to others, except (i) to the extent such data or information is published, is a matter of public knowledge, or is required by Law to be published; (ii) to the extent that such data or information must be used or disclosed in order to consummate the transactions contemplated by this Agreement or (iii) to the extent that such use or disclosure is otherwise permitted by this Agreement. In the event of the termination of this Agreement, each Party shall return to the applicable other Party all documents and other materials obtained by it or on its behalf and shall destroy all copies, digests, work papers, abstracts or other materials relating thereto, and each Party will continue to comply with the confidentiality provisions set forth herein.

Section 10.17 Public Announcements and Filings. Unless required by applicable Law or regulatory authority, none of the Parties will issue any report, statement or press release to the general public, to the trade, to the general trade or trade press, or to any third party (other than its advisors and Representatives in connection with the transactions contemplated hereby) or file any document, relating to this Agreement and the Offering, except as may be mutually agreed by the Parties. Copies of any such filings, public announcements or disclosures, including any announcements or disclosures mandated by Law or regulatory authorities, shall be delivered to each Party at least one (1) business day prior to the release thereof, provided, however, that the Company shall not be required to deliver any post-closing filing related to the transactions contemplated herein that will be filed with the SEC pursuant to the requirements of the Exchange Act.

Section 10.18 Third Party Beneficiaries. This contract is strictly between the Parties and, except as specifically provided, no other Person and no director, officer, stockholder, employee, agent, independent contractor or any other Person shall be deemed to be a third-party beneficiary of this Agreement.

Section 10.19 Successors and Assigns. All covenants and other agreements contained in this Agreement by or on behalf of any of the Parties bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not, but only to the extent that Section 10.12 hereof has been complied with.

Section 10.20 Confidentiality. Except as required by law, each Lender agrees that it shall keep confidential and shall not disclose or divulge any confidential, proprietary or secret information that such Lender may obtain from the Company pursuant to its operating agreement, financial statements, reports and other materials submitted by the Company to such Lender pursuant to this Agreement or otherwise, or pursuant to visitation or inspection rights granted under this Agreement, unless such information is known, or until such information becomes known, to the public; provided that a Lender may disclose such information (a) to its attorneys, accountants, consultants and other professionals to the extent necessary to obtain their services in connection with its investment in the Company, or (b) to any affiliate of such Lender or to a partner, member or stockholder of such Lender.

Section 10.21 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument. The execution and delivery of a facsimile or other electronic transmission of a signature to this Agreement shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly signed as of the Effective Date.

Orbsat Corp

By: _____

Name: David Phipps
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly signed as of the Effective Date.

Lender Name: _____

By: _____

Name: _____

Title: _____

Initial Principal Amount of Note to be acquired:_____

Address for Notice

_____

_____

_____

Tax Identification or Social Security #:

_____

SCHEDULE 4.4 CAPITALIZATION

[_]

Exhibit A

Form of Note

Exhibit 10.3

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of the __ day of March, 2021 (the "Effective Date"), by and between Orbsat Corp., a Nevada corporation (the "Company"), and David Phipps (the "Executive"). The Company and the Executive are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSTH:

WHEREAS, the Executive has served as the President and Chief Executive Officer of the Company pursuant to that certain Employment Agreement dated June 14, 2018, as extended by the Parties (the "Prior Agreement"); and

WHEREAS, the Prior Agreement has expired, and the Company desires to employ the Executive, and the Executive desires to accept such employment with the Company, in each case upon the terms and conditions set forth herein.

Agreement:

1. **Term**: The term of this Agreement shall start on the Effective Date and end on the one (1) year anniversary of the Effective Date, which will be automatically extended for additional one (1) year terms thereafter unless terminated by the Company or the Executive by written notice to the other Party not later than ninety (90) days prior to the end of the initial term or any extension term, as applicable, subject in all events to early termination pursuant to Section 5 (as so extended or terminated, the "Term"). Notwithstanding any other provisions this Agreement, the Company shall have an obligation to make any payments to Executive for Base Salary and Bonuses, as defined below and as required by this Agreement.

2. **Services and Exclusivity of Services**: So long as this Agreement shall continue in effect, Executive shall devote substantially all of his business time and attention to the performance of the Executive's duties hereunder as assigned by the Board of Directors of the Company (the "Board") to the extent consistent with Section 3. Executive shall use Executive commercially reasonable efforts and abilities to promote the Company's interests and shall perform the services contemplated by this Agreement in accordance with the policies established by and under the direction of the Board, to the extent consistent with Section 3. Executive agrees to faithfully and diligently promote the business affairs and interests of the Company and its subsidiaries.

3. **Duties and Responsibilities**: Executive shall serve as the President and Chief Executive Officer of the Company, with such duties, responsibilities and authority commensurate and consistent with such positions, as may be, from time to time, assigned to him by the Board. The Executive shall report directly to the Board. Executive shall render his services from Poole, England, and will not be required to relocate his residence from Poole, England at any time during the Term hereof. Executive agrees to travel as and to the extent reasonably requested by the Board in connection with the performance of his services hereunder.

Notwithstanding the foregoing, the expenditure of reasonable amounts of time by the Executive for the making of passive personal investments, the conduct of private business affairs (including other future directorships other than serving on the Board of Directors of a competing business) and charitable and professional activities shall be allowed, provided such activities do not materially interfere with the services required to be rendered by the Executive to the Company hereunder and do not violate the confidentiality provisions set forth in Section 7 or the non-competition and non-solicitation provisions set forth in Section 8 below. The Company understands and acknowledges, consistent with the foregoing, that Executive currently has other personal passive investment interests in addition to his position hereunder as President and Chief Executive Officer of the Company.

4. **Compensation:**

(a) Base Compensation: The Executive's annual base salary shall be an aggregate of (i) $180,000 per year, and (ii) £50,000 (approximately $70,000) per year (collectively, the "Base Salary"), which shall be paid by the Company to the Executive through the Company's wholly owned subsidiary, Global Telesat Communications Ltd. ("GTC"), in accordance with GTC's customary payroll practices, subject to (i) customary periodic review, modification and increase by the Board, (ii) periodic review, modification and increase by the Board in connection with material Company events, including, but not limited to, the Company's successful listing of the Company's capital stock on a national securities exchange such as the Nasdaq Capital Markets or the NYSE (the "listing"), as may be delegated by the Board to the Compensation Committee (as defined below) (references herein to the Compensation Committee shall include reference to the Board if no such Committee exists at any time).

(b) Bonuses: Executive shall be entitled to (A) receive an annual cash bonus in an amount equal to up to 150% of the Base Salary if the Company meets or exceeds criteria adopted by the Compensation Committee of the Board (the "Compensation Committee"); (B) receive any additional bonuses as determined by the Board; and (C) participate in any other executive compensation plans adopted by the Board.

(c) Additional Benefits: The Company agrees to provide the following "Additional Benefits" to Executive:

(i) Medical plan coverage for Executive, his spouse and dependents during the Term, if any, at the expense of the Company, with such coverage or comparable coverage to continue following termination of employment, other than for Cause (as defined below) or without Good Reason (as defined below), as each term is defined in this Agreement in Section 5(d) for the remainder of the Term;

(ii) All rights and benefits for which Executive is otherwise eligible under any pension plan profit-sharing plan, dental, disability, or insurance plan or policy or other plan or benefit that the Company or its affiliates may provide (provided Executive is eligible under applicable law) for employees of the Company generally, as from time to time in effect, during the term of this Agreement;

(iii) An automobile allowance for Executive in the amount of $1,500 per month; and

(iv) Executive shall be eligible for four (4) weeks annual paid vacation during each year of the Term. Any vacation days not taken in a one (1) year period during the Term shall accrue and shall carry over to the subsequent year, provided that Executive may take up to a maximum of six (6) weeks' annual paid vacation in a one (1) year period during the Term.

(d) Equity Awards. During the Term, the Executive shall be entitled to receive, subject to approval by the Board, equity incentive grants, such as common stock or stock options of the Company: (i) commensurate with the Executive's position and performance, and (ii) reflective of the executive compensation plans that the Company has in place at such time.

5. **Termination**: This Agreement and all obligations hereunder except the obligations contained in sections 4, 7, 8, and 9 (Additional Benefits, Confidential Information and Noncompetition and Non-Solicitation) which shall survive any termination hereunder shall terminate upon the earliest to occur of any of the following:

(a) Expiration of Term: The expiration of the Term provided for in Section 1 herein.

(b) Death or Disability of Executive: The "Total Disability" of Executive for the purposes of this Agreement shall be defined as, the Executive has failed to perform his regular and customary duties to the Company for a period of 180 days out of any 360-day period as determined by a medical expert appointed by the Company's disability insurance carrier, who will examine the Executive. The Executive hereby consents to such examination and consultation regarding his health and ability to perform as aforesaid. If Executive shall become subject to a Total Disability, Executive's employment may be terminated by written notice from the Company to Executive.

(c) For Cause or Without Good Reason: The Company may terminate Executive's employment and all of Executive's rights to receive the Base Salary and Bonuses hereunder for Cause upon the resignation of Executive without Good Reason. For purposes of this Agreement, the term "Cause" shall be limited to the willful commission of a felony or other act of moral turpitude, which directly and demonstrably causes material, tangible harm to the Company. "Good Reason" shall be defined as the (i) demotion of Executive from the position of President and Chief Executive Officer; (ii) a material diminution by the Company in the Employee's authority, duties, or responsibilities from those specified in Section 3, (iii) the Executive ceasing to communicate or report to the Board, (iv) without the consent of Executive, any attempt to materially decrease Executive's Base Salary or Bonuses; (v) any breach of this Agreement by the Company; and (vi) a change by the Company of the principal location at which the Executive is required to perform his duties for Company to a new location that is more than twenty-five miles from Poole, England, without the Executive's consent.

Notwithstanding the foregoing, Executive should not be terminated for Cause pursuant to this section 5(c) unless and until Executive has received notice of a proposed termination for Cause an Executive has had an opportunity to be heard before at least the majority of the members of the Board. Executive shall be deemed to have had such opportunity is given written or telephonic notice at least 72 hours in advance of the meeting. The initial determination that Cause exists shall be made by the Board.

(d) Without Cause or With Good Reason: Notwithstanding any other provision of this Section 5, the Board shall have the right to terminate Executive's appointment with the Company with or without Cause, and Executive shall have the right to resign with or without Good Reason, at any time. If the Company terminates Executive without Cause or Executive resigns for Good Reason then the Company shall: (A) within 10 days of such termination or resignation make an immediate lump sum payment to Executive in the amount of (i) two (2) times the then-applicable Base Salary, subject to withholding required by applicable law, and (ii) Base Salary and Bonuses for the remainder of the Term (based on the assumption that the Company would achieve all performance targets for all Bonuses), (B) provide the Additional Benefits provided for under Section 4 for the remainder of the Term, (C) full vesting of any stock options, restricted stock or other equity or equity-related incentives, e.g. SARs, then held by the Executive, and (D) a cash "gross up" payment equal to the aggregate amount of federal, state and local taxes resulting from the other payments made to Executive under this Section 9(d), assuming an aggregate incremental tax rate of 39%. The present value of the aggregate unpaid Base Salary and Bonuses shall be determined using the then applicable federal rate under the Internal Revenue Code.

(e) Change in Control: Termination of the Executive's appointment with the Company as a result of, or in connection with, a Change in Control shall be treated as a termination without Cause, entitling the Executive to the compensation and other benefits provided for in Section 5(d), provided, however in no event shall such compensation as provided for in Section 5(d) be less than Executive's total compensation during the year preceding the Change in Control. "Change in Control" shall mean the occurrence of any one or more of the following: (i) in any transaction or series of related transactions, the accumulation (if over time, in any consecutive twelve (12) month period), whether directly, indirectly, beneficially or of record, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended) of 50.1% or more of the shares of the outstanding common stock of the Company, whether by merger, consolidation, sale, issuance or other transfer of shares of common stock (other than a merger or consolidation where the stockholders of the Company prior to the merger or consolidation are the holders of a majority of the voting securities of the entity that survives such merger or consolidation), (ii) a sale of all or substantially all of the assets of the Company, or (iii) during any period of twelve (12) consecutive months, the individuals who, at the beginning of such period, constituted the members of the Board, no longer constitute the members of the Board at the end of such period.

6. **Business Expenses:** The Executive shall be entitled to receive reimbursement for all reasonable business expenses incurred by him in connection with his duties under this Agreement. The Company understands that the Executive will maintain his primary residence elsewhere and any reasonable related travel fees incurred on behalf of Executive for business purposes, relating but not limited to corporate housing, business class hotel accommodations, business class airfare, and car rental will be reimbursed.

7. **Confidential Information:**

(a) The Executive recognizes, acknowledges and agrees that he has had and will continue to have access to secret and confidential information regarding the Company, its subsidiaries and their respective businesses ("Confidential Information"), including but not limited to, its products, methods, formulas, software code, patents, sources of supply, customer dealings, data, know-how, trade secrets and business plans, provided such information is not in or does not hereafter become part of the public domain, or become known to others through no fault of the Executive. The Executive acknowledges that such information is of great value to the Company, is the sole property of the Company, and has been and will be acquired by his in confidence. In consideration of the obligations undertaken by the Company herein, the Executive will not, at any time, during or after his employment hereunder, reveal, divulge or make known to any person, any information acquired by the Executive during the course of his/her employment, which is treated as confidential by the Company, and not otherwise in the public domain. The provisions of this Section 7 shall survive the termination of the Executive's employment hereunder for a period of one (1) year.

(b) The Executive affirms that he does not possess and will not rely upon the protected trade secrets or confidential or proprietary information of any prior employer(s) in providing services to the Company or its subsidiaries.

(c) In the event that the Executive's employment with the Company terminates for any reason, the Executive shall deliver forthwith to the Company any and all originals and copies, including those in electronic or digital formats, of Confidential Information; provided, however, Executive shall be entitled to retain (i) papers and other materials of a personal nature, including, but not limited to, photographs, correspondence, personal diaries, calendars and rolodexes, personal files and phone books, (ii) information showing his compensation or relating to reimbursement of expenses, (iii) information that he reasonably believes may be needed for tax purposes, and (iv) copies of plans, programs and. agreements relating to his employment, or termination thereof, with the Company.

8. **Non-Competition and Non-Solicitation:**

(a) The Executive agrees and acknowledges that the Confidential Information that the Executive has already received and will receive is valuable to the Company and the Company and that its protection and maintenance constitutes a legitimate business interest of the Company and the Company, to be protected by the non-competition restrictions set forth herein. The Executive agrees and acknowledges that the non-competition restrictions set forth herein are reasonable and necessary and do not impose undue hardship or burdens on the Executive. The Executive also acknowledges that the Company's and its subsidiaries' businesses are conducted worldwide, and that the territory and scope of prohibited competition, and time duration set forth in the non-competition restrictions set forth below are reasonable and necessary to maintain the value of the Confidential Information, and to protect the goodwill and other legitimate business interests of the Company, its subsidiaries, affiliates and/or its clients or customers. The provisions of this Section 8 shall survive the termination of the Executive's employment hereunder for the time periods specified below.

(b) The Executive hereby agrees and covenants that during the Term and the period thereafter provided below, he shall not without the prior written consent of the Company, directly or indirectly, in any capacity whatsoever, including, without limitation, as an employee, employer, consultant, principal, partner, shareholder, officer, director or any other individual or representative capacity (other than (A) as a holder of less than five (5%) percent of the outstanding securities of a company whose shares are traded on any national securities exchange or (B) as a limited partner or passive minority interest holder in a venture capital fund, private equity fund or similar investment entity which holds or may hold an equity or debt position in portfolio companies that are competitive with the Company; provided, however, that the Executive shall be precluded from serving as an operating partner, general partner, manager or governing board designee with respect to such portfolio companies):

(i) engage, own, manage, operate, control, be employed by, consult for, participate in, or be connected in any manner with the ownership, management, operation or control of any business in competition with the Business of the Company, as defined in the next sentence. For purposes hereof, the term "Business" shall mean the sales and service of satellite voice and data equipment, and satellite-enabled voice, data, tracking and IoT connectivity services;

(ii) recruit, solicit or hire, or attempt to recruit, solicit or hire, any employee, or independent contractor of the Company to leave the employment (or independent contractor relationship) thereof, whether or not any such employee or independent contractor is party to an employment agreement, for the purpose of competing with the Business of the Company;

(iii) attempt in any manner to solicit or accept from any customer of the Company, with whom Executive had significant contact during Executive's employment by the Company (whether under this Agreement or otherwise), business of the kind or competitive with the Business done by the Company with such customer or to persuade or attempt to persuade any such customer to cease to do business or to reduce the amount of business which such customer has customarily done or might do with the Company, or if any such customer elects to move its business to a person other than the Company, provide any services of the kind or competitive with the Business of the Company for such customer, or have any ·discussions regarding any such service with such customer, on behalf of such other person for the purpose of competing with the Business of the Company; or

(iv) interfere with any relationship, contractual or otherwise, between the Company and any other party, including, without limitation, any supplier, distributor, co-venturer or joint venturer of the Company, for the purpose of soliciting such other party to discontinue or reduce its business with the Company for the purpose of competing with the Business of the Company.

With respect to the activities described in subparagraphs (i), (ii), (iii) and (iv) above, the restrictions of this Section 8 shall continue during the Term hereof and, upon termination of the Executive's employment pursuant to Section 5 for a period of one (1) year thereafter.

9. **Indemnification:**

(a) Indemnification of Executive. To the fullest extent permitted by the Nevada Revised Statutes, the Company shall indemnify, hold harmless and advance expenses to the Executive, and shall reimburse the Executive for, any loss, liability, claim, damage, expense (including, but not limited to, costs of investigation and defense and reasonable attorneys' fees) arising from or in connection with the Executive's performance of his duties of employment under this Agreement. Such indemnification shall exclude, however, those claims for which it is proven that: (i) the Executive's actions or failure to act constituted a breach of his or his fiduciary duties as a director or officer, and (ii) the breach of those duties involved intentional misconduct, fraud or a knowing violation of law (each such claim an "Excluded Claim").

(b) Defense of Claims. In the event that any action, suit or proceeding is brought against the Executive with respect to which the Company may have liability under this Section 9, the Company shall have the right, at its cost and expense, to defend such action, suit or proceeding in the name and on behalf of the Executive; provided, however, that the Executive shall have the right to retain his or his own counsel, with fees and expenses paid by the Company, if representation of the Executive by counsel retained by the Company would be inappropriate because of actual or potential differing interests between the Company and the Executive. In connection with any action, suit or proceeding subject to this Section 9, the Company and the Executive agree to render to each other such assistance as may reasonably be required in order to ensure proper and adequate defense of such action, suit or proceeding. The Company shall not, without the prior written consent of the Executive, settle or compromise any action, suit or proceeding if such settlement or compromise does not include an irrevocable and unconditional release of the Executive for any liability arising out of such action, suit or proceeding.

10. **Miscellaneous**.

(a) The Executive acknowledges that the services to be rendered by his under the provisions of this Agreement are of a special, unique and extraordinary character and that it would be difficult or impossible to replace such services. Accordingly, the Executive agrees that any breach or threatened breach by him of Sections 7 or 8 of this Agreement shall entitle the Company, in addition to all other legal remedies available to it, to apply to any court of competent jurisdiction to seek to enjoin such breach or threatened breach. The parties understand and intend that each restriction agreed to by the Executive hereinabove shall be construed as separable and divisible from every other restriction, that the unenforceability of any restriction shall not limit the enforceability, in whole or in part, of any other restriction, and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant. In the event that any restriction in this Agreement is more restrictive than permitted by law in the jurisdiction in which the Company seeks enforcement thereof, such restriction shall be limited to the extent permitted by law. The remedy of injunctive relief herein set forth shall be in addition to, and not in lieu of, any other rights or remedies that the Company may have at law or in equity.

(b) Neither the Executive nor the Company may assign or delegate any of their rights or duties under this Agreement without the express written consent of the other; provided, however that the Company shall have the right to delegate its obligation of payment of all sums due to the Executive hereunder, provided that such delegation shall not relieve the Company of any of its obligations hereunder and the Company shall have the right to assign this Agreement in the event of the consummation of a Change in Control transaction (provided that Executive does not exercise his termination rights with respect thereto), provided that the Company requires any successor entity or person to expressly assume, be bound by, and agree to perform the Company's obligations under this Agreement and provides Executive with an instrument executed by any such successor entity or person confirming the foregoing.

(c) This Agreement constitutes and embodies the full and complete understanding and agreement of the parties with respect to the Executive's employment by the Company (it being understood that any equity incentive arrangements shall be governed by the terms of the documents for such equity incentive arrangements, provided that in the event of a conflict between this Agreement and the terms of the documents for such equity incentive arrangements, this Agreement will control and govern)supersedes all prior understandings and agreements, whether oral or written, between the Executive and the Company with respect thereto, and shall not be amended, modified or changed except by an instrument in writing executed by the Party to be charged. The invalidity or partial invalidity of one or more provisions of this Agreement shall not invalidate any other provision of this Agreement. No waiver by any Party of any provision or condition to be performed hereunder shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time, unless the instrument of waiver expressly provides otherwise.

(d) This Agreement shall inure to the benefit of, be binding upon and enforceable against, the Parties hereto and their respective successors, heirs, beneficiaries, personal representatives, and permitted assigns.

(e) The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(f) All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered, receipt acknowledged, sent by registered or certified mail, return receipt requested, postage prepaid, or by private overnight mail service (e.g., Federal Express), receipt acknowledged, to the Party at the addresses set forth below or to such other address as any Party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the sooner of the date actually received or the third business day after sending.

(g) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada without reference to principles of conflicts of laws and each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and state courts located in the State of Nevada. The parties hereto shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations amongst themselves. If the parties hereto are unable to resolve the matter following good faith negotiations, the matter shall thereafter be resolved by binding arbitration and each Party hereto hereby waives any right it may otherwise have to the resolution of such matter by any means other than binding arbitration pursuant to this Agreement. Whenever a Party shall decide to institute arbitration proceedings, it shall provide written notice to that effect to the other parties hereto. The Party giving such notice shall, however, refrain from instituting the arbitration proceedings for a period of sixty (60) days following such notice. During this period, the parties shall make good faith efforts to amicably resolve the claim, dispute or controversy without arbitration. Any arbitration hereunder shall be conducted in the English language under the commercial arbitration rules of the American Arbitration Association. Any such arbitration shall be conducted in Miami, Florida by a panel of three arbitrators: one arbitrator shall be appointed by each of the Executive and the Company; and the third shall be appointed by the American Arbitration Association. The panel of arbitrators shall have the authority to grant specific performance. Judgment upon the award so rendered may be entered in any court having jurisdiction in the State of Nevada or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. In no event shall a demand for arbitration be made after the date when institution of a legal or equitable proceeding based on the claim, dispute or controversy in question would be barred under this Agreement or by the applicable statute of limitations. The prevailing Party in any arbitration in accordance with this Agreement shall be entitled to recover from the other Party, in addition to any other remedies specified in the award, all reasonable costs, attorneys' fees and other expenses incurred by such prevailing Party to arbitrate the claim, dispute or controversy.

(h) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument. The parties hereto have executed this Agreement as of the date set forth above.

(i) The Company shall maintain during the Term, Directors' and Officers' Professional Liability Insurance providing coverage to the Executive in amounts customary for public companies of the same size and scope of operations as the Company.

(j) The Executive and the Company acknowledge that each of the payments and benefits promised to Executive under this Agreement must either comply with the requirements of Section 409A of the Code ("Section 409A"), and the regulations thereunder or qualify for an exception from compliance. To that end, the Executive and the Company agree that the severance payments described herein are intended to be excepted from compliance with Section 409A as a short-term deferral pursuant to Treasury Regulation Section 1.409A-1(b)(4). In the case of a payment that is not excepted from compliance with Section 409A, and that is not otherwise designated to be paid immediately upon a permissible payment event within the meaning of Treasury Regulation Section 1.409A-3(a), the payment shall not be made prior to, and shall, if necessary, be deferred to and paid on the later of the date sixty (60) days after the Executive's earliest separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)) and, if the Executive is a specified employee (within the meaning of Treasury Regulation Section 1.409A-1(i)) of the Company on the date of his separation from service, the first day of the seventh month following the Executive's separation from service. Furthermore, this Agreement shall be construed and administered in such manner as shall be necessary to effect compliance with Section 409A.

Notices:

If to the Company:

Orbsat Corp.
18851 NE 29th Avenue, Suite 700
Aventura, FL 33180
Attention: Board of Directors

If to the Executive:

David Phipps
19-25 Nuffield Road Poole, BH17
ORU United Kingdom

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

Acknowledged and accepted:

COMPANY:

ORBSAT CORP.

Date: _____

By: _____
Name:
Title:

EXECUTIVE:

DAVID PHIPPS

_____
David Phipps

Date: _____

Exhibit 10.4

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of the __ day of March, 2021 (the "Effective Date"), by and between Orbsat Corp., a Nevada corporation (the "Company"), and Thomas Seifert (the "Executive"). The Company and the Executive are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSTH:

WHEREAS, the Company desires to employ the Executive on the terms and conditions set forth herein; and

WHEREAS, the Executive desires to be employed by the Company on such terms and conditions.

Agreement:

1. **Term**: The term of this Agreement shall start on the Effective Date and end on the one (1) year anniversary of the Effective Date, which will be automatically extended for additional one (1) year terms thereafter unless terminated by the Company or the Executive by written notice to the other Party not later than ninety (90) days prior to the end of the initial term or any extension term, as applicable, subject in all events to early termination pursuant to Section 5 (as so extended or terminated, the "Term"). Notwithstanding any other provisions this Agreement, the Company shall have an obligation to make any payments to Executive for Base Salary and Bonuses, as defined below and as required by this Agreement.

2. **Services and Exclusivity of Services**: So long as this Agreement shall continue in effect, Executive shall devote substantially all of his business time and attention to the performance of the Executive's duties hereunder as assigned by the CEO and the Board of Directors of the Company (the "Board"), to the extent consistent with Section 3, provided that the Company acknowledges that Executive maintains a consulting business which does not conflict or interfere with the services, duties and responsibilities of Executive hereunder, and, as such, the Company does not object to Executive's continued operation of his consulting business during the Term. Executive shall use Executive's commercially reasonable efforts and abilities to promote the Company's interests and shall perform the services contemplated by this Agreement in accordance with the policies established by and under the direction of the CEO and the Board, to the extent consistent with Section 3. Executive agrees to faithfully and diligently promote the business affairs and interests of the Company and its subsidiaries.

3. **Duties and Responsibilities**: Executive shall serve as the Chief Financial Officer of the Company, with such duties, responsibilities and authority commensurate and consistent with such positions, as may be, from time to time, assigned to him by the CEO and the Board. The Executive shall report directly to the CEO. Executive shall render his services from Parker, Colorado, and will not be required to relocate his residence from Parker, Colorado at any time during the Term hereof. Executive agrees to travel as and to the extent reasonably requested by the Board in connection with the performance of his services hereunder.

Notwithstanding the foregoing, the expenditure of reasonable amounts of time by the Executive for the making of passive personal investments, the conduct of private business affairs (including other future directorships other than serving on the Board of Directors of a competing business) and charitable and professional activities shall be allowed, provided such activities do not materially interfere with the services required to be rendered by the Executive to the Company hereunder and do not violate the confidentiality provisions set forth in Section 7 or the non-competition and non-solicitation provisions set forth in Section 8 below. The Company understands and acknowledges, consistent with the foregoing, that Executive currently has other personal passive investment interests in addition to his position hereunder as Chief Financial Officer of the Company.

4. **Compensation**:

(a) Base Compensation: The Executive's annual base salary shall be $150,000 per year, (the "Base Salary"), subject to (i) customary periodic review, modification and increase by the Board, (ii) periodic review, modification and increase by the Board in connection with material Company events, including, but not limited to, the Company's successful listing of the Company's capital stock on a national securities exchange such as the Nasdaq Capital Markets or the NYSE (the "listing"), as may be delegated by the Board to the Compensation Committee (as defined below) (references herein to the Compensation Committee shall include reference to the Board if no such Committee exists at any time), which such Base Salary shall be paid by the Company to the Executive in accordance with the Company's customary payroll practices, subject to customary withholding as required by applicable law.

(b) Bonuses: Executive shall be entitled to (A) receive an annual cash bonus in an amount equal to up to 150% of the Base Salary if the Company meets or exceeds criteria adopted by the Compensation Committee of the Board (the "Compensation Committee"); (B) receive any additional bonuses as determined by the Board; and (C) participate in any other executive compensation plans adopted by the Board.

(c) Additional Benefits: The Company agrees to provide the following "Additional Benefits" to Executive:

(i) Medical plan coverage for Executive, his spouse and dependents during the Term, if any, at the expense of the Company, with such coverage or comparable coverage to continue following termination of employment hereunder, other than for Cause (as defined below) or without Good Reason (as defined below), as each term is defined in this Agreement in Section 5(d) for the remainder of the Term; provided that during the interim period prior to and until the Company's obtaining medical plan coverage for its employees, Executive shall receive $1,000 per month in lieu of medical plan coverage, which such monthly payment shall cease to be paid upon the Company obtaining a medical coverage plan for its employees;

(ii) All rights and benefits for which Executive is otherwise eligible under any pension plan profit-sharing plan, dental, disability, or insurance plan or policy or other plan or benefit that the Company or its affiliates may provide (provided Executive is eligible under applicable law) for employees of the Company generally, as from time to time in effect, during the term of this Agreement;

(iii) An automobile allowance for Executive in the amount of $750 per month; and

(iv) Executive shall be eligible for four (4) weeks annual paid vacation during each year of the Term. Any vacation days not taken in a one (1) year period during the Term shall accrue and shall carry over to the subsequent year, provided that Executive may take up to a maximum of six (6) weeks' annual paid vacation in a one (1) year period during the Term.

(d) Equity Awards. During the Term, the Executive shall be entitled to receive, subject to approval by the Board, equity incentive grants, such as common stock or stock options of the Company: (i) commensurate with the Executive's position and performance, and (ii) reflective of the executive compensation plans that the Company has in place at such time.

5. **Termination**: This Agreement and all obligations hereunder except the obligations contained in sections 4, 7, 8, and 9 (Additional Benefits, Confidential Information and Noncompetition and Non-Solicitation) which shall survive any termination hereunder shall terminate upon the earliest to occur of any of the following:

(a) Expiration of Term: The expiration of the Term provided for in Section 1 herein.

(b) Death or Disability of Executive: The "Total Disability" of Executive for the purposes of this Agreement shall be defined as, the Executive has failed to perform his regular and customary duties to the Company for a period of 180 days out of any 360-day period as determined by a medical expert appointed by the Company's disability insurance carrier, who will examine the Executive. The Executive hereby consents to such examination and consultation regarding his health and ability to perform as aforesaid. If Executive shall become subject to a Total Disability, Executive's employment may be terminated by written notice from the Company to Executive.

(c) For Cause or Without Good Reason: The Company may terminate Executive's employment and all of Executive's rights to receive the Base Salary and Bonuses hereunder for Cause upon the resignation of Executive without Good Reason. For purposes of this Agreement, the term "Cause" shall be limited to the willful commission of a felony or other act of moral turpitude, which directly and demonstrably causes material, tangible harm to the Company. "Good Reason" shall be defined as the (i) demotion of Executive from the position of Chief Financial Officer; (ii) A material diminution by the Company in the Employee's authority, duties, or responsibilities from those specified in Section 3, (iii) the Executive ceasing to communicate or report to the Board, (iv) without the consent of Executive, any attempt to decrease Executive's Base Salary or Bonuses; (v) any breach of this Agreement by the Company; and (vi) a change by the Company of the principal location at which the Executive is required to perform his duties for Company to a new location that is outside of Parker, Colorado, without the Executive's consent

Notwithstanding the foregoing, Executive should not be terminated for Cause pursuant to this section 5(c) unless and until executive has received notice of a proposed termination for Cause an Executive has had an opportunity to be heard before at least the majority of the members of the Board. Executive shall be deemed to have had such opportunity is given written or telephonic notice at least 72 hours in advance of the meeting. The initial determination that Cause exists shall be made by the Board.

(d) Without Cause or With Good Reason: Notwithstanding any other provision of this Section 5, the Board shall have the right to terminate Executive's appointment with the Company with or without Cause, and Executive shall have the right to resign with or without Good Reason, at any time. If the Company terminates Executive without Cause or Executive resigns for Good Reason then the Company shall: (A) within 10 days of such termination or resignation make an immediate lump sum payment to Executive in the amount of (i) two (2) times the then-applicable Base Salary, subject to withholding required by applicable law, and (ii) Base Salary and Bonuses for the remainder of the Term (based on the assumption that the Company would achieve all performance targets for all Bonuses), (B) provide the Additional Benefits provided for under Section 4 for the remainder of the Term, (C) full vesting of any stock options, restricted stock or other equity or equity-related incentives, e.g. SARs, then held by the Executive, and (D) a cash "gross up" payment equal to the aggregate amount of federal, state and local taxes resulting from the other payments made to Executive under this Section 9(d), assuming an aggregate incremental tax rate of 39%. The present value of the aggregate unpaid Base Salary and Bonuses shall be determined using the then applicable federal rate under the Internal Revenue Code.

(e) Change in Control: Termination of the Executive's appointment with the Company as a result of, or in connection with, a Change in Control shall be treated as a termination without Cause, entitling the Executive to the compensation and other benefits provided for in Section 5(d), provided, however in no event shall such compensation as provided for in Section 5(d) be less than Executive's total compensation during the year preceding the Change in Control. "Change in Control" shall mean the occurrence of any one or more of the following: (i) in any transaction or series of related transactions, the accumulation (if over time, in any consecutive twelve (12) month period), whether directly, indirectly, beneficially or of record, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended) of 50.1% or more of the shares of the outstanding common stock of the Company, whether by merger, consolidation, sale, issuance or other transfer of shares of common stock (other than a merger or consolidation where the stockholders of the Company prior to the merger or consolidation are the holders of a majority of the voting securities of the entity that survives such merger or consolidation), (ii) a sale of all or substantially all of the assets of the Company, or (iii) during any period of twelve (12) consecutive months, the individuals who, at the beginning of such period, constituted the members of the Board, no longer constitute the members of the Board at the end of such period.

6. **Business Expenses**: The Executive shall be entitled to receive reimbursement for all reasonable business expenses incurred by him in connection with his duties under this Agreement. The Company understands that the Executive will maintain his primary residence elsewhere and any reasonable related travel fees incurred on behalf of Executive for business purposes, relating but not limited to corporate housing, business class hotel accommodations, business class airfare, and car rental will be reimbursed.

7. Confidential Information:

(a) The Executive recognizes, acknowledges and agrees that he has had and will continue to have access to secret and confidential information regarding the Company, its subsidiaries and their respective businesses ("Confidential Information"), including but not limited to, its products, methods, formulas, software code, patents, sources of supply, customer dealings, data, know-how, trade secrets and business plans, provided such information is not in or does not hereafter become part of the public domain, or become known to others through no fault of the Executive. The Executive acknowledges that such information is of great value to the Company, is the sole property of the Company, and has been and will be acquired by his in confidence. In consideration of the obligations undertaken by the Company herein, the Executive will not, at any time, during or after his employment hereunder, reveal, divulge or make known to any person, any information acquired by the Executive during the course of his/her employment, which is treated as confidential by the Company, and not otherwise in the public domain. The provisions of this Section 7 shall survive the termination of the Executive's employment hereunder for a period of one (1) year.

(b) The Executive affirms that he does not possess and will not rely upon the protected trade secrets or confidential or proprietary information of any prior employer(s) in providing services to the Company or its subsidiaries.

(c) In the event that the Executive's employment with the Company terminates for any reason, the Executive shall deliver forthwith to the Company any and all originals and copies, including those in electronic or digital formats, of Confidential Information; provided, however, Executive shall be entitled to retain (i) papers and other materials of a personal nature, including, but not limited to, photographs, correspondence, personal diaries, calendars and rolodexes, personal files and phone books, (ii) information showing his compensation or relating to reimbursement of expenses, (iii) information that he reasonably believes may be needed for tax purposes, and (iv) copies of plans, programs and. agreements relating to his employment, or termination thereof, with the Company.

8. **Non-Competition and Non-Solicitation**:

(a) The Executive agrees and acknowledges that the Confidential Information that the Executive has already received and will receive is valuable to the Company and the Company and that its protection and maintenance constitutes a legitimate business interest of the Company and the Company, to be protected by the non-competition restrictions set forth herein. The Executive agrees and acknowledges that the non-competition restrictions set forth herein are reasonable and necessary and do not impose undue hardship or burdens on the Executive. The Executive also acknowledges that the Company's and its subsidiaries' businesses are conducted worldwide, and that the territory and scope of prohibited competition, and time duration set forth in the non-competition restrictions set forth below are reasonable and necessary to maintain the value of the Confidential Information, and to protect the goodwill and other legitimate business interests of the Company, its subsidiaries, affiliates and/or its clients or customers. The provisions of this Section 8 shall survive the termination of the Executive's employment hereunder for the time periods specified below.

(b) The Executive hereby agrees and covenants that during the Term and the period thereafter provided below, he shall not without the prior written consent of the Company, directly or indirectly, in any capacity whatsoever, including, without limitation, as an employee, employer, consultant, principal, partner, shareholder, officer, director or any other individual or representative capacity (other than (A) as a holder of less than five (5%) percent of the outstanding securities of a company whose shares are traded on any national securities exchange or (B) as a limited partner or passive minority interest holder in a venture capital fund, private equity fund or similar investment entity which holds or may hold an equity or debt position in portfolio companies that are competitive with the Company; provided, however, that the Executive shall be precluded from serving as an operating partner, general partner, manager or governing board designee with respect to such portfolio companies):

(i) engage, own, manage, operate, control, be employed by, consult for, participate in, or be connected in any manner with the ownership, management, operation or control of any business in competition with the Business of the Company, as defined in the next sentence. For purposes hereof, the term "Business" shall mean the sales and service of satellite voice and data equipment, and satellite-enabled voice, data, tracking and IoT connectivity services;

(ii) recruit, solicit or hire, or attempt to recruit, solicit or hire, any employee, or independent contractor of the Company to leave the employment (or independent contractor relationship) thereof, whether or not any such employee or independent contractor is party to anemployment agreement, for the purpose of competing with the Business of the Company;

(iii) attempt in any manner to solicit or accept from any customer of the Company, with whom Executive had significant contact during Executive's employment by the Company (whether under this Agreement or otherwise), business of the kind or competitive with the Business done by the Company with such customer or to persuade or attempt to persuade any such customer to cease to do business or to reduce the amount of business which such customer has customarily done or might do with the Company, or if any such customer elects to move its business to a person other than the Company, provide any services of the kind or competitive with the Business of the Company for such customer, or have any ·discussions regarding any such service with such customer, on behalf of such other person for the purpose of competing with the Business of the Company; or

(iv) interfere with any relationship, contractual or otherwise, between the Company and any other party, including, without limitation, any supplier, distributor, co-venturer or joint venturer of the Company, for the purpose of soliciting such other party to discontinue or reduce its business with the Company for the purpose of competing with the Business of the Company.

With respect to the activities described in subparagraphs (i), (ii), (iii) and (iv) above, the restrictions of this Section 8 shall continue during the Term hereof and, upon termination of the Executive's employment pursuant to Section 5 for a period of one (1) year thereafter.

9. **Indemnification**:

(a) Indemnification of Executive. To the fullest extent permitted by the Nevada Revised Statutes, the Company shall indemnify, hold harmless and advance expenses to the Executive, and shall reimburse the Executive for, any loss, liability, claim, damage, expense (including, but not limited to, costs of investigation and defense and reasonable attorneys' fees) arising from or in connection with the Executive's performance of his duties of employment under this Agreement. Such indemnification shall exclude, however, those claims for which it is proven that: (i) the Executive's actions or failure to act constituted a breach of his or his fiduciary duties as a director or officer, and (ii) the breach of those duties involved intentional misconduct, fraud or a knowing violation of law (each such claim an "Excluded Claim").

(b) Defense of Claims. In the event that any action, suit or proceeding is brought against the Executive with respect to which the Company may have liability under this Section 9, the Company shall have the right, at its cost and expense, to defend such action, suit or proceeding in the name and on behalf of the Executive; provided, however, that the Executive shall have the right to retain his or his own counsel, with fees and expenses paid by the Company, if representation of the Executive by counsel retained by the Company would be inappropriate because of actual or potential differing interests between the Company and the Executive. In connection with any action, suit or proceeding subject to this Section 9, the Company and the Executive agree to render to each other such assistance as may reasonably be required in order to ensure proper and adequate defense of such action, suit or proceeding. The Company shall not, without the prior written consent of the Executive, settle or compromise any action, suit or proceeding if such settlement or compromise does not include an irrevocable and unconditional release of the Executive for any liability arising out of such action, suit or proceeding.

10. **Miscellaneous**.

(a) The Executive acknowledges that the services to be rendered by his under the provisions of this Agreement are of a special, unique and extraordinary character and that it would be difficult or impossible to replace such services. Accordingly, the Executive agrees that any breach or threatened breach by him of Sections 7 or 8 of this Agreement shall entitle the Company, in addition to all other legal remedies available to it, to apply to any court of competent jurisdiction to seek to enjoin such breach or threatened breach. The parties understand and intend that each restriction agreed to by the Executive hereinabove shall be construed as separable and divisible from every other restriction, that the unenforceability of any restriction shall not limit the enforceability, in whole or in part, of any other restriction, and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant. In the event that any restriction in this Agreement is more restrictive than permitted by law in the jurisdiction in which the Company seeks enforcement thereof, such restriction shall be limited to the extent permitted by law. The remedy of injunctive relief herein set forth shall be in addition to, and not in lieu of, any other rights or remedies that the Company may have at law or in equity.

(b) Neither the Executive nor the Company may assign or delegate any of their rights or duties under this Agreement without the express written consent of the other; provided, however that the Company shall have the right to delegate its obligation of payment of all sums due to the Executive hereunder, provided that such delegation shall not relieve the Company of any of its obligations hereunder and the Company shall have the right to assign this Agreement in the event of the consummation of a Change in Control transaction (provided that Executive does not exercise his termination rights with respect thereto), provided that the Company requires any successor entity or person to expressly assume, be bound by, and agree to perform the Company's obligations under this Agreement and provides Executive with an instrument executed by any such successor entity or person confirming the foregoing.

(c) This Agreement constitutes and embodies the full and complete understanding and agreement of the parties with respect to the Executive's employment by the Company (it being understood that any equity incentive arrangements shall be governed by the terms of the documents for such equity incentive arrangements, provided that in the event of a conflict between this Agreement and the terms of the documents for such equity incentive arrangements, this Agreement will control and govern)supersedes all prior understandings and agreements, whether oral or written, between the Executive and the Company with respect thereto, and shall not be amended, modified or changed except by an instrument in writing executed by the Party to be charged. The invalidity or partial invalidity of one or more provisions of this Agreement shall not invalidate any other provision of this Agreement. No waiver by any Party of any provision or condition to be performed hereunder shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time, unless the instrument of waiver expressly provides otherwise.

(d) This Agreement shall inure to the benefit of, be binding upon and enforceable against, the Parties hereto and their respective successors, heirs, beneficiaries, personal representatives, and permitted assigns.

(e) The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(f) All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered, receipt acknowledged, sent by registered or certified mail, return receipt requested, postage prepaid, or by private overnight mail service (e.g., Federal Express), receipt acknowledged, to the Party at the addresses set forth below or to such other address as any Party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the sooner of the date actually received or the third business day after sending.

(g) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada without reference to principles of conflicts of laws and each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and state courts located in the State of Nevada. The parties hereto shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations amongst themselves. If the parties hereto are unable to resolve the matter following good faith negotiations, the matter shall thereafter be resolved by binding arbitration and each Party hereto hereby waives any right it may otherwise have to the resolution of such matter by any means other than binding arbitration pursuant to this Agreement. Whenever a Party shall decide to institute arbitration proceedings, it shall provide written notice to that effect to the other parties hereto. The Party giving such notice shall, however, refrain from instituting the arbitration proceedings for a period of sixty (60) days following such notice. During this period, the parties shall make good faith efforts to amicably resolve the claim, dispute or controversy without arbitration. Any arbitration hereunder shall be conducted in the English language under the commercial arbitration rules of the American Arbitration Association. Any such arbitration shall be conducted in Miami, Florida by a panel of three arbitrators: one arbitrator shall be appointed by each of the Executive and the Company; and the third shall be appointed by the American Arbitration Association. The panel of arbitrators shall have the authority to grant specific performance. Judgment upon the award so rendered may be entered in any court having jurisdiction in the State of Nevada or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. In no event shall a demand for arbitration be made after the date when institution of a legal or equitable proceeding based on the claim, dispute or controversy in question would be barred under this Agreement or by the applicable statute of limitations. The prevailing Party in any arbitration in accordance with this Agreement shall be entitled to recover from the other Party, in addition to any other remedies specified in the award, all reasonable costs, attorneys' fees and other expenses incurred by such prevailing Party to arbitrate the claim, dispute or controversy.

(h) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument. The parties hereto have executed this Agreement as of the date set forth above.

(i) The Company shall maintain during the Term, Directors' and Officers' Professional Liability Insurance providing coverage to the Executive in amounts customary for public companies of the same size and scope of operations as the Company.

(j) The Executive and the Company acknowledge that each of the payments and benefits promised to Executive under this Agreement must either comply with the requirements of Section 409A of the Code ("Section 409A"), and the regulations thereunder or qualify for an exception from compliance. To that end, the Executive and the Company agree that the severance payments described herein are intended to be excepted from compliance with Section 409A as a short-term deferral pursuant to Treasury Regulation Section 1.409A-1(b)(4). In the case of a payment that is not excepted from compliance with Section 409A, and that is not otherwise designated to be paid immediately upon a permissible payment event within the meaning of Treasury Regulation Section 1.409A-3(a), the payment shall not be made prior to, and shall, if necessary, be deferred to and paid on the later of the date sixty (60) days after the Executive's earliest separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)) and, if the Executive is a specified employee (within the meaning of Treasury Regulation Section 1.409A-1(i)) of the Company on the date of his separation from service, the first day of the seventh month following the Executive's separation from service. Furthermore, this Agreement shall be construed and administered in such manner as shall be necessary to effect compliance with Section 409A.

Notices:

If to the Company:

Orbsat Corp.
18851 NE 29th Avenue, Suite 700
Aventura, FL 33180
Attention: Board of Directors

If to the Executive:

Thomas Seifert
22384 Quail Run Drive ORU
Parker, Colorado 80138

[*Signature Page* Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

Acknowledged and accepted:

COMPANY:

ORBSAT CORP. Date: _____

By: _____
Name:
Title:

EXECUTIVE:

THOMAS SEIFERT

_____
Thomas Seifert Date: _____