As filed with the U.S. Securities and Exchange Commission on September 13, 2021

Registration No. 333-259105

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

Amendment No. 1 to
FORM S-1

REGISTRATION STATEMENT
UNDER THE
SECURITIES ACT OF 1933

Nxt-ID, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**7381**	**46-0678374**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

Nxt-ID, Inc.
288 Christian Street
Hangar C 2nd Floor
Oxford, CT 06478
(203) 266-2103
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Chia-Lin Simmons
Nxt-ID, Inc.
288 Christian Street
Hangar C 2nd Floor
Oxford, CT 06478
(203) 266-2103
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

David E. Danovitch, Esq. **Scott M. Miller, Esq.** **Michael DeDonato, Esq.** **Sullivan & Worcester LLP** **1633 Broadway** **New York, NY 10019** **(212) 660-3060**	**Chia-Lin Simmons** **Nxt-ID, Inc.** **288 Christian Street** **Hangar C 2nd Floor** **Oxford, CT 06478** **(203) 266-2103**	**Leslie Marlow, Esq.** **Hank Gracin, Esq.** **Patrick J. Egan, Esq.** **Gracin & Marlow, LLP** **The Chrysler Building** **405 Lexington Avenue, 26th Floor** **New York, NY 10174** **(212) 907-6457**

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box: ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	þ	Smaller reporting company	þ
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Securities Being Registered	Proposed Maximum Aggregate Offering Price[1][2]	Amount of Registration Fee
Common stock, par value $0.0001 per share[3]	$ 15,525,000	$ 1,693.78
Common stock purchase warrants to purchase shares of common stock, par value $0.0001 per share[4][5]	—	—
Shares of common stock, par value $0.0001 per share, issuable upon exercise of common stock purchase warrants[3]	$ 17,077,500	$ 1,863.16
Total	$ 32,602,500	$ 3,556.93[6]

(1) Includes additional shares of the registrant's common stock, par value $0.0001 per share ("Common Stock"), and warrants that the underwriters have the option to purchase solely to cover over-allotments, if any. In accordance with Rule 457(o) under the Securities Act of 1933, as amended (the "Securities Act"), the number of securities being registered and the proposed maximum offering price per share and per warrant are not included in this table.

(2) Estimated solely for purposes of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act.

(3) Pursuant to Rule 416 under the Securities Act, the shares of Common Stock registered hereby also include an indeterminate number of additional shares of Common Stock as may from time to time become issuable by reason of stock splits, distributions, recapitalizations or other similar transactions.

(4) No registration fee is required pursuant to Rule 457(g) under the Securities Act.

(5) Such warrants to purchase shares of Common Stock are exercisable at a per share exercise price equal to 110% of the combined public offering price of one share of Common Stock and accompanying warrant. The proposed maximum aggregate public offering price of the shares of Common Stock issuable upon exercise of such warrants is $17,077,500, which is equal to 110% of $15,525,000, as each share of Common Stock will receive a common stock purchase warrant to purchase one share of Common Stock.

(6) A filing fee of $3,952.15 was previously paid.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment that specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until this registration statement shall become effective on such date as the Commission acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS **SUBJECT TO COMPLETION** **DATED SEPTEMBER 13, 2021**

22,462,562 Shares of Common Stock
Warrants to Purchase up to 22,462,562 Shares of Common Stock
Up to 22,462,562 Shares of Common Stock underlying Warrants

Nxt-ID, Inc.

Nxt-ID, Inc. (the "Company", "Nxt-ID", "we", "us" or "our") is offering, pursuant to this prospectus and on a firm commitment basis, (i) an aggregate of 22,462,562 shares of our common stock, par value $0.0001 per share (the "Common Stock"), and (ii) common stock purchase warrants to purchase up to an aggregate of 22,462,562 shares of Common Stock (the "Warrants"), based on an assumed combined public offering price per share and accompanying Warrant of $0.601 (which is based on the closing price of our Common Stock of $0.601 per share on September 8, 2021. Each Warrant, upon exercise at a price of $0.6611 per share (110% of the combined public offering price of the Common Stock and accompanying Warrant), will result in the issuance of one share of Common Stock to the holder of such Warrant. This prospectus also relates to the shares of Common Stock that are issuable from time to time upon exercise of the Warrants (the "Warrant Shares").

The Warrants will be exercisable commencing on the effective date of a reverse stock split of our shares of Common Stock or an increase in the number of authorized shares of our Common Stock, so that we have a sufficient number of shares of Common Stock reserved for issuance upon exercise of the Warrants, and will expire five (5) years after the initial exercise date. The shares of Common Stock can be purchased only with the accompanying Warrants (except with respect to any securities issued in connection with the underwriter's over-allotment option, if any), but will be issued separately, and will be immediately separable upon issuance.

As of September 10, 2021, we had 59,256,907 shares of Common Stock outstanding, outstanding warrants exercisable for up to 16,044,798 shares of Common Stock, shares of our Series F Convertible Preferred Stock, par value $0.0001 per share (the "Series F Preferred Stock"), convertible into an aggregate of 1,863,728 shares of Common Stock (assuming the conversion of such shares of Series F Preferred Stock at $0.54729 per share) and options granted to members of our board of directors ("Board") exercisable for up to 408,584 shares of Common Stock. Included in such 59,256,907 shares of Common Stock outstanding are 5,445,009 shares of Common Stock that were issued upon conversion of 993,333 shares of Series F Preferred Stock at the assumed Reset Conversion Price (as defined herein) and included in the 16,044,798 shares of Common Stock underlying outstanding warrants are 6,666,665 shares of Common Stock reserved for issuance upon exercise of the warrants issued in our August 2021 private placement in accordance with the terms of the agreements entered into in connection with such private placement. Our certificate of incorporation, as amended ("Certificate of Incorporation"), authorizes the issuance of 100,000,000 shares of Common Stock. As a result, after giving effect to the foregoing mentioned outstanding shares of Common Stock and shares reserved for issuance pursuant to warrants, shares of Series F Preferred Stock and options held by our directors, we only have 22,425,983 shares of Common Stock available for issuance in this offering. Our issuance of 22,462,562 shares of Common Stock in this offering (and up to an additional 3,369,384 shares of Common Stock in the event of the full exercise of the underwriter's over-allotment option described below, if such over-allotment option is exercised fully in shares of Common Stock), would exceed the number of authorized shares of Common Stock we have available for issuance by 3,405,963 shares of Common Stock. Therefore, in order for us to consummate this offering, we will need to receive approval of holders of certain warrants to release at least 3,405,963 shares of Common Stock from shares of Common Stock reserved for issuance pursuant to outstanding warrants prior to the closing of this offering. In addition, pursuant to the terms of the Certificate of Designation of Preferences, Rights and Limitations of the Series F Preferred Stock (the "Series F Certificate of Designation"), the shares of Series F Preferred Stock are subject to reset provisions in the Series F Certificate of Designation that could result in us being required to issue additional shares of Common Stock to the holders of Series F Preferred Stock. For purposes of determining the number of shares of Common Stock that will no longer be subject to reservation and the number of shares issuable upon the 993,333 shares of Series F Preferred Stock that have been converted as of September 10, 2021 and the number of shares of Common Stock issuable upon conversion of the remaining 340,000 shares of Series F Preferred Stock outstanding, the Reset Conversion Price of $0.54729 per share has been assumed for the Conversion Price Reset Calculation Period (as defined herein), as only the average VWAPs (as defined in the Series F Certificate of Designation) for the four consecutive trading days after the effective date of the Resale Registration Statement (as defined herein) has been calculated as of the date of this prospectus. The actual Reset Conversion Price for all five trading days for the Conversion Price Reset Calculation Period (which is subject to further adjustment pursuant to the Series F Certificate of Designation upon the closing of this offering if the public offering price of the shares of Common Stock is lower than the actual Reset Conversion Price on the date of such closing) has not been included in this prospectus and the assumed Reset Conversion Price is based on the assumption that the fifth day's VWAP is consistent with the VWAPs of the four previous trading days.

Our Common Stock is listed on The Nasdaq Capital Market ("Nasdaq") under the symbol "NXTD". Due to recent volatility in the stock market in general, the market price of our Common Stock has been and may likely be volatile in the future. The last reported closing price for our Common Stock on Nasdaq on September 8, 2021, was $0.601 per share. Such volatility and share price fluctuations are often unrelated to the Company's operating performance and may adversely affect the market price of the shares of Common Stock. As a result, you may be unable to sell any shares of Common Stock that you acquire in this offering at your desired price.

The actual combined public offering price per share of Common Stock will be determined between us and the underwriter at the time of pricing, in consideration of our historical performance and capital structure, prevailing market conditions, and overall assessment of our business, and may be at a discount to the current market price. Therefore, the assumed combined public offering price used throughout this prospectus may not be indicative of the final combined public offering price. There is no established trading market for the Warrants, and we do not expect a market to develop. In addition, we do not intend to apply for the listing of the Warrants on any national securities exchange or other trading market. Without an active trading market, the liquidity of the Warrants will be limited.

	Per Share and Accompanying Warrant[1]	Total[2]
Combined public offering price	$	$
Underwriting discounts and commissions [3]	$	$
Proceeds, before expenses, to us	$	$

(1) The public offering price is $ per share and $ per accompanying warrant.
(2) The amount of offering proceeds to us presented in this table does not give effect to any exercise of the over-allotment option that we have granted to the underwriter as described below.
(3) The underwriter will receive an underwriting discount equal to 7.0% of the gross proceeds in this offering (or 3.5% of the gross proceeds in the case of certain identified investors). In addition, we have agreed to pay up to a maximum of $75,000 of the fees and expenses of the underwriter in connection with this offering, which includes the fees and expenses of underwriter's counsel. See "Underwriting" on page 48 of this prospectus for more information.

We have granted the underwriters a 45-day option from the date of this prospectus to purchase up to 3,369,384 additional shares of our Common Stock based on an assumed public offering price of $0.591 attributed to the Common Stock and/or additional Warrants to purchase up to 3,369,384 shares of Common Stock, based on an assumed public offering price of $0.01 attributed to the Warrants (such additional shares of Common Stock and/or Warrants not to exceed, in the aggregate, 15% of the shares of Common Stock offered hereby), at the assumed combined public offering price, without taking into account underwriting discounts and expenses, from us solely to cover over-allotments, if any. If such over-allotment option is fully exercised for all shares of Common Stock, the Company will receive an additional approximate $1,991,305, without taking into account the 7.0% fee to the underwriter or expenses. If such over-allotment option is fully exercised for all Warrants, the Company will receive an additional approximate $33,693, without taking into account the 7.0% fee to the underwriter or expenses. The underwriter is not required to take or pay for such shares of Common Stock and/or Warrants covered by such over-allotment option.

Investing in our securities involves a high degree of risk. See "Risk Factors" beginning on page 14 of this prospectus and in the documents which are incorporated by reference herein to read about factors you should consider before investing in our securities.

We will deliver the shares of Common Stock being issued to the purchasers electronically and will e-mail such investors electronic warrant certificates for the Warrants sold in this offering, upon closing and receipt of investor funds for the purchase of the securities offered pursuant to this prospectus. We anticipate that delivery of the shares of Common Stock and Warrants against payment therefor will be made on or before , 2021.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Sole Book-Running Manager

A.G.P.

The date of this prospectus is , 2021

TABLE OF CONTENTS

ABOUT THIS PROSPECTUS

The registration statement on Form S-1 of which this prospectus forms a part and that we have filed with the U.S. Securities and Exchange Commission ("SEC"), includes exhibits that provide more detail of the matters discussed in this prospectus. You should read this prospectus and the related exhibits filed with the SEC, together with the additional information described under the heading "Where You Can Find More Information."

You should rely only on the information contained in this prospectus and the related exhibits, any prospectus supplement or amendment thereto and the documents incorporated by reference, or to which we have referred you, before making your investment decision. Neither we, nor any underwriter or financial advisor engaged by us in connection with this offering, have authorized anyone to provide you with additional information or information different from that contained in this prospectus. Neither the delivery of this prospectus nor the sale of our securities means that the information contained in this prospectus is correct after the date of this prospectus.

You should not assume that the information contained in this prospectus, any prospectus supplement or amendments thereto, as well as information we have previously filed with the SEC, is accurate as of any date other than the date on the front cover of the applicable document. Our business, financial condition, results of operations and prospects may have changed since those dates. This prospectus, any prospectus supplement or amendments thereto do not constitute an offer to sell, or a solicitation of an offer to purchase, the securities offered by this prospectus, any prospectus supplement or amendments thereto in any jurisdiction to or from any person to whom or from whom it is unlawful to make such offer or solicitation of an offer in such jurisdiction.

For investors outside the United States: Neither we, nor any underwriter or financial advisor engaged by us in connection with this offering, have taken any action that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the securities covered hereby and the distribution of this prospectus outside of the United States.

No person is authorized in connection with this prospectus to give any information or to make any representations about us, the securities offered hereby or any matter discussed in this prospectus, other than the information and representations contained in this prospectus. If any other information or representation is given or made, such information or representation may not be relied upon as having been authorized by us. To the extent there is a conflict between the information contained in this prospectus and any prospectus supplement, you should rely on the information in such prospectus supplement, provided that if any statement in one of these documents is inconsistent with a statement in another document having a later date — for example, a document incorporated by reference in this prospectus or any prospectus supplement — the statement in the document having the later date modifies or supersedes the earlier statement.

Neither we nor the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than the United States. You are required to inform yourself about, and to observe any restrictions relating to, this offering and the distribution of this prospectus.

When used herein, unless the context requires otherwise, references to the "Nxt-ID," "Company," "we," "our" and "us" refer to Nxt-ID, Inc., a Delaware corporation.

PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere in this prospectus. This summary does not contain all of the information that you should consider before investing in our securities. You should carefully read this entire prospectus, and our other filings with the SEC, including the following sections, which are either included herein and/or incorporated by reference herein, "Risk Factors," "Special Note Regarding Forward-Looking Statements," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements incorporated by reference herein, before making a decision about whether to invest in our securities. All references to "we," "us," "our," and the "Company" refer to Nxt-ID, Inc., unless we specifically state otherwise or the context indicates otherwise.

Company Overview

Nxt-ID provides technology products and services for healthcare applications. We have extensive experience in access control, biometric and behavior-metric identity verification, security and privacy, encryption and data protection, payments, miniaturization, sensor technologies and healthcare applications.

Our wholly-owned subsidiary, LogicMark, LLC ("LogicMark"), manufactures and distributes non-monitored and monitored personal emergency response systems ("PERS") sold through the United States Department of Veterans Affairs (the "VA"), healthcare durable medical equipment dealers and distributors and monitored security dealers and distributors.

COVID-19 Pandemic

On March 11, 2020, the World Health Organization designated the novel coronavirus disease 2019 ("COVID-19") as a global pandemic. Sales volumes and the related revenues for most of our products and services were significantly impacted during the latter portion of the second quarter and throughout the balance of 2020 as a result of the healthcare industry's focus on COVID-19 prevention and treatment, which impacted the markets we serve, in particular the VA hospital and clinics. Sales of our products and services have continued to be impacted as various policies were implemented by federal, state and local governments in response to the COVID-19 pandemic, the public remains wary of real or perceived opportunities for exposure to the virus. We believe the extent of the COVID-19 pandemic's impact on our operating results and financial condition has been and will continue to be driven by many factors, most of which are beyond our control and ability to forecast. Although we have experienced some positive trends during the first six months of 2021, because of these uncertainties, we cannot estimate how long or to what extent the pandemic will impact our operations. As a result of prolonged effects of the COVID-19 pandemic, we may be forced to write-down or write-off assets, restructure our operations, or incur impairment or other charges that could result in losses. Even though these charges may be non-cash items and may not have an immediate impact on our liquidity, the fact that we report charges of this nature could contribute to negative market perceptions about us or our securities. Accordingly, our securityholders could suffer a reduction in the value of our securities that they hold if the trading price of our Common Stock is adversely impacted due to such market perceptions.

In light of broader macro-economic risks and already known impacts on certain industries that use our products and services, during 2020 we took targeted steps to lower our operating expenses because of the COVID-19 pandemic. We continue to monitor the impacts of COVID-19 on our operations closely and this situation could change based on a significant number of factors that are not entirely within our control and are discussed in this and other sections of this prospectus and the information incorporated by reference to the registration statement of which this prospectus forms a part. We do not expect there to be material changes to our assets on our balance sheet or our ability to timely account for those assets.

To date, travel restrictions and border closures have not materially impacted our ability to obtain inventory or manufacture or deliver products or services to customers; however, they have impacted our ability to develop new markets and visit certain facilities, particularly VA hospitals. We have taken steps to restrain and monitor our operating expenses and continue to monitor the trends in our business and broader economy to ensure that we properly track any material changes to the relationship between costs and revenues.

Healthcare

Overview

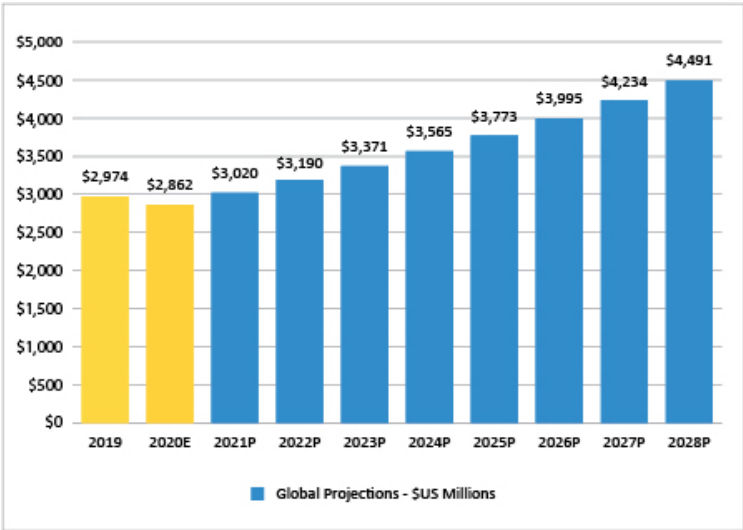
With respect to the healthcare market, our business initiatives are driven by LogicMark, which serves a market that enables two-way communication, medical device connectivity and patient data tracking of key vitals through sensors, biometrics, and security to make home health care a reality. There are four (4) major trends driving this market: (1) an increased desire for connectivity; specifically, a greater desire for connected devices by people over 60 years of age who now represent the fastest growing demographic for social media; (2) the growth of "TeleHealth", which is the means by which telecommunications technologies are meeting the increased need for health systems to better distribute doctor care across a wider range of health facilities, making it easier to treat and diagnose patients; (3) rising healthcare costs – as healthcare spending continues to outpace the economy, the need to reduce hospital readmissions, increase staffing efficiency and improve patient engagement remain the highest priorities; and (4) the critical shortage of labor in the home healthcare industry, creating an increased need for technology to improve communication to home healthcare agencies by their clients. Together, these trends have produced a large and growing market for us to serve. LogicMark has built a successful business on emergency communications in healthcare. We have a strong business relationship with the VA today, serving veterans who suffer from chronic conditions that often require emergency assistance. Our strategic plan calls for expanding LogicMark's business into other healthcare verticals as well as retail and enterprise channels in order to better serve the expanding demand for connected and remote healthcare solutions.

Home healthcare is an emerging area for LogicMark. The long-term trend toward more home-based healthcare is a massive shift that is being driven by demographics (an aging population) and basic economics. People also value autonomy and privacy which are important factors in determining which solutions will suit the market. Consumers are beginning to enjoy the benefits of smart home technologies and online digital assistants.

Our Healthcare Monitoring Market Opportunity

PERS devices are used to call for help and medical care during an emergency. These devices are also used by a wide patient pool, as well as the general population, to ensure safety and security when living or traveling alone. The global medical alert systems market caters to different end-users across the healthcare industry, including individual users, hospitals and clinics, assisted living facilities and senior living facilities. The growing demand for home healthcare devices is mainly driven by an aging population, rising healthcare costs and a severe shortage of workers in the home healthcare market worldwide. It is very beneficial for seniors who have a history of falling or have been identified as having a high fall risk, older individuals who live alone and people who have mobility issues. We believe that the aging population will spur the usage of medical alert systems across the globe, as they offer safety and medical security while being affordable and accessible.

Global PERS Market Growth



Source: Kenneth Research 2020

The PERS market is divided into three (3) device segments: landline-based PERS, mobile PERS, and standalone devices. The global PERS market is projected to grow at a compound annual growth rate ("CAGR") of 5.8% to $4.5 billion in 2028, benefiting from strong demographic tailwinds. As landline usage continues to decrease, other technologies such as cellular and WiFi will be used for in-home systems. According to Kenneth Research, North America, Asia and Europe are the largest markets for PERS, accounting for approximately 37%, 31% and 24% of total sales, respectively, in 2028. According to Kenneth Research, improvements in healthcare infrastructure and emerging economies will fuel growth and significantly improve the relative market share of the rest of world regions.

Our Health Care Products

LogicMark produces a range of products within the PERS market and has differentiated itself by offering "no monthly fee" products, which only require a one-time purchase fee, instead of a recurring monthly contract. The "no monthly fee" products contact family, friends or 911 directly, eliminating the monthly fee from a monitoring center. As a result, we believe LogicMark's products are typically the most cost-effective PERS option. LogicMark's non-monitored solution offers a significant value proposition over monitored solutions.

The cost of ownership of a monitored solution, which includes a monthly service fee, can be as much as $1,500 to $3,000 over a five-year period. This compares to a one-time purchase of a LogicMark no monthly fee device, which provides a similar level of security for a purchase price as low as one tenth of that amount.

LogicMark offers both traditional (*i.e.*, landline) and mPERS (*i.e.*, cell-based) options. Our no monthly fee products are sold primarily through the VA and healthcare distributors.

	Product Information	Products	Channel
GuardianAlert	❑ Provides two-way voice communication to 911 via a cordless pendant ❑ Compatible with any standard landline and most VoIP ❑ 600 ft. Pendant Range ❑ Rechargeable Pendant Battery ❑ Package contents include: Pendant, base station, pendant batteries, power adapter, belt clip, lanyard, phone cord splitter, and screwdriver ❑ Additional accessories include: Battery back-up unit and lock box ❑ No monthly fees or service agreements		VA Distribution/Dealers Direct to Consumer
Guardian Alert 911 Plus	❑ Mobile PERS (mPers) device ❑ Two-way Voice through the pendant ❑ Calls 911 directly ❑ Supervised rechargeable battery (6-9 month standby time) ❑ No monthly fees or service agreements		VA Distribution/Dealers Direct to Consumer
FreedomAlert	❑ Provides two-way voice communication up to 4 pre-programmed contacts ❑ System allows for 3 modes: call up to 4 contacts; call up to 4 contacts then call 911; and call 911 directly ❑ Compatible with any standard landline and most VoIP ❑ 600 ft Pendant Range ❑ Package contents include: pendant, base station, pendant batteries, power adapter, belt clip, lanyard, phone cord splitter, phone cord, wrist/wheelchair strap. ❑ Additional accessories include: Emergency Wall Communicator and lockbox ❑ No monthly fees or service agreements		VA Distribution/Dealers Direct to Consumer
Notifi 911+	❑ Cellular system utilizing AT&T network ❑ Two-way voice ❑ Calls 911 directly ❑ Supervised rechargeable battery (3-6 month standby time) ❑ No monthly fees or service agreements		Retail Direct to Consumer

LogicMark offers monitored products that are primarily sold by dealers and distributors for the monitored product channel. LogicMark sells its devices to the dealers and distributors, who in turn offer the devices to consumers as part of their product/service offering. The service providers charge consumers a monthly monitoring fee for the associated monitoring service. These products are monitored by a third-party central station.

Our Health Care Competition

LogicMark offers a wide variety of products, enabling it to cater to users with different levels of health and safety needs. Compared to its competitors, we believe LogicMark's PERS products offer enhanced functionality at the best value due to the one-time purchase for non-monitored solutions.

The chart below summarizes LogicMark's product offering versus those of its competitors:

	Pendant Range	2-way Rechargeable Pendant	1-way Pendant	Rechargeable Pendant	# of Learned Pendants	Supervised Pendants	Requires Monitoring Contract	Cellular Solution	VoIP Compatible	Ability to call 911	# of People it can call	Optional wall Unit
Guardian Alert	600'	X		X	1	X	N		X	Y	911 only	
Freedom Alert	600'	X		X	4	X	N		X	Y	4 + 911	X
LifeSentry	600'	X		X	4	X	Y		X	N	Central Station	X
CareTaker Sentry	600'	X	X	X	9	X	Y		X	N	Central Station	X
Guardian Alert 911+	NA	X		X	1	NA	N	Y	NA	Y	911 only	
Notifi 911+	NA	X		X	1	NA	N	Y	NA	Y	911 only	
Belle by Freeus	NA	X		X	1	NA	Y	Y	NA	N	Central Station	
Classic Guardian	1300'		X		1	X	Y		X	N	Central Station	
Home Guardian	1300'		X		1	X	Y	Y		N	Central Station	
SkyAngel 911FD	NA	x		X	1	X	N	Y	NA	Y	911 only	
Great Call	NA	X		X	1	NA	Y	Y	NA	N	Central Station	

Our Health Care Business Strategy

We intend to expand LogicMark's product distribution by using larger distributors who can leverage the consumer value proposition of offering a one-time device purchase as opposed to a leased monthly solution. We also intend to apply our technology to the next generation of PERS devices that will have greater functionality, innovative design and clinical monitoring capability. We believe that there is further potential for expansion in the domestic and international retail and institutional/senior living markets, and we intend to take advantage of this through a new product offering, Notifi911+, which is a non-monitored device developed for direct-to-consumer sales through retail channels and direct marketing initiatives. We are also seeking to leverage our PERS experience to develop new offerings to serve the home healthcare and senior living markets with WiFi notification services.

Overall, our healthcare division, through LogicMark, is positioned to take advantage of favorable market dynamics, a stable revenue-producing customer base, a differentiated product line, a robust new product development pipeline and compelling growth opportunities.

Payments and Financial Technology

Overview

Between 2017 and 2019, we also conducted a payment credential management business through our former wholly-owned subsidiary, Fit-Pay, Inc. ("Fit Pay"). With the approval of our Board, and upon similar terms and conditions to those set forth in that loan agreement, we entered into a non-binding letter of intent for a potential sale of Fit Pay, excluding certain assets on August 6, 2019. In connection with the letter of intent, the purchaser advanced $500,000 of non-interest bearing working capital for Fit Pay. On September 9, 2019, we completed the sale of Fit Pay to Garmin International, Inc. for $3.32 million in cash. After the closing of the sale of our Fit Pay business, we terminated conducting any further business related to payment credential management.

Our Intellectual Property

Our ability to compete effectively depends to a significant extent on our ability to protect our proprietary information. We currently rely and will continue to rely primarily on patents and trade secret laws and confidentiality procedures to protect our intellectual property rights. We have filed the following patent applications, nineteen of which have been awarded to date:

THE UN-PASSWORD™: RISK AWARE END-TO-END MULTI-FACTOR AUTHENTICATION VIA DYNAMIC PAIRING
Filed March 17, 2014
Application Number 14/217,202
Patent Number 9,407,619

METHOD TO LOCALLY VALIDATE IDENTITY WITHOUT PUTTING PRIVACY AT RISK
Filed September 1, 2015
Application Number 14/842,252
Patent Number 10,282,535

METHOD TO LOCALLY VALIDATE IDENTITY WITHOUT PUTTING PRIVACY AT RISK
Filed May 6, 2019
Application Number 16/404,044

METHODS AND SYSTEMS RELATED TO MULTI-FACTOR, MULTIDIMENSIONAL, MATHEMATICAL, HIDDEN AND MOTION SECURITY PINS
Filed August 1, 2016
Application Number 15/224,998
Patent Number 10,565,569

COMPONENTS FOR ENHANCING OR AUGMENTING WEARABLE ACCESSORIES BY ADDING ELECTRONICS THERETO
Filed September 2, 2015
Application Number 14/843,930
Patent Number 10,395,240

COMPONENTS FOR ENHANCING OR AUGMENTING WEARABLE ACCESSORIES BY ADDING ELECTRONICS THERETO
Filed August 22, 2019
Application Number 16/550,698

THE UN-PASSWORD: RISK AWARE END-TO-END MULTI-FACTOR AUTHENTICATION VIA DYNAMIC PAIRING
Filed March 14, 2016
Application Number 15/068,834
Patent Number 10,015,154

THE UN-PASSWORD: RISK AWARE END-TO-END MULTI-FACTOR AUTHENTICATION VIA DYNAMIC PAIRING
Filed July 2, 2018
Application Number 16/025,992
Patent Number 10,609,014

SYSTEM AND METHOD TO AUTHENTICATE ELECTRONICS USING ELECTRONIC-METRICS
Filed July 5, 2016
Application No. 15/202,553
Patent Number 10,419,428

SYSTEM AND METHOD TO AUTHENTICATE ELECTRONICS USING ELECTRONIC-METRICS
Filed September 15, 2019
Application No. 16/571,171
Patent Number 10,841,301

PREFERENCE DRIVEN ADVERTISING SYSTEM AND METHOD
Filed July 15, 2016
Application Number 15/212161
Patent Number 10,643,245

PREFERENCE DRIVEN ADVERTISING SYSTEM AND METHOD
Filed May 4, 2020
Application Number 16/866,487

AN EVENT DETECTOR FOR ISSUING A NOTIFICATION RESPONSIVE TO OCCURRENCE OF AN EVENT
Filed July 27, 2018
Application Number 16/048,181

METHOD AND SYSTEM TO IMPROVE ACCURACY OF FALL DETECTION USING MULTI-SENSOR FUSION
Filed December 17, 2018
Application Number 16/222,359

METHOD AND SYSTEM TO REDUCE INFRASTRUCTURE COSTS WITH SIMPLIFIED INDOOR LOCATION AND RELIABLE COMMUNICATIONS
Filed November 11, 2019
Application Number 16/679,494

WIRELESS CENTRALIZED EMERGENCY SERVICES SYSTEM
Filed January 15, 2008
Application Number 12/007,740
Patent Number 8,275,346

VOICE-EXTENDING EMERGENCY RESPONSE SYSTEM
Filed September 5, 2008
Application Number 12/230,841
Patent Number 8,121,588

LIST-BASED EMERGENCY CALLING DEVICE
Filed March 11, 2009
Application Number 12/402,304
Patent Number 8,369,821

ALARM SIGNALING DEVICE AND ALARM SYSTEM
Filed February 2, 2005
Application Number 10/523,115
Patent Number 7,312,709

FALL DETECTION SYSTEM HAVING A FLOOR HEIGHT THRESHOLD AND A RESIDENT HEIGHT DETECTION DEVICE
Filed June 27, 2008
Application Number 12/216,053
Patent Number 7,893,844

APPARATUS AND METHOD FOR LOCATING AND UPDATING LOW-POWER WIRELESS COMMUNICATION DEVICES
Filed August 24, 2014
Application Number 14/467,268
Patent Number 9,472,088

APPARATUS AND METHOD FOR LOCATING AND UPDATING LOW-POWER WIRELESS COMMUNICATION DEVICES
Filed September 8, 2016
Application Number 15/259,247
Patent Number 9,900,737

ALARM SIGNALING DEVICE AND ALARM SYSTEM
Canadian patent
Filed August 1, 2003
Application Number 2,494,166
Patent Number 2,494,166

APPARATUS AND METHOD FOR LOCATING AND UPDATING LOW-POWER WIRELESS COMMUNICATION DEVICES
Canadian Patent
Filed August 11, 2015
Application Number 2,900,180

We enter into confidentiality agreements with our consultants and key employees, and maintain control over access to and distribution of our technology, software and other proprietary information. The steps that we have taken to protect our technology may be inadequate to prevent others from using what we regard as our technology to compete with us.

We do not generally conduct exhaustive patent searches to determine whether the technology used in our products infringes on the patents that are held by third parties. In addition, product development is inherently uncertain in a rapidly evolving technological environment in which there may be numerous patent applications pending, many of which are confidential when filed, with regard to similar technologies.

We may face claims by third parties that our products or technology infringe their patents or other intellectual property rights in the future. Any claim of infringement could cause us to incur substantial costs defending against the claim, even if the claim is invalid, and could distract the attention of our management. If any of our products are found to violate third-party proprietary rights, we may be required to pay substantial damages. In addition, we may be required to re-engineer our products or seek to obtain licenses from third parties to continue to offer our products. Any efforts to re-engineer our products or obtain licenses on commercially reasonable terms may not be successful, which would prevent us from selling our products, and in any case, could substantially increase our costs and have a material adverse effect on our business, financial condition and results of operations.

Corporate Information

History

We were incorporated in the State of Delaware on February 8, 2012. We are a security technology company and we currently operate our business in one segment – hardware and software security systems and applications. We are engaged in the development of proprietary products and solutions that serve multiple end markets, including the security, healthcare, financial technology and the Internet of Things (“IoT”) markets. We evaluate the performance of our business on, among other things, profit and loss from operations. With extensive experience in access control, biometric and behavior-metric identity verification, security and privacy, encryption and data protection, payments, miniaturization, and sensor technologies, we develop and market solutions for payment, IoT and healthcare applications.

Our wholly-owned subsidiary, LogicMark, manufactures and distributes non-monitored and monitored personal emergency response systems sold through the VA, healthcare durable medical equipment dealers and distributors and monitored security dealers and distributors.

Our principal executive offices are located at 288 Christian Street, Hangar C, 2nd Floor, Oxford, Connecticut 06478, and our telephone number is (203) 266-2103. Our website address is *www.nxt-id.com*. The information contained therein or connected thereto shall not be deemed to be incorporated into this prospectus. The information on our website is not part of this prospectus.

Recent Developments

Closing of August Offering and Designation of Series F Preferred Stock

As previously disclosed on the Company's Current Report on Form 8-K filed with the SEC on August 17, 2021 (the "August 17th Form 8-K"), we closed a private placement offering on August 16, 2021 (the "August Offering"), pursuant to which we issued to institutional accredited investors (the "August Investors"), in consideration for an aggregate investment of $4,000,000 and pursuant to a securities purchase agreement, dated as of August 13, 2021 (the "August Purchase Agreement"), (i) an aggregate of 1,333,333 shares of Series F Preferred Stock and (ii) the warrants (the "August Warrants"), which each have a term of five and a half (5.5) years and are exercisable on February 16, 2022 for an aggregate of up to 6,666,665 shares of Common Stock at an exercise price of $0.78 per share, subject to customary adjustments thereunder. The shares of Series F Preferred Stock are convertible, at the option of the holders, subject to beneficial ownership limitations, into such number of shares equal to the Stated Value (valued at $3.00 per share in the Certificate of Designation of Preferences, Rights and Limitations of the Series F Preferred Stock (the "Series F Certificate of Designation")) divided by the Conversion Price (initially valued at $0.60 per share in the Series F Certificate of Designation), which Conversion Price is subject adjustment as follows (such new Conversion Price, the "Reset Conversion Price"): (i) upon the SEC declaring the registration statement on Form S-3 to register for resale the shares of Common Stock issuable upon conversion or exercise, as applicable, of the shares of Series F Preferred Stock and the August Warrants (the "Resale Registration Statement"), the Conversion Price will equal 90% of the average VWAPs reported on Nasdaq for the five consecutive trading days after the effective date of the Resale Registration Statement (the "Conversion Price Reset Calculation Period") if 90% of the average VWAPs for such period is lower than the Conversion Price in effect at the time of the effective date of the Resale Registration Statement; and (ii) upon the closing of this offering of shares of Common Stock and Warrants, the Conversion Price will equal the combined public offering price of the shares of Common Stock and accompanying Warrants if such combined public offering price is lower than the Conversion Price in effect at the time of the closing this offering, all subject to a floor Conversion Price of $0.375 per share (the "Floor Price"). On September 3, 2021, the SEC declared the Resale Registration Statement effective. The maximum number of shares of Common Stock issuable upon conversion of the 1,333,333 shares of Series F Preferred Stock at the Floor Price is 10,666,664 shares of Common Stock. As of September 10, 2021, an aggregate of 993,333 shares of Series F Preferred Stock have been converted by their holders into 5,445,009 shares of Common Stock, using an assumed Reset Conversion Price of $0.54729 per share.

In connection with the August Offering, on August 16, 2021, the Company filed with the Secretary of State of the State of Delaware (i) the Series F Certificate of Designation establishing the rights, preferences, privileges, qualifications, restrictions, and limitations relating to the Series F Preferred Stock, and (ii) an Elimination of the Certificate of Designation of Preferences, Rights and Limitations of Series E Convertible Preferred Stock in order to eliminate and cancel all designations, rights, preferences and limitations of our shares of Series E Convertible Preferred Stock, par value $0.0001 per share, of the Company (the "Series E Preferred Stock"). For more information on the preferences, rights and limitations of the Series F Preferred Stock, see the Form of Series F Certificate of Designation, filed as an exhibit to the August 17th Form 8-K.

Settlement Agreement with GDMSAI

As previously disclosed on the Company's Current Report on Form 8-K filed with the SEC on August 13, 2021, the Company entered into a settlement agreement, effective August 11, 2021 (the "Settlement Agreement"), with Giesecke+Devrient Mobile Security America, Inc. ("GDMSAI") to settle an ongoing dispute between the parties (the "Dispute") with regard to the payment of dividends under the Company's Certificate of Designations, Preferences and Rights of Series C Non-Convertible Voting Preferred Stock (the "Series C Certificate of Designations"). Pursuant to the Settlement Agreement, the Company has agreed to compensate GDMSAI in cash in full satisfaction of the amounts that GDMSAI asserted it is owed for past dividend payments under the Series C Certificate of Designations, with such payment obligations to be guaranteed by LogicMark, subject to the senior obligations to the Company's senior lender, CrowdOut Capital LLC ("CrowdOut"). In addition, pursuant to the Settlement Agreement, each of the Company and GDMSAI have agreed to withdraw their respective filings with the Court of Chancery for the State of Delaware regarding the Dispute and have agreed that such payments to GDMSAI will be in full settlement and satisfaction of any obligations of the Company with respect to any litigation or proceedings relating to the Dispute.

Resignation of Vincent S. Miceli from the Board

As previously disclosed on the Company's Current Report on Form 8-K filed with the SEC on August 13, 2021, Vincent S. Miceli notified the Company on August 9, 2021 of his decision to resign from the Board and as Chairman of the Board, effective immediately. Mr. Miceli did not resign due to any disagreement between the Company and Mr. Miceli, or any matter related to the Company s operations, policies or practices.

Interim Chief Financial Officer and Consulting Agreement

As previously disclosed on the Company's Current Report on Form 8-K filed with the SEC on July 21, 2021, the Board formally appointed Mark Archer to the role of Interim Chief Financial Officer of the Company. In connection with such appointment, the Company entered into a consulting agreement, effective as of July 15, 2021, with FLG Partners, pursuant to which the Company has agreed to compensate FLG Partners for its engagement of Mr. Archer's services to the Company in such role.

Appointment of Chief Executive Officer

As previously disclosed on the Company's Current Report on Form 8-K filed with the SEC on June 17, 2021, Chia-Lin Simmons was appointed the roles of Chief Executive Officer of the Company and member of the Board, effective June 14, 2021. In connection therewith, the Company entered into an employment agreement with Ms. Simmons, dated as of June 8, 2021 and effective as of June 14, 2021 upon ratification of the Board (the "Simmons Employment Agreement"). Pursuant to the Simmons Employment Agreement, Ms. Simmons agreed to serve as our Chief Executive Officer in consideration for an annual cash salary, incentive bonuses as determined by the Board, a one-time sign-on bonus, and employee benefits, including health and disability insurance. Additionally, pursuant to the Simmons Employment Agreement and as a material inducement to Ms. Simmons' acceptance of employment with the Company, the Company offered Ms. Simmons shares of restricted stock of the Company, which was approved by the Board's compensation committee, and issued in accordance with Nasdaq Listing Rule 5635(c)(4) outside of the Company's 2017 Stock Incentive Plan and 2013 Long-Term Stock Incentive Plan. In connection with the Stock Award, the parties entered into a restricted stock award Agreement on June 14, 2021, which agreement contemplates that the restricted shares vest over a 48-month period commencing on June 14, 2021. One fourth of such shares will vest on June 14, 2022 and thereafter, 1/36 of such shares will vest on the first day of each subsequent month until all such shares have vested.

CrowdOut Waiver

As previously disclosed in the Company's Current Report on Form 8-K, filed with the SEC on May 9, 2019, the Company is a party to that certain Senior Secured Credit Agreement, dated May 3, 2019 (the "Credit Agreement") between the Company and CrowdOut. The Credit Agreement provides, among other things, that any money judgment involving (i) in any individual case an amount in excess of $100,000 or (ii) in the aggregate at any time an amount in excess of $250,000 entered or filed against the Company that remains undischarged, unvacated, unbonded or unstayed for a period of sixty (60) days will constitute an event of default. On May 25, 2021, CrowdOut agreed to waive Section 8.01(h) of the Credit Agreement for a period of 30-days, for a $5,000 monitoring fee, upon the Delaware Chancery Court entering a judgment in favor of GDMSAI against the Company in the amount of $540,000 plus interest. See also "Prospectus Summary – Recent Developments – Settlement Agreement with GDMSAI".

Senior Secured Debt Prepayment

On May 3, 2021, the Company made a prepayment to CrowdOut of approximately $3.0 million in principal of its senior secured debt. As a result of such prepayment, the Company reduced the outstanding principal amount to approximately $2.2 million. On July 1, 2021, the Company, made a $1,064,627 voluntary prepayment on such term loan. The Company did not incur a prepayment premium as it relates to such voluntary prepayment. After such prepayment, the Company's term loan balance was $0. As a result of such prepayment, as of the date of this prospectus, the Company has an outstanding exit fee of $1,072,500 due to CrowdOut in connection with such loan.

Regaining Compliance with Nasdaq Listing Requirements

On August 16, 2021, we received a letter from The Nasdaq Stock Market LLC, stating that The Nasdaq Stock Market LLC's Hearing's Panel (the "Panel") has determined to grant the Company's request to remain listed on Nasdaq (the "August Letter"), subject to the following conditions: (i) on or before August 19, 2021, the Company will have completed its planned private investment in public equity transaction, (ii) on or before August 26, 2021, the Company will have filed with the SEC a registration statement for the completion of a public offering, (iii) on or before September 15, 2021, the Company will have completed such public offering pursuant to such registration statement, (iv) on or before October 15, 2021, the Company will hold its planned special meeting of its stockholders to obtain approval to effect a reverse split of its Common Stock and Series C Non-Convertible Voting Preferred Stock of the Company, par value $0.0001 per share (the "Series C Preferred Stock"), and (v) on or before November 1, 2021, the Company will have demonstrated compliance with Nasdaq Listing Rule 5550(a)(2). On August 16, 2021, the Company closed the August Offering, which the Company believes resulted in compliance with the first condition listed in the August Letter described above. On August 26, 2021, the Company filed a registration statement, of which this prospectus forms a part, in order to comply with the second condition listed in the August Letter described above, and intends to complete this offering on or prior to September 15, 2021 in order to comply with the third condition listed in the August Letter described above, which condition is subject to the SEC declaring such registration statement effective prior to such date. The Company intends to hold its planned special meeting of its stockholders to effect such reverse split in order to comply with the fourth condition listed in the August Letter described above, and has filed a preliminary proxy statement with the SEC on July 23, 2021 regarding such special meeting. It is the Company's intention that upon demonstrating compliance with conditions (i)-(iv) listed in the August Letter, it will be able to demonstrate compliance with Nasdaq Listing Rule 5550(a)(2) on or before November 1, 2021 to satisfy the fifth condition listed in the August Letter and described above.

As previously disclosed on our Current Report on Form 8-K that we filed with the SEC on May 24, 2019, we initially received written notice from the staff of the Listing Qualifications Department of The Nasdaq Stock Market LLC indicating that we were not in compliance with Nasdaq Listing Rule 5550(a)(2) because the closing bid price of our Common Stock had closed below $1.00 per share for the previous 30 consecutive business days (the "Minimum Bid Price Requirement") and had 180 calendar days from the date therein to regain compliance, which was extended due to the global market impact caused by COVID-19 to August 3, 2020. We subsequently received a further extension from the Nasdaq Stock Market LLC requiring us to evidence a closing bid price of our Common Stock above $1.00 per share for at least ten consecutive trading days by February 1, 2021.

As previously disclosed on our Current Report on Form 8-K that we filed with the SEC on January 5, 2021, as a result of the closing bid price of our Common Stock having closed above $1.00 per share for at least ten consecutive trading days prior to February 1, 2021, we received a letter from The Nasdaq Stock Market LLC, dated January 4, 2021 (the "Nasdaq Letter"), confirming that we had, at that time, regained compliance with the Minimum Bid Price Requirement, but remained subject to a monitoring period until July 5, 2021 (the "Monitor Period"), pursuant to which (i) we were required to notify the Panel in writing in the event that the closing bid price of our Common Stock fell below $1.00 on any trading day and in the event we are not in compliance with any other applicable listing requirement and (ii) if the closing bid price of the Common Stock remained under $1.00 for thirty (30) consecutive trading days at any point during the Monitor Period, the Panel (or a newly convened Panel if the initial Panel was unavailable) was required to provide written notice to us that it would promptly conduct a hearing with regards to such deficiency

Subsequently, on June 18, 2021, we received a determination letter from The Nasdaq Stock Market LLC (the "June Letter") stating that we had failed to maintain compliance with the Minimum Bid Price Requirement. As of May 27, 2021, the closing bid price of the Common Stock had not been at least $1.00 for thirty (30) consecutive trading days during the Monitor Period, resulting in the issuance of the June Letter to us, which advised us that our Common Stock was subject to delisting from Nasdaq, but providing us an opportunity to appeal such delisting determination by requesting a hearing with the Panel. We subsequently requested a hearing before the Panel to appeal the June Letter, which hearing was held on July 29, 2021 (the "July Hearing"). Subsequently, we received the August Letter described above.

There can be no assurance that the Company will be able to comply with all of the obligations placed on us by the Panel pursuant to the August Letter or The Nasdaq Stock Market LLC, and, assuming that we are able to comply with such obligations, that we will be able to continue to comply with the listing standards of The Nasdaq Stock Market LLC in the future, including the Minimum Bid Price Requirement. If we fail to meet all of the conditions listed in the August Letter, our Common Stock will be delisted from Nasdaq. Additionally, assuming we are able to comply with all such obligations, if we fail to comply with all applicable Nasdaq listing requirements now or in the future, our Common Stock may be subject to delisting from Nasdaq.

Legal Proceedings

On February 24, 2020, Michael J. Orlando, one of our former directors and our former Chief Operating Officer, as shareholder representative (the "Shareholder Representative"), and the other stockholders of Fit Pay (collectively, the "Fit Pay Shareholders"), filed a lawsuit in the United States District Court for the Southern District of New York against the Company, CrowdOut Capital, LLC, and Garmin International, Inc. (the "Complaint"). See Orlando v. Nxt-ID, Inc. No. 20-cv-1604 (S.D.N.Y.). The Complaint alleges that the Company has breached certain contractual obligations under a merger agreement, dated May 23, 2017, between Fit Pay and the Company, regarding certain future, contingent earnout payments allegedly that could be owed to the Fit Pay Shareholders from future revenues. The Complaint seeks unspecified monetary damages from the defendants. While we believe that these claims are without merit and we plan to vigorously defend the action, there is no assurance that we will be successful in such defense. On May 12, 2020, the Company filed an answer and counterclaims alleging, among other things, fraud and breach of fiduciary duty of the Shareholder Representative as well as arguing that the Shareholder Representative should be estopped from pursuing these claims. The Company has moved for summary judgment to have the lawsuit dismissed. In March 2021, following our successful application to stay all discovery, the court granted CrowdOut and Garmin's separate motions to dismiss. The Shareholder Representative's claim against the Company still remains and the Company's motion for summary judgment is still pending.

THE OFFERING

Shares of Common Stock Offered	22,462,562 shares of Common Stock (25,831,946 shares of Common Stock if the underwriter exercises its over-allotment option in full to purchase shares of Common Stock), based on an assumed combined public offering price of $0.601 per share and accompanying Warrant, which is based on the closing price of our Common Stock of $0.601 per share on September 8, 2021.
Warrants offered by us	We are also offering Warrants to purchase up to an aggregate of 22,462,562 shares of Common Stock (Warrants to purchase up to an aggregate of 25,831,946 shares of Common Stock if the underwriter exercises its over-allotment option in full to purchase Warrants), based on an assumed combined public offering price of $0.601 per share and accompanying Warrant (other than with respect to shares of Common Stock purchased in connection with the underwriter's over-allotment option). Each share of Common Stock is being sold together with a Warrant to purchase one (1) share of Common Stock. Warrants will be exercisable at an exercise price of $0.6611 per share for each share of Common Stock issuable (110% of the combined public offering price of the shares of Common Stock and accompanying Warrants), will be exercisable commencing on the effective date of a reverse stock split of our shares of Common Stock or an increase in the number of authorized shares of our Common Stock, so that we have a sufficient number of shares of Common Stock reserved for issuance upon exercise of the Warrants by paying the aggregate exercise price for the Warrants being exercised and, in the event there is, at any time, after the initial exercise date, no effective registration statement registering the Warrant Shares, or the prospectus contained therein is not available for the issuance of the Warrant Shares, then the Warrants may also be exercised on a cashless basis for a net number of shares, as provided in the formula in the Warrant. In either case, the Warrants will expire on the fifth anniversary of their initial exercise date. In addition, on the date on which such reverse stock split is effected, the exercise price of the Warrants will be reset to the lesser of (i) the exercise price then in effect after taking into account and adjusting for such reverse stock split and (ii) the closing per share price of the Common Stock immediately prior to the effective date of such reverse stock split, taking into account and adjusting for such split. This offering also relates to the shares of Common Stock issuable upon exercise of the Warrants. See "Description of the Securities That We Are Offering – Warrants".
Assumed combined public offering price	$0.601 per share and accompanying Warrant. The actual number of shares of Common Stock and Warrants that we will offer will be determined based on the actual combined public offering price.
Option to purchase additional securities	We have granted the underwriter an option for a period of 45 days from the date of this prospectus to purchase up to an additional 3,369,384 shares of Common Stock based on an assumed public offering price of $0.591 attributed to the Common Stock and/or Warrants to purchase up to an additional 3,369,384 shares of Common Stock based on a public offering price of $0.01 attributed to the Warrants, without taking into account the underwriting discounts.
Common Stock outstanding after this offering (1)	81,719,469 shares of Common Stock, based on an assumed combined public offering price of $0.601 per share and accompanying Warrant (assuming no exercise of any Warrants and no exercise by the underwriter of its over-allotment option) (1).
Use of proceeds	We estimate that the net proceeds from this offering will be approximately $12,265,114, based on an assumed combined public offering price of $0.601 per share and accompanying Warrant, assuming no exercise of any Warrants and no exercise by the underwriter of its over-allotment option, and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. We intend to use the net proceeds from this offering for new product development, working capital and liability reduction purposes. See "Use of Proceeds" on page 24 of this prospectus supplement.

Risk factors	An investment in our securities is highly speculative and involves substantial risk. Please carefully consider the "Risk Factors" section on page 14 and other information in this prospectus for a discussion of factors to consider before deciding to invest in the securities offered hereby. Additional risks and uncertainties not presently known to us or that we currently deem to be immaterial may also impair our business and operations.
Lock-up agreements	We and our directors and officers have agreed with the underwriter not to offer for sale, issue, sell, contract to sell, pledge or otherwise dispose of any of our Common Stock or securities convertible into common stock for a period of three (3) months from the date of this prospectus without the prior written consent of the underwriter. See "Underwriting—Lock-up Agreements."
Voting agreements	We expect certain investors who purchase in excess of $100,000 in this offering to agree with the underwriter to enter into a voting agreement pursuant to which such investors intend to agree to vote all shares of Common Stock they beneficially own on the closing date of this offering, including the shares of Common Stock purchased by them in this offering, with respect to any proposals presented to the stockholders of the Company at the Company's next stockholders meeting, which is expected to be held on or around October 15, 2021; *provided*, *however*, that such requirement will not require such investor to vote its shares for or against any particular proposal or proposals, whether or not such proposal or proposals are recommended by our Board.
Transfer agent and registrar	The transfer agent and registrar for our Common Stock is VStock Transfer, LLC, with its business address at 18 Lafayette Place, Woodmere, NY 11598.
Nasdaq symbol and trading	Our Common Stock is listed on Nasdaq under the symbol "NXTD". There is no established trading market for the Warrants, and we do not expect a trading market for the Warrants to develop. We do not intend to list the Warrants on any securities exchange or other trading market. Without a trading market, the liquidity of the Warrants will be extremely limited.

(1) Shares of our Common Stock that will be outstanding after this offering is based on 59,256,907 shares of Common Stock outstanding as of September 10, 2021, and excludes the following as of such date: (i) the exercise of outstanding warrants to purchase up to an aggregate of 16,044,798 shares of Common Stock at a weighted average exercise price of approximately $1.32 per share, (ii) the exercise of outstanding options granted to certain directors of the Company to purchase up to an aggregate of 408,584 shares of Common Stock at a weighted average exercise price of $0.59 per share, (iii) the conversion of the 340,000 outstanding shares of Series F Preferred Stock into up to 1,863,728 shares of Common Stock using an assumed Reset Conversion Price equal to $0.54729 per share, (iv) shares of our Common Stock issuable pursuant to the exercise of the Warrants and (v) shares of our Common Stock issuable upon exercise of the underwriter's over-allotment option. For purposes of determining the number of shares of Common Stock issuable upon the 993,333 shares of Series F Preferred Stock that have been converted as of September 10, 2021 and the number of shares of Common Stock issuable upon the conversion of the 340,000 shares of Series F Preferred Stock outstanding, a Reset Conversion Price of $0.54729 per share has been assumed for the Conversion Price Reset Calculation Period, as only the average VWAPs for the four consecutive trading days after the effective date of the Resale Registration Statement has been calculated as of the date of this prospectus. The actual Reset Conversion Price for all five trading days for the Conversion Price Reset Calculation Period (which is subject to further adjustment pursuant to the Series F Certificate of Designation upon the closing of this offering if the public offering price of the shares of Common Stock is lower than the actual Reset Conversion Price on the date of such closing) has not been included in this prospectus, and the assumed Reset Conversion Price is based on the assumption that the fifth day's VWAP is consistent with the VWAPs of the four previous trading days.

RISK FACTORS

An investment in the securities offered under this prospectus involves a high degree of risk. You should carefully consider and evaluate all of the information contained in this prospectus and in the documents that we incorporate by reference herein before you decide to invest in our securities. In particular, you should carefully consider and evaluate the risks and uncertainties described under the heading "Risk Factors" in this prospectus and in the documents incorporated by reference herein. Investors are further advised that the risks described below may not be the only risks we face. Additional risks that we do not yet know of, or that we currently think are immaterial, may also negatively impact our business operations or financial results. Any of the risks and uncertainties set forth in this prospectus and in the documents incorporated by reference herein, as updated by annual, quarterly and other reports and documents that we file with the SEC and incorporate by reference into this prospectus, could materially and adversely affect our business, results of operations and financial condition, which in turn could materially and adversely affect the value of our securities.

Risks Related to this Offering and Ownership of Our Common Stock

If we are not able to comply with all of the conditions listed in the Panel's August Letter or the applicable continued listing requirements or standards of the Nasdaq Capital Market, our Common Stock could be delisted from such exchange.

Our Common Stock is currently listed on Nasdaq. In order to maintain that listing, we must satisfy minimum financial and other continued listing requirements and standards, including those regarding director independence and independent committee requirements, minimum stockholders' equity, minimum share price, and certain corporate governance requirements. There can be no assurances that we will be able to remain in compliance with Nasdaq's listing standards or if we do later fail to comply and subsequently regain compliance with Nasdaq's listing standards, that will be able to continue to comply with the applicable listing standards. If we are unable to maintain compliance with these Nasdaq requirements, our Common Stock will be delisted from Nasdaq.

On August 16, 2021, we received the August Letter from The Nasdaq Stock Market LLC, stating that the Panel has determined to grant the Company's request to remain listed on Nasdaq, subject to the following conditions: (i) on or before August 19, 2021, the Company will have completed its planned private investment in public equity transaction, (ii) on or before August 26, 2021, the Company will have filed with the SEC a registration statement for the completion of a public offering, (iii) on or before September 15, 2021, the Company will have completed such public offering pursuant to such registration statement, (iv) on or before October 15, 2021, the Company will hold its planned special meeting of its stockholders to obtain approval to effect a reverse split of its Common Stock and Series C Preferred Stock, and (v) on or before November 1, 2021, the Company will have demonstrated compliance with Nasdaq Listing Rule 5550(a)(2). On August 16, 2021, the Company closed the August Offering, which the Company believes resulted in compliance with the first condition listed in the August Letter described above. On August 26, 2021, the Company filed a registration statement, of which this prospectus forms a part, in order to comply with the second condition listed in the August Letter described above, and intends to complete this offering on or prior to September 15, 2021 in order to comply with the third condition listed in the August Letter described above, which condition is subject to the SEC declaring such registration statement effective prior to such date. The Company intends to hold its planned special meeting of its stockholders to effect such reverse split in order to comply with the fourth condition listed in the August Letter described above, and has filed a preliminary proxy statement with the SEC on July 23, 2021 regarding such special meeting. It is the Company's intention that upon demonstrating compliance with conditions (i)-(iv) listed in the August Letter, it will be able to demonstrate compliance with Nasdaq Listing Rule 5550(a)(2) on or before November 1, 2021 to satisfy the fifth condition listed in the August Letter and described above.

We had previously received the Nasdaq Letter from The Nasdaq Stock Market LLC, dated January 4, 2021, notifying us that we had, at that time, regained compliance with the Minimum Bid Price Requirement, as a result of the closing bid price of our Common Stock having closed above $1.00 per share for at least ten consecutive trading days prior to February 1, 2021, but remained subject to the Monitor Period until July 5, 2021. Subsequently, on June 18, 2021, we received the June Letter from The Nasdaq Stock Market LLC, stating that we had failed to maintain compliance with the Minimum Bid Price Requirement. As of May 27, 2021, the closing bid price of the Common Stock had not been at least $1.00 for thirty (30) consecutive trading days during the Monitor Period, resulting in the issuance of the June Letter to us, which advised us that our Common Stock was subject to delisting from Nasdaq, but providing us an opportunity to appeal such delisting determination by requesting a hearing with the Panel. We subsequently requested a hearing before the Panel to appeal the June Letter, which hearing was held on July 29, 2021 (the "July Hearing"). Subsequently, we received the August Letter described above.

There can be no assurance that the Company will be able to comply with all of the obligations placed on us by the Panel pursuant to the August Letter or The Nasdaq Stock Market LLC, and, assuming that we are able to comply with such obligations, that we will be able to continue to comply with the listing standards of The Nasdaq Stock Market LLC in the future, including the Minimum Bid Price Requirement. If we fail to meet all of the conditions listed in the August Letter, our Common Stock will be delisted from Nasdaq. Additionally, assuming we are able to comply with all such obligations, if we fail to comply with all applicable Nasdaq listing requirements now or in the future, our Common Stock may be subject to delisting from Nasdaq. See – "Prospectus Summary – Recent Developments – Regaining Compliance with Nasdaq Listing Requirements."

In the event that our Common Stock is delisted from Nasdaq, as a result of our failure to comply with all of the obligations imposed on us in the August Letter, or due to our failure to continue to comply with any other requirement for continued listing on Nasdaq, and is not eligible for quotation on another market or exchange, trading of our Common Stock could be conducted in the over-the-counter market or on an electronic bulletin board established for unlisted securities such as the Pink Sheets or the OTC Bulletin Board. In such event, it could become more difficult to dispose of, or obtain accurate price quotations for, our Common Stock, and it would likely be more difficult to obtain coverage by securities analysts and the news media, which could cause the price of our Common Stock to decline further. Also, it may be difficult for us to raise additional capital if we are not listed on a national exchange. Additionally, in the event of such delisting, the holders of our Series F Preferred Stock will have the right to request that the Company redeem such shares in cash, which could materially and adversely affect our business, operating results and financial condition.

You will be unable to exercise the warrants and they may have no value if we are unable to obtain stockholder approval to effect a reverse split or increase our number of authorized shares of Common Stock.

We currently do not have sufficient number of authorized shares available to permit exercise of the Warrants. Therefore, the Warrants will not be exercisable until we obtain stockholder approval to effect a reverse stock split or an increase in our number of authorized shares of Common Stock or in an amount sufficient to permit exercise in full of the Warrants. If we are unable to obtain such stockholder approval, the Warrants will have no value and will expire. In no event may the Warrants be net cash settled, until they initially become exercisable. Our prior efforts to obtain stockholder approval of an increase in the number of authorized shares of Common Stock were not successful. Certain investors in this offering whose investment exceeds $100,000 will enter into a voting agreement whereby each such investor will agree to vote all shares of Common Stock that they beneficially own on the closing date of this offering with respect to any proposals presented to the stockholders of the Company at the Company's next meeting of its stockholders, including the contemplated reverse split proposal. However, existing holders of Common Stock may have an incentive to vote against the proposal for such a reverse stock split in order to prevent dilution in their interests by the shares of Common Stock issuable upon exercise of the Warrants. Furthermore, in the event that the price of a share of our Common Stock does not exceed the exercise price of the Warrants during their exercise period, the Warrants may not have any value.

We will have used all of our unreserved, authorized shares.

As of September 10, 2021, we had 59,256,907 shares of Common Stock outstanding, outstanding warrants exercisable for up to 16,044,798 shares of Common Stock, shares of Series F Preferred Stock convertible into an aggregate of 1,863,728 shares of Common Stock (assuming the conversion of such shares of Series F Preferred Stock at $0.54729 per share) and options granted to members of our Board exercisable for up to 408,584 shares of Common Stock. Included in such 59,256,907 shares of Common Stock outstanding are 5,445,009 shares of Common Stock that were issued upon conversion of 993,333 shares of Series F Preferred Stock at the assumed Reset Conversion Price (as defined herein) and included in the 16,044,798 shares of Common Stock underlying outstanding warrants are 6,666,665 shares of Common Stock reserved for issuance upon exercise of the warrants issued in our August 2021 private placement in accordance with the terms of the agreements entered into in connection with such private placement. Our Certificate of Incorporation authorizes the issuance of 100,000,000 shares of Common Stock. As a result, after giving effect to the foregoing mentioned outstanding shares of Common Stock and shares reserved for issuance pursuant to warrants, shares of Series F Preferred Stock and options held by our directors, we only have 22,425,984 shares of Common Stock available for issuance in this offering. Our issuance of 22,462,562 shares of Common Stock in this offering (and up to an additional 3,369,384 shares of Common Stock in the event of the full exercise of the underwriter's over-allotment option described below, if such over-allotment option is exercised fully in shares of Common Stock), would exceed the number of authorized shares of Common Stock we have available for issuance by 3,405,963 shares of Common Stock. Therefore, in order for us to consummate this offering, we will need to receive approval of holders of certain warrants to release at least 3,405,963 shares of Common Stock from shares of Common Stock reserved for issuance pursuant to outstanding warrants prior to the closing of this offering. In addition, pursuant to the terms of the Series F Certificate of Designation, the shares of Series F Preferred Stock are subject to reset provisions in the Series F Certificate of Designation that could result in us being required to issue additional shares of Common Stock to the holders of Series F Preferred Stock. For purposes of determining the number of shares of Common Stock that will no longer be subject to reservation and the number of shares issuable upon the 993,333 shares of Series F Preferred Stock that have been converted as of September 10, 2021 and the number of shares of Common Stock issuable upon conversion of the remaining 340,000 shares of Series F Preferred Stock outstanding, a Reset Conversion Price of $0.54729 per share has been assumed for the Conversion Price Reset Calculation Period, as only the average VWAPs for the four consecutive trading days after the effective date of the Resale Registration Statement has been calculated as of the date of this prospectus. The actual Reset Conversion Price for all five trading day of the Conversion Price Reset Calculation Period (which is subject to further adjustment pursuant to the Series F Certificate of Designation upon the closing of this offering if the public offering price of the shares of Common Stock is lower than the actual Reset Conversion Price on the date of such closing) has not been included in this prospectus, and the assumed Reset Conversion Price is based on the assumption that the fifth day's VWAP is consistent with the VWAPs of the four previous trading days.

In addition, assuming we are able to consummate this offering and after having received approval from holders of certain of our warrants to release a sufficient number of shares of Common Stock that are reserved for issuance upon exercise of outstanding warrants and/or shares of our Series F Preferred Stock, we will have used all of our unreserved authorized shares of Common Stock and will need stockholder approval to implement an increase in our authorized shares of Common Stock or a reverse split of our shares of Common Stock. Our Certificate of Incorporation and the Delaware General Corporation Law (the "DGCL"), currently require the approval of stockholders holding not less than a majority of all outstanding shares of capital stock entitled to vote in order to approve an increase in our authorized shares of Common Stock or a reverse split of our shares of Common Stock. We intend to hold a special meeting of stockholders, on or before October 15, 2021, to seek stockholder approval of a reverse split of our shares of Common Stock by a ratio in the range of one-for-three to one-for-ten at the discretion of the Board. There are no assurances that stockholder approval will be obtained, in which event we will be unable to, among other things, raise additional capital through the issuance of shares of Common Stock to fund our future operations.

Under the terms of the Series F Certificate of Designation, the number of shares of Common Stock issuable upon conversion of the shares of Series F Preferred Stock will not be determinable until after the date on which the registration statement, of which this prospectus forms a part, is filed with the SEC, and may increase further depending on the date of pricing of this offering; as a result, investors in this offering will have a limited period of time after pricing in which to accurately determine how much dilution they will experience if they decide to participate in this offering.

Under the terms of the Series F Certificate of Designation, the number of shares of Common Stock issuable upon conversion of the shares of Series F Preferred Stock will not be determinable until after the date on which the registration statement, of which this prospectus forms a part, is filed with the SEC, and may increase further depending on the public offering price of the shares of Common Stock offered in connection with this offering, determined at pricing. As the actual Reset Conversion Price has not been calculated for all five trading days for the Conversion Price Reset Calculation Period, the assumed Reset Conversion Price used in this prospectus is based on the assumption that the fifth day's VWAP is consistent with the VWAPs of the four previous trading days. If the fifth day's VWAP is much lower than the four previous trading days, the actual Reset Conversion Price could be materially lower than the assumed Reset Conversion Price used throughout this prospectus, which would result in a substantial increase in the number of shares of Common Stock to such holders of Series F Preferred Stock upon conversion. Further, the actual Reset Conversion Price is subject to further adjustment pursuant to the Series F Certificate of Designation upon the pricing of this offering if the public offering price of the shares of Common Stock is lower than the actual Reset Conversion Price on the date of such closing (subject to the Floor Price of $0.375 per share), which could result in the issuance of additional shares of Common Stock in the event such holders convert their shares of Series F Preferred Stock. As a result, investors in this offering will have a limited opportunity after the pricing of this offering to accurately assess how much they will be diluted in the event that they decide to participate in this offering.

The market price for our Common Stock is particularly volatile given our status as a relatively unknown company with a small and thinly traded public float, and lack of profits, which could lead to wide fluctuations in our share price. You may be unable to sell your shares of Common Stock at or above the public offering price of the Common Stock purchased in this offering, which may result in substantial losses to you.

The market for our Common Stock is characterized by significant price volatility when compared to the shares of larger, more established companies that have large public floats, and we expect that our share price will continue to be more volatile than the shares of such larger, more established companies for the indefinite future. The volatility in our share price is attributable to a number of factors. First, as noted above, our Common Stock is, compared to the shares of such larger, more established companies, sporadically and thinly traded. The price for our Common Stock could, for example, decline precipitously in the event that a large number of our Common Stock is sold on the market without commensurate demand. Secondly, we are a speculative or "risky" investment due to our lack of profits to date. As a consequence of this enhanced risk, more risk-adverse investors may, under the fear of losing all or most of their investment in the event of negative news or lack of progress, be more inclined to sell their shares of Common Stock on the market more quickly and at greater discounts than would be the case with the stock of a larger, more established company that has a large public float. Many of these factors are beyond our control and may decrease the market price of our Common Stock regardless of our operating performance.

Because of volatility in the stock market in general, the market price of our Common Stock will also likely be volatile.

The stock market in general, and the market for stocks of healthcare technology companies in particular, has been highly volatile. As a result, the market price of our Common Stock is likely to be volatile, and investors in our Common Stock may experience a decrease, which could be substantial, in the value of their shares of Common Stock or the loss of their entire investment for a number of reasons, including reasons unrelated to our operating performance or prospects. The market price of our Common Stock could be subject to wide fluctuations in response to a broad and diverse range of factors, including those described elsewhere in this "Risk Factors" section and this prospectus and the following:

- recent price volatility and any known risks of investing in our Common Stock under these circumstances;
- the market price of our Common Stock prior to the recent price volatility;
- any recent change in financial condition or results of operations, such as in earnings, revenues or other measure of company value that is consistent with the recent change in the prices of our Common Stock; and
- risk factors addressing the recent extreme volatility in stock price, the effects of a potential "short squeeze" due to a sudden increase in demand for our Common Stock as a result of current investor exuberance associated with technology-related stocks, the impact that this offering could have on the price of our Common Stock and on investors where there is a significant number of shares of Common Stock being offered relative to the number of shares of our Common Stock currently outstanding and, to the extent that the Company expects to conduct additional offerings in the future to fund its operations or provide liquidity, the dilutive impact of those offerings on investors that purchase such shares in the offering at a significantly higher price.

Substantial future sales of shares of our Common Stock could cause the market price of our Common Stock to decline.

We expect that significant additional capital will be needed in the near future to continue our planned operations. Sales of a substantial number of shares of our Common Stock in the public market following the completion of this offering, or the perception that these sales might occur, could depress the market price of our Common Stock and could impair our ability to raise capital through the sale of additional equity securities. We are unable to predict the effect that such sales may have on the prevailing market price of our Common Stock.

Moreover, after this offering, holders of our securities or their transferees, may be entitled to specified rights with respect to the registration of the offer and sale of their shares of Common Stock underlying such securities under the Securities Act. Registration of the offer and sale of such shares of Common Stock under the Securities Act would result in such shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration.

A large number of shares of Common Stock may be sold in the market following this offering and as a result of the SEC declaring effective the Resale Registration Statement on September 3, 2021, which may significantly depress the market price of our Common Stock.

The shares of Common Stock and Warrants sold in the offering will be freely tradable without restriction or further registration under the Securities Act. Additionally, the Company has registered for resale additional shares of Common Stock on the Resale Registration Statement, which consists of shares of Common Stock and convertible and exercisable securities issued in connection with private placement offerings that closed in December 2020, February 2021 and August 2021. The number of shares of Common Stock included on such registration statement consist of an aggregate of 10,666,664 shares of Common Stock issuable upon conversion of the outstanding Series F Preferred Stock, assuming the Conversion Price of such shares equals the Floor Price. On September 3, 2021, the SEC declared the Resale Registration Statement effective, and holders of an aggregate of 993,333 shares of Series F Preferred Stock have converted such shares into shares of Common Stock. An aggregate of 5,445,009 shares of Common Stock have been issued to such holders, assuming a Reset Conversion Price equal to $0.54729 per share, leaving an aggregate of 340,000 shares of Series F Preferred Stock outstanding upon such conversions. Further, such Reset Conversion Price may decrease further depending on the price of the Common Stock on the date on which the closing of this offering occurs, which could result in the issuance of more shares of Common Stock than would have been issuable prior to the Resale Registration Statement being declared effective and prior to this offering, in the event that the holders of the Series F Preferred Stock opt to convert such remaining outstanding shares. Prospectus Summary – Recent Developments – Closing of August Offering and Designation of Series F Preferred Stock". As a result, a substantial number of shares of our Common Stock may be sold in the public market following this offering and as a result of the SEC declaring the Resale Registration Statement effective. If there are significantly more shares of Common Stock offered for sale than buyers are willing to purchase, then the market price of our Common Stock may decline to a market price at which buyers are willing to purchase the offered shares of Common Stock and sellers remain willing to sell our shares of Common Stock.

We may seek to raise additional funds, finance acquisitions or develop strategic relationships by issuing securities that would dilute the ownership of the Common Stock. Depending on the terms available to us, if these activities result in significant dilution, it may negatively impact the trading price of our shares of Common Stock.

We have financed our operations, and we expect to continue to finance our operations, acquisitions, if any, and the development of strategic relationships by issuing equity and/or convertible securities, which could significantly reduce the percentage ownership of our existing stockholders. Further, any additional financing that we secure may require the granting of rights, preferences or privileges senior to, or pari passu with, those of our Common Stock. Additionally, we may acquire other technologies or finance strategic alliances by issuing our equity or equity-linked securities, which may result in additional dilution. Any issuances by us of equity securities may be at or below the prevailing market price of our Common Stock and in any event may have a dilutive impact on your ownership interest, which could cause the market price of our Common Stock to decline. We may also raise additional funds through the incurrence of debt or the issuance or sale of other securities or instruments senior to our shares of Common Stock. The holders of any securities or instruments we may issue may have rights superior to the rights of our common stockholders. If we experience dilution from issuance of additional securities and we grant superior rights to new securities over such stockholders, it may negatively impact the trading price of our shares of Common Stock.

You may experience immediate and substantial dilution in the book value per share of the securities that you purchase in this offering.

The assumed combined offering price per share and accompanying Warrant is substantially higher than the net tangible book value per share of our Common Stock. Therefore, if you purchase shares of Common Stock and Warrants in this offering at such assumed price, you will pay an effective price per share of Common Stock that you acquire that substantially exceeds our net tangible book value per share after this offering. Assuming a combined public offering price of $0.601 per share and accompanying Warrant, you will experience immediate dilution of approximately $0.45 per share, representing the difference between our pro forma as adjusted net tangible book value per share after giving effect to this offering and the assumed combined offering price per share and accompanying Warrant. In addition, if previously issued warrants, options and shares of our preferred stock are exercised for or converted into Common Stock at prices below the assumed combined offering price of our shares of Common Stock and accompanying Warrants, or the Warrants being offered in this offering are accounted for as liabilities, you will experience further dilution. See "Dilution" for a more detailed discussion of the dilution you may incur in connection with this offering. In addition, there is no guarantee that the combined offering price per share and accompanying Warrant post-offering will not decrease due to market conditions. The actual combined offering price per share and accompanying Warrant may be at, above or below such assumed combined offering price and will be determined at pricing based on, among other factors, the closing bid price of the Common Stock on the effective date of the registration statement of which this prospectus forms a part. See "Underwriting — Determination of Offering Price" for additional information.

We could issue "blank check" preferred stock without stockholder approval with the effect of diluting then current stockholder interests and impairing their voting rights; and provisions in our charter documents could discourage a takeover that stockholders may consider favorable.

Our Certificate of Incorporation authorizes the issuance of up to 10,000,000 shares of "blank check" preferred stock with designations, rights and preferences as may be determined from time to time by our Board. Our Board is empowered, without stockholder approval, to issue a series of preferred stock with dividend, liquidation, conversion, voting or other rights which could dilute the interest of, or impair the voting power of, our common stockholders. The issuance of a series of preferred stock could be used as a method of discouraging, delaying or preventing a change in control of the Company. For example, it would be possible for our Board to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change control of the Company. The Series C Preferred Stock currently ranks senior to the Common Stock and our Series F Preferred Stock and any class or series of capital stock created after the Series C Preferred Stock and has a special preference upon the liquidation of the Company. The Series F Preferred Stock currently ranks senior to the Common Stock and any class or series of capital stock created after the Series F Preferred Stock and has a special preference upon the liquidation of the Company. For further information regarding our shares of (i) Series C Preferred Stock, please refer to the Certificate of Designation filed as an exhibit to, and the disclosure contained in, the Series C Certificate of Designations filed as an exhibit to, and the disclosure contained in, our Current Report on Form 8-K filed with the SEC on May 30, 2017 and (ii) Series F Preferred Stock, please refer to the Form of Series F Certificate of Designation filed as an exhibit to, and the disclosure contained in, our Current Report on Form 8-K filed with the SEC on August 17, 2021.

If and when a larger trading market for our Common Stock develops, the market price of our Common Stock is still likely to be highly volatile and subject to wide fluctuations, and you may be unable to resell your shares of Common Stock at or above the public offering price of the shares of Common Stock in this offering.

The market price of our Common Stock may be highly volatile and could be subject to wide fluctuations in response to a number of factors that are beyond our control, including, but not limited to:

- variations in our revenues and operating expenses;
- actual or anticipated changes in the estimates of our operating results or changes in stock market analyst recommendations regarding our Common Stock, other comparable companies or our industry generally;
- market conditions in our industry, the industries of our customers and the economy as a whole;
- actual or expected changes in our growth rates or our competitors' growth rates;
- developments in the financial markets and worldwide or regional economies;
- announcements of innovations or new products or services by us or our competitors;
- announcements by the government relating to regulations that govern our industry;
- sales of our Common Stock or other securities by us or in the open market;
- changes in the market valuations of other comparable companies; and
- other events or factors, many of which are beyond our control, including those resulting from such events, or the prospect of such events, including war, terrorism and other international conflicts, public health issues including health epidemics or pandemics, such as the recent outbreak of COVID-19, and natural disasters such as fire, hurricanes, earthquakes, tornados or other adverse weather and climate conditions, whether occurring in the United States or elsewhere, could disrupt our operations, disrupt the operations of our suppliers or result in political or economic instability.

In addition, if the market for technology stocks or the stock market in general experiences loss of investor confidence, the trading price of our Common Stock could decline for reasons unrelated to our business, financial condition or operating results. The trading price of our Common Stock might also decline in reaction to events that affect other companies in our industry, even if these events do not directly affect us. Each of these factors, among others, could harm the value of your investment in our Common Stock. In the past, following periods of volatility in the market, securities class-action litigation has often been instituted against companies. Such litigation, if instituted against us, could result in substantial costs and diversion of management's attention and resources, which could materially and adversely affect our business, operating results and financial condition.

We may acquire other technologies or finance strategic alliances by issuing our equity or equity-linked securities, which may result in additional dilution to our stockholders.

We have not, and neither the underwriter nor the financial advisor that we have engaged in connection with this offering have, authorized any other party to provide you with information concerning us or this offering.

You should carefully evaluate all of the information in this prospectus and the registration statement of which this prospectus forms a part, including the documents incorporated by reference herein. We may receive media coverage regarding our Company, including coverage that is not directly attributable to statements made by our officers, that incorrectly reports on statements made by our officers or employees, or that is misleading as a result of omitting information provided by us, our officers or employees. We have not, and neither the underwriter nor the financial advisor that we have engaged in connection with this offering have, authorized any other party to provide you with information concerning us or this offering, and such recipients should not rely on this information.

If securities or industry analysts do not publish research or reports about our business, or publish negative reports about our business, our share price and trading volume could decline.

The trading market for our Common Stock may depend in part on the research and reports that securities or industry analysts may publish about us or our business, our market and our competitors. We do not have any control over such analysts. If one or more such analysts downgrade or publish a negative opinion of our Common Stock, our share price would likely decline. If analysts do not cover our Company or do not regularly publish reports on us, we may not be able to attain visibility in the financial markets, which could have a negative impact on our share price or trading volume.

We do not anticipate paying dividends in the foreseeable future; you should not invest in our shares of Common Stock if you expect dividends.

The payment of dividends on our Common Stock will depend on earnings, financial condition and other business and economic factors affecting us at such time as our Board may consider relevant. If we do not pay dividends, our shares of Common Stock may be less valuable because a return on your investment will only occur if our stock price appreciates.

Additionally, the holder of our shares of Series C Preferred Stock are entitled to receive dividends pursuant to the Series C Certificate of Designations and the holders of our shares of Series F Preferred Stock are entitled to receive dividends pursuant to the Series F Certificate of Designations. The Series C Certificate of Designations requires us to pay cash dividends on our Series C Preferred Stock on a quarterly and cumulative basis at a rate of five percent (5%) per annum commencing on the date of issuance of such shares, which rate increases to fifteen percent (15%) per annum in the event that the Company's market capitalization is $50 million or greater for thirty consecutive days. Since inception and to date, we have declared and paid an aggregate of approximately $660,921 in dividends on our shares of Series C Preferred Stock. See also "Prospectus Summary – Recent Developments – Settlement Agreement with GDMSAI". The Series F Certificate of Designation requires us to pay dividends on our Series F Preferred Stock at a rate of ten percent (10%) per annum commencing on the date of issuance of such shares, which are payable until the earlier of the date on which such shares are converted or twelve months from such date of issuance. To date, we have not declared or paid dividends on our shares of Series F Preferred Stock, but we expect to declare and pay dividends on such shares as required by the Series F Certificate of Designation.

Subject to the payment of dividends on our shares of Series C Preferred Stock and Series F Preferred Stock, we currently intend to retain our future earnings to support operations and to finance expansion and, therefore, we do not anticipate paying any cash dividends on our capital stock in the foreseeable future.

Financial Industry Regulatory Authority, Inc. ("FINRA") sales practice requirements may limit a stockholder's ability to buy and sell our shares Common Stock.

FINRA has adopted rules that require that in recommending an investment to a customer, a broker-dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative low-priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information. Under interpretations of these rules, FINRA believes that there is a high probability that speculative low-priced securities will not be suitable for certain customers. FINRA requirements will likely make it more difficult for broker-dealers to recommend that their customers buy our shares of Common Stock, which may have the effect of reducing the level of trading activity in our common stock. As a result, fewer broker-dealers may be willing to make a market in our Common Stock, reducing a stockholder's ability to resell shares of our Common Stock.

We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.

Our management will have broad discretion in the application of the net proceeds from this offering, including for any of the purposes described in the section of this prospectus entitled "Use of Proceeds." The failure by our management to apply these funds effectively could harm our business.

There is no public market for the Warrants.

There is no established public trading market for the Warrants offered hereby, and we do not expect a market to develop. In addition, we do not intend to apply to list the Warrants on any national securities exchange or other nationally recognized trading system, including Nasdaq. Without an active market, the liquidity of the Warrants will be limited.

The Warrants in this offering are speculative in nature.

Following this offering, the market value of the Warrants, if any, is uncertain and there can be no assurance that the market value of the Warrants will equal or exceed their imputed public offering price. In the event that our Common Stock price does not exceed the exercise price of the Warrants during the period when such Warrants are exercisable, such Warrants may not have any value. Furthermore, each Warrant will expire five years from its initial exercise date. See also "Risk Factors – You will be unable to exercise the warrants and they may have no value under certain circumstances".

Holders of the Warrants will not have rights of holders of our shares of Common Stock until such Warrants are exercised.

The Warrants in this offering do not confer any rights of share ownership on their holders, but rather merely represent the right to acquire shares of our Common Stock at a fixed price. Until holders of Warrants acquire shares of our Common Stock upon exercise of the Warrants, holders of Warrants will have no rights with respect to our shares of Common Stock underlying such Warrants. See also "Risk Factors – You will be unable to exercise the warrants and they may have no value under certain circumstances".

Risks Relating to our Business

We are uncertain of our ability to generate sufficient revenue and profitability in the future.

We continue to develop and refine our business model, but we can provide no assurance that we will be able to generate a sufficient amount of revenue, from our business in order to achieve profitability. It is not possible for us to predict at this time the potential success of our business. The revenue and income potential of our proposed business and operations are currently unknown. If we cannot continue as a viable entity, you may lose some or all of your investment in our Company.

We incurred a net loss from operations of $994,562 for the six months ended June 30, 2021 ($211,672 for the quarter then ended). As of June 30, 2021, we had cash and stockholders' equity of $3,242,925 and $17,359,830, respectively. At June 30, 2021, the Company had a working capital deficiency of $1,230,275. We cannot provide any assurance that we will be able to raise additional cash from equity financings, secure debt financing, and/or generate revenue from the sales of our products. If we are unable to secure additional capital, we may be required to curtail our research and development initiatives and take additional measures to reduce costs in order to conserve our cash in amounts sufficient to sustain operations and meet our obligations.

Our business, financial condition and results of operations may be adversely affected by the recent coronavirus outbreak or other similar epidemics or adverse public health developments

The pandemic resulting from COVID-19 has caused many governments to implement quarantines and significant restrictions on travel, and to advise that people remain at home where possible and avoid crowds. This has led to many businesses shutting down or limiting operations as well as greater uncertainty in financial markets. To date, an economic downturn and other adverse impacts resulting from COVID-19 have resulted in our distributors and/or the VA significantly reducing orders for our products. Continuing effects of COVID-19, or other similar epidemics or adverse public health developments, may in all likelihood, extend these reduced product orders and continue the inability of our distributors and/or the VA to pay us for orders, for an undeterminable period of time. Delays and disruptions, such as difficulty obtaining components and temporary suspension of operations, have resulted in our existing inventory levels not being sufficient, and our business, financial condition and results of operations have been materially and adversely affected, as a result of a slowdown and suspension in our business. In the event that this slowdown and/or suspension carries on for a long period of time, this will, in all likelihood, continue to have a material adverse impact on our business. As a result of the current or future epidemics, we have been and may also continue to be impacted by shutdowns, employee impacts from illness and other community response measures meant to prevent spread of the virus, all of which has and may continue to negatively impact our business, financial condition and results of operations. Further, if we are regularly unable to meet our obligations to deliver our products to distributors and/or the VA, they may decide to terminate or reduce their distribution arrangements with us and our business could be adversely affected. As a result of prolonged effects of the COVID-19 pandemic, we may be forced to write-down or write-off assets, restructure our operations, or incur impairment or other charges that could result in losses. Even though these charges may be non-cash items and may not have an immediate impact on our liquidity, the fact that we report charges of this nature could contribute to negative market perceptions about us or our securities. Accordingly, our securityholders could suffer a reduction in the value of our securities that they hold if the trading price of our Common Stock is adversely impacted due to such market perceptions. The extent to which COVID-19 will continue to impact our results will depend on future developments, which are highly uncertain and will include emerging information concerning the severity of COVID-19 and the actions taken by governments and private businesses to attempt to contain the virus. See "Prospectus Summary – Company Overview – COVID-19 Pandemic" for current information on the effects of the COVID-19 pandemic on our business.

Our business, financial condition and results of operations may be adversely affected if we are unsuccessful in our current litigation with certain stockholders of Fit Pay.

On February 24, 2020, the Shareholder Representative and the Fit Pay Shareholders filed a lawsuit in the United States District Court for the Southern District of New York against the Company, CrowdOut and Garmin International, Inc. See Orlando v. Nxt-ID, Inc. No. 20-cv-1604 (S.D.N.Y.). The Complaint alleges that the Company has breached certain contractual obligations under a merger agreement, dated May 23, 2017, between Fit Pay and the Company, regarding certain future, contingent earnout payments allegedly that could be owed to the Fit Pay Shareholders from future revenues. The Complaint seeks unspecified monetary damages from the defendants. While we believe that these claims are without merit and we plan to vigorously defend the action, there is no assurance that we will be successful in such defense. On May 12, 2020, the Company filed an answer and counterclaims alleging, among other things, fraud and breach of fiduciary duty of the Shareholder Representative as well as arguing that the Shareholder Representative should be estopped from pursuing these claims. The Company has moved for summary judgment to have the lawsuit dismissed. In March 2021, following our successful application to stay all discovery, the court granted CrowdOut and Garmin's separate motions to dismiss. Orlando's claim against the Company still remains and the Company's motion for summary judgement is still pending.

In the event that we are unsuccessful in the defense of this lawsuit, we could be required to pay the Fit Pay Shareholders substantial damages which would, in all likelihood, have a material adverse effect on our business, financial condition and results of operations.

If we were to fail to comply with the payment obligations pursuant to, or otherwise default on our obligations under, the Settlement Agreement that we entered into with GDMSAI, our business, operating results and financial condition would be adversely affected.

Effective August 11, 2021, we and GDMSAI entered into the Settlement Agreement in order to settle the ongoing Dispute with regard to the payment of dividends under the Series C Certificate of Designations. Pursuant to the Settlement Agreement, we have agreed to pay GDMSAI a cash payment of $750,000 in full satisfaction of the amounts that GDMSAI asserted it is owed for past dividend payments under the Series C Certificate of Designations, $250,000 to have been paid within two business days after the effective date of the Settlement Agreement, and the remainder of which shall be paid to GDMSAI in monthly installments ending on November 30, 2021, with such payment obligations to be guaranteed by the Company's wholly-owned subsidiary, LogicMark, subject to the senior obligations to the Company's senior lender, CrowdOut. However, in the event that we fail to repay GDMSAI pursuant to the terms of the Settlement Agreement, all remaining payments due under the Settlement Agreement will be due within seven (7) days of the date on which such payment was not made, plus a penalty payment of 10% of such remaining balance due. Additionally, in the event of such failure to repay or other material breach, we have agreed to repay all of GDMSAI's legal expenses in enforcing such repayment obligations upon such breach. Any such material breach and resulting repayment obligations could have a material adverse effect on our business, financial condition and results of operations.

If we are required to redeem the shares of Series F Preferred Stock pursuant to the Series F Certificate of Designation, our business, operating results and financial condition would be adversely affected.

On August 16, 2021, we filed the Series F Certificate of Designation with the Secretary of State of Delaware in connection with the August Offering and our issuance of an aggregate of 1,333,333 shares of our Series F Preferred Stock to the August Investors. A portion of such shares of Series F Preferred Stock may be converted into shares of Common Stock prior to the closing of this offering. Pursuant to the Series F Certificate of Designation, in the event that the Common Stock is delisted from Nasdaq, the August Investors will have a right to request that the Company redeem their shares of Series F Preferred Stock in cash. In the event that we are required to redeem such shares of Series F Preferred Stock, this could have a material adverse effect on our business, financial condition and results of operations.

We are presently a small company with too limited resources and personnel to establish a comprehensive system of internal controls. If we fail to maintain an effective system of internal controls, we would not be able to accurately report our financial results on a timely basis or prevent fraud. As a result, current and potential stockholders could lose confidence in our financial reporting, which would harm our business and the trading price of our Common Stock.

Effective internal controls are necessary for us to provide reliable financial reports and effectively prevent fraud. If we cannot provide reliable financial reports or prevent fraud, our brand and operating results would be harmed. We may in the future discover areas of our internal controls that need improvement. For example, because of size and limited resources, our external auditors may determine that we lack the personnel and infrastructure necessary to properly carry out an independent audit function. Although we believe that we have adequate internal controls for a company with our size and resources, we are not certain that the measures that we have in place will ensure that we implement and maintain adequate controls over our financial processes and reporting in the future. Any failure to implement required new or improved controls, or difficulties encountered in their implementation, would harm our operating results or cause us to fail to meet our reporting obligations. Inferior internal controls would also cause investors to lose confidence in our reported financial information, which would have a negative effect on our company and the trading price of our Common Stock.

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with U.S. generally accepted accounting principles. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of annual or interim financial statements will not be prevented or detected on a timely basis.

As of December 31, 2020, we have identified certain matters that constituted material weaknesses in our internal controls over financial reporting. As a result, current and potential stockholders could lose confidence in our financial reporting, which would harm our business and the trading price of our Common Stock. As of June 30, 2021, our management concluded that such material weaknesses in our internal controls over financial reporting continue to exist.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the sections entitled "Risk Factors", "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business" included in this prospectus and in our other filings with the SEC incorporated by reference to the registration statement of which this prospectus forms a part, contains forward-looking statements within the meaning of Section 21(E) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 27A of the Securities Act. These forward-looking statements include, without limitation: statements regarding proposed new products or services; statements concerning litigation or other matters; statements concerning projections, predictions, expectations, estimates or forecasts for our business, financial and operating results and future economic performance; statements of our management's goals and objectives; statements concerning our competitive environment, availability of resources and regulation; trends affecting our financial condition, results of operations or future prospects; our financing plans or growth strategies; and other similar expressions concerning matters that are not historical facts. Words such as "may", "will", "should", "could", "would", "predicts", "potential", "continue", "expects", "anticipates", "future", "intends", "plans", "believes" and "estimates," and variations of such terms or similar expressions, are intended to identify such forward-looking statements.

Forward-looking statements should not be read as a guarantee of future performance or results and will not necessarily be accurate indications of the times at, or by which, that performance or those results will be achieved. Forward-looking statements are based on information available at the time they are made and/or our management's good faith belief as of that time with respect to future events and are subject to risks and uncertainties that could cause actual performance or results to differ materially from what is expressed in or suggested by the forward-looking statements.

Forward-looking statements speak only as of the date they are made. You should not put undue reliance on any forward-looking statements. We assume no obligation to update forward-looking statements to reflect actual results, changes in assumptions or changes in other factors affecting forward-looking information, except to the extent required by applicable securities laws. If we do update one or more forward-looking statements, no inference should be drawn that we will make additional updates with respect to those or other forward-looking statements. You should review our subsequent reports filed with the SEC described in the sections of this prospectus entitled "Where You Can Find More Information" and "Incorporation of Documents by Reference," all of which are accessible on the SEC's website at *www.sec.gov*.

INDUSTRY AND MARKET DATA

Unless otherwise indicated, information contained in this prospectus concerning our industry and the market in which we operate, including our market position, market opportunity and market size, is based on information from various sources, on assumptions that we have made based on such data and other similar sources and on our knowledge of the markets for our products. These data sources involve a number of assumptions and limitations, and you are cautioned not to give undue weight to such estimates. In addition, all of the information in this prospectus concerning our industry and the market in which we operate, including our market position, market opportunity, size and growth, does not take into account the effects that COVID-19 has had on such industry and market.

We have not independently verified any third-party information. While we believe the market position, market opportunity and market size information included in this prospectus is generally reliable, such information is inherently imprecise. In addition, projections, assumptions and estimates of our future performance and the future performance of the industry in which we operate is necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section titled "Risk Factors" and elsewhere in this prospectus. These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties and by us.

USE OF PROCEEDS

We estimate that the net proceeds to us from the sale of the securities offered by this prospectus in this offering will be $12,265,114 ($14,117,029 if the underwriters exercise their over-allotment option in full solely for shares of Common Stock and $12,296,449 if the underwriters exercise their over-allotment option in full solely for Warrants), based on an assumed combined public offering price of $0.601 per share and accompanying Warrant, excluding any exercise of the Warrants, and after deducting commissions and estimated offering expenses payable by us. We will only receive additional proceeds from the exercise of the Warrants issuable in this offering if the Warrants are exercised at their assumed exercise price of $0.6611 per share of Common Stock and the holders of such Warrants pay the exercise price of such Warrants in cash.

As of the date of this prospectus, we cannot predict with certainty all the uses for the net proceeds to be received upon the completion of this offering. We currently intend to use the net proceeds from this offering for new product development, working capital and liability reduction purposes. We may also use a portion of the net proceeds for the acquisitions of businesses, products, technologies or licenses that are complementary to our business, although we have no present commitments or agreements to do so. We have not allocated specific amounts of net proceeds for any of these purposes.

Each $1.00 increase in the assumed combined public offering price of $0.601 per share and accompanying Warrant, would increase the net proceeds to us from this offering by approximately $20.9 million, assuming the number of shares of Common Stock and Warrants offered by us, as set forth on the cover of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us and assuming no exercise of the Warrants and the underwriter's over-allotment option. We may also increase or decrease the number of shares of Common Stock and Warrants that we are offering. An increase (decrease) of 1,000,000 shares of Common Stock and Warrants offered by us would increase (decrease) the net proceeds to us from this offering by approximately $0.6 million, after deducting underwriting discounts and commissions and estimated offering expenses payable by us and assuming no exercise of the underwriter's over-allotment option and that the combined public offering price of such shares of Common Stock and accompanying Warrants remains as set forth on the cover page of this prospectus remains the same. The as adjusted information discussed above is illustrative only and will adjust based on the actual combined public offering price and other terms of this offering determined at pricing.

The allocation of the net proceeds of the offering set forth above is based upon our current plans and assumptions regarding industry and general economic conditions, our future revenues and expenditures. The amounts and timing of our actual expenditures may vary significantly and will depend on numerous factors, including market conditions, cash generated or used by our operations, business developments and opportunities that may arise and related rate of growth. We may find it necessary or advisable to use portions of the proceeds from this offering for other purposes.

Circumstances that may give rise to a change in the use of proceeds and the alternate purposes for which the proceeds may be used include:

- the existence of other opportunities or the need to take advantage of changes in timing of our existing activities;
- the need or desire on our part to accelerate, increase or eliminate existing initiatives due to, among other things, changing market conditions and competitive developments; and/or
- if strategic opportunities present themselves (including acquisitions, joint ventures, licensing and other similar transactions).

From time to time, we evaluate these factors and other factors and we anticipate continuing to make such evaluations to determine if the existing allocation of resources, including the proceeds of this offering, is being optimized.

We believe that the net proceeds of this offering, together with the net proceeds from the August Offering and cash on hand, will be sufficient to fund our operations through the balance of 2021 and for the foreseeable future. Should we find it necessary to raise additional funding, additional capital may not be available on terms favorable to us, or at all. If we raise additional funds by issuing equity securities, our stockholders may experience dilution. Debt financing, if available, may involve restrictive covenants or additional security interests in our assets. Any additional debt or equity financing that we complete may contain terms that are not favorable to us or our stockholders. If we raise additional funds through collaboration and licensing arrangements with third parties, it may be necessary to relinquish some rights to our technologies or products or grant licenses on terms that are not favorable to us. If we are unable to raise adequate funds, we may have to delay, reduce the scope of, or eliminate some or all of, our development programs or liquidate some or all of our assets.

DIVIDEND POLICY

We have never declared or paid any dividends on our Common Stock. We currently intend to retain all available funds and any future earnings for the operation and expansion of our business and, therefore, we do not anticipate declaring or paying dividends in the foreseeable future.

Additionally, the holder of our shares of Series C Preferred Stock are entitled to receive dividends pursuant to the Series C Certificate of Designations and the holders of our shares of Series F Preferred Stock are entitled to receive dividends pursuant to the Series F Certificate of Designations. The Series C Certificate of Designations requires us to pay cash dividends on our Series C Preferred Stock on a quarterly and cumulative basis at a rate of five percent (5%) per annum commencing on the date of issuance of such shares, which rate increases to fifteen percent (15%) per annum in the event that the Company's market capitalization is $50 million or greater for thirty consecutive days. Since inception and to date, we have declared and paid an aggregate of approximately $660,921 in dividends on our shares of Series C Preferred Stock. See also "Prospectus Summary – Recent Developments – Settlement Agreement with GDMSAI". The Series F Certificate of Designation requires us to pay dividends on our Series F Preferred Stock at a rate of ten percent (10%) per annum commencing on the date of issuance of such shares, which are payable until the earlier of the date on which such shares are converted or twelve months from such date of issuance. To date, we have not declared or paid dividends on our shares of Series F Preferred Stock, but we expect to declare and pay dividends on such shares as required by the Series F Certificate of Designation.

The payment of dividends on our Common Stock will be at the discretion of our Board, are subject to the terms of the Series C Certificate of Designations and the Series F Certificate of Designation and the dividend payments made to holders of our shares of Series C Preferred Stock and Series F Preferred Stock, and will depend on our results of operations, capital requirements, financial condition, prospects, contractual arrangements, any limitations on payment of dividends present in our future debt agreements, and other factors that our Board may deem relevant.

CAPITALIZATION

The following table sets forth our actual cash and cash equivalents and our capitalization as of June 30, 2021:

- on an actual basis;
- on a pro forma basis to give effect to the (i) the receipt of funds from the issuance and sale of the following securities, pursuant to a private placement offering that we closed on August 16, 2021: (x) an aggregate of 1,333,333 shares of our Series F Preferred Stock and (y) August Warrants to purchase up to an aggregate of 6,666,665 shares of Common Stock at an exercise price of $0.78 per share; (ii) the cash payment of $250,000 to GDMSAI pursuant to the Settlement Agreement; (iii) the $1,064,627 voluntary prepayment on our term loan to CrowdOut; (iv) the issuance of 500,000 shares of Common Stock to Mr. Miceli in September 2021; and (v) the conversion of 993,333 shares of Series F Preferred Stock into 5,445,008 shares of Common Stock, assuming a Reset Conversion Price of $0.54729 per share; and
- on a pro forma as adjusted basis to give further effect to the issuance and sale of (i) 22,462,562 shares of our Common Stock and accompanying Warrants to purchase up to 22,462,562 shares of our Common Stock at a combined assumed public offering price of $0.601 per share and accompanying Warrant, after deducting commissions and estimated offering expenses payable by us.

You should read this information in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our condensed consolidated financial statements and related notes appearing in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2021 and our Annual Report on Form 10-K for the fiscal year ended December 31, 2020, which are incorporated by reference in this prospectus. The information below has also been provided on an as adjusted basis to give further effect to this current offering.

	As of June 30, 2021		
	Actual (unaudited)	**Pro Forma**	**Pro Forma As Adjusted (unaudited)**
Cash and cash equivalents	$ 3,242,925	$ 5,727,414	$ 17,992,528
Borrowings	1,064,627	-	-
Series C Preferred Stock, par value $0.0001 per share: 2,000 shares designated, issued and outstanding – actual, pro forma and pro forma as adjusted, respectively	1,807,300	1,807,300	1,807,300
Stockholders' Equity:			
Preferred stock, par value $0.0001 per share: 10,000,000 shares authorized:			
Series A Preferred Stock, par value $0.0001 per share: 0 shares designated, issued and outstanding – actual, pro forma and pro forma as adjusted, respectively	-	-	-
Series B Preferred Stock, par value $0.0001 per share: 0 shares designated, issued and outstanding – actual, pro forma and pro forma as adjusted, respectively	-	-	-
Series D Preferred Stock, par value $0.0001 per share: 0 shares designated, issued and outstanding – actual, pro forma and pro forma as adjusted, respectively	-	-	-
Series E Preferred Stock, par value $0.0001 per share: 0 shares designated, issued and outstanding – actual, pro forma and pro forma as adjusted, respectively	-	-	-
Series F Preferred Stock, par value $0.0001 per share: 1,333,333 shares designated and 0 shares, 340,000 shares and 340,000 shares issued and outstanding – actual, pro forma and pro forma as adjusted, respectively	-	1,020,000	1,020,000
Common Stock, par value $0.0001 per share: 100,000,000 shares authorized and 53,311,898 shares, 59,256,907 and 81,719,469 shares of Common Stock issued and outstanding – actual, pro forma and pro forma as adjusted	5,331	5,926	8,172
Additional paid-in capital	89,041,202	92,120,223	104,383,091
Accumulated deficit	(71,686,703)	(71,686,703)	(71,686,703)
Total stockholders' equity	17,359,830	21,459,446	33,724,560
Total capitalization	$ 20,231,757	$ 23,266,746	$ 35,531,860

A $1.00 increase in the assumed combined public offering price of $0.601 per share and accompanying Warrant (which is based on the last reported closing price of our Common Stock of $0.601 per share on September 8, 2021), would increase cash and cash equivalents, working capital, total assets, and total stockholders' equity by approximately $20.9 million, assuming the number of shares of Common Stock and Warrants offered by us, as set forth on the cover of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us and assuming no exercise of the Warrants and the underwriter's over-allotment option. An increase (decrease) in the number of shares of Common Stock and Warrants that we are offering of 1,000,000 shares of Common Stock and Warrants offered by us would increase (decrease) cash and cash equivalents, working capital, total assets, and total stockholders' equity by approximately $0.6 million, after deducting underwriting discounts and commissions and estimated offering expenses payable by us and assuming no exercise of the underwriter's over-allotment option and that the combined public offering price of such shares of Common Stock and accompanying Warrants remains as set forth on the cover page of this prospectus remains the same. The pro forma as adjusted information discussed above is illustrative only and will adjust based on the actual combined public offering price and other terms of this offering determined at pricing.

The total number of shares of our Common Stock reflected in the discussion and tables above is based on 53,311,898 shares of our Common Stock outstanding as of June 30, 2021 and assumes no exercise of the underwriter's over-allotment option, which number of outstanding shares excludes as of such date: (i) the exercise of outstanding warrants to purchase up to an aggregate of 9,378,133 shares of Common Stock at a weighted average exercise price of $1.70 per share; (ii) the exercise of outstanding options granted to certain directors of the Company to purchase up to an aggregate of 408,584 shares of Common Stock at a weighted average exercise price of $0.59 per share; (iii) the conversion of the 1,333,333 outstanding shares of Series F Preferred Stock into any shares of Common Stock; and (iv) the exercise of any Warrants issued in connection with this offering.

DILUTION

If you invest in the securities being offered by this prospectus, your interest will be diluted immediately to the extent of the difference between the combined public offering price per share and accompanying Warrant and the adjusted net tangible book value per share of our Common Stock after this offering.

Our net tangible book value as of June 30, 2021 was approximately $(2,980,517), or $(0.06) per share of our Common Stock. Net tangible book value per share is equal to our total tangible assets minus total liabilities, all divided by 53,311,898 shares of Common Stock outstanding at June 30, 2021.

After giving effect to the pro forma effect of (i) the receipt of funds from the issuance and sale of the following securities, pursuant to a private placement offering that we closed on August 16, 2021: (x) an aggregate of 1,333,333 shares of our Series F Preferred Stock and (y) August Warrants to purchase up to an aggregate of 6,666,665 shares of Common Stock at an exercise price of $0.78 per share; (ii) the cash payment of $250,000 to GDMSAI pursuant to the Settlement Agreement; (iii) the $1,064,627 voluntary prepayment on our term loan to CrowdOut, (iv) the issuance of 500,000 shares of Common Stock to Mr. Miceli in September 2021 and (v) the conversion of 993,333 shares of Series F Preferred Stock into 5,445,008 shares of Common Stock, assuming a Reset Conversion Price of $0.54729 per share, our pro forma net tangible book value as of June 30, 2021 would have been approximately $99,099 or approximately $0 per share, assuming no conversion of the remaining 340,000 outstanding shares of Series F Preferred Stock. After giving effect to the pro forma events listed above and to our sale in this offering of 22,462,562 shares of Common Stock and accompanying Warrants offered by this prospectus (assuming a combined public offering price of $0.601 per share of Common Stock and accompanying Warrant), and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us, assuming no exercise of the Warrants, assuming no exercise by the underwriter of the over-allotment option, our pro forma as adjusted net tangible book value as of June 30, 2021 would have been approximately $12,364,213 or approximately $0.15 per share. This represents an immediate increase in pro forma as adjusted net tangible book value of approximately $0.15 per share to our existing stockholders and an immediate dilution in pro forma as adjusted net tangible book value of approximately $0.45 per share to purchasers of our securities in this offering, as illustrated by the following table:

Combined assumed public offering price per share of Common Stock and accompanying Warrant			$	0.601
Historical net tangible book value per share at June 30, 2021, before giving effect to this offering	$	(0.06)		
Increase in pro forma net tangible book value per share at June 30, 2021, attributable to current shareholders before giving effect to this offering (assuming conversion of all outstanding shares of Series F Preferred Stock at a Reset Conversion Price equal to $0.54729 per share)	$	0.06		
Pro forma net tangible book value per share at June 30, 2021, before giving effect to this offering (assuming conversion of all outstanding shares of Series F Preferred Stock at a Reset Conversion Price equal to $0.54729 per share)	$	0.00		
Increase (decrease) in pro forma as adjusted net tangible per share attributable to investors in this offering	$	0.15		
Pro forma as adjusted net tangible book value per share, as adjusted to give effect to this offering	$	0.15		
Dilution to pro forma as adjusted net tangible book value per share to investors in this offering			$	0.45

If the underwriters exercise their option only to purchase 3,369,384 additional shares of Common Stock in this offering at the assumed offering price of $0.591 per share attributed to the Common Stock, after deducting the underwriting discounts and commissions and based on the other above assumptions, the pro forma as adjusted net tangible book value per share after this offering would be $0.17 per share, the incremental increase in the pro forma as adjusted net tangible book value per share to existing stockholders would be $0.02 per share and the dilution to new investors purchasing shares in this offering would be $0.43 per share. If the underwriters exercise their option only to purchase 3,369,384 additional Warrants in this offering at the assumed offering price of $0.01 per Warrant attributed to the Warrants, after deducting the underwriting discounts and commissions and based on the other above assumptions, the pro forma as adjusted net tangible book value per share after this offering would be $0.15 per share, there would be no increase in the pro forma as adjusted net tangible book value per share to existing stockholders and the dilution to new investors purchasing shares in this offering would be $0.45 per share.

A $1.00 increase in the assumed combined public offering price of $0.601 per share and accompanying Warrant (which is based on the last reported closing price of our Common Stock of $0.601 per share on September 8, 2021), would increase our pro forma as adjusted net tangible book value after giving effect to this offering by approximately $20,890,183 and the dilution to pro forma as adjusted net tangible book value per share to new investors in this offering by $1.19 per share, assuming the number of shares of Common Stock and Warrants offered by us, as set forth on the cover of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us and assuming no exercise of the Warrants and the underwriter’s over-allotment option.

The following table summarizes as of June 30, 2021, on a pro forma as adjusted basis, as described above, the number of shares of our Common Stock, the total consideration and the average price per share (1) paid to us by our existing stockholders and (2) to be paid by investors purchasing shares of our Common Stock and accompanying Warrants in this offering, assuming a combined public offering price of $0.601 per share of Common Stock and accompanying Warrant offered by this prospectus, before deducting underwriting discounts and commissions and estimated offering expenses payable by us:

	Shares Purchased		Total Consideration		Average Price
	Number	Percent	Amount	Percent	Per Share
Existing stockholders	59,256,907	72.5%	$ 93,176,705	87.3%	$ 1.572
New investors	22,462,562	27.5%	$ 13,500,000	12.7%	0.601
Total	81,719,469	100.0%	106,676,705	$ 100.0%	$ 1.305

The total number of shares of our Common Stock reflected in the discussion and tables above is based on 53,311,898 shares of our Common Stock outstanding as of June 30, 2021 and the 53,311.898 does not take into account the exercise of the underwriter's over-allotment option and excludes as of such date: (i) the exercise of outstanding warrants to purchase up to an aggregate of 9,378,133 shares of Common Stock at a weighted average exercise price of $1.70 per share; (ii) the exercise of outstanding options granted to certain directors of the Company to purchase up to an aggregate of 408,854 shares of Common Stock at a weighted average exercise price of $0.59 per share; (iii) the conversion of the 1,333,333 outstanding shares of Series F Preferred Stock into any shares of Common Stock; and (iv) the exercise of any Warrants issued in connection with this offering.

To the extent that our outstanding options, warrants or shares of Series F Preferred Stock are exercised or converted, as applicable, you could experience further dilution. To the extent that we raise additional capital through the sale of additional equity, the issuance of any of our shares of Common Stock could result in further dilution to our stockholders.

PROPERTIES

Our principal offices are located at 288 Christian Street, Hangar C, 2nd Floor, Oxford, Connecticut 06478, and our telephone number is (203) 266-2103. The principal offices of LogicMark are located at 2801 Diode Lane, Louisville, Kentucky 40299. Our corporate telephone number is (203) 266-2103. We believe the current offices and facilities for us and our subsidiaries are adequate for the near future.

LEGAL PROCEEDINGS

On February 24, 2020, the Shareholder Representative and the Fit Pay Shareholders filed a lawsuit in the United States District Court for the Southern District of New York against the Company, CrowdOut Capital, LLC, and Garmin International, Inc. (the "Complaint"). See Orlando v. Nxt-ID, Inc. No. 20-cv-1604 (S.D.N.Y.). The Complaint alleges that the Company has breached certain contractual obligations under a merger agreement, dated May 23, 2017, between Fit Pay and the Company, regarding certain future, contingent earnout payments allegedly that could be owed to the Fit Pay Shareholders from future revenues. The Complaint seeks unspecified monetary damages from the defendants. While we believe that these claims are without merit and we plan to vigorously defend the action, there is no assurance that we will be successful in such defense. On May 12, 2020, the Company filed an answer and counterclaims alleging, among other things, fraud and breach of fiduciary duty of the Shareholder Representative as well as arguing that the Shareholder Representative should be estopped from pursuing these claims. The Company has moved for summary judgment to have the lawsuit dismissed. In March 2021, following our successful application to stay all discovery, the court granted CrowdOut and Garmin's separate motions to dismiss. The Shareholder Representative's claim against the Company still remains and the Company's motion for summary judgment is still pending. See "Prospectus Summary – Legal Proceedings".

DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Except as superseded by the disclosure in this section, the disclosure of the Company's directors, executive officers and corporate governance in Part III, Item 10 of the Company's Annual Report on Form 10-K as filed with the SEC on April 15, 2021 is incorporated herein by reference (see "Incorporation of Certain Information by Reference"):

Our executive officers and directors and their ages and positions are as follows:

Name	Age	Position	Date First Elected or Appointed
Chia-Lin Simmons	48	Chief Executive Officer and Director	June 14, 2021
Mark Archer	64	Interim Chief Financial Officer	July 15, 2021
Major General David R. Gust, USA, Ret	78	Director	June 25, 2012
Michael J. D'Almada-Remedios, PhD	58	Director	September 26, 2013
Daniel P. Sharkey	64	Director	June 23, 2014
Robert A. Curtis, Pharm.D.	66	Director	July 25, 2018

Chia-Lin Simmons, Chief Executive Officer and Director

Ms. Simmons has served as Chief Executive Officer and a director of the Company since June 14, 2021. From 2016 to June 2021, Ms. Simmons served as the CEO and co-founder of LookyLoo, Inc., an artificial intelligence social commerce company. Ms. Simmons currently also serves as a member of the board of directors for Servco Pacific Inc., a global automotive and consumer goods company with businesses in mobility, automotive distribution and sales, and entertainment, and for New Energy Nexus, an international organization that supports clean energy entrepreneurs with funds, accelerators and networks. From 2014 to 2016, Ms. Simmons served as Head of Global Partner Marketing at Google Play, prior to which, between 2010 and 2014, she served as VP of Marketing & Content for Harman International. Ms. Simmons received her B.A. in Communications, Magna cum Laude and Phi Beta Kappa, from the University of California, San Diego in 1995. She also received her M.B.A. from Cornell University in 2002, and her J.D. from George Mason University in 2005, and is currently a licensed attorney in the State of New York. The Company believes that Ms. Simmons' broad technology industry expertise, her experience in product development and launch, and her role as Chief Executive Officer give her the qualifications and skills to serve as a member of the Board.

Mark Archer, Interim Chief Financial Officer

Mr. Archer currently serves as a Partner at FLG Partners, LLC ("FLG Partners"), a Silicon Valley chief financial officer services and board advisory consultancy firm. Mr. Archer has over 40 years of financial and operational experience, including assignments in technology and consumer products companies. Prior to joining FLG Partners in April 2021, from 1997 to 2020, Mr. Archer served as Executive Vice President and Chief Financial Officer of Saxco International LLC, a leading US distributor of glass and other rigid packaging solutions to the wine, beer and spirits industries. Prior to his time at Saxco International LLC, from 2016 to 2018, Mr. Archer served as President and Chief Executive Officer of Swarm Technology LLC, a growth stage technology company developing proprietary software, using Internet of Things architecture, and manufacturing hardware for direct sales to the agricultural industry. Mr. Archer received both his B.S. degree in Business Administration and an M.B.A. in Finance from the University of Southern California.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Other than compensation arrangements for our directors and executive officers, the following is a summary of transactions since the years ended December 31, 2020, 2019 and 2018 to which we have been a party in which the amount involved exceeded the lesser of (i) $120,000 or (ii) one percent of the average of our total assets at year-end for the last two completed fiscal years, and in which any of our then directors, executive officers or holders of more than 5% of any class of our stock at the time of such transaction, or any members of their immediate family, had or will have a direct or indirect material interest.

On August 16, 2021, we closed the August Offering, which was conducted pursuant to the August Purchase Agreement, whereby we issued to certain institutional investors, including Anson Investments Master Fund LP and Alpha Capital Anstalt, each of which beneficially owned 5% or more of our outstanding shares of Common Stock at such time (collectively, the "Investors"), in a private placement offering (i) an aggregate of 1,333,333 shares of Series F Preferred Stock and (ii) the August Warrants exercisable for up to 6,666,665 shares of Common Stock at an exercise price of $0.78 per share, subject to customary adjustments thereunder, which are exercisable six months from the date of issuance and have terms of five and a half (5.5) years. Anson Investments Master Fund received 666,666 shares of Series F Preferred Stock and August Warrants exercisable for up to 3,333,330 shares of Common Stock in consideration for approximately $2 million and Alpha Capital Anstalt received 333,333 shares of Series F Preferred Stock and August Warrants exercisable for up to 1,666,665 shares of Common Stock in consideration for $1 million. The August Offering resulted in gross proceeds of approximately $4 million, before deducting any offering expenses.

On February 2, 2021, we closed concurrent registered direct and private placement offerings pursuant to a securities purchase agreement, dated as of January 29, 2021 (the "January Purchase Agreement"), in which we issued to the Investors, each of which beneficially owned 5% or more of our outstanding shares of Common Stock at such time, an aggregate of 1,476,016 shares of Series E Preferred Stock and common stock purchase warrants exercisable for an aggregate of 2,952,032 shares of Common Stock (such concurrent offerings collectively, the "February Offering"), which was conducted pursuant to pursuant to a securities purchase agreement, dated as of January 29, 2021. Such warrants were exercisable at an exercise price of $1.23 per share, subject to customary adjustments thereunder, which were exercisable immediately upon issuance and had five year terms. The February Offering resulted in gross proceeds to the Company of approximately $4 million, before deducting any offering expenses, and the Investors participated equally with respect to the consideration paid and the amount of securities received pursuant to the February Offering.

During the year ended December 31, 2018, we recognized revenue of $737,993 from WorldVentures Holdings, LLC ("WVH"), a related party. Dr. D'Almada-Remedios, a director of the Company, was the former Chief Executive Officer of Flye Inc., a payment technology company owned by WVH. In addition, our accounts receivable, net balance at December 31, 2018 included $0, due from WVH.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth, as of September 10, 2021, information regarding beneficial ownership of our capital stock by:

- each person, or group of affiliated persons, who is known by us to beneficially own more than 5% of our Common Stock, Series C Preferred Stock and Series F Preferred Stock;
- each of our named executive officers;
- each of our directors; and
- all of our executive officers and directors as a group.

The percentage ownership information shown in the table prior to this offering is based upon 59,256,907 shares of Common Stock, 2,000 shares of Series C Preferred Stock and 340,000 shares of Series F Preferred Stock outstanding as of September 10, 2021. The percentage ownership information shown in the table after this offering is based upon 81,719,469 shares of Common Stock (based on the sale of 22,462,562 shares of Common Stock in this offering, assuming a combined public offering price of $0.601 per share and accompanying Warrant), 2,000 shares of Series C Preferred Stock and 340,000 shares of Series F Preferred Stock outstanding as of such date, assuming no exercise of any Warrants and no exercise by the underwriters of their over-allotment option. For purposes of determining the number of shares of Common Stock issuable upon the conversion of the 993,333 shares of Series F Preferred Stock converted as of September 10, 2021 and the number of shares of Common Stock issuable upon conversion of the 340,000 shares of Series F Preferred Stock outstanding, a Reset Conversion Price of $0.54729 per share has been assumed for the Conversion Price Reset Calculation Period, as only the average VWAPs for the four consecutive trading days after the effective date of the Resale Registration Statement has been calculated as of the date of this prospectus. The actual Reset Conversion Price for all five trading days of the Conversion Price Reset Calculation Period (which is subject to further adjustment pursuant to the Series F Certificate of Designation upon the closing of this offering if the public offering price of the shares of Common Stock is lower than the actual Reset Conversion Price on the date of such closing) has not been included in this prospectus, and the assumed Reset Conversion Price is based on the assumption that the fifth day's VWAP is consistent with the VWAPs of the four previous trading days.

Beneficial ownership is determined according to the rules of the SEC and generally means that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power of that security, including securities that are exercisable for shares of Common Stock or Series C Preferred Stock within sixty (60) days of September 10, 2021. Except as indicated by the footnotes below, we believe, based on the information furnished to us, that the persons named in the table below have sole voting and investment power with respect to all shares of Common Stock, Series C Preferred Stock or Series F Preferred Stock shown that they beneficially own, subject to community property laws where applicable.

For purposes of computing the percentage of outstanding shares of our Common Stock, Series C Preferred Stock and Series F Preferred Stock held by each person or group of persons named above, any shares of Common Stock, Series C Preferred Stock or Series F Preferred Stock that such person or persons has the right to acquire within sixty (60) days of September 10, 2021 is deemed to be outstanding, but is not deemed to be outstanding for the purpose of computing the percentage ownership of any other person. The inclusion herein of any shares of Common Stock, Series C Preferred Stock and Series F Preferred Stock listed as beneficially owned does not constitute an admission of beneficial ownership. Unless otherwise identified, the address of each beneficial owner listed in the table below is c/o Nxt-ID, Inc., 288 Christian Street, Hangar C 2nd Floor, Oxford, CT 06478.

Name of Beneficial Owner	Shares Beneficially Owned Prior to the Offering							Shares Beneficially Owned After the Offering						
	Common Stock		Series C Preferred Stock		Series F Preferred Stock		% Total Voting	Common Stock		Series C Preferred Stock		Series F Preferred Stock		% Total Voting
Non-Director or Officer 5% Stockholders:	**Shares**	**%**	**Shares**	%	**Shares**	%	**Power[1]**	**Shares**	**%**	**Shares**	%	**Shares**	**%**	**Power[1]**
Anson Investments Master Fund LP[2]	6,171,196	9.99%	-	-	-	-	9.99%	7,606,359	8.88%	-	-	-	-	8.88%
Alpha Capital Anstalt[3]	3,907,884	6.49%	-	-	173,333	50.98%	6.49%	5,087,636	6.07%	-	-	173,333	50.98%	6.07%
3i, LP[4]	1,827,188	3.04%	-	-	166,667	49.02%	3.04%	1,827,188	2.21%	-	-	166,667	49.02%	2.21%
Giesecke & Devrient Mobile Security America, Inc.[5]	584,795	*	2,000	100%	-	-	*	584,795	*	2,000	100%	-	-	*
Directors and executive officers:														
Chia-Lin Simmons Chief Executive Officer and Director[6]	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mark Archer Interim Chief Financial Officer	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vincent S. Miceli[7] Former Chief Executive Officer, Former Chief Financial Officer and Former Director	1,077,517	1.82%	-	-	-	-	1.82%	1,077,517	1.32%	-	-	-	-	1.32%
Major General David R. Gust, USA, Ret. Director[8]	368,669	*	-	-	-	-	*	368,669	*	-	-	-	-	*
Michael J. D'Almada-Remedios, PhD Director[9]	374,037	*	-	-	-	-	*	374,037	*	-	-	-	-	*
Daniel P. Sharkey Director[10]	363,657	*	-	-	-	-	*	363,657	*	-	-	-	-	*
Robert A. Curtis, Pharm.D. Director[11]	278,566	*	-	-	-	-	*	278,566	*	-	-	-	-	*
Directors and Executive Officers as a Group (7 persons)	**2,462,446**	4.13%	-	-	-	-	4.13%	**2,462,446**	3.00%	-	-	-		3.00%

* Less than 1%

(1) Percentage of total voting power represents voting power with respect to all shares of our Common Stock and Series C Preferred Stock, which have the same voting rights as our shares of Common Stock. The holders of our Common Stock and Series C Preferred Stock are each entitled to one vote per share. The holders of our Series F Preferred Stock vote on an as-converted to Common Stock basis with respect to all matters on which the holders of Common Stock are entitled to vote.

(2) Shares of Common Stock issuable upon exercise or conversion prior to the offering (i) include warrants exercisable for up to an aggregate of 9,450,413 shares of Common Stock, which warrants are subject to, as applicable, certain beneficial ownership limitations, which provide that a holder of such warrants will not have the right to exercise any portion thereof if such holder, together with its affiliates, would beneficially own in excess of 4.99% or 9.99%, as applicable, of the number of shares of Common Stock outstanding immediately after giving effect to such exercise, provided that upon at least 61 days' prior notice to us, such holder may increase or decrease such limitation up to a maximum of 9.99% of the number of shares of Common Stock outstanding; and (ii) exclude the August Warrants exercisable for up to 3,333,330 shares of Common Stock which are not exercisable for shares of Common Stock within 60 days after September 10, 2021. Anson Investments Master Fund LP's ("AIMF") beneficial ownership prior to the offering consists of (a) 3,654,366 shares of Common Stock that were issued upon conversion of 666,666 shares of Series F Preferred Stock, assuming a Reset Conversion Price equal to $0.54729 per share, and (b) warrants subject to 4.99% and 9.99% beneficial ownership limitations, as applicable, exercisable and convertible for up to an aggregate of 2,516,830 shares of Common Stock, which equals beneficial ownership of 9.99% of the shares of Common Stock outstanding. An aggregate of an additional 6,933,580 shares of Common Stock issuable upon the exercise of warrants are not currently exercisable as a result of applicable beneficial ownership limitations and/or because such shares are not exercisable within 60 days of September 10, 2021.

AIMF's beneficial ownership subsequent to the offering consists of (i) 3,654,366 shares of Common Stock that were issued upon conversion of 666,666 shares of Series F Preferred Stock, assuming a Reset Conversion Price equal to $0.54729 per share, and (ii) warrants subject to 4.99% and 9.99% beneficial ownership limitations, as applicable, exercisable for up to an aggregate of 7,606,359 shares of Common Stock, which equals beneficial ownership of 8.88% of the shares of Common Stock outstanding. An aggregate of an additional 5,498,417 shares of Common Stock issuable upon the exercise of warrants are not currently exercisable as a result of applicable beneficial ownership limitations and/or because such shares are not exercisable within 60 days of September 10, 2021.

Anson Advisors Inc. ("AAI") and Anson Funds Management LP ("AFM", and together with AAI, "Anson") are the co-investment advisers of AIMF. Anson holds voting and dispositive power over the securities held by AIMF. Bruce Winson is the managing member of Anson Management GP LLC, which is the general partner of AFM. Moez Kassam and Amin Nathoo are directors of AAI. Mr. Winson, Mr. Kassam and Mr. Nathoo each disclaim beneficial ownership of these securities except to the extent of their pecuniary interest therein. The principal business address of the AIMF is Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands.

(3) Shares of Common Stock issuable upon exercise or conversion prior to the offering (i) include 2,064,042 shares of Common Stock, warrants exercisable for an aggregate of 4,011,432 shares of Common Stock and 173,333 shares of Series F Preferred Stock convertible into 950,134 shares of Common Stock, assuming a Reset Conversion Price equal to $0.54729 per share, which warrants and shares of Series F Preferred Stock are subject to, as applicable, certain beneficial ownership limitations, which provide that a holder of such warrants and such shares of Series F Preferred Stock will not have the right to exercise any portion thereof if such holder, together with its affiliates, would beneficially own in excess of 4.99% or 9.99%, as applicable, of the number of shares of Common Stock outstanding immediately after giving effect to such exercise, provided that upon at least 61 days' prior notice to us, such holder may increase or decrease such limitation up to a maximum of 9.99% of the number of shares of Common Stock outstanding; and (ii) exclude the August Warrants exercisable for up to 1,666,665 shares of Common Stock which are not exercisable for shares of Common Stock within 60 days after September 10, 2021. Alpha Capital Anstalt's beneficial ownership prior to the offering consists of (a) 2,941,091 shares of Common Stock, of which 877,049 shares of Common Stock that were issued upon conversion of 160,000 shares of Series F Preferred Stock, assuming a Reset Conversion Price equal to $0.54729 per share, and (b) warrants subject to 4.99% and 9.99% beneficial ownership limitations, as applicable, exercisable for up to an aggregate of 16,659 shares of Common Stock, and shares of Series F Preferred Stock subject to 4.99% and 9.99% beneficial ownership limitations, as applicable, convertible into up to an aggregate of 950,134 shares of Common Stock, assuming a Reset Conversion Price equal to $0.54729 per share, which equals beneficial ownership of 6.49% of the Company's shares of Common Stock outstanding when aggregated with the 2,941,091 shares of Common Stock held by such holder. An aggregate of an additional 3,944,773 shares of Common Stock issuable upon the exercise of warrants are not currently exercisable as a result of applicable beneficial ownership limitations and/or because such shares are not exercisable within 60 days of September 10, 2021.

Alpha Capital Anstalt's beneficial ownership subsequent to the offering consists of (i) 2,941,091 shares of Common Stock, of which 877,049 that were issued upon conversion of 160,000 shares of Series F Preferred Stock, assuming a Reset Conversion Price equal to $0.54729 per share, and (ii) warrants subject to 4.99% and 9.99% beneficial ownership limitations, as applicable, exercisable for up to an aggregate of 1,196,411 shares of Common Stock, and shares of Series F Preferred Stock subject to 4.99% and 9.99% beneficial ownership limitations, as applicable, convertible into up to an aggregate of 950,134 shares of Common Stock, assuming a Reset Conversion Price equal to $0.54729 per share, which equals beneficial ownership of 6.07% of the shares of Common Stock outstanding when aggregated with the 2,941,091 shares of Common Stock held by such holder. An aggregate of an additional 2,815,021 shares of Common Stock issuable upon the exercise of warrants are not currently exercisable as a result of applicable beneficial ownership limitations and/or because such shares are not exercisable within 60 days of September 10, 2021. Additionally, Alpha Capital Anstalt's beneficial ownership includes approximately 51% of the outstanding shares of Series F Preferred Stock prior and subsequent to the offering.

Konrad Ackermann has voting and investment control over the securities held by Alpha Capital Anstalt. The principal business address of Alpha Capital Anstalt is c/o Lettstrasse 32, FL-9490 Vaduz, Furstentums, Liechtenstein.

(4) Shares of Common Stock issuable upon exercise or conversion prior and subsequent to the offering include a warrant exercisable for up to 1,666,670 shares of Common Stock and 166,667 shares of Series F Preferred Stock convertible into 913,594 shares of Common Stock, assuming a Reset Conversion Price equal to $0.54729 per share, which warrants and shares of Series F Preferred Stock are subject to, as applicable, certain beneficial ownership limitations, which provide that a holder of such warrants and such shares of Series F Preferred Stock will not have the right to exercise any portion thereof if such holder, together with its affiliates, would beneficially own in excess of 4.99% of the number of shares of Common Stock outstanding immediately after giving effect to such exercise, provided that upon at least 61 days' prior notice to us, such holder may increase or decrease such limitation up to a maximum of 9.99% of the number of shares of Common Stock outstanding. Beneficial ownership excludes an August Warrant exercisable for up to 1,666,670 shares of Common Stock which is not exercisable for shares of Common Stock within 60 days of September 10, 2021. 3i, LP's beneficial ownership consists of 913,594 shares of Common Stock that were issued upon conversion of 166,667 shares of Series F Preferred Stock, assuming a Reset Conversion Price equal to $0.54729 per share, and 913,594 additional shares of Common Stock issuable upon conversion of the remaining 166,667 shares of Series F Preferred Stock owned by such holder, subject to 4.99% and 9.99% beneficial ownership limitations, as applicable, which equals beneficial ownership of 3.04% of the shares of Common Stock outstanding prior to the offering and 2.21% subsequent to the offering, as well as beneficial ownership of approximately 49% of the outstanding shares of Series F Preferred Stock prior and subsequent to the offering. An aggregate of an additional 1,666,670 shares of Common Stock issuable upon the exercise of the August Warrants are not currently exercisable as a result of applicable beneficial ownership limitations and/or because such shares are not exercisable within 60 days of September 10, 2021.

The business address of 3i, LP is 140 Broadway, 38th Floor, New York, NY 10005. 3i, LP's principal business is that of a private investor. Maier Joshua Tarlow is the manager of 3i Management, LLC, the general partner of 3i, LP, and has sole voting control and investment discretion over securities beneficially owned directly indirectly by 3i Management, LLC and 3i, LP. Such persons and entities have been advised that none of Mr. Tarlow, 3i Management, LLC or 3i, LP is a member of FINRA or an independent broker-dealer, or an affiliate or associated person of a FINRA member or independent broker-dealer. Mr. Tarlow disclaims any beneficial ownership of the securities beneficially owned directly by 3i, LP and indirectly by 3i Management, LLC.

(5) G&D is the sole holder of our outstanding shares of Series C Preferred Stock and thus has 100% of the voting power of our outstanding shares of Series C Preferred Stock, which have the same voting rights as our shares of Common Stock (one vote per share). The address of Giesecke & Devrient Mobile Security America, Inc. ("G&D") is 45925 Horseshoe Drive, Dulles, VA 20166.

(6) Excludes 2,665,595 unvested shares of restricted Common Stock granted outside the 2013 Long Term Incentive Plan and the 2017 Stock Incentive Plan, which Ms. Simmons does not have the right to acquire within 60 days of September 10, 2021. Such shares of restricted Common Stock vest over a period of 48 months, with one quarter of such shares to vest on June 14, 2022, and thereafter, 1/36 of such shares to vest on the first day of each subsequent month until all such shares have vested, so long as Ms. Simmons remains in the service of the Company on each such vesting date.

(7) Includes an aggregate of 500,000 shares of Common Stock which have been issued to Mr. Miceli under the Company's 2013 Long-Term Stock Incentive Plan or its 2017 Stock Incentive Plan pursuant to the terms of an agreement, effective August 1, 2021, by and between the Company and Mr. Miceli.

(8) Includes stock options to purchase 102,146 shares of Common Stock at an average exercise price of $0.59 per share.

(9) Includes stock options to purchase 102,146 shares of Common Stock at an average exercise price of $0.59 per share.

(10) Includes stock options to purchase 102,146 shares of Common Stock at an average exercise price of $0.59 per share.

(11) Includes stock options to purchase 102,146 shares of Common Stock at an average exercise price of $0.59 per share.

DESCRIPTION OF SECURITIES THAT WE ARE OFFERING

We are offering 22,462,562 shares of our Common Stock and Warrants to purchase up to an aggregate of 22,462,562 shares of our Common Stock, which number of shares of Common Stock and accompanying Warrants are based on an assumed combined public offering price of $0.601 per share and accompanying Warrant. Each share of our Common Stock is being sold together with a Warrant to purchase one share of our Common Stock (other than shares of Common Stock sold in connection with the underwriter's exercise of the over-allotment option). The shares of our Common Stock will be issued separately from the accompanying Warrants. We are also registering the shares of our Common Stock issuable from time to time upon exercise of the Warrants offered hereby. The following descriptions of our Common Stock, Warrants and certain provisions of our Certificate of Incorporation, our by-laws and Delaware law are summaries. You should also refer to our Certificate of Incorporation and our by-laws, which are filed as exhibits to the registration statement of which this prospectus is part.

General

The Company is authorized to issue 110,000,000 shares of its capital stock consisting of (a) 100,000,000 shares of Common Stock and (b) 10,000,000 shares of "blank check" preferred stock, of which 3,125,000 shares of preferred stock were designated as the Series A Convertible Preferred Stock ("Series A Preferred Stock"), 4,500,000 shares of preferred stock were designated as the Series B Convertible Preferred Stock ("Series B Preferred Stock"), 2,000 shares of preferred stock were designated as the Series C Preferred Stock, 1,515,151 shares of preferred stock were designated as Series D Preferred Stock, 1,476,016 shares of preferred stock were designated as Series E Preferred Stock and 1,333,333 shares of preferred stock were designated as Series F Preferred Stock. On February 1, 2021, the Company filed a certificate with the Secretary of State of the State of Delaware eliminating and canceling all designations, rights, preferences and limitations of the Series D Preferred Stock, and all shares of Series D Preferred Stock resumed the status of authorized but unissued shares of preferred stock of the Company. On August 16, 2021, the Company filed a certificate with the Secretary of State of the State of Delaware eliminating and canceling all designations, rights, preferences and limitations of the Series E Preferred Stock, and all shares of Series E Preferred Stock resumed the status of authorized but unissued shares of preferred stock of the Company.

As of September 10, 2021, 59,256,907 shares of our Common Stock were issued and outstanding, held by 81 stockholders of record (which do not include shares of Common Stock held in street name), which number excludes the following as of such date: (i) the exercise of outstanding warrants to purchase up to an aggregate of 16,044,798 shares of Common Stock with an approximate weighted average exercise price and remaining life in years of $1.32 and 4.22, respectively, and (ii) the exercise of outstanding options to purchase up to an aggregate of 408,584 shares of Common Stock. In addition, as of September 10, 2021, 2,000 shares of our Series C Preferred Stock were issued and outstanding, held by 1 stockholder of record, 340,000 shares of Series F Preferred Stock were issued and outstanding, held by 2 stockholders of record, and no shares of our Series A Preferred Stock, Series B Preferred Stock, Series D Preferred Stock or Series E Preferred Stock were issued and outstanding. The Series C Preferred Stock ranks senior to the Common Stock and the Series F Preferred Stock with respect to dividends and redemption rights and rights upon liquidation, dissolution or winding up of the Company, and the Series F Preferred Stock ranks senior to the Common Stock with respect to dividends and redemption rights and rights upon liquidation, dissolution or winding up of the Company.

Availability of Authorized Shares of Common Stock

As of September 10, 2021, we had 59,256,907 shares of Common Stock outstanding, outstanding warrants exercisable for up to 16,044,798 shares of Common Stock, Series F Preferred Stock convertible into an aggregate of 1,863,728 shares of Common Stock (assuming the conversion of such shares of Series F Preferred Stock at $0.54729 per share) and options granted to members of our Board exercisable for up to 408,584 shares of Common Stock. Included in such 59,256,907 shares of Common Stock outstanding are 5,445,009 shares of Common Stock that were issued upon conversion of 993,333 shares of Series F Preferred Stock at the assumed Reset Conversion Price (as defined herein) and included in the 16,044,798 shares of Common Stock underlying outstanding warrants are 6,666,665 shares of Common Stock reserved for issuance upon exercise of the warrants issued in our August 2021 private placement in accordance with the terms of the agreements entered into in connection with such private placement. Our Certificate of Incorporation authorizes the issuance of 100,000,000 shares of Common Stock. As a result, after giving effect to the foregoing mentioned outstanding shares of Common Stock and shares reserved for issuance pursuant to warrants, shares of Series F Preferred Stock and options held by our directors, we only have 22,425,984 shares of Common Stock available for issuance in this offering. Our issuance of 22,462,562 shares of Common Stock in this offering (and up to an additional 3,369,384 shares of Common Stock in the event of the full exercise of the underwriter's over-allotment option described below, if such over-allotment option is exercised fully in shares of Common Stock), would exceed the number of authorized shares of Common Stock we have available for issuance by 3,405,963 shares of Common Stock. Therefore, in order for us to consummate this offering, we will need to receive approval of holders of certain warrants to release at least 3,405,963 shares of Common Stock from shares of Common Stock reserved for issuance pursuant to outstanding warrants prior to the closing of this offering. In addition, pursuant to the terms of the Series F Certificate of Designation, the shares of Series F Preferred Stock are subject to reset provisions in the Series F Certificate of Designation that could result in us being required to issue additional shares of Common Stock to the holders of Series F Preferred Stock. For purposes of determining the number of shares of Common Stock that will no longer be subject to reservation and the number of shares issuable upon the 993,333 shares of Series F Preferred Stock that have been converted as of September 10, 2021 and the number of shares of Common Stock issuable upon conversion of the remaining 340,000 shares of Series F Preferred Stock outstanding, a Reset Conversion Price of $0.54729 per share has been assumed for the Conversion Price Reset Calculation Period, as only the average VWAPs for the four consecutive trading days after the effective date of the Resale Registration Statement has been calculated as of the date of this prospectus. The actual Reset Conversion Price for all five trading days of the Conversion Price Reset Calculation Period (which is subject to further adjustment pursuant to the Series F Certificate of Designation upon the closing of this offering if the public offering price of the shares of Common Stock is lower than the actual Reset Conversion Price on the date of such closing has not been included in this prospectus), and the assumed Reset Conversion Price is based on the assumption that the fifth day's VWAP is consistent with the VWAPs of the four previous trading days.

Common Stock

Each share of Common Stock entitles the holder to one vote, either in person or by proxy, at meetings of stockholders. Our stockholders are not permitted to vote their shares cumulatively. Accordingly, the holders of our Common Stock who hold, in the aggregate, more than 50% of the total voting rights can elect all of our directors and, in such event, the holders of the remaining minority shares will not be able to elect any of such directors. The vote of the holders of a majority of the issued and outstanding shares of Common Stock entitled to vote thereon is sufficient to authorize, affirm, ratify or consent to such act or action, except as otherwise provided by law.

Holders of Common Stock are entitled to receive ratably such dividends, if any, as may be declared by our Board out of funds legally available. We have not paid any dividends since our inception, and we presently anticipate that all earnings, if any, will be retained for development of our business. Any future disposition of dividends will be at the discretion of our Board and will depend upon, among other things, our future earnings, operating and financial condition, capital requirements, and other factors.

Holders of our Common Stock have no preemptive rights or other subscription rights, conversion rights, redemption or sinking fund provisions. Upon our liquidation, dissolution or winding up, the holders of our Common Stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities.

Warrants

The following summary of certain terms and provisions of the Warrants offered hereby is not complete and is subject to, and qualified in its entirety by, the provisions of the form of Warrant, which is filed as an exhibit to the registration statement of which this prospectus is a part. Prospective investors should carefully review the terms and provisions set forth in the form of Warrant.

Duration and Exercise Price

Each Warrant offered hereby will have an initial exercise price per share equal to $0.6611 per share, based on the assumed combined public offering price of $0.601 per share. The Warrants will be exercisable commencing on the effective date of a reverse stock split of our shares of Common Stock or an increase in the number of authorized shares of our Common Stock, so that we have a sufficient number of shares of Common Stock reserved for issuance upon exercise of the Warrants by paying the aggregate exercise price for the shares of Common Stock being exercised or exercised on a cashless basis after the initial exercise date for a net number of shares of Common Stock, as provided in the formula in the Warrants, and in either case, will expire on the fifth anniversary of their initial exercise date. The exercise price and number of shares of Common Stock issuable upon exercise is subject to appropriate adjustment in the event of stock dividends, stock splits, reorganizations or similar events affecting our Common Stock and the exercise price. In addition, on the date on which such reverse stock split is effected, the exercise price of the Warrants will be reset to the lesser of (i) the exercise price then in effect after taking into account and adjusting for such reverse stock split and (ii) the closing per share price of the Common Stock immediately prior to the effective date of such reverse stock split, taking into account and adjusting for such split. The Warrants will be issued separately from the shares of Common Stock offered hereby, and may be transferred separately immediately thereafter. A Warrant to purchase one (1) share of our Common Stock will be issued for every one (1) share of Common Stock purchased in this offering.

Exercisability

The Warrants will be exercisable, at the option of each holder, in whole or in part, by delivering a duly executed exercise notice accompanied by payment in full for the number of shares of our Common Stock purchased upon such exercise (except in the case of a cashless exercise as discussed below). A holder (together with its affiliates) may not exercise any portion of the Warrant to the extent that the holder would own more than 4.99% (or at the election of the holder, 9.99%) of the outstanding Common Stock immediately after exercise, except that upon at least 61 days' prior notice from the holder to us, the holder may increase the amount of ownership of outstanding stock after exercising the holder's Warrants. No fractional shares of Common Stock will be issued in connection with the exercise of a Warrant. In lieu of fractional shares, we will, at our election, either pay the holder an amount in cash equal to the fractional amount multiplied by the exercise price or round up to the next whole share.

Cashless Exercise

If, at the time a holder exercises its Warrants, a registration statement registering the issuance of the shares of Common Stock underlying the Warrants under the Securities Act is not then effective or available, then in lieu of making the cash payment otherwise contemplated to be made to us upon such exercise in payment of the aggregate exercise price, the holder may elect instead to receive upon such exercise (either in whole or in part) the net number of shares of Common Stock determined according to a formula set forth in the Warrants.

Fundamental Transaction

In the event of a fundamental transaction, as described in the Warrants and generally including any reorganization, recapitalization or reclassification of our Common Stock, the sale, transfer or other disposition of all or substantially all of our properties or assets, our consolidation or merger with or into another person, the acquisition of more than 50% of our outstanding Common Stock, or any person or group becoming the beneficial owner of 50% of the voting power represented by our outstanding Common Stock, the holders of the Warrants will be entitled to receive upon exercise of the Warrants the kind and amount of securities, cash or other property that the holders would have received had they exercised the Warrants immediately prior to such fundamental transaction. Notwithstanding the foregoing, in the event of such a fundamental transaction, the holders will have the option, which may be exercised within 30 days after the consummation of the fundamental transaction, to require the company or the successor entity purchase the Warrant from the holder by paying to the holder an amount of cash equal to the Black Scholes Value (as defined in the Warrant) of the remaining unexercised portion of the Warrant on the date of the consummation of such transaction. However, if such fundamental transaction is not within the Company's control, including not approved by the Board, the holder will only be entitled to receive from the Company or any successor entity, as of the date of consummation of such fundamental transaction, the same type or form of consideration (and in the same proportion), at the Black Scholes Value of the unexercised portion of the Warrant, that is being offered and paid to the holders of Common Stock in connection with the fundamental transaction, whether that consideration be in the form of cash, stock or any combination thereof, or whether the holders of Common Stock are given the choice to receive from among alternative forms of consideration in connection with the fundamental transaction.

Transferability

Subject to applicable laws, a Warrant may be transferred at the option of the holder upon surrender of the Warrant together with the appropriate instruments of transfer.

Exchange Listing

There is no established public trading market for the Warrants, and we do not expect a market to develop. We do not intend to list the Warrants on any securities exchange or nationally recognized trading system. Without an active trading market, the liquidity of the Warrants will be limited.

Right as a Stockholder

Except as otherwise provided in the Warrants or by virtue of such holder's ownership of shares of our Common Stock, the holders of the Warrants do not have the rights or privileges of holders of our Common Stock, including any voting rights, until they exercise their Warrants.

Amendment and Waiver

The Warrants may be modified or amended or the provisions thereof waived with the written consent of the Company and the holders of at least fifty five (55%) of the shares Common Stock issuable upon the exercise of the then-outstanding Warrants (determined without giving effect to the exercise limitation provisions of the Warrants); provided such modification, amendment or waiver applies to all of the then-outstanding Warrants.

Approval of Reverse Stock Split

Pursuant to the terms of the Warrants, we have agreed to take all corporate action necessary to call a meeting of our stockholders (which may be its annual meeting) no later than October 15, 2021, for the purpose of seeking approval of our stockholders to amend the Certificate of Incorporation to either (i) increase the number of authorized shares of Common Stock or (ii) effect a reverse split of our Common Stock, in either event sufficient to permit the exercise in full of the Warrants in accordance with their terms. In addition, if the Company does not obtain such stockholder approval, we have agreed to call such a meeting every four (4) months thereafter to seek such approval until the date such approval is obtained.

Anti-Takeover Provisions

Anti-Takeover Statute

We are subject to Section 203 of the DGCL, which generally prohibits a publicly held Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

- before such date, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;

- upon completion of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding, but not the outstanding voting stock owned by the interested stockholder, those shares owned (1) by persons who are directors and also officers and (2) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

- on or after such date, the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66 2⁄3% of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 defines a "business combination" to include the following:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits by or through the corporation.

In general, Section 203 defines an "interested stockholder" as an entity or person who, together with the person's affiliates and associates, beneficially owns, or within three years prior to the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation.

Anti-Takeover Effects of Certain Provisions of our Bylaws

Our bylaws provide that directors may be removed by the stockholders with or without cause upon the vote of a majority of the holders of Common Stock then entitled to vote. Furthermore, the authorized number of directors may be changed only by resolution of the Board or of the stockholders, and vacancies may only be filled by a majority vote of the directors, including those who may have resigned. Except as otherwise provided in the bylaws and the Certificate of Incorporation any vacancies or newly created directorships on the Board resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

Our bylaws also provide that only our chairman of the Board, chief executive officer, president or one or more stockholders holding shares in the aggregate entitled to cast not less than ten percent of the votes at that meeting may call a special meeting of stockholders.

The combination of these provisions makes it more difficult for our existing stockholders to replace our Board as well as for another party to obtain control of us by replacing our Board. Since our Board has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management. In addition, the authorization of undesignated preferred stock makes it possible for our Board to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change our control.

These provisions are intended to enhance the likelihood of continued stability in the composition of our Board and its policies and to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to reduce our vulnerability to hostile takeovers and to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and may have the effect of delaying changes in our control or management. As a consequence, these provisions may also inhibit fluctuations in the market price of our Common Stock that could result from actual or rumored takeover attempts. We believe that the benefits of these provisions, including increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure our Company, outweigh the disadvantages of discouraging takeover proposals, because negotiation of takeover proposals could result in an improvement of their terms.

Transfer Agent and Registrar

The transfer agent and registrar for our Common Stock is VStock Transfer, LLC, which is located at 18 Lafayette Place, Woodmere, NY 11598 and its telephone number is (212) 828-8436.

Nasdaq Listing

Our Common Stock is listed on Nasdaq under the symbol "NXTD."

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES TO HOLDERS OF COMMON STOCK AND WARRANTS

The following is a summary of the material U.S. federal income tax consequences of the acquisition, ownership and disposition of our Common Stock, and the acquisition, ownership, exercise, expiration or disposition of the Warrants, but does not purport to be a complete analysis of all the potential tax considerations relating thereto. This summary is based upon the provisions of the Internal Revenue Code of 1986, as amended, or the Code, Treasury Regulations promulgated thereunder, administrative rulings and judicial decisions, all as of the date hereof. These authorities may be changed or subject to differing interpretations, possibly with retroactive effect, so as to result in U.S. federal income tax consequences different from those set forth below. We have not sought and will not seek any ruling from the Internal Revenue Service, or the IRS, with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS or a court will agree with such statements and conclusions.

This summary also does not address the tax considerations arising under the laws of any U.S. state or local or any non-U.S. jurisdiction, estate or gift tax, the 3.8% Medicare tax on net investment income or any alternative minimum tax consequences. In addition, this discussion does not address tax considerations applicable to a holder's particular circumstances or to a holder that may be subject to special tax rules, including, without limitation:

- banks, insurance companies or other financial institutions;
- tax-exempt or government organizations;
- brokers or dealers in securities or currencies;
- traders in securities that elect to use a mark-to-market method of accounting for their securities holdings;
- persons that own, or are deemed to own, more than five percent of our capital stock;
- certain U.S. expatriates, citizens or former long-term residents of the United States;
- persons who hold our shares of Common Stock or Warrants as a position in a hedging transaction, "straddle," "conversion transaction," synthetic security, other integrated investment, or other risk reduction transaction;
- persons who do not hold our Common Stock or Warrants as a capital asset within the meaning of Section 1221 of the Code (generally, for investment purposes);
- persons deemed to sell our Common Stock or Warrants under the constructive sale provisions of the Code;
- pension plans;
- partnerships, or other entities or arrangements treated as partnerships for U.S. federal income tax purposes, or investors in any such entities;
- persons for whom our stock constitutes "qualified small business stock" within the meaning of Section 1202 of the Code;
- integral parts or controlled entities of foreign sovereigns;
- controlled foreign corporations;
- passive foreign investment companies and corporations that accumulate earnings to avoid U.S. federal income tax; or
- persons that acquire our Common Stock or Warrants as compensation for services.

In addition, if a partnership, including any entity or arrangement classified as a partnership for U.S. federal income tax purposes, holds our Common Stock or Warrants, the tax treatment of a partner generally will depend on the status of the partner, the activities of the partnership, and certain determinations made at the partner level. Accordingly, partnerships that hold our Common Stock or Warrants, and partners in such partnerships, should consult their tax advisors regarding the U.S. federal income tax consequences to them of the purchase, ownership, and disposition of our Common Stock or Warrants.

You are urged to consult your tax advisor with respect to the application of the U.S. federal income tax laws to your particular situation, as well as any tax consequences of the purchase, ownership and disposition of our Common Stock or Warrants arising under the U.S. federal estate or gift tax rules or under the laws of any U.S. state or local or any non-U.S. or other taxing jurisdiction or under any applicable tax treaty.

Definition of a U.S. Holder

For purposes of this summary, a "U.S. Holder" is any beneficial owner of our Common Stock or Warrants that is a "U.S. person," and is not a partnership, or an entity treated as a partnership or disregarded from its owner, each for U.S. federal income tax purposes. A U.S. person is any person that, for U.S. federal income tax purposes, is or is treated as any of the following:

For purposes of this summary, a "Non-U.S. Holder" is any beneficial owner of our Common Stock or Warrants that is not a U.S. Holder or a partnership, or other entity treated as a partnership or disregarded from its owner, each for U.S. federal income tax purposes.

Tax Consequences to U.S. Holders

Distributions on Common Stock

As discussed above under "*Dividend Information – Dividend Policy*," we do not currently expect to make distributions on our Common Stock. In the event that we do make distributions of cash or other property, distributions paid on Common Stock, other than certain pro rata distributions of Common Stock, will be treated as a dividend to the extent paid out of our current or accumulated earnings and profits and will be includible in income by the U.S. Holder and taxable as ordinary income when received. If a distribution exceeds our current and accumulated earnings and profits, the excess will be first treated as a tax-free return of the U.S. Holder's investment, up to the U.S. Holder's tax basis in the Common Stock. Any remaining excess will be treated as a capital gain. Subject to applicable limitations, dividends paid to certain non-corporate U.S. Holders may be eligible for taxation as "qualified dividend income" and therefore may be taxable at rates applicable to long-term capital gains. U.S. Holders should consult their tax advisers regarding the availability of the reduced tax rate on dividends in their particular circumstances. Dividends received by a corporate U.S. Holder will be eligible for the dividends-received deduction if the U.S. Holder meets certain holding period and other applicable requirements.

Constructive Dividends on Warrants

Under Section 305 of the Code, an adjustment to the number of shares of Common Stock that will be issued on the exercise of the Warrants, or an adjustment to the exercise price of the Warrants, may be treated as a constructive distribution to a U.S. Holder of the Warrants if, and to the extent that, such adjustment has the effect of increasing such U.S. Holder's proportionate interest in our "earnings and profits" or assets, depending on the circumstances of such adjustment (for example, if such adjustment is to compensate for a distribution of cash or other property to our stockholders). Adjustments to the exercise price of a Warrant made pursuant to a bona fide reasonable adjustment formula that has the effect of preventing dilution of the interest of the holders of the Warrants should generally not result in a constructive distribution. Any constructive distributions would generally be subject to the tax treatment described above under "Dividends on Common Stock."

Sale or Other Disposition of Common Stock

For U.S. federal income tax purposes, gain or loss realized on the sale or other disposition of Common Stock will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder held the Common Stock for more than one year. The amount of the gain or loss will equal the difference between the U.S. Holder's tax basis in the Common Stock disposed of and the amount realized on the disposition. Long-term capital gains recognized by non-corporate U.S. Holders will be subject to reduced tax rates. The deductibility of capital losses is subject to limitations.

Sale or Other Disposition, Exercise or Expiration of Warrants

For U.S. federal income tax purposes, gain or loss realized on the sale or other disposition of a Warrant (other than by exercise) will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder held the Warrant for more than one year at the time of the sale or other disposition. The amount of the gain or loss will equal the difference between the U.S. Holder's tax basis in the Warrant disposed of and the amount realized on the disposition.

In general, a U.S. Holder will not be required to recognize income, gain or loss upon the exercise of a Warrant by payment of the exercise price, except to the extent of cash paid in lieu of a fractional share. A U.S. Holder's tax basis in a share of Common Stock received upon exercise will be equal to the sum of (1) the U.S. Holder's tax basis in the Warrant and (2) the exercise price of the Warrant. A U.S. Holder's holding period in the stock received upon exercise will commence on the day or the day after such U.S. Holder exercises the Warrant. No discussion is provided herein regarding the U.S. federal income tax treatment on the exercise of a Warrant on a cashless basis, and U.S. Holders are urged to consult their tax advisors as to the exercise of a Warrant on a cashless basis.

If a Warrant expires without being exercised, a U.S. Holder will recognize a capital loss in an amount equal to such U.S. Holder's tax basis in the Warrant. This loss will be long-term capital loss if, at the time of the expiration, the U.S. Holder's holding period in the Warrant is more than one year. The deductibility of capital losses is subject to limitations.

FOR NON-U.S. HOLDERS

The following is a general discussion of the material U.S. federal income tax considerations applicable to non-U.S. holders (as defined herein) with respect to their ownership and disposition of shares of our Common Stock and Warrants issued pursuant to this offering. All prospective non-U.S. holders of our Common Stock should consult their tax advisors with respect to the U.S. federal, state, local and non-U.S. tax consequences of the purchase, ownership and disposition of our Common Stock. In general, a non-U.S. holder means a beneficial owner of our Common Stock (other than a partnership or an entity or arrangement treated as a partnership for U.S. federal income tax purposes) that is not, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or an entity treated as a corporation for U.S. federal income tax purposes, created or organized in the United States or under the laws of the United States or of any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust if (1) a U.S. court can exercise primary supervision over the trust's administration and one or more U.S. persons have the authority to control all of the trust's substantial decisions or (2) the trust has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

This discussion is based on current provisions of the U.S. Internal Revenue Code of 1986, as amended, which we refer to as the Code, existing U.S. Treasury Regulations promulgated thereunder, published administrative pronouncements and rulings of the U.S. Internal Revenue Service, which we refer to as the IRS, and judicial decisions, all as in effect as of the date of this prospectus. These authorities are subject to change and to differing interpretation, possibly with retroactive effect. Any change or differing interpretation could alter the tax consequences to non-U.S. holders described in this prospectus.

We assume in this discussion that a non-U.S. holder holds shares of our Common Stock and Warrants as a capital asset within the meaning of Section 1221 of the Code (generally, for investment). This discussion does not address all aspects of U.S. federal income taxation that may be relevant to a particular non-U.S. holder in light of that non-U.S. holder's individual circumstances, nor does it address any alternative minimum, Medicare contribution, estate or gift tax consequences, or any aspects of U.S. state, local or non-U.S. taxes. This discussion also does not consider any specific facts or circumstances that may apply to a non-U.S. holder and does not address the special tax rules applicable to particular non-U.S. holders, such as holders that own, or are deemed to own, more than 5% of our capital stock (except to the extent specifically set forth below), corporations that accumulate earnings to avoid U.S. federal income tax, tax-exempt organizations, banks, financial institutions, insurance companies, brokers, dealers or traders in securities, commodities or currencies, tax-qualified retirement plans, holders who hold or receive our Common Stock pursuant to the exercise of employee stock options or otherwise as compensation, holders holding our Common Stock as part of a hedge, straddle or other risk reduction strategy, conversion transaction or other integrated investment, holders deemed to sell our Common Stock under the constructive sale provisions of the Code, controlled foreign corporations, passive foreign investment companies and certain former U.S. citizens or former long-term residents.

In addition, this discussion does not address the tax treatment of partnerships (or entities or arrangements that are treated as partnerships for U.S. federal income tax purposes) or persons that hold their Common Stock through such partnerships. If a partnership, including any entity or arrangement treated as a partnership for U.S. federal income tax purposes, holds shares of our Common Stock, the U.S. federal income tax treatment of a partner in such partnership will generally depend upon the status of the partner and the activities of the partnership. Such partners and partnerships should consult their tax advisors regarding the tax consequences of the purchase, ownership and disposition of our Common Stock or Warrants.

There can be no assurance that a court or the IRS will not challenge one or more of the tax consequences described herein, and we have not obtained, nor do we intend to obtain, a ruling with respect to the U.S. federal income tax consequences to a non-U.S. holder of the purchase, ownership or disposition of our Common Stock.

Distributions

As discussed in the section entitled "*Dividend Policy*," we do not anticipate paying any dividends on our Common Stock in the foreseeable future. If we make distributions on our Common Stock or on the Warrants (as described above under "Constructive Dividends on Warrants"), those payments will constitute dividends for U.S. federal income tax purposes to the extent we have current or accumulated earnings and profits, as determined under U.S. federal income tax principles. To the extent those distributions exceed both our current and our accumulated earnings and profits, they will constitute a return of capital and will first reduce a Non-U.S. Holder's basis in our Common Stock or the Warrants, as applicable, but not below zero. Any excess will be treated as capital gain and will be treated as described below under "Gain on Sale or Other Disposition of Common Stock or Warrants." Any such distributions would be subject to the discussions below regarding back-up withholding and the Foreign Account Tax Compliance Act, or FATCA.

Subject to the discussion below on effectively connected income, any dividend paid to a Non-U.S. Holder generally will be subject to U.S. withholding tax either at a rate of 30% of the gross amount of the dividend or such lower rate as may be specified by an applicable income tax treaty. To receive a reduced treaty rate, a Non-U.S. Holder must provide us or our agent with an IRS Form W-8BEN, IRS Form W-8 BEN-E or another appropriate version of IRS Form W-8 (or a successor form), which must be updated periodically, and which, in each case, must certify qualification for the reduced rate. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

Dividends paid to a Non-U.S. Holder that are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States and that are not eligible for relief from U.S. (net basis) income tax under an applicable income tax treaty generally are exempt from the (gross basis) withholding tax described above. To obtain this exemption from withholding tax, the Non-U.S. Holder must provide the applicable withholding agent with an IRS Form W-8ECI or successor form or other applicable IRS Form W-8 certifying that the dividends are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States. Such effectively connected dividends, if not eligible for relief under a tax treaty, would not be subject to a withholding tax, but would be taxed at the same graduated rates applicable to U.S. persons, net of certain deductions and credits and if, in addition, the Non-U.S. Holder is a corporation, may also be subject to a branch profits tax at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty).

If you are eligible for a reduced rate of withholding tax pursuant to a tax treaty, you may be able to obtain a refund of any excess amounts withheld if you timely file an appropriate claim for refund with the IRS.

Exercise or Expiration of Warrants

In general, a Non-U.S. Holder will not be required to recognize income, gain or loss upon the exercise of a Warrant by payment of the exercise price, except possibly to the extent of cash paid in lieu of a fractional share. However, no discussion is provided herein regarding the U.S. federal income tax treatment on the exercise of a Warrant on a cashless basis, and Non-U.S. Holders are urged to consult their tax advisors as to the exercise of a Warrant on a cashless basis.

If a Warrant expires without being exercised, a Non-U.S. Holder that is engaged in a U.S. trade or business to which any income from the Warrant would be effectively connected or who is present in the United States for a period or periods aggregating 183 days or more during the calendar year in which the expiration occurs (and certain other conditions are met) will recognize a capital loss in an amount equal to such Non-U.S. Holder's tax basis in the Warrant. The amount paid to purchase our Common Stock and Warrants will be apportioned between them in proportion to the respective fair market values of the Common Stock and Warrants, and the apportioned amount will be the tax basis of the Common Stock and Warrants respectively. The fair market value of our Common Stock for this purpose will generally be its trading value immediately after issuance.

Gain on Sale, Exchange or Other Disposition of Our Common Stock or Warrants

Subject to the discussion below regarding backup withholding and FATCA, a Non-U.S. Holder generally will not be required to pay U.S. federal income tax on any gain realized upon the sale or other disposition of our Common Stock or the Warrants unless:

- the gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States and not eligible for relief under an applicable income tax treaty, in which case the Non-U.S. Holder will be required to pay tax on the net gain derived from the sale under regular graduated U.S. federal income tax rates, and for a Non-U.S. Holder that is a corporation, such Non-U.S. Holder may be subject to the branch profits tax at a 30% rate (or such lower rate as may be specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items;

- the Non-U.S. Holder is an individual who is present in the United States for a period or periods aggregating 183 days or more during the calendar year in which the sale or disposition occurs and certain other conditions are met, in which case the Non-U.S. Holder will be required to pay a flat 30% tax on the gain derived from the sale, which tax may be offset by U.S. source capital losses (even though the Non-U.S. Holder is not considered a resident of the United States) (subject to applicable income tax or other treaties); or

- we are a "U.S. real property holding corporation" for U.S. federal income tax purposes, or a USRPHC, at any time within the shorter of the five-year period preceding the disposition or the Non-U.S. Holder's holding period for our Common Stock or the Warrants. We believe we are not currently and do not anticipate becoming a USRPHC. However, because the determination of whether we are a USRPHC depends on the fair market value of our United States real property interests relative to the fair market value of our other business assets, there can be no assurance that we will not become a USRPHC in the future. Even if we become a USRPHC, however, gain arising from the sale or other taxable disposition by a Non-U.S. Holder of our Common Stock will not be subject to United States federal income tax if (A) in the case of our Common Stock, (a) shares of our Common Stock are "regularly traded," as defined by applicable Treasury Regulations, on an established securities market, such as Nasdaq, and (b) the Non-U.S. Holder owns or owned, actually and constructively, 5% or less of the shares of our Common Stock throughout the five-year period ending on the date of the sale or exchange; and (B) in the case of the Warrants, either (a)(i) shares of our Common Stock are "regularly traded," as defined by applicable Treasury Regulations, on an established securities market, such as Nasdaq, (ii) the Warrants are not considered regularly traded on an established securities market and (iii) the Non-U.S. Holder does not own, actually or constructively, Warrants with a fair market value greater than the fair market value of 5% of the shares of our Common Stock, determined as of the date that such Non-U.S. Holder acquired its Warrants, or (b)(i) the Warrants are considered regularly traded on an established securities market, and (ii) the Non-U.S. Holder owns or owned, actually and constructively, 5% or less of the Warrants throughout the five-year period ending on the date of the sale or exchange. The Warrants are not expected to be regularly traded on an established securities market. If the foregoing exception does not apply, and we are a USRPHC, such Non-U.S. Holder's proceeds received on the disposition of shares will generally be subject to withholding at a rate of 15% and such Non-U.S. Holder will generally be taxed on any gain in the same manner as gain that is effectively connected with the conduct of a U.S. trade or business, except that the branch profits tax generally will not apply.

Backup Withholding and Information Reporting

Information returns may be filed with the IRS in connection with distributions on our Common Stock or constructive dividends on the Warrants, and the proceeds of a sale or other disposition of the Common Stock or the Warrants. A non-exempt U.S. Holder may be subject to U.S. backup withholding on these payments if it fails to provide its taxpayer identification number to the withholding agent and comply with certification procedures or otherwise establish an exemption from backup withholding.

A Non-U.S. Holder may be subject to U.S. information reporting and backup withholding on these payments unless the Non-U.S. Holder complies with certification procedures to establish that it is not a U.S. person (within the meaning of the Code). The certification requirements generally will be satisfied if the Non-U.S. Holder provides the applicable withholding agent with a statement on the applicable IRS Form W-8BEN or IRS Form W-8BEN-E (or suitable substitute or successor form), together with all appropriate attachments, signed under penalties of perjury, stating, among other things, that such Non-U.S. Holder is not a U.S. Person. Applicable Treasury Regulations provide alternative methods for satisfying this requirement. In addition, the amount of distributions on common stock or constructive dividends on common stock paid to a Non-U.S. Holder, and the amount of any U.S. federal tax withheld therefrom, must be reported annually to the IRS and the holder. This information may be made available by the IRS under the provisions of an applicable tax treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides.

Payment of the proceeds of the sale or other disposition of the Common Stock or the Warrants to or through a non-U.S. office of a U.S. broker or of a non-U.S. broker with certain specified U.S. connections generally will be subject to information reporting requirements, but not backup withholding, unless the Non-U.S. Holder certifies under penalties of perjury that it is not a U.S. person or an exemption otherwise applies. Payments of the proceeds of a sale or other disposition of the Common Stock or the Warrants to or through a U.S. office of a broker generally will be subject to information reporting and backup withholding, unless the Non-U.S. Holder certifies under penalties of perjury that it is not a U.S. person or otherwise establishes an exemption.

Backup withholding is not an additional tax. The amount of any backup withholding from a payment generally will be allowed as a credit against the holder's U.S. federal income tax liability and may entitle the holder to a refund, provided that the required information is timely furnished to the IRS.

Foreign Account Tax Compliance Act

FATCA imposes withholding tax on certain types of payments made to foreign financial institutions and certain other non-U.S. entities. The legislation imposes a 30% withholding tax on dividends on, or, subject to the discussion of certain proposed Treasury Regulations below, gross proceeds from the sale or other disposition of, our Common Stock or the Warrants paid to a "foreign financial institution" or to certain "non-financial foreign entities" (each as defined in the Code), unless (i) the foreign financial institution undertakes certain diligence and reporting obligations, (ii) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (iii) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in (i) above, it must enter into an agreement with the U.S. Treasury requiring, among other things, that it undertake to identify accounts held by "specified United States persons" or "United States-owned foreign entities" (each as defined in the Code), annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these reporting and other requirements. If the country in which a payee is resident has entered into an "intergovernmental agreement" with the United States regarding FATCA, that agreement may permit the payee to report to that country rather than to the U.S. Department of the Treasury. The U.S. Treasury recently released proposed Treasury Regulations which, if finalized in their present form, would eliminate the federal withholding tax of 30% applicable to the gross proceeds of a sale or other disposition of our Common Stock or the Warrants. In its preamble to such proposed Treasury Regulations, the U.S. Treasury stated that taxpayers may generally rely on the proposed regulations until final regulations are issued. Prospective investors should consult their own tax advisors regarding the possible impact of these rules on their investment in our Common Stock or the Warrants, and the possible impact of these rules on the entities through which they hold our Common Stock or the Warrants, including, without limitation, the process and deadlines for meeting the applicable requirements to prevent the imposition of this 30% withholding tax under FATCA.

THE PRECEDING DISCUSSION IS FOR GENERAL INFORMATION ONLY. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS TAX ADVISOR REGARDING THE PARTICULAR U.S. FEDERAL, STATE AND LOCAL AND NON-U.S. TAX CONSEQUENCES OF PURCHASING, HOLDING AND DISPOSING OF OUR COMMON STOCK AND WARRANTS, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAWS.

UNDERWRITING

A.G.P./Alliance Global Partners ("A.G.P.") is acting as the sole book-running manager and representative of the underwriters in this offering. We and the representative have entered into an underwriting agreement with respect to the shares of Common Stock and accompanying Warrants being offered. In connection with this offering and subject to certain terms and conditions, the underwriters named below have agreed to purchase, and we have agreed to sell, all of the securities in this offering to the underwriters.

Underwriter	Number of Shares of Common Stock	Number of Accompanying Warrants
A.G.P./Alliance Global Partners		
Total		

The underwriters have agreed to purchase all the securities offered by us other than those covered by the over-allotment option to purchase additional securities described below, if it purchases any such securities, and the underwriters' obligations are several, which means that each underwriter is required to purchase a specific number of shares of Common Stock and accompanying Warrants but is not responsible for the commitment of any other underwriter to purchase any securities. The obligations of the underwriters may be terminated upon the occurrence of certain events specified in the underwriting agreement. Furthermore, pursuant to the underwriting agreement, the underwriters' obligations are subject to customary conditions and representations and warranties contained in the underwriting agreement, such as receipt by the underwriters of officers' certificates and legal opinions.

The underwriters are offering the securities, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by the representative's counsel and other conditions specified in the underwriting agreement. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Over-Allotment Option

We have also granted the underwriters an option, exercisable for up to 45 days from the date of this prospectus, to purchase up to an additional shares of Common Stock and/or Warrants, at the public offering price attributed to the Common Stock and at the public offering price attributed to the Warrants, as applicable, less underwriting discounts and commissions. The underwriters may exercise the option solely to cover over-allotments. If the over-allotment option is exercised in full solely for shares of Common Stock, the total combined public offering price, underwriting compensation (including discounts, but not including any other compensation described hereunder) and proceeds to us before offering expenses will be approximately $ million, $ million and $ million, respectively, and excluding the proceeds, if any, from the exercise of the Warrants offered hereby. If the over-allotment option is exercised in full solely for Warrants, the total combined public offering price, underwriting compensation (including discounts, but not including any other compensation described hereunder) and proceeds to us before offering expenses will be approximately $ million, $ million and $ million, respectively, and excluding the proceeds, if any, from the exercise of the Warrants offered hereby.

Indemnification

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act and liabilities arising from breaches of representations and warranties contained in the underwriting agreement, or to contribute to payments that the underwriters may be required to make in respect of those liabilities.

Underwriter Compensation

We have agreed to sell the securities to the underwriters at the combined public offering price of $ per share of Common Stock and accompanying Warrant, which represents the combined public offering price of such securities set forth on the cover page of this prospectus, less the applicable 7.0% underwriting discount (or, in the case of certain identified investors, the underwriting discount will be 3.5%).

We have also agreed to reimburse the underwriters for accountable legal expenses incurred by it in connection with this transaction in the amount of $75,000. Additionally, we and the representative have agreed that Maxim Group LLC will serve as our financial advisor in connection with this offering and we have agreed to pay them a portion of the fee earned by A.G.P. equal to 20% of the net fees payable to A.G.P., which fee will be paid out from the underwriter's discount. We estimate that the total expenses of the offering payable by us, excluding the total underwriting discount, will be approximately $.

Discount, Commissions and Expenses

The underwriters have advised us that they propose to offer the shares of Common Stock and accompanying Warrants at the combined public offering price set forth on the cover page of this prospectus and to certain dealers at that price less a concession not in excess of $ per share and accompanying Warrant. After this offering, the combined public offering price and concession to dealers may be changed by the representative. No such change shall change the amount of proceeds to be received by us as set forth on the cover page of this prospectus. The shares of Common Stock and accompanying Warrants are offered by the underwriters as stated herein, subject to receipt and acceptance by them and subject to their right to reject any order in whole or in part. The underwriters have informed us that they do not intend to confirm sales to any accounts over which they exercise discretionary authority.

The following table summarizes the underwriting discount we will pay to the underwriters. These amounts are shown assuming both no exercise and full exercise of the over-allotment option.

	Per Share and Accompanying Warrant	Total without Over-Allotment Option	Total with Over-Allotment Option
Combined public offering price	$	$	$
Total underwriting discount (7.0%)[(1)]	$	$	$
Proceeds to us, before expenses [(2)]	$	$	$

(1) In the case of certain identified investors, the underwriting discount will be 3.5% of the gross proceeds in this offering.

(2) Excluding the proceeds, if any, from the exercise of the Warrants.

Lock-Up Agreements and Trading Restrictions

Our executive officers and directors have agreed to a three (3)-month “lock-up” from the effective date of this prospectus of shares of common stock that they beneficially own, including the issuance of Common Stock upon the exercise of currently outstanding convertible securities and options and options which may be issued. This means that, for a period of three (3) months following the effective date of this prospectus, such persons may not offer, sell, pledge or otherwise dispose of these securities without the prior written consent of the representative.

The representative has no present intention to waive or shorten the lock-up period; however, the terms of the lock-up agreements may be waived at its discretion. In determining whether to waive the terms of the lockup agreements, the representative may base its decision on its assessment of the relative strengths of the securities markets and companies similar to ours in general, and the trading pattern of, and demand for, our securities in general.

Additionally, we expect certain investors in this offering to agree with the underwriter to enter into a voting agreement whereby each such investor will agree to vote all shares of Common Stock they beneficially own on the closing date of this offering, including the shares of Common Stock purchased by them in this offering, with respect to any proposals presented to the stockholders of the Company at the Company’s next stockholders meeting, which is expected to be held on or around October 15, 2021; *provided*, *however*, that such requirement will not require such investor to vote its shares of Common Stock for or against any particular proposal or proposals, whether or not such proposal or proposals are recommended by our Board.

In addition, the underwriting agreement will provide that we will not, for a period of three (3) months following the effective date of this prospectus, offer, sell or distribute any of our securities, without the prior written consent of the representative, subject to certain exceptions. The underwriting agreement will also provide that we will not, for a period of three (3) months following the effective date of this prospectus, file or cause to be filed any registration statement with the SEC relating to the offering of shares of our capital stock or securities convertible or exchangeable for our shares of capital stock.

Stabilization

The rules of the SEC generally prohibit the underwriters from trading in our securities on the open market during this offering. However, the underwriters are allowed to engage in some open market transactions and other activities during this offering that may cause the market price of our securities to be above or below that which would otherwise prevail in the open market. These activities may include stabilization, short sales and over-allotments, syndicate covering transactions and penalty bids.

- Stabilizing transactions consist of bids or purchases made by the representative for the purpose of preventing or slowing a decline in the market price of our securities while this offering is in progress.

- Short sales and over-allotments occur when the representative sells more of our shares of common stock than it purchases from us in this offering. To cover the resulting short position, the representative may exercise the over-allotment option described above or may engage in syndicate covering transactions. There is no contractual limit on the size of any syndicate covering transaction. The representative will make available a prospectus in connection with any such short sales. Purchasers of shares sold short by the representative are entitled to the same remedies under the federal securities laws as any other purchaser of shares covered by the registration statement.

- Syndicate covering transactions are bids for or purchases of our securities on the open market by the representative in order to reduce a short position.

- Penalty bids permit the representative to reclaim a selling concession from a syndicate member when the shares of Common Stock originally sold by the syndicate member are purchased in a syndicate covering transaction to cover syndicate short positions.

If the underwriters commence these activities, they may discontinue them at any time without notice. The underwriters will carry out any such transactions on Nasdaq Capital Market.

Listing

Our Common Stock is listed on Nasdaq Capital Market under the symbol “NXTD.”

Electronic Distribution

A prospectus in electronic format may be made available on websites or through other online services maintained by the underwriters of this offering, or by their affiliates. Other than the prospectus in electronic format, the information on any underwriters’ website and any information contained in any other website maintained by an underwriter is not part of this prospectus or the registration statement of which this prospectus forms a part, has not been approved and/or endorsed by us or the representative in its capacity as an underwriter.

Other Relationships

The representative and its affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions. In the course of its businesses, the representative and its affiliates may actively trade our securities or loans for its own account or for the accounts of customers, and, accordingly, the representative and its affiliates may at any time hold long or short positions in such securities or loans.

Except for services provided in connection with this offering, and except as set forth in this section, the representative has not provided any investment banking or other financial services during the 180-day period preceding the date of this prospectus and we do not expect to retain the representative to perform any investment banking or other financial services for at least 90 days after the date of this prospectus.

For example, the representative acted as financial advisor and was paid a fee of $140,000 in connection with the August Offering described below and elsewhere in this prospectus. On August 13, 2021, we entered into the August Purchase Agreement with the August Investors, providing for an aggregate investment of $4,000,000 by the August Investors in consideration for the issuance by us to the August Investors of (i) 1,333,333 shares of our Series F Preferred Stock, and (ii) the August Warrants, with a term of five and a half (5.5) years exercisable on February 16, 2022, to purchase an aggregate of up to 6,666,665 shares of our Common Stock at an exercise price of $0.78 per share, subject to customary adjustments thereunder.

Selling Restrictions

No action has been taken in any jurisdiction (except in the United States) that would permit a public offering of our Common Stock or the accompanying Warrants, or the possession, circulation or distribution of this prospectus or any other material relating to us or our Common Stock or the accompanying Warrants in any jurisdiction where action for that purpose is required. Accordingly, our Common Stock and or the accompanying Warrants may not be offered or sold, directly or indirectly, and this prospectus or any other offering material or advertisements in connection with our securities may be distributed or published, in or from any country or jurisdiction, except in compliance with any applicable rules and regulations of any such country or jurisdiction.

Notice to Investors in the United Kingdom

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State") an offer to the public of any securities which are the subject of the offering contemplated by this prospectus may not be made in that Relevant Member State except that an offer to the public in that Relevant Member State of any such securities may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

(a) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

(b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;

(c) by the underwriter to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive); or

(d) in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of these securities shall result in a requirement for the publication by the issuer or the underwriter of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer to the public" in relation to any of the securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any such securities to be offered so as to enable an investor to decide to purchase any such securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression" Prospectus Directive" means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

The representative has represented, warranted and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the FSMA)) received by it in connection with the issue or sale of any of the securities in circumstances in which section 21(1) of the FSMA does not apply to the issuer; and

(b) it has complied with and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the securities in, from or otherwise involving the United Kingdom.

European Economic Area

In particular, this document does not constitute an approved prospectus in accordance with European Commission's Regulation on Prospectuses no. 809/2004 and no such prospectus is to be prepared and approved in connection with this offering. Accordingly, in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (being the Directive of the European Parliament and of the Council 2003/71/EC and including any relevant implementing measure in each Relevant Member State) (each, a Relevant Member State), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the Relevant Implementation Date) an offer of securities to the public may not be made in that Relevant Member State prior to the publication of a prospectus in relation to such securities which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of securities to the public in that Relevant Member State at any time:

- to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

- to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000; and (3) an annual net turnover of more than €50,000,000, as shown in the last annual or consolidated accounts; or

- in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of securities to the public" in relation to any of the securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe for the securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State. For these purposes the shares offered hereby are "securities."

DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITY

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, the registrant has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable

LEGAL MATTERS

The validity of the issuance of the securities offered hereby will be passed upon for us by Sullivan &Worcester LLP of New York, New York. Certain legal matters in connection with this offering will be passed on for the underwriters by Gracin & Marlow, LLP, New York, New York.

EXPERTS

The consolidated financial statements of Nxt-ID, Inc. as of December 31, 2020 and 2019 and for each of the two years then ended incorporated in this prospectus supplement and accompanying base prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 2020 have been so incorporated in reliance on the report of Marcum LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

This prospectus constitutes a part of a registration statement on Form S-1 filed under the Securities Act. As permitted by the SEC's rules, this prospectus and any prospectus supplement, which form a part of the registration statement, do not contain all the information that is included in the registration statement. You will find additional information about us in the registration statement and its exhibits. Any statements made in this prospectus or any prospectus supplement concerning legal documents are not necessarily complete and you should read the documents that are filed as exhibits to the registration statement or otherwise filed with the SEC for a more complete understanding of the document or matter.

You can read our electronic SEC filings, including such registration statement, on the internet at the SEC's website at *www.sec.gov*. We are subject to the information reporting requirements of the Exchange Act, and we file reports, proxy statements and other information with the SEC. These reports, proxy statements and other information will be available at the website of the SEC referred to above. We also maintain a website at *www.nxt-id.com*, at which you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. However, the information contained in or accessible through our website is not part of this prospectus or the registration statement of which this prospectus forms a part, and investors should not rely on such information in making a decision to purchase our securities in this offering.

INCORPORATION BY REFERENCE

We incorporate by reference the filed documents listed below (excluding those portions of any Current Report on Form 8-K that are not deemed "filed" pursuant to the General Instructions of Form 8-K), except as superseded, supplemented or modified by this prospectus or any subsequently filed document incorporated by reference herein as described below:

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2020, filed with the SEC on April 15, 2021;
- our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2021, filed with the SEC on May 17, 2021;
- our Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2021, filed with the SEC on August 16, 2021;
- our Preliminary Proxy Statement on Schedule 14A for our special meeting of stockholders to be held on September 21, 2021, filed with the SEC on July 23, 2021;
- our Current Reports on Forms 8-K and 8-K/A filed with the SEC on January 5, 2021, January 8, 2021, January 14, 2021, January 25, 2021, February 1, 2021, February 3, 2021, February 8, 2021, February 9, 2021, May 3, 2021, May 28, 2021, June 17, 2021, June 21, 2021, July 15, 2021, July 21, 2021, August 13, 2021, August 17, 2021 and August 20, 2021; and
- our registration statement on Form 8-A filed with the SEC on September 9, 2014.

We also incorporate by reference into this prospectus additional documents we may file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act: (i) on or after the date of the initial filing of the registration statement of which this prospectus is a part and prior to effectiveness of the registration statement, and (ii) on or after the date of this prospectus but before the completion or termination of this offering (excluding any information not deemed "filed" with the SEC). Any statement contained in a previously filed document is deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or in a subsequently filed document incorporated by reference herein modifies or supersedes the statement, and any statement contained in this prospectus is deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in a subsequently filed document incorporated by reference herein modifies or supersedes the statement.

We will provide, without charge, to each person to whom a copy of this prospectus is delivered, including any beneficial owner, upon the written or oral request of such person, a copy of any or all of the documents incorporated by reference herein, but not delivered with such prospectus. Requests should be directed to:

Nxt-ID, Inc.
288 Christian Street
Hangar C 2nd Floor
Oxford, CT 06478
(203) 266-2103
info@nxt-id.com

Copies of these filings are also available on our website at *www.nxt-id.com.* For other ways to obtain a copy of these filings, please refer to "Where You Can Find More Information" above.

22,462,562 Shares of Common Stock
Warrants to Purchase up to 22,462,562 Shares of Common Stock
Up to 22,462,562 Shares of Common Stock underlying Warrants

NXT-ID, INC.

PROSPECTUS

A.G.P.

The date of this prospectus is , 2021

Through and including , 2021 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to unsold allotments or subscriptions.

PART II – INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth an estimate of the fees and expenses relating to the issuance and distribution of the securities being registered hereby, all of which shall be borne by the registrant. All of such fees and expenses, except for the SEC registration and the FINRA filing fee, are estimated:

SEC registration fee	$	3,952.15
FINRA filing fee	$	5,933.75
Transfer agent and registrar fees and expenses	$	5,000
Legal fees and expenses	$	200,000
Printing fees and expenses	$	10,000
Accounting fees and expenses	$	50,000
Miscellaneous fees and expenses	$	15,000
Total	$	289,885.90

Item 14. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware (the "DGCL") provides that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was illegal. A Delaware corporation may indemnify any person who was, or is, a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests, provided that no indemnification is permitted without judicial approval if the officer, director, employee or agent is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses which such officer or directors has actually and reasonably incurred. Section 145 of the DGCL further provides that a Delaware corporation may indemnify any other person who is not a present or former director or officer of such corporation against expenses (including attorneys' fees) actually and reasonably incurred by such person to the extent such person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above. Our by-laws in effect provide indemnification to our officers and directors and other specified persons with respect to their conduct in various capacities to the extent permitted by the DGCL.

Section 145 of the DGCL further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145 of the DGCL.

Pursuant to an employment agreement, dated as of June 8, 2021 and effective as of June 14, 2021, that we entered into with Chia-Lin Simmons, our Chief Executive Officer (the "Employment Agreement"), we have agreed to defend, indemnify, and hold Ms. Simmons harmless for all past or future acts, omissions or decisions made by her in good faith while performing services for us, and for all necessary expenditures or losses incurred by her in direct consequence of the discharge of her duties, to the fullest extent permitted by applicable law. Such obligations extend to claims, allegations, threats, losses, liabilities, causes of action, lawsuits, proceedings, judgments, fines, penalties, damages, costs and expenses including attorneys' fees and other legal expenses, made against Ms. Simmons arising out of or related to any act or omission by or attributable to any of our employees or those of our affiliates, including but not limited to any individual that previously served as our Chief Executive Officer or served in such position for our affiliates. Pursuant to the Employment Agreement, we may satisfy our indemnity obligations thereunder by purchasing directors and officers insurance coverage that provides the defense and indemnity provisions thereof, including prior acts of prior directors or officers, and if any carrier reserves its rights to decline coverage, even while providing a defense, or denies coverage as to any claim, Ms. Simmons has the right to retain counsel at our or the insurance carrier's expense. In addition, pursuant to the Employment Agreement, we have agreed not to settle any claim against Ms. Simmons without her written consent, which shall not be unreasonably withheld, and any such settlement shall not include any admission of fault, wrongdoing, or liability by Ms. Simmons. The foregoing description of the Employment Agreement is not complete and is qualified in its entirety by reference to the full text of the Employment Agreement, which is attached as Exhibit 10.1 to our Current Report on Form 8-K, filed with the SEC on June 17, 2021.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any by-law provision, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

We maintain a general liability insurance policy that covers liabilities of our directors and officers arising out of claims based on acts or omissions in their capacities as our directors or officers.

See "Item 17. Undertakings" for a description of the SEC's position regarding such indemnification provisions.

We plan to enter into an underwriting agreement that provides that we are to indemnify the underwriters under certain circumstances and the underwriters are obligated, under certain circumstances, to indemnify our directors, officers and controlling persons against specified liabilities, including liabilities under the Securities Act.

Item 15. Recent Sales of Unregistered Securities

The following is a summary of all of our securities sold by us within the past three years which were not registered under the Securities Act of 1933, as amended (the "Securities Act"):

On September 14, 2018, Nxt-ID, Inc., (the "Company"), entered into a warrant amendment and exercise Agreement (the "Amendment Agreement") with certain holders (collectively, the "September Investors") of previously issued warrants issued by the Company (the "Old Warrants"). In connection with those warrants dated July 13, 2017, July 19, 2017, and November 13, 2017, (the "Warrant Agreements") the Company agreed to issue to the September Investors new warrants to purchase up to 3,273,601 shares of common stock, par value $0.0001 per share (the "Common Stock"), at an exercise price of $2.00 per share (the "New Warrants"), subject to the terms of the Amendment Agreement. In consideration of the September Investors' exercising up to 3,273,601 of the Old Warrants, the exercise price per share of the Old Warrants was reduced to $1.50 per share. The September Investors had the option to exercise the Old Warrants after December 31, 2018, but would not be entitled to any New Warrants for any Old Warrants exercised after that date. The exercise price per share of the New Warrants represented a 30% premium to the closing price for the Common Stock on September 14, 2018. The New Warrants were issued to the September Investors in a private placement transaction pursuant to an exemption from the registration requirements of the Securities Act provided in Regulation D promulgated under the Securities Act.

On July 14, 2020, the Company closed a registered direct offering (the "July Registered Direct Offering") of (i) an aggregate of 3,778,513 shares (the "Shares") of Common Stock; (ii) pre-funded warrants to purchase up to an aggregate of 734,965 shares of Common Stock (the "Pre-Funded Warrant Shares") at an exercise price of $0.01 per share, subject to customary adjustments thereunder (the "Pre-Funded Warrants"); (iii) warrants, with a term of five (5) years exercisable immediately upon issuance, to purchase an aggregate of up to 1,579,718 shares of Common Stock (the "Registered Warrant Shares") at an exercise price of $0.50 per share, subject to customary adjustments thereunder (the "Registered Warrants"); and (iv) warrants, with a term of five and one-half (5.5) years first exercisable six (6) months after issuance, to purchase an aggregate of up to 3,750,000 shares of Common Stock (the "Unregistered Warrant Shares") at an exercise price of $0.65 per share, subject to customary adjustments thereunder (the "Unregistered Warrants"), for gross proceeds of $1,864,528, before deducting any offering expenses.

The Company entered into a securities purchase agreement on July 10, 2020 with two accredited investors ("Investors") providing for the issuance of the Shares, the Pre-Funded Warrants, the Registered Warrants and the Unregistered Warrants (the "Purchase Agreement"). The Shares, the Pre-Funded Warrants, the Pre-Funded Warrant Shares, the Registered Warrants and the Registered Warrant Shares were registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to a prospectus supplement to the Company's currently effective registration statement on Form S-3 (File No. 333-228624), which was initially filed with the SEC on November 30, 2018 and was declared effective on December 12, 2018 (the "Shelf Registration Statement"). The Company filed the prospectus supplement to the Shelf Registration Statement with the SEC on July 13, 2020. Pursuant to the Purchase Agreement, the Unregistered Warrants and the Unregistered Warrant Shares were issued to the Investors in a concurrent private placement transaction pursuant to an exemption from the registration requirements of the Securities Act provided in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

On December 16, 2020, the Company entered into a securities purchase agreement (the "December Purchase Agreement") with two accredited investors (the "December Investors") providing for an aggregate investment of $2,000,000 by the December Investors for the issuance by the Company to them of (i) 1,515,151 shares of Series D Convertible Preferred Stock, par value $0.0001 per share, of the Company (the "Series D Preferred Stock") convertible into an aggregate of up to 3,030,303 shares of Common Stock that are issuable from time to time upon conversion of such shares of Series D Preferred Stock (the "Conversion Shares"); (ii) warrants, with a term of five (5) years exercisable immediately upon issuance, to purchase an aggregate of up to 1,000,000 shares of Common Stock (the "December Registered Warrant Shares") at an exercise price of $0.49 per share, subject to customary adjustments thereunder (the "December Registered Warrants"); and (iii) warrants, with a term of five and one-half (5.5) years first exercisable six (6) months after issuance, to purchase an aggregate of up to 5,060,606 shares of Common Stock (the "December Unregistered Warrant Shares" and collectively with the December Registered Warrant Shares, the "December Warrant Shares") at an exercise price of $0.49 per share, subject to customary adjustments thereunder (the "December Unregistered Warrants" and collectively with the December Registered Warrants, the "December Warrants"). Pursuant to the December Purchase Agreement, the December Unregistered Warrants and the December Unregistered Warrant Shares were issued to the December Investors in a concurrent private placement transaction pursuant to an exemption from the registration requirements of the Securities Act provided in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

On January 8, 2021, the Company entered into a warrant amendment and exercise agreement (the "Amendment Agreement") with a holder (the "Holder") of a common stock purchase warrant, dated April 4, 2019, previously issued by the Company to the Holder (the "Original January Warrant"). In consideration for each exercise of the Original January Warrant that occurred within 45 calendar days of the date of the Amendment Agreement, in addition to the issuance of the Warrant Shares (as defined in the Original Warrant) on or prior to the Warrant Share Delivery Date (as defined in the Original Warrant), the Company agreed to deliver to the Holder a new warrant to purchase a number of shares of Common Stock equal to the number of Original Warrants that the Holder has exercised pursuant to the terms of the Original Warrant, at an exercise price of $1.525 per share (the "New Warrants"). The Holder was entitled to exercise the Original Warrants after 45 calendar days of the date of the Amendment Agreement, but would not receive any New Warrants in consideration for the exercise of any Original Warrants exercised thereafter. The New Warrants were issued to the September Investors in a private placement transaction pursuant to an exemption from the registration requirements of the Securities Act provided in Regulation D promulgated under the Securities Act.

On February 2, 2021, we closed the February Offering, which was conducted pursuant to a securities purchase agreement, dated as of January 29, 2021 (the "January Purchase Agreement"), whereby we issued to certain institutional investors in a registered direct offering (i) an aggregate of 1,476,016 shares of Series E Convertible Preferred Stock, par value $0.0001 per share, of the Company (the "Series E Preferred Stock"), convertible into an aggregate of up to 2,952,032 shares of Common Stock, and (ii) common stock purchase warrants exercisable for up to 1,000,000 shares of Common Stock at an exercise price of $1.23 per share, subject to customary adjustments thereunder, which were exercisable immediately upon issuance and have five year terms. Such registered direct offering closed concurrently with the closing of a private placement transaction pursuant to which we issued to such investors unregistered warrants to purchase up to an aggregate of 1,952,032 shares of Common Stock at an exercise price of $1.23 per share, subject to customary adjustments thereunder, which were exercisable immediately upon issuance and have five year terms. The February Offering resulted in gross proceeds of approximately $4 million, before deducting any offering expenses, and the net proceeds from the February Offering were used for working capital and liability reduction purposes. Pursuant to the January Purchase Agreement, such unregistered warrants and the shares of Common Stock underlying such warrants were issued to such investors in a concurrent private placement transaction pursuant to an exemption from the registration requirements of the Securities Act provided in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder

In connection with our entry into an employment agreement, effective June 14, 2021, with Chia-Lin Simmons and as a material inducement to Ms. Simmons's acceptance of employment with the Company as its Chief Executive Officer, the Company offered Ms. Simmons shares of restricted stock of the Company equal to 5% of the issued and outstanding shares of Common Stock, which issuance was approved by the compensation committee of the Company's board of directors and occurred in accordance with Nasdaq Listing Rule 5635(c)(4) outside of the Company's 2017 Stock Incentive Plan and 2013 Long-Term Stock Incentive Plan. In connection with such issuance, the Company and Ms. Simmons have entered into a Restricted Stock Award Agreement on June 14, 2021, which agreement contemplates the restricted shares vesting over a 48-month period commencing on June 14, 2021. One fourth of such shares will vest on June 14, 2022. Thereafter, 1/36 of such shares will vest on the first day of each subsequent month until all such shares have vested.

On August 16, 2021, we closed a private placement offering (the "August Offering"), which was conducted pursuant to a securities purchase agreement, dated as of August 13, 2021, (the "August Purchase Agreement"), whereby we issued to certain institutional investors (i) an aggregate of 1,333,333 shares of Series F Convertible Preferred Stock, par value $0.0001 per share (the "Series F Preferred Stock"), convertible into an aggregate of up to 10,666,664 shares of Common Stock, assuming a conversion price of $0.375 per share, and (ii) warrants exercisable for up to 6,666,665 shares of Common Stock at an exercise price of $0.78 per share, subject to customary adjustments thereunder, which are exercisable on February 16, 2022 and have terms of five and a half (5.5) years. The August Offering resulted in gross proceeds of approximately $4 million, before deducting any offering expenses. Pursuant to the August Purchase Agreement, such unregistered warrants, shares of Series F Preferred Stock and the shares of Common Stock underlying such securities were issued to such investors in a private placement transaction pursuant to an exemption from the registration requirements of the Securities Act provided in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. As of the date of this registration statement, holders of an aggregate of 993,333 shares of Series F Preferred Stock converted such shares into an aggregate of 5,445,009 shares of Common Stock, assuming a conversion price of $0.54729 per share. We issued such shares of Common Stock to such holders in a private placement transaction pursuant to an exemption from the registration requirements of the Securities Act provided in Section 3(a)(9) of the Securities Act, as the Common Stock was issued to existing stockholders and no remuneration was provided in consideration of the issuance.

With respect to the availability of an exemption from registration, relating to the sale and unregistered issuances of such securities described above, we made these determinations based on the representations of each investor which included, in pertinent part, that each such investor was either (a) an "accredited investor" within the meaning of Rule 501 of Regulation D or (b) a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act and upon such further representations from each investor that (i) such investor acquired the securities for his, her or its own account for investment and not for the account of any other person and not with a view to or for distribution, assignment or resale in connection with any distribution within the meaning of the Securities Act, (ii) such investor agreed not to sell or otherwise transfer the purchased securities unless they are registered under the Securities Act and any applicable state securities laws, or an exemption or exemptions from such registration are available, (iii) such investor had knowledge and experience in financial and business matters such that he, she or it was capable of evaluating the merits and risks of an investment in us, (iv) such investor had access to all of our documents, records, and books pertaining to the investment and was provided the opportunity to ask questions and receive answers regarding the terms and conditions of the offering and to obtain any additional information which we possessed or were able to acquire without unreasonable effort and expense, and (v) such investor had no need for the liquidity in its investment in us and could afford the complete loss of such investment. In addition, there was no general solicitation or advertising for securities issued in reliance upon these exemptions.

Item 16. Exhibits.

The list of exhibits in the Exhibit Index to this registration statement is incorporated herein by reference.

Item 17. Undertakings.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

i. To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that the undertakings set forth in paragraphs (1)(i), (1)(ii) and (1)(iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended, that are incorporated by reference in this registration statement or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933, as amended, to any purchaser:

i. Each prospectus filed by the registrant pursuant to Rule 424 (b)(3) shall be deemed to be part of this registration statement as of the date the filed prospectus was deemed part of and included in this registration statement;

ii. Each prospectus required to be filed pursuant to Rule 424 (b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933, as amended, shall be deemed to be part of and included in the registration statement as of the earlier of the date such prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; and

iii. Each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933, as amended, to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

i. Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

ii. Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

iii. The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

iv. Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(6) That, for purposes of determining any liability under the Securities Act of 1933, as amended, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934, as amended) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(7) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oxford, in the State of Connecticut on September 13, 2021.

NXT-ID, INC.

By: /s/ Chia-Lin Simmons
Chia-Lin Simmons
Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Chia-Lin Simmons, his or her true and lawful attorney-in-fact and agent with full power of substitution and re-substitution, for him or her and in his or her name, place and stead, in any and all capacities to sign any or all amendments (including, without limitation, post-effective amendments) to this registration statement, any related registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933 and any or all pre- or post-effective amendments thereto, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming that said attorney-in-fact and agent, or any substitute or substitutes for her, may lawfully do or cause to be done by virtue hereof. Pursuant to the requirements of the Securities Act of 1933, the following persons in the capacities and on the dates indicated have signed this registration statement below.

Signature	Title	Date
/s/ Chia-Lin Simmons Chia-Lin Simmons	Chief Executive Officer and Director *(Principal Executive Officer)*	September 13, 2021
/s/ Mark Archer Mark Archer	Interim Chief Financial Officer *(Principal Financial and Accounting Officer)*	September 13, 2021
/s/ Major General David R. Gust, USA, Ret. Major General David R. Gust, USA, Ret.	Director	September 13, 2021
/s/ Michael J. D'Almada-Remedios, PhD Michael J. D'Almada-Remedios, PhD	Director	September 13, 2021
/s/ Daniel P. Sharkey Daniel P. Sharkey	Director	September 13, 2021
/s/ Robert A. Curtis, Pharm.D. Robert A. Curtis, Pharm.D.	Director	September 13, 2021

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
1.1*	Form of Underwriting Agreement
2.1	Agreement and Plan of Merger by and among Nxt-ID, Inc., Fit Merger Sub, Inc., Fit Pay, Inc. and Michael Orlando (17)
3.1(i)	Certificate of Incorporation, as amended (1)
3.1(i)(a)	Certificate of Amendment to Certificate of Incorporation (13)
3.1(i)(b)	Certificate of Designations of Series A Convertible Preferred Stock (9)
3.1 (i)(c)	Amendment of Certificate of Designations of Series A Convertible Preferred Stock (11)
3.1(i)(d)	Second Certificate of Amendment of Designations of Series A Convertible Preferred Stock (12)
3.1(i)(e)	Certificate of Designations for Series B Convertible Preferred Stock (12)
3.1(i)(f)	Certificate of Designations for Series C Non-Convertible Preferred Stock (17)
3.1(i)(g)	Certificate of Designations for Series D Convertible Preferred Stock (27)
3.1(i)(h)	Amended and Restated Certificate of Designations for Series D Convertible Preferred Stock (27)
3.1(i)(i)	Form of Elimination of Amended and Restated Certificate of Designations for Series D Convertible Preferred Stock (28)
3.1(i)(j)	Certificate of Designations for Series E Convertible Preferred Stock (28)
3.1(i)(k)	Form of Certificate of Designations for Series F Convertible Preferred Stock (40)
3.1(i)(l)	Elimination of Certificate of Designations for Series E Convertible Preferred Stock (41)
3.1(ii)	By-laws (1)
4.1	Form of Warrant for January 2014 Offering (2)
4.2	Form of Agent Warrant for January 2014 Offering (2)
4.3	Form of Warrant for June 2014 and August 2014 Offerings (4)
4.4	Form of Warrant for September 2014 Offering (5)
4.5	Form of Underwriter Warrant for September 2014 Offering (5)
4.6	Form of Class A Warrant (6)
4.7	Form of Class B Warrant (6)
4.8	Form of Warrant for July 2015 Private Placement (7)
4.9	Form of Warrant for December 2015 Agreement with WorldVentures Holdings, LLC (8)
4.10	Form of Warrant for May 2016 Interest Purchase Agreement with LogicMark, LLC (10)
4.11	Form of Warrant for July 2016 Private Placement (12)
4.12	Form of Seller's Note for July 2016 LogicMark, LLC Acquisition (12)
4.13	Form of Warrant for November 2016 Agreement with LogicMark, LLC (15)
4.14	Form of November 2016 Exchange Note (15)
4.15	Form of Pre-Funded Warrant for July 2017 Public Offering (18)
4.16	Form of Purchase Warrant for July 2017 Private Placement (18)
4.17	Form of July 2017 Exchange Note (19)
4.18	Form of Warrant for July 2017 Exchange (19)
4.19	Form of Warrant for November 2017 Private Placement (20)
4.20	Form of Warrant to Sagard Credit Partners, LP (23)
4.21	Form of September 2018 New Warrant (25)
4.22	Form of Warrant Amendment and Exercise Agreement (25)
4.23	Form of Pre-Funded Warrant for July 2020 Private Placement (30)
4.24	Form of Registered Warrant for July 2020 Private Placement (30)
4.25	Form of Unregistered Warrant for July 2020 Private Placement (30)
4.26	Form of Registered Warrant for December 2020 Private Placement (27)
4.27	Form of Unregistered Warrant for December 2020 Private Placement (27)
4.28	Form of New Warrant (33)
4.29	Form of Series E Convertible Preferred Stock Certificate (28)
4.30	Form of Registered Warrant for February 2021 Private Placement (28)
4.31	Form of Unregistered Warrant for February 2021 Private Placement (28)
4.32	Form of Unregistered Warrant for August 2021 Private Placement (40)
4.33*	Form of Warrant
5.1**	Opinion of Sullivan & Worcester LLP
10.1†	2013 Long Term Incentive Plan (1)
10.2†	Forms of Agreement Under 2013 Long Term Incentive Plan (1)
10.3†	2017 Stock Incentive Plan (24)

10.4†	Employment Agreement Between Nxt-ID and Gino Pereira (3)
10.5†	Employment Agreement Between Nxt-ID and Michael J. Orlando (22)
10.6	License Agreement between 3D-ID, LLC and Genex Technologies (1)
10.7	Purchase Agreement between 3D-ID, LLC and Nxt-ID, Inc. (1)
10.8	Form of Warrant Purchase Agreement for July 2015 Private Placement (7)
10.9	Form of Securities Purchase Agreement for December 2015 Agreement with WorldVentures Holdings, LLC (8)
10.10	Form of Interest Purchase Agreement for May 2016 Agreement with LogicMark, LLC (10)
10.11	Form of First Amendment to Interest Purchase Agreement for May 2016 Agreement with LogicMark, LLC (11)
10.12	Form of Security Agreement for July 2016 Agreement with LogicMark, LLC (12)
10.13	Form of Loan and Security Agreement for July 2016 Agreement with ExWorks Capital Fund I, L.P. (12)
10.14	Form of Subordination Agreement for July 2016 Agreement with LogicMark, LLC (12)
10.15	Form of Securities Purchase Agreement for July 2016 Agreement with LogicMark, LLC (12)
10.16	Form of Registration Rights Agreement for July 2016 Agreement with LogicMark, LLC (12)
10.17	Form of Forbearance Agreement between Nxt-ID and LogicMark Investment Partners, LLC (14)
10.18	Form of Exchange Agreement for November 2016 Agreement with LogicMark, LLC (15)
10.19	Form of Intercreditor Agreement for November 2016 Agreement with LogicMark, LLC (15)
10.20	First Amendment to Forbearance Agreement for November 2016 Agreement with LogicMark, LLC (15)
10.21	Form of Letter Agreement with July 2016 Investors (16)
10.22	Form of Placement Agency Agreement for July 2017 Offering (18)
10.23	Form of Securities Purchase Agreement for July 2017 Offering (18)
10.24	Form of July 2017 Exchange Agreement (19)
10.25	Form of July 2017 Assignment and Assumption Agreement (19)
10.26	Form of Placement Agency Agreement for November 2017 Offering (20)
10.27	Form of Securities Purchase Agreement for November 2017 Offering (20)
10.28	Form of Placement Agency Agreement for December 2017 Offering (21)
10.29	Form of Securities Purchase Agreement for December 2017 Offering (21)
10.30	Senior Secured Credit Agreement, dated May 24, 2018, with Sagard Holdings Manager, LP (23)
10.31	Security Agreement, dated May 24, 2018, with Sagard Holdings Manager, LP (23)
10.32	Intellectual Property Security Agreement, dated May 24, 2018, with Sagard Holdings Manager, LP (23)
10.33	Pledge Agreement, dated May 24, 2018, with Sagard Holdings Manager, LP (23)
10.34	Guaranty, dated May 24, 2018, with Sagard Holdings Manager, LP (23)
10.35	Paycheck Protection Program Promissory Note and Agreement, dated May 1, 2020, by and between Bank of America, NA and LogicMark, LLC (29)
10.36	Paycheck Protection Program Promissory Note and Agreement, dated May 1, 2020, by and between Bank of America, NA and Nxt-ID, Inc. (29)
10.37	Form of Securities Purchase Agreement for July 2020 Offering (30)
10.38	LogicMark Senior Secured Credit Agreement, dated May 3, 2019, (31)
10.39	LogicMark, LLC Security Agreement, dated May 3, 2019 (31)
10.40	LogicMark, LLC Securities Pledge Agreement, dated May 3, 2019 (31)
10.41	LogicMark, LLC Intellectual Property Security Agreement, dated May 3, 2019 (31)
10.42	Guaranty, dated May 3, 2019 (31)
10.43	First Amendment to Senior Secured Credit Agreement, dated as of November 16, 2020 (32)
10.44	Form of Securities Purchase Agreement for December 2020 Offering (27)
10.45	Form of Warrant Amendment and Exercise Agreement, dated January 8, 2021 (33)
10.46†	Employment Agreement by and between the Company and Vincent S. Miceli, dated as of January 8, 2021 (34)
10.47	Form of Securities Purchase Agreement for February 2021 Offering (28)
10.48	Second Amendment to Senior Secured Credit Agreement, dated as of February 8, 2021 (35)
10.49	Lease Agreement by and between LogicMark LLC and Moorman Properties LLC (36)
10.50†	Employment Agreement by and between the Company and Chia-Lin Simmons, dated as of June 8, 2021 (37)
10.51	Settlement Agreement, effective August 11, 2021, by and between the Company and GDMSAI (38)
10.52†	Consulting Agreement, dated as of July 15, 2021, by and between the Company and FLG Partners (39)
10.53	Letter Agreement, signed on August 9, 2021, and effective as of August 1, 2021, by and between the Company and Vincent S. Miceli (39)
10.54	Form of Securities Purchase Agreement for August 2021 Offering (40)
10.55*	Form of Voting Agreement
14.1	Code of Ethics (3)
21.1	List of Subsidiaries (26)
23.1*	Consent of Marcum LLP
23.2**	Consent of Sullivan & Worcester LLP (included in Exhibit 5.1)
24.1*	Power of Attorney (included on the signature page of this registration statement)

* Filed herewith.
** Previously filed.

† Management contract or compensatory plan or arrangement.

(1) Filed as an Exhibit to the Company's Registration Statement on Form S-1 (File No. 333-184673) with the SEC on January 31, 2013.
(2) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on January 17, 2014.
(3) Filed as an Exhibit to the Company's Annual Report on Form 10-K with the SEC on February 25, 2014.
(4) Filed as an Exhibit to the Company's Registration Statement on Form S-1 (File No. 333-197845) with the SEC on August 5, 2014.
(5) Filed as Exhibit to the Company's Registration Statement on Form S-1 (File No. 333-197845) with the SEC on August 14, 2014.
(6) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on April 24, 2015.
(7) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on July 30, 2015.
(8) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on January 4, 2016.
(9) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on April 12, 2016.
(10) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on May 20, 2016.
(11) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on July 7, 2016.
(12) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on July 27, 2016.
(13) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on September 12, 2016.
(14) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on September 26, 2016.
(15) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on November 30, 2016.
(16) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on February 10, 2017.
(17) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on May 30, 2017.
(18) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on July 10, 2017.
(19) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on July 20, 2017.
(20) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on November 9, 2017.
(21) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on December 21, 2017.
(22) Filed as an Exhibit to the Company's Annual Report on Form 10-K with the SEC on April 2, 2018.
(23) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on May 30, 2018.
(24) Filed as an Exhibit to the Company's Registration Statement on Form S-1 (File No. 333-226116) with the SEC on July 10, 2018.
(25) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on September 20, 2018.
(26) Filed as an Exhibit to the Company's Annual Report on Form 10-K with the SEC on March 30, 2020.
(27) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on December 18, 2020.
(28) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on February 1, 2021.
(29) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on May 12, 2020.
(30) Filed as an Exhibit to the Company's Current Report on Form 8-K/A with the SEC on July 13, 2020.
(31) Filed as an Exhibit to the Company's Quarterly Report on Form 10-Q with the SEC on May 15, 2019.
(32) Filed as an Exhibit to the Company's Quarterly Report on Form 10-Q with the SEC on November 16, 2020.
(33) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on January 8, 2021.
(34) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on January 14, 2021.
(35) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on February 8, 2021.
(36) Filed as an Exhibit to the Company's Annual Report on Form 10-K with the SEC on April 15, 2021.
(37) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on June 17, 2021.
(38) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on August 13, 2021.
(39) Filed as an Exhibit to the Company's Quarterly Report on Form 10-Q with the SEC on August 16, 2021.
(40) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on August 17, 2021.
(41) Filed as an Exhibit to the Company's Current Report on Form 8-K with the SEC on August 20, 2021.

Exhibit 1.1

UNDERWRITING AGREEMENT

between

NXT-ID, INC.

and

A.G.P./ALLIANCE GLOBAL PARTNERS,

as Representative of the Several Underwriters

NXT-ID, INC.

UNDERWRITING AGREEMENT

New York, New York
September 14, 2021

A.G.P./Alliance Global Partners
As Representative of the several Underwriters
named on Schedule 1 attached hereto
590 Madison Avenue, 28th Floor
New York, New York 10022

Ladies and Gentlemen:

The undersigned, Nxt-ID, Inc., a Delaware corporation (the "**Company**"), hereby confirms its agreement (this "**Agreement**") with A.G.P./Alliance Global Partners (hereinafter referred to as "you" (including its correlatives) or the "**Representative**") and with the other underwriters named on Schedule 1 hereto (if any) for which the Representative is acting as representative (the Representative and any such other underwriters being collectively called the "**Underwriters**" or, individually, an "**Underwriter**") as follows:

1. **Purchase and Sale of Securities.**

1.1 **Firm Securities**.

1.1.1. **Nature and Purchase of Securities**.

(i) On the basis of the representations and warranties herein contained, but subject to the terms and conditions herein set forth, the Company agrees to issue and sell to the several Underwriters, (a) an aggregate of [_____] shares (the "**Firm Shares**") of the Company's common stock, par value $0.0001 per share (the "**Common Stock**") and (b) Common Stock purchase warrants (the "**Firm Warrants**") to purchase up to an aggregate of [_____] shares of Common Stock, which shall have an exercise price of $[___]. The Firm Shares and the Firm Warrants are referred to herein as the "**Firm Securities**".

(ii) The Underwriters, severally and not jointly, agree to purchase from the Company the number of Firm Securities set forth opposite their respective names on Schedule 1 attached hereto and made a part hereof. The purchase price for one Firm Share shall be $[____] and the purchase price for one Firm Warrant shall be $0.00093. The Firm Securities are to be offered initially to the public at the offering price set forth on the cover page of the Prospectus (as defined in Section 2.1.1 hereof).

1.1.2. **Firm Securities Payment and Delivery**.

(i) Delivery and payment for the Firm Securities shall be made at 10:00 a.m., Eastern time, on the second (2nd) Business Day following the effective date (the "**Effective Date**") of the Registration Statement (as defined in Section 2.1.1 below) under the Securities Act of 1933, as amended (the "**Securities Act**") (or the third (3rd) Business Day following the Effective Date if the pricing for the Offering (as defined in Section 2.1.1 below) occurs after 4:01 p.m., Eastern time on the Effective Date) or at such earlier time as shall be agreed upon by the Representative and the Company, at the offices of Gracin & Marlow, LLP, The Chrysler Building, 405 Lexington Avenue, 26th Floor, New York, New York 10174 ("**Representative Counsel**"), or at such other place (or remotely by facsimile or other electronic transmission) as shall be agreed upon by the Representative and the Company. The hour and date of delivery and payment for the Firm Securities is called the "**Closing Date**".

(ii) Payment for the Firm Securities shall be made on the Closing Date by wire transfer in Federal (same day) funds, payable to the order of the Company upon delivery of the Firm Securities (i) via the Depository Trust Company ("**DTC**"), with respect to the Firm Shares and (ii) by physical delivery to the purchasers thereof, with respect to the Warrants, in accordance with the Representative's instructions. The Firm Securities shall be registered in such name or names and in such authorized denominations as the Representative may request in writing at least two (2) full Business Days prior to the Closing Date. The Company shall not be obligated to sell or deliver the Firm Securities except upon tender of payment by the Representative for all of the Firm Securities. The term "**Business Day**" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions are authorized or obligated by law to close in New York, New York.

1.2 **Over-allotment Option**.

1.2.1. **Option Securities**. For the purposes of covering any over-allotments in connection with the distribution and sale of the Firm Securities, the Company hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase up to an additional [___] shares of Common Stock from the Company, representing fifteen percent (15%) of the Firm Shares sold in the offering (the "**Option Shares**"), and/or (b) warrants to purchase up to [____] shares of Common Stock from the Company, representing fifteen percent (15%) of the Firm Warrants (the "**Option Warrants**" and together with the Option Shares, the "**Option Securities**"). The purchase price to be paid per Option Security shall be equal to the price per applicable Firm Security set forth in Section 1.1.1 hereof. The shares of Common Stock underlying the Firm Warrants and the Option Warrants are hereinafter referred to as the "**Registered Warrant Shares**". The Firm Securities, the Option Securities and the Registered Warrant Shares are hereinafter referred to together as the "**Public** Securities". The offering and sale of the Public Securities is hereinafter referred to as the "**Offering**".

1.2.2. **Exercise of Option**. The Over-allotment Option granted pursuant to Section 1.2.1 hereof may be exercised by the Representative as to all (at any time) or any part (from time to time) of the Option Securities within forty-five (45) days after the date of the Prospectus (as defined below). The Underwriters shall not be under any obligation to purchase any Option Securities prior to the exercise of the Over-allotment Option. The Over-allotment Option granted hereby may be exercised by the giving of oral notice to the Company from the Representative, which must be confirmed in writing by overnight mail or facsimile or other electronic transmission setting forth the number of Option Securities to be purchased and the date and time for delivery of and payment for the Option Securities (the "**Option Closing Date**"), which shall not be later than five (5) full Business Days after the date of the notice or such other time as shall be agreed upon by the Company and the Representative, at the offices of Representative Counsel, or at such other place (including remotely by facsimile or other electronic transmission) as shall be agreed upon by the Company and the Representative. If such delivery and payment for the Option Securities does not occur on the Closing Date, the Option Closing Date will be as set forth in the notice. Upon exercise of the Over-allotment Option with respect to all or any portion of the Option Securities, subject to the terms and conditions set forth herein, (i) the Company shall become obligated to sell to the Underwriters the number of Option Securities specified in such notice and (ii) each of the Underwriters, acting severally and not jointly, shall purchase that portion of the total number of Option Securities then being purchased as set forth in Schedule 1 opposite the name of such Underwriter.

1.2.3. **Payment and Delivery**. Payment for the Option Securities shall be made on the Option Closing Date by wire transfer in Federal (same day) funds, payable to the order of the Company upon delivery to you of certificates (in form and substance satisfactory to the Underwriters) representing the Option Securities (or through the facilities of DTC) for the account of the Underwriters. The Option Securities shall be registered in such name or names and in such authorized denominations as the Representative may request in writing at least two (2) full Business Days prior to the Option Closing Date. The Company shall not be obligated to sell or deliver the Option Securities except upon tender of payment by the Representative for applicable Option Securities.

2. **Representations and Warranties of the Company**. The Company represents and warrants to the Underwriters as of the Applicable Time (as defined below), as of the Closing Date and as of the Option Closing Date, as follows:

2.1 **Filing of Registration Statement**.

2.1.1. **Pursuant to the Securities Act**. The Company has filed with the U.S. Securities and Exchange Commission (the "**Commission**") a registration statement, and an amendment or amendments thereto, on Form S-1 (File No. 333-259105), including any related prospectus or prospectuses, for the registration of the sale of Public Securities under the Securities Act, which registration statement and amendment or amendments have been prepared by the Company in all material respects in conformity with the requirements of the Securities Act and the rules and regulations of the Commission promulgated thereunder (the "**Securities Act Regulations**") and contains and will contain all material statements that are required to be stated therein in accordance with the Securities Act and the Securities Act Regulations. Except as the context may otherwise require, such registration statement, as amended, on file with the Commission at the time the registration statement became effective (including the Preliminary Prospectus included in the registration statement, financial statements, schedules, exhibits and all other documents filed as a part thereof or incorporated therein and all information deemed to be a part thereof as of the Effective Date pursuant to paragraph (b) of Rule 430A of the Securities Act Regulations (the "**Rule 430A Information**")), is referred to herein as the "**Registration Statement**". If the Company files any registration statement pursuant to Rule 462(b) of the Securities Act Regulations, then after such filing, the term "**Registration Statement**" shall include such registration statement filed pursuant to Rule 462(b). The Registration Statement has been declared effective by the Commission on the date hereof.

Each prospectus used prior to the effectiveness of the Registration Statement, and each prospectus that omitted the Rule 430A Information that was used after such effectiveness and prior to the execution and delivery of this Agreement, is herein called a "**Preliminary Prospectus**". The Preliminary Prospectus, subject to completion, dated September 13, 2021, which was included in the Registration Statement immediately prior to the Applicable Time is hereinafter called the "**Pricing Prospectus**". The final prospectus in the form first furnished to the Underwriters for use in the Offering is hereinafter called the "**Prospectus**". Any reference to the "**most recent Preliminary Prospectus**" shall be deemed to refer to the latest Preliminary Prospectus included in the Registration Statement.

"**Applicable Time**" means 5:00 p.m., Eastern Time, on the date of this Agreement.

"**Issuer Free Writing Prospectus**" means any "issuer free writing prospectus," as defined in Rule 433 of the Securities Act Regulations ("Rule 433"), including without limitation any "free writing prospectus" (as defined in Rule 405 of the Securities Act Regulations) relating to the Public Securities that is (i) required to be filed with the Commission by the Company, (ii) a "road show that is a written communication" within the meaning of Rule 433(d)(8)(i), whether or not required to be filed with the Commission, or (iii) exempt from filing with the Commission pursuant to Rule 433(d)(5)(i) because it contains a description of the Public Securities or of the Offering that does not reflect the final terms, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g).

"**Issuer General Use Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors (other than a "*bona fide* electronic road show," as defined in Rule 433), as evidenced by its being specified in Schedule 2-B hereto.

"**Issuer Limited Use Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is not an Issuer General Use Free Writing Prospectus.

"**Pricing Disclosure Package**" means any Issuer General Use Free Writing Prospectus issued at or prior to the Applicable Time, the Pricing Prospectus and the information included on Schedule 2-A hereto, all considered together.

2.1.2. **Pursuant to the Exchange Act**. The shares of Common Stock are registered pursuant to Section 12(b) under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"). The Company has taken no action designed to, or likely to have the effect of, terminating the registration of the shares of Common Stock under the Exchange Act, nor has the Company received any notification that the Commission is contemplating terminating such registration.

2.2 **No Stop Orders, etc**. Neither the Commission nor, to the Company's knowledge, any state regulatory authority has issued any order preventing or suspending the use of the Registration Statement, any Preliminary Prospectus or the Prospectus or has instituted or, to the Company's knowledge, threatened to institute, any proceedings with respect to such an order. The Company has complied with each request (if any) from the Commission for additional information.

2.3 **Stock Exchange Listing**. The shares of Common Stock are listed on The Nasdaq Capital Market ("**Nasdaq**" or the "**Exchange**"), and the Company has taken no action designed to, or likely to have the effect of delisting the shares of Common Stock from Nasdaq, nor has the Company, except as disclosed in the Registration Statement, the Prospectus and/or the SEC Reports, received any notification that Nasdaq is contemplating terminating such listing. Except as otherwise disclosed in the Registration Statement, the Prospectus and SEC Reports (as defined below), to the Company's knowledge, it is in compliance with all applicable listing requirements of Nasdaq. The Company has submitted a Listing of Additional Shares Notification Form with the Exchange with respect to the Offering of the Public Securities.

2.4 **Disclosures in Registration Statement**.

2.4.1. **Compliance with Securities Act and 10b-5 Representation**.

(i) Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective, complied in all material respects with the requirements of the Securities Act and the Securities Act Regulations. Each Preliminary Prospectus, including the prospectus filed as part of the Registration Statement as originally filed or as part of any amendment or supplement thereto, and the Prospectus, at the time each was filed with the Commission, complied in all material respects with the requirements of the Securities Act and the Securities Act Regulations. Each Preliminary Prospectus delivered to the Underwriters for use in connection with this Offering and the Prospectus was or will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(ii) Neither the Registration Statement nor any amendment thereto, at its effective time, as of the Applicable Time, at the Closing Date or at any Option Closing Date (if any), contained, contains or will contain an untrue statement of a material fact or omitted, omits or will omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(iii) The Pricing Disclosure Package, as of the Applicable Time, at the Closing Date, or at any Option Closing Date (if any)**,** did not, does not and will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Limited Use Free Writing Prospectus does not conflict with the information contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, and each such Issuer Limited Use Free Writing Prospectus, as supplemented by and taken together with the Prospectus as of the Applicable Time, did not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided however, that this representation and warranty shall not apply to statements made or statements omitted in reliance upon and in conformity with written information furnished to the Company with respect to the Underwriters by the Representative expressly for use in the Registration Statement, the Pricing Prospectus, the Pricing Disclosure Package or the Prospectus or any amendment thereof or supplement thereto. The parties acknowledge and agree that such information provided by or on behalf of any Underwriter consists solely of the following disclosure contained in the "Underwriting" section of the Prospectus: (a) the information set forth under the sub-captions "Stabilization" and "Electronic Distribution"; (b) the information set forth under the first, second and fifth sentences of the section entitled "Discount, Commissions and Expenses"; and (c) the table showing the number of securities to be purchased by each Underwriter (the "**Underwriters' Information**").

(iv) Neither the Prospectus nor any amendment or supplement thereto (including any prospectus wrapper), as of its issue date, at the time of any filing with the Commission pursuant to Rule 424(b), at the Closing Date, or at any Option Closing Date (if any)**,** included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to the Underwriters' Information.

(v) The Company has not, directly or indirectly, distributed and will not distribute any offering material in connection with the Offering other than any Preliminary Prospectus, the Pricing Disclosure Package, the Prospectus and other materials, if any, permitted under the Securities Act and consistent with Section 3.2 below.

(vi) Since the respective dates as of which information is given in the Registration Statement, the Pricing Disclosure Package and the Prospectus, except as otherwise specifically stated therein and except in accordance with its ordinary operations: (i) there has been no material adverse change in the financial position or results of operations of the Company, nor any change or development that, singularly or in the aggregate, would involve a material adverse change, in or affecting the condition (financial or otherwise), results of operations, business, assets or prospects of the Company (ii) there have been no material transactions entered into by the Company, other than as contemplated pursuant to this Agreement; and (iii) no officer or director of the Company has resigned from any position with the Company.

2.4.2. **Disclosure of Agreements**. The agreements and documents described in the Registration Statement, the Pricing Disclosure Package and the Prospectus conform in all material respects to the descriptions thereof contained or incorporated by reference therein, and there are no agreements or other documents required by the Securities Act and the Securities Act Regulations to be described in the Registration Statement, the Pricing Disclosure Package and the Prospectus or to be filed with the Commission as exhibits to the Registration Statement or to be incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, that have not been so described or filed or incorporated by reference. Each agreement or other instrument (however characterized or described) to which the Company is a party or by which it is or may be bound or affected and (i) that is referred to or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, or (ii) is material to the Company's business, has been duly authorized and validly executed by the Company, is in full force and effect in all material respects and is enforceable against the Company and, to the Company's knowledge, the other parties thereto, in accordance with its terms, except (x) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally, (y) as enforceability of any indemnification or contribution provision may be limited under the federal and state securities laws, and (z) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. None of such agreements or instruments has been assigned by the Company, and neither the Company nor, to the Company's knowledge, any other party is in default thereunder and, to the Company's knowledge, no event has occurred that, with the lapse of time or the giving of notice, or both, would constitute a default thereunder except for a default or event which would not reasonably be expected to result in a Material Adverse Effect (as such term is defined in Section 2.4.3 below). To the best of the Company's knowledge, performance by the Company of the material provisions of such agreements or instruments will not result in a violation of any existing applicable law, rule, regulation, judgment, order or decree of any governmental agency or court, domestic or foreign, having jurisdiction over the Company or any of its assets or businesses (each, a "**Governmental Entity**"), including, without limitation, those relating to environmental laws and regulations.

2.4.3. **Organization and Qualification**. The Company is an entity duly incorporated or otherwise organized, validly existing, and, if applicable under the laws of the jurisdiction in which it is formed, in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company and each of its Subsidiaries (as defined below) has all necessary authorizations, approvals, orders, licenses, certificates and permits of and from all governmental regulatory officials and bodies that it needs as of the date hereof to conduct its business purpose in all material respects as described in the Registration Statement and SEC Reports (as defined below) and to own or lease its properties. Neither the Company nor any of its Subsidiaries is in violation or default of any of the provisions of its certificate or articles of incorporation, bylaws or other organizational or charter documents. The Company and each of its Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of this Agreement, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under this Agreement (any of (i), (ii) or (iii), a "**Material Adverse Effect**") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification. The Company has no Subsidiaries, aside from the following: 3D-ID, LLC, a Florida limited liability company and LogicMark, LLC, a Delaware limited liability company (each a "**Subsidiary**" and together, the "**Subsidiaries**"). All of the direct and indirect Subsidiaries of the Company are set forth in the SEC Reports. The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction except as disclosed in the SEC Reports ("**Liens**"), and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

2.4.4. **Authorization; Enforcement**. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and the Warrant Agreement (if any) and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Warrant Agreement (if any), and the consummation by the Company of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors of the Company or the Company's stockholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and the Warrant Agreement, upon delivery will have been duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with their terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

2.4.5. **No Conflicts**. The execution, delivery and performance by the Company of this Agreement and the Warrant Agreement, and the issuance and sale of the Public Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) to the knowledge of the Company, conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, anti-dilution or similar adjustments, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals (as defined below), conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or any Subsidiary is subject, or by which any property or asset of the Company is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect. No material default exists in the due performance and observance of any term, covenant or condition of any material license, contract, indenture, mortgage, deed of trust, note, loan or credit agreement, or any other agreement or instrument evidencing an obligation for borrowed money, or any other material agreement or instrument to which the Company is a party or by which the Company may be bound or to which any of the properties or assets of the Company is subject.

2.4.6. **Filings, Consents and Approvals**. Except as otherwise disclosed in the Registration Statement and the Prospectus, the Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of this Agreement and the Warrant Agreement, other than: (i) the filing with the Commission of the Prospectus, and (ii) application(s) to each applicable Exchange for the listing of the applicable Public Securities for trading thereon in the time and manner required thereby (collectively, the "**Required Approvals**").

2.4.7. **Issuance of the Public Securities; Registration**. The Public Securities are duly authorized and, when issued and paid for in accordance with this Agreement and the Warrant Agreement, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company. The Registered Warrant Shares are duly authorized and, when issued in accordance with the terms of the Firm Warrants and Option Warrants, will be validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company. The Company has reserved from its duly authorized capital stock the maximum number of shares of Common Stock issuable pursuant to this Agreement.

2.4.8. **Capitalization**. The equity capitalization of the Company is as set forth in the Registration Statement and the Prospectus for the dates so identified under the caption "Capitalization" (other than for subsequent issuances, if any, pursuant to employee benefit plans, or upon the exercise of outstanding options or warrants, in each case described in the Registration Statement and the Prospectus). The Company had, at the date or dates indicated in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the duly authorized, issued and outstanding capitalization as set forth therein. Based on the assumptions stated in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company will have on the Closing Date the adjusted stock capitalization set forth therein. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement and the Warrant Agreement. Except as set forth in the Registration Statement and the Prospectus, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company is or may become bound to issue additional shares of Common Stock. Except as described in the Registration Statement and the Prospectus, the issuance and sale of the Public Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Underwriters) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. There are no outstanding securities or instruments of the Company that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company is or may become bound to redeem a security of the Company, other than rights or obligations to withhold shares of Common Stock issuable upon the exercise of stock options in lieu of an optionholder's payment of the exercise therefor, forfeiture of option shares or shares of restricted stock upon vesting to satisfy a holder's tax withholding obligations, or in connection with cashless or "net" exercises of warrants. The Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws where applicable, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. The authorized shares of Common Stock conform in all material respects to all statements relating thereto contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus. The offers and sales of the outstanding shares of Common Stock were at all relevant times either registered under the Securities Act and the applicable state securities or "blue sky" laws or, based in part on the representations and warranties of the purchasers of such shares of Common Stock, exempt from such registration requirements. Except for the Required Approvals, no further approval or authorization of any stockholder, the Board of Directors of the Company or others is required for the issuance and sale of the Public Securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

2.4.9. **SEC Reports; Financial Statements**. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the one year preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, together with the Prospectus, being collectively referred to herein as the "**SEC Reports**") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports complied in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with generally accepted accounting principles applied on a consistent basis during the periods involved, except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by generally accepted accounting principles ("**GAAP**"), and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments. The financial statements, including the notes thereto and supporting schedules included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, fairly present the financial position and the results of operations of the Company at the dates and for the periods to which they apply; and such financial statements have been prepared in conformity with GAAP, consistently applied throughout the periods involved (provided that unaudited interim financial statements are subject to year-end audit adjustments that are not expected to be material in the aggregate and do not contain all footnotes required by GAAP); and the supporting schedules included or incorporated by reference in the Registration Statement present fairly the information required to be stated therein. The pro forma financial statements and the related notes, if any, included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus have been properly compiled and prepared in accordance with the applicable requirements of the Securities Act, the Securities Act Regulations, the Exchange Act or the Exchange Act Regulations and present fairly the information shown therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. Except as included therein, no historical or pro forma financial statements are required to be included in the Registration Statement, the Pricing Disclosure Package or the Prospectus under the Securities Act, the Securities Act Regulations, the Exchange Act or the Exchange Act Regulations. The pro forma and pro forma as adjusted financial information and the related notes, if any, included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus have been properly compiled and prepared in accordance with the applicable requirements of the Securities Act, the Securities Act, the Exchange Act or the Exchange Act Regulations and present fairly the information shown therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. All disclosures contained in the Registration Statement, the Pricing Disclosure Package or the Prospectus, or incorporated or deemed incorporated by reference therein, regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission), if any, comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Securities Act, to the extent applicable. Each of the Registration Statement, the Pricing Disclosure Package and the Prospectus discloses all material off-balance sheet transactions, arrangements, obligations (including contingent obligations), and other relationships of the Company with unconsolidated entities or other persons that may have a material current or future effect on the Company's financial condition, changes in financial condition, results of operations, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses. Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (a) neither the Company nor any of its direct and indirect subsidiaries, including each entity disclosed or described in the Registration Statement, the Pricing Disclosure Package and the Prospectus as being a subsidiary of the Company (each, a "**Subsidiary**" and, collectively, the "**Subsidiaries**"), has incurred any material liabilities or obligations, direct or contingent, or entered into any material transactions other than in the ordinary course of business, (b) the Company has not declared or paid any dividends or made any distribution of any kind with respect to its capital stock, (c) there has not been any change in the capital stock of the Company or any of its Subsidiaries, or, other than in the course of business or any grants under any stock compensation plan, and (d) there has not been any Material Adverse Effect in the Company's long-term or short-term debt.

2.4.10. **Material Changes; Undisclosed Events, Liabilities or Developments**. Since the date of the latest audited financial statements included within the SEC Reports, except as specifically disclosed in a subsequent SEC Report filed prior to the date hereof, (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) that are material, individually or in the aggregate, to the Company, or has entered into any transactions not in the ordinary course of business other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to generally accepted accounting principles or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock, other than rights or obligations to withhold shares of Common Stock issuable upon the exercise of stock options in lieu of an optionholder's payment of the exercise therefor, forfeiture of option shares or shares of restricted stock upon vesting to satisfy a holder's tax withholding obligations, or in connection with cashless or "net" exercises of warrants, and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans. The Company does not have pending before the Commission any request for confidential treatment of information.

2.4.11. **Litigation**. Except as set forth in the Registration Statement, there is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary, or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "**Action**") which (i) adversely affects or challenges the legality, validity or enforceability of any of this Agreement and the Warrant Agreement or the Public Securities or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Except as set forth in the Registration Statement, neither the Company nor any Subsidiary, nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty, which could result in a Material Adverse Effect. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company, any Subsidiary or any current or former director or officer of the Company or any Subsidiary. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company under the Exchange Act or the Securities Act.

2.4.12. **Labor Relations**. No labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company or its Subsidiaries, which could reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any Subsidiary is a party to a collective bargaining agreement, and the Company believes that its relationships with its employees are good. To the knowledge of the Company, no executive officer of the Company or any Subsidiary, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any Subsidiary to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

2.4.13. **Compliance**. The Company and each Subsidiary: (i) is and, and to the knowledge of the Company, at all times has been in compliance with all statutes, rules, or regulations applicable to the ownership, testing, development, manufacture, packaging, processing, use, distribution, storage or disposal of any product manufactured or distributed by the Company ("**Applicable Laws**"), except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (ii) has not received any notice of adverse finding, warning letter, untitled letter or other correspondence or written notice from any governmental authority alleging or asserting noncompliance with any Applicable Laws or any licenses, certificates, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any such Applicable Laws ("**Authorizations**"); (iii) possesses all material Authorizations and such Authorizations are valid and in full force and effect and are not in material violation of any term of any such Authorizations; (iv) has not received written notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any governmental authority or third party alleging that any product operation or activity is in violation of any Applicable Laws or Authorizations and have no knowledge that any such governmental authority or third party is considering any such claim, litigation, arbitration, action, suit, investigation or proceeding, except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (v) has not received written notice that any governmental authority has taken, is taking or intends to take action to limit, suspend, modify or revoke any Authorizations and have no knowledge that any such governmental authority is considering such action, except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (vi) has filed, obtained, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Laws or Authorizations and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct in all material respects on the date filed (or were corrected or supplemented by a subsequent submission). The disclosures in the Registration Statement, the Pricing Disclosure Package and the Prospectus concerning the effects of federal, state, local and all foreign regulation on the Offering and the Company's business as currently contemplated are correct in all material respects and no other such regulations are required to be disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus which are not so disclosed.

2.4.14. **Environmental Laws**. To the knowledge of the Company, the Company and each Subsidiary (i) is in material compliance with all material federal, state, local and foreign laws relating to pollution or protection of human health or the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), including laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "**Hazardous Materials**") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands, or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations, issued, entered, promulgated or approved thereunder ("**Environmental Laws**"); (ii) has received all permits licenses or other approvals required of them under applicable Environmental Laws for their respective businesses; and (iii) is in compliance with all terms and conditions of any such permit, license or approval where in each clause (i), (ii) and (iii), the failure to so comply could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

2.4.15. **Regulatory Permits**. The Company and its Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the SEC Reports, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("**Material Permits**"), and the Company has not received any notice of proceedings relating to the revocation or modification of any Material Permit.

2.4.16. **Title to Assets**. The Company and its Subsidiaries have good and marketable title in fee simple to all real property owned by them and good and marketable title in all personal property owned by them that is material to the business of the Company and its Subsidiaries, in each case free and clear of all Liens, except for (i) Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and (ii) Liens for the payment of federal, state or other taxes, for which appropriate reserves have been made therefor in accordance with generally accepted accounting principles and, the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by the Company is held by them under valid, subsisting and enforceable leases with which the Company is in compliance in all material respects.

2.4.17. **Intellectual Property**. The Company has, or has rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or required for use in connection with their respective businesses as described in the SEC Reports and which the failure to so have could have a Material Adverse Effect (collectively, the "**Intellectual Property Rights**"). Neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement except as would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the SEC Reports, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as could not have or reasonably be expected to not have a Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable as described in the SEC Reports and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has no knowledge of any facts that would preclude it from having valid license rights or clear title to the Intellectual Property Rights. The Company has no knowledge that it lacks or will be unable to obtain any rights or licenses to use all Intellectual Property Rights that are necessary to conduct its business.

2.4.18. **Insurance**. The Company is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company is engaged, including, but not limited to, directors and officers insurance coverage. The Company has no reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

2.4.19. **Transactions with Affiliates and Employees**. Except as set forth in the Registration Statement, none of the officers or directors of the Company or any Subsidiary and, to the knowledge of the Company, none of the employees of the Company or any Subsidiary is presently a party to any transaction with the Company (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, providing for the borrowing of money from or lending of money to or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee, stockholder, member or partner, in each case in excess of $120,000 other than for (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

2.4.20. **Sarbanes-Oxley; Internal Accounting Controls**. To the knowledge of the Company, the Company and its Subsidiaries are in material compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are effective as of the date hereof and as of the Closing Date. The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company as of the end of the period covered by the most recently filed Form 10-K and Form 10-Q under the Exchange Act (such date, the "**Evaluation Date**"). The Company presented in its most recently filed Form 10-K and Form 10-Q under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) that have materially affected, or is reasonably likely to materially affect, the internal control over financial reporting of the Company and its Subsidiaries.

2.4.21. **Certain Fees**. Except as set forth in the Prospectus, no brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, underwriter, investment banker, bank or other Person with respect to the transactions contemplated by this Agreement and Warrant Agreement. Other than for Persons engaged by any Underwriter, if any, the Underwriters shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by this Agreement and the Warrant Agreement.

2.4.22. **Investment Company**. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Public Securities, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.

2.4.23. **Registration Rights**. Except as set forth in the Registration Statement, no Person has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company.

2.4.24. **Listing and Maintenance Requirements**. The shares of Common Stock are registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the shares of Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. Except as set forth in the Registration Statement, the Company has not, in the 12 months preceding the date hereof, received notice from the Exchange on which the shares of Common Stock are or have been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Exchange. The shares of Common Stock are currently eligible for electronic transfer through The Depository Trust Company, or another established clearing corporation and the Company is current in payment of the fees to The Depository Trust Company (or such other established clearing corporation) in connection with such electronic transfer.

2.4.25 **ERISA Compliance**. The Company and any "employee benefit plan" (as defined under the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder (collectively, "**ERISA**")) established or maintained by the Company or its "ERISA Affiliates" (as defined below) are in compliance in all material respects with ERISA. "**ERISA Affiliate**" means, with respect to the Company, any member of any group of organizations described in Sections 414(b),(c),(m) or (o) of the Internal Revenue Code of 1986, as amended, and the regulations and published interpretations thereunder (the "**Code**") of which the Company is a member. No "reportable event" (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any "employee benefit plan" established or maintained by the Company or any of its ERISA Affiliates. No "employee benefit plan" established or maintained by the Company or any of its ERISA Affiliates, if such "employee benefit plan" were terminated, would have any "amount of unfunded benefit liabilities" (as defined under ERISA). Neither the Company nor any of its ERISA Affiliates has incurred or reasonably expects to incur any material liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "employee benefit plan" or (ii) Sections 412, 4971, 4975 or 4980B of the Code. Each "employee benefit plan" established or maintained by the Company or any of its ERISA Affiliates that is intended to be qualified under Section 401(a) of the Code is so qualified and, to the knowledge of the Company, nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification.

2.4.26. **Disclosure**. Except with respect to the material terms and conditions of the transactions contemplated by this Agreement and the Warrant Agreement, the Company confirms that neither it nor any other Person acting on its behalf has provided any of the Underwriters or their agents or counsel with any information that it believes constitutes or might constitute material, non-public information which is not otherwise disclosed in the Prospectus. The Company understands and confirms that the Underwriters will rely on the foregoing representation in effecting transactions in securities of the Company. All of the disclosure furnished by or on behalf of the Company to the Underwriters regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby, is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made and when made, not misleading. The Company acknowledges and agrees that no Underwriter makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those contained in the Underwriters' Information.

2.4.27 **No Integrated Offering**. Assuming the accuracy of the Underwriters' representations and warranties related thereto, neither the Company nor any Subsidiary, nor any of its respective Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Public Securities to be integrated with prior offerings by the Company for purposes of (i) the Securities Act, or (ii) any applicable shareholder approval provisions of the Exchange on which any of the securities of the Company are listed or designated.

2.4.28. **D&O Questionnaires**. To the Company's knowledge, all information contained in the questionnaires (the "**Questionnaires**") completed by each of the Company's directors and officers immediately prior to the Offering (the "**Insiders**"), as supplemented by all information concerning the Company's directors, officers and principal shareholders as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, as well as in the Lock-Up Agreement (as defined in Section 2.27 below) provided to the Underwriters, is true and correct in all material respects and the Company has not become aware of any information which would cause the information disclosed in the Questionnaires to become materially inaccurate and incorrect.

2.4.29. **Tax Status**. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, to the knowledge of the Company, the Company and each of its Subsidiaries (i) has made or filed all United States federal, state and local income and all foreign tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim.

2.4.30. **Foreign Corrupt Practices**. Neither the Company nor any Subsidiary, nor to the knowledge of the Company, any agent or other person acting on behalf of the Company or any Subsidiary, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company or any Subsidiary (or made by any person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act.

2.4.31. **Accountants**. The Company's independent registered public accounting firm is as set forth in the Prospectus. To the knowledge and belief of the Company, such accounting firm (i) is a registered public accounting firm as required by the Exchange Act, (ii) is an independent registered public accounting firm as required by the Securities Act and the Securities Act Regulations and the Public Company Accounting Oversight Board (iii) during the periods covered by the financial statements included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, provided to the Company any non-audit services, as such term is used in Section 10A(g) of the Exchange Act. and (ii) shall express its opinion with respect to the financial statements to be included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2021.

2.4.32. **Acknowledgment Regarding Underwriters' Purchase of Public Securities**. The Company acknowledges and agrees that each of the Underwriters is acting solely in the capacity of an arm's length purchaser with respect to this Agreement, and the Warrant Agreement, and the transactions contemplated hereby. The Company further acknowledges that no Underwriter is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the transactions contemplated hereby and any advice given by any Underwriter or any of their respective representatives or agents in connection with this Agreement and the Warrant Agreement, and the transactions contemplated hereby is merely incidental to the Underwriters' purchase of the Public Securities. The Company further represents to each Underwriter that the Company's decision to enter into this Agreement and the Warrant Agreement has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

2.4.33. **Acknowledgment Regarding Underwriter's Trading Activity**. Anything in this Agreement or elsewhere herein to the contrary notwithstanding, it is understood and acknowledged by the Company that: (i) none of the Underwriters has been asked by the Company to agree, nor has any Underwriter agreed, to desist from purchasing or selling, long and/or short, securities of the Company, or "derivative" securities based on securities issued by the Company or to hold the Public Securities for any specified term; (ii) past or future open market or other transactions by any Underwriter, specifically including, without limitation, Short Sales or "derivative" transactions, before or after the closing of this or future private placement transactions, may negatively impact the market price of the Company's publicly-traded securities; (iii) any Underwriter, and counter-parties in "derivative" transactions to which any such Underwriter is a party, directly or indirectly, presently may have a "short" position in the shares of Common Stock, and (iv) each Underwriter shall not be deemed to have any affiliation with or control over any arm's length counter-party in any "derivative" transaction. The Company further understands and acknowledges that (y) one or more Underwriters may engage in hedging activities at various times during the period that the Public Securities are outstanding, and (z) such hedging activities (if any) could reduce the value of the existing stockholders' equity interests in the Company at and after the time that the hedging activities are being conducted. The Company acknowledges that such aforementioned hedging activities do not constitute a breach of any of this Agreement and the Warrant Agreement.

2.4.34. **Regulation M Compliance**. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Public Securities, (ii) sold, bid for, purchased, or, paid any compensation for soliciting purchases of, any of the Public Securities, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company, other than, in the case of clauses (ii) and (iii), compensation paid to the Company's Underwriter in connection with the placement of the Public Securities.

2.4.35. **Statistical Information**. The statistical and market and industry-related data included in the Registration Statement, Pricing Disclosure Package and Prospectus are based on or derived from sources which the Company believes to be reliable and accurate or represent the Company's good faith estimates that are made on the basis of data derived from such sources and the Company has obtained the written consent to the use of such data from sources to the extent required.

2.4.36 **Office of Foreign Assets Control**. Neither the Company nor any Subsidiary, nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**") and the Company will not, directly or indirectly, use the proceeds of the Offering hereunder, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

2.4.37 **U.S. Real Property Holding Corporation**. The Company is not and has never been a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and the Company shall so certify upon Underwriter's request.

2.4.38 **Bank Holding Company Act**. Neither the Company nor any of its Affiliates is subject to the Bank Holding Company Act of 1956, as amended (the "**BHCA**") and to regulation by the Board of Governors of the Federal Reserve System (the "**Federal Reserve**"). Neither the Company nor any Subsidiary nor any of their respective Affiliates owns or controls, directly or indirectly, five percent (5%) or more of the outstanding shares of any class of voting securities or twenty-five percent or more of the total equity of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve. Neither the Company nor any of its Affiliates exercises a controlling influence over the management or policies of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve.

2.4.39 **Money Laundering**. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "**Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

2.4.40 **Stamp or Other Tax**. No stamp or other issuance or transfer taxes or duties are payable by or on behalf of the Underwriters to any political subdivision or taxing authority thereof or therein in connection with the sale and delivery by the Company of the Public Securities to or for the sale and delivery by Public Securities to the Underwriters.

2.4.41. **Solvency**. After giving effect to the receipt by the Company of the proceeds from the sale of the Public Securities hereunder, (i) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted taking into account the particular capital requirements of the business conducted by the Company, consolidated and projected capital requirements and capital availability thereof, and (ii) the Company has sufficient capital to fund the operations of the Company and its Subsidiaries for at least twelve (12) months following the Closing Date. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year from the Closing Date. The SEC Reports set forth all outstanding secured and unsecured indebtedness of the Company and its Subsidiaries, or for which the Company or any Subsidiary has commitments.

2.4.42 **Lock-Up Agreements**. Schedule 3 hereto contains a complete and accurate list of the Company's directors and officers (or securities convertible or exercisable into shares of Common Stock) (collectively, the "**Lock-Up Parties**"). The Company has caused each of the Lock-Up Parties to deliver to the Representative an executed Lock-Up Agreement, in the form attached hereto as Exhibit A (the "**Lock-Up Agreement**"), prior to the execution of this Agreement.

2.4.43. **Integration**. Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause the Offering to be integrated with prior offerings by the Company for purposes of the Securities Act that would require the registration of any such securities under the Securities Act.

2.4.44 **Transactions Affecting Disclosure to FINRA**.

(i) Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus and the amount of any fees paid to FINRA members with respect to its at-the-market offerings, there are no claims, payments, arrangements, agreements or understandings relating to the payment of a finder's, consulting or origination fee by the Company or any Insider with respect to the sale of the Public Securities hereunder or any other arrangements, agreements or understandings of the Company or, to the Company's knowledge, any of its shareholders that may affect the Underwriters' compensation, as determined by FINRA.

(ii) Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus and the amount of any fees paid to FINRA members with respect to its at-the-market offerings, the Company has not made any direct or indirect payments (in cash, securities or otherwise) to: (i) any person, as a finder's fee, consulting fee or otherwise, in consideration of such person raising capital for the Company or introducing to the Company persons who raised or provided capital to the Company; (ii) any FINRA member; or (iii) any person or entity that has any direct or indirect affiliation or association with any FINRA member, within the six (6) months prior to the date of this Agreement, other than the payment to the Underwriters as provided hereunder in connection with the Offering.

(iii) None of the net proceeds of the Offering will be paid by the Company to any participating FINRA member or its affiliates, except as specifically authorized herein.

(iv) Except as disclosed in their FINRA confirmations, to the Company's knowledge, there is no (A) officer or director of the Company, (B) beneficial owner of 5% or more of any class of the Company's securities or (C) beneficial owner of the Company's unregistered equity securities which were acquired during the 180-day period immediately preceding the filing of the Registration Statement that is an affiliate or associated person of a FINRA member participating in the Offering (as determined in accordance with the rules and regulations of FINRA).

(v) All information provided by the Company in its FINRA questionnaire to Representative Counsel specifically for use by Representative Counsel in connection with its Public Offering System filings (and related disclosure) with FINRA is true, correct and complete in all material respects.

2.4.45 **Forward-Looking Statements**. No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in either the Registration Statement, Pricing Disclosure Package or Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

2.4.46 **Ineligible Issuer**. At the time of filing the Registration Statement and any post-effective amendment thereto, at the time of effectiveness of the Registration Statement and any amendment thereto, at the earliest time thereafter that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) of the Securities Act Regulations) of the Public Securities and at the date hereof, the Company was not and is not an "ineligible issuer," as defined in Rule 405, without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an ineligible issuer.

2.4.47 **Smaller Reporting Company**. As of the time of the initial filing of the Registration Statement and as of the date hereof, the Company was a "smaller reporting company," as defined in Rule 12b-2 of the Exchange Act Regulations.

2.4.48 **Cybersecurity**. The Company and each of its Subsidiaries have taken commercially reasonable steps to protect the information technology systems, confidential information and Personal Data (as defined herein) used in connection with the operation of the Company's and its Subsidiaries' businesses. Without limiting the foregoing, the Company and its Subsidiaries have used commercially reasonable efforts to establish and maintain, and have established, maintained, implemented and complied in all material respects with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system, confidential information or Personal Data used in connection with the operation of the Company's and its Subsidiaries' businesses ("**Breach**"). To the Company's knowledge, there has been no such Breach, and the Company and its Subsidiaries have not been notified of and have no knowledge of any event or condition that would reasonably be expected to result in, any such Breach, except in each case as would not reasonably be expected to have a material adverse effect on the Company and its Subsidiaries. For the purposes hereof, the parties acknowledge that "**Personal Data**" means the following information in the possession or control of the Company and its Subsidiaries (i) a natural person's name, street address, telephone number, e-mail address, photograph, social security number or tax identification number, driver's license number, passport number, credit card number, bank information, or customer or account number; (ii) any information which would qualify as "personally identifying information" under the Federal Trade Commission Act, as amended, if applicable; (iii) "personal data" defined by the European Union General Data Protection Regulation, if applicable; (iv) any "personal information" as defined by the California Consumer Privacy Act, if applicable; and (v) any other piece of information that allows the identification of such natural person or permits the collection or analysis of any data related to an identified person's health or sexual orientation.

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

3.1 **Amendments to Registration Statement**. The Company shall deliver to the Representative, prior to filing, any amendment or supplement to the Registration Statement, the Preliminary Prospectus, the Pricing Disclosure Package or Prospectus proposed to be filed after the date of this Agreement and not file any such amendment or supplement to which the Representative shall reasonably object in writing.

3.2 **Federal Securities Laws**.

3.2.1. **Compliance**. The Company, subject to Section 3.2.2, shall comply with the requirements of Rule 424(b) and Rule 430A of the Securities Act Regulations, and will notify the Representative promptly, and confirm the notice in writing, (i) when any post-effective amendment to the Registration Statement or any amendment or supplement to any Preliminary Prospectus, the Pricing Disclosure Package or the Prospectus shall have been filed and when any post-effective amendment to the Registration Statement shall become effective; (ii) of the receipt of any comments from the Commission; (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to any Preliminary Prospectus, the Pricing Disclosure Package or the Prospectus, including any document incorporated or deemed to be incorporated by reference therein, or for additional information; (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment or of any order preventing or suspending the use of any Preliminary Prospectus, the Pricing Disclosure Package or the Prospectus, or of the suspension of the qualification of the Public Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or of any examination pursuant to Section 8(d) or 8(e) of the Securities Act concerning the Registration Statement and (v) if the Company becomes the subject of a proceeding under Section 8A of the Securities Act in connection with the Offering of the Public Securities. The Company shall effect all filings required under Rule 424(b) of the Securities Act Regulations, in the manner and within the time period required by Rule 424(b) (without reliance on Rule 424(b)(8)), and shall take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company shall use commercially reasonable efforts to prevent the issuance of any stop order, prevention or suspension and, if any such order is issued, to obtain the lifting thereof at the earliest possible moment.

3.2.2. **Continued Compliance**. The Company shall comply with the Securities Act, the Securities Act Regulations, the Exchange Act and the Exchange Act Regulations so as to permit the completion of the distribution of the Public Securities as contemplated in this Agreement and in the Registration Statement, the Pricing Disclosure Package and the Prospectus. If at any time when a prospectus relating to the Public Securities is (or, but for the exception afforded by Rule 172 of the Securities Act Regulations ("**Rule 172**"), would be) required by the Securities Act to be delivered in connection with sales of the Public Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the Underwriters or for the Company, to (i) amend the Registration Statement in order that the Registration Statement will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) amend or supplement the Pricing Disclosure Package or the Prospectus in order that the Pricing Disclosure Package or the Prospectus, as the case may be, will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser or (iii) amend the Registration Statement or amend or supplement the Pricing Disclosure Package or the Prospectus, as the case may be, in order to comply with the requirements of the Securities Act or the Securities Act Regulations, the Company will promptly (A) give the Representative notice of such event; (B) prepare any amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement, the Pricing Disclosure Package or the Prospectus comply with such requirements and, a reasonable amount of time prior to any proposed filing or use, furnish the Representative with copies of any such amendment or supplement and (C) file with the Commission any such amendment or supplement; provided that the Company shall not file or use any such amendment or supplement to which the Representative or counsel for the Underwriters shall reasonably object. The Company will furnish to the Underwriters such number of copies of such amendment or supplement as the Underwriters may reasonably request. The Company has given the Representative notice of any filings made pursuant to the Exchange Act or the Exchange Act Regulations within 48 hours prior to the Applicable Time. The Company shall give the Representative notice of its intention to make any such filing from the Applicable Time until the later of the Closing Date and the exercise in full or expiration of the Over-allotment Option specified in Section 1.2 hereof and will furnish the Representative with copies of the related document(s) a reasonable amount of time prior to such proposed filing, as the case may be, and will not file or use any such document to which the Representative or counsel for the Underwriters shall reasonably object.

3.3 **Delivery to the Underwriters of Registration Statements**. The Company has delivered or made available or shall deliver or make available to the Representative and counsel for the Representative, without charge, signed copies of the Registration Statement as originally filed and each amendment thereto (including exhibits and documents filed therewith or incorporated by reference or deemed to be incorporated by reference therein) and signed copies of all consents and certificates of experts, and will also deliver to the Underwriters, upon request and without charge, a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) for each of the Underwriters. The copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

3.4 **Delivery to the Underwriters of Prospectuses**. The Company will deliver or make available to each Underwriter, without charge, as many copies of each Preliminary Prospectus as such Underwriter reasonably requests, and the Company hereby consents to the use of such copies for purposes permitted by the Securities Act. The Company will furnish to each Underwriter, without charge, during the period when a prospectus relating to the Public Securities is (or, but for the exception afforded by Rule 172, would be) required to be delivered under the Securities Act, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request. The Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

3.5 **Events Requiring Notice to the Representative**. The Company shall use commercially reasonable efforts to cause the Registration Statement to remain effective with a current prospectus for at least nine (9) months after the Applicable Time, and shall notify the Representative promptly and confirm the notice in writing: (i) of the issuance by the Commission of any stop order or of the initiation, or the threatening, of any proceeding for that purpose; (ii) of the issuance by any state securities commission of any proceedings for the suspension of the qualification of the Public Securities for offering or sale in any jurisdiction or of the initiation, or the threatening, of any proceeding for that purpose; (iii) of the mailing and delivery to the Commission for filing of any amendment or supplement to the Registration Statement or Prospectus; (iv) of the receipt of any comments or request for any additional information from the Commission; and (v) of the happening of any event during the period described in this Section 3.5 that, in the judgment of the Company, makes any statement of a material fact made in the Registration Statement, the Pricing Disclosure Package or the Prospectus untrue or that requires the making of any changes in (a) the Registration Statement in order to make the statements therein not misleading, or (b) in the Pricing Disclosure Package or the Prospectus in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Commission or any state securities commission shall enter a stop order or suspend such qualification at any time, the Company shall make every reasonable effort to obtain promptly the lifting of such order.

3.6 **Exchange Act Registration**. For a period of three (3) years after the date of this Agreement, (a) the Company shall use its best efforts to maintain the registration of the shares of Common Stock under the Exchange Act, and (b) the Company shall not deregister the shares of Common Stock under the Exchange Act without the prior written consent of the Representative, such consent not to be unreasonably withheld; provided that such restrictions shall not prevent a sale, merger or similar transaction involving the Company.

3.7 **Free Writing Prospectuses**. The Company agrees that, unless it obtains the prior written consent of the Representative, it shall not make any offer relating to the Public Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus," or a portion thereof, required to be filed by the Company with the Commission or retained by the Company under Rule 433; provided, however, that the Representative shall be deemed to have consented to each Issuer General Use Free Writing Prospectus hereto and any "road show that is a written communication" within the meaning of Rule 433(d)(8)(i) that has been reviewed by the Representative. The Company represents that it has treated or agrees that it will treat each such free writing prospectus consented to, or deemed consented to, by the Underwriters as an "issuer free writing prospectus," as defined in Rule 433, and that it has complied and will comply with the applicable requirements of Rule 433 with respect thereto, including timely filing with the Commission where required, legending and record keeping. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Company will promptly notify the Underwriters and will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

3.8 **Review of Financial Statements.** For a period of three (3) years after the date of this Agreement, the Company, at its expense, shall cause its regularly engaged independent registered public accounting firm to review (but not audit) the Company's financial statements for each of the three fiscal quarters immediately preceding the announcement of any quarterly financial information, provided that such a provision shall not prevent a sale, merger or similar transaction involving the Company.

3.9 **Listing**. The Company shall use commercially reasonable efforts to maintain the listing of the shares of Common Stock on the Exchange for at least three years from the date of this Agreement. The Representative is aware that the Company is addressing certain matters relating to compliance with the listing requirements of the shares of Common Stock on the Exchange, as of the date hereof, as disclosed in the Registration Statement and the Prospectus, and that the Company has been using commercially reasonable efforts to bring the shares of Common Stock back into compliance with such listing requirements.

3.10 **Reports to the Representative**.

3.10.1 **Periodic Reports, etc**. For a period of two (2) years after the date of this Agreement, the Company shall furnish to the Representative copies of such financial statements and other periodic and special reports as the Company from time to time furnishes generally to holders of any class of its securities and also promptly furnish to the Representative: (i) a copy of each periodic report the Company shall be required to file with the Commission under the Exchange Act and the Exchange Act Regulations; (ii)a copy of every press release and every news item and article with respect to the Company or its affairs which was released by the Company; (iii) a copy of each Form 8-K prepared and filed by the Company; (iv) five copies of each registration statement filed by the Company under the Securities Act; and (v) such additional documents and information with respect to the Company and the affairs of any future Subsidiaries of the Company as the Representative may from time to time reasonably request; provided the Representative shall sign, if requested by the Company, a Regulation FD compliant confidentiality agreement which is reasonably acceptable to the Representative and Representative Counsel in connection with the Representative's receipt of such information. Documents filed with the Commission pursuant to its EDGAR system shall be deemed to have been delivered to the Representative pursuant to this Section 3.10.1.

3.10.2 **Transfer Agent; Transfer Sheets**. For a period of one year after the date of this Agreement, (a) the Company shall retain a transfer agent and registrar acceptable to the Representative (the "**Transfer Agent**"); provided that such covenant shall not prevent a sale, merger or similar transaction involving the Company; and (b) the Company shall furnish to the Representative at the Company's sole cost and expense such transfer sheets of the Company's securities as the Representative may reasonably request, including the daily and monthly consolidated transfer sheets of the Transfer Agent and DTC; provided the Representative shall sign, if requested by the Company, a Regulation FD compliant confidentiality agreement which is reasonably acceptable to the Representative and Representative Counsel in connection with the Representative's receipt of such information. Computershare, Inc. is acceptable to the Representative to act as Transfer Agent for the shares of Common Stock.

3.10.3 **Trading Reports**. During such time as the Public Securities are listed on the Exchange, the Company shall provide to the Representative, at the Company's expense, such reports published by Exchange relating to price trading of the Public Securities, as the Representative shall reasonably request.

3.11 **Payment of Expenses**. The Company agrees to pay on each of the Closing Date and the Option Closing Date, if any, all expenses incident to the performance of the obligations of the Company under this Agreement, including but not limited to (a) all filing fees and communication expenses relating to the registration of the Public Securities to be sold in this Offering with the Commission; (b) all Public Filing System filing fees associated with the review of the Offering by FINRA; (c) all fees and expenses relating to the listing of such Public Securities on the Exchange and on any other stock exchanges as the Company and Representative mutually determine; (d) all fees, expenses and disbursements relating to the registration or qualification of the Public Securities offered under the "blue sky" securities laws of such states and other jurisdictions as the Representative may reasonably designate (including, without limitation, all filing and registration fees, and the reasonable fees of "blue sky" counsel); (e) all fees, expenses and disbursements relating to the registration, qualification or exemption of the Public Securities under the securities laws of such foreign jurisdictions as the Representative may reasonably designate; (f) the costs of all mailing and printing of the underwriting documents (including, without limitation, the Underwriting Agreement, any Blue Sky Surveys and, if appropriate, any Agreement Among Underwriters, Selected Dealers' Agreement, Underwriters' Questionnaire and Power of Attorney), registration statements, Prospectuses and all amendments, supplements and exhibits thereto and as many preliminary and final Prospectuses as the Representative may reasonably deem necessary; (g) the costs and expenses of the Company's public relations firm; (h) the costs of preparing, printing and delivering certificates representing the Public Securities to be offered in this offering; (i) fees and expenses of the transfer agent for the securities; (j) stock transfer and/or stamp taxes, if any, payable upon the transfer of securities from the Company to the Representative; (k) the fees and expenses of the Company's accountant; (l) the fees and expenses of the Company's legal counsel and other agents and representatives; and (m) up to $75,000 of the Underwriters legal fees of counsel to the Underwriters incurred. Notwithstanding the foregoing, any advance received by the Underwriters will be reimbursed to the Company to the extent not actually incurred in compliance with FINRA Rule 5110(g)(4)(A). In the event that this Agreement is terminated prior to the Closing Date for any reason, except in the case of a default by the Underwriters, pursuant to Section 6.2 below, the Company shall be obligated to pay to the Underwriters their actual and accountable out-of-pocket expenses related to the transactions contemplated herein then due and payable (including the fees and disbursements of Representative Counsel) up to $20,000 (inclusive of any advance paid by the Company) and upon demand the Company shall pay the full amount thereof to the Underwriters; *provided, however,* that such expense cap in no way limits or impairs the indemnification and contribution provisions of this Agreement. The Representative may deduct from the net proceeds of the Offering payable to the Company on the Closing Date, or the Option Closing Date, if any, the expenses set forth herein to be paid by the Company to the Underwriters.

3.12 **Application of Net Proceeds**. The Company shall apply the net proceeds from the Offering received by it in a manner consistent with the application thereof described under the caption "Use of Proceeds" in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

3.13 **Delivery of Earnings Statements to Security Holders**. The Company shall make generally available to its security holders as soon as practicable, but not later than the first day of the fifteenth (15^{th}) full calendar month following the date of this Agreement, an earnings statement (which need not be certified by independent registered public accounting firm unless required by the Securities Act or the Securities Act Regulations, but which shall satisfy the provisions of Rule 158(a) under Section 11(a) of the Securities Act) covering a period of at least twelve (12) consecutive months beginning after the date of this Agreement.

3.14 **Stabilization**. Neither the Company nor, to its knowledge, any of its employees, directors or shareholders (without the consent of the Representative) has taken or shall take, directly or indirectly, any action designed to or that has constituted or that might reasonably be expected to cause or result in, under Regulation M of the Exchange Act, or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Public Securities.

3.15 **Internal Controls**. The Company shall maintain a system of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary in order to permit preparation of financial statements in accordance with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

3.16 **Accountants**. The Company shall continue to retain a nationally recognized independent registered public accounting firm for a period of at least three (3) years after the date of this Agreement. The Representative acknowledges that Marcum LLP (the "**Auditor**") is acceptable to the Representative.

3.17 **FINRA**. The Company shall advise the Representative (who shall make an appropriate filing with FINRA) if it is or becomes aware that Company or any of its affiliates (within the meaning of FINRA's Conduct Rule 5121(f)(1)) directly or indirectly controls, is controlled by, or is under common control with, or is an associated person (within the meaning of Article I, Section 1(ee) of the By-laws of FINRA) of, any member firm of FINRA.

3.18 **No Fiduciary Duties**. The Company acknowledges and agrees that the Underwriters' responsibility to the Company is solely contractual in nature and that none of the Underwriters or their affiliates or any selling agent shall be deemed to be acting in a fiduciary capacity, or otherwise owes any fiduciary duty to the Company or any of its affiliates in connection with the Offering and the other transactions contemplated by this Agreement.

3.19. **Company Lock-Up Agreements**.

3.19.1. **Restriction on Sales of Capital Stock**. The Company, on behalf of itself, its Subsidiaries, and any successor entity, agrees that, without the prior written consent of the Representative, neither it, nor any Subsidiary, will, for a period of three (3) months after the Closing Date (the "**Lock-Up Period**"), (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock of the Company; (ii) file or cause to be filed any registration statement with the Commission relating to the offering of any shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock of the Company; or (iii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of capital stock of the Company, whether any such transaction described in clause (i), (ii) or (iii) above is to be settled by delivery of shares of capital stock of the Company or such other securities, in cash or otherwise.

The restrictions contained in this Section 3.19.1 shall not apply to (i) the shares of Common Stock, the Firm Warrants or the Option Warrants to be sold hereunder, (ii) the issuance by the Company of shares of Common Stock upon the exercise of a stock option or warrant or the conversion of a security outstanding on the date hereof, of which the Representative has been advised in writing, provided that such securities outstanding on the date hereof have not been amended since the date of this Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities (other than in connection with stock splits or combinations) or to extend the term of such securities; (iii) the issuance by the Company of stock options or shares of capital stock of the Company under any equity compensation plan of the Company to employees, officers, consultants or directors of the Company for services rendered to the Company, (iv) to any person not delivering a Lock-Up Agreement pursuant to Section 2.4.42 hereof, the Company will use its reasonable best efforts to obtain the agreement of such person to not dispose, or agree to dispose, of any of such shares of Common Stock for a period of two years from issuance, or (v) the transfer, issuance, sale or disposition of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock pursuant to an investment in which a single strategic investor (and not an organization primarily engaged in the business of capital raising) that is, itself or through its Subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds acquires over twenty five percent (25%) of the fully diluted capitalization of the date thereof, provided that such securities are issued as "restricted securities" (as defined in Rule 144) and carry no registration rights that require or permit the filing of any registration statement in connection therewith during 60 days following the date hereof, (vi) the issuance by the Company of shares of Common Stock pursuant to that certain Sales Agreement, dated September 28, 2020, by and between the Company and the Representative, or (vii) to one or more counterparties in connection with the consummation of a strategic partnership, joint venture, collaboration, merger or the acquisition or license of any business products or technology; provided that, with respect to this subsection (v), prior to the issuance of such shares each recipient of such shares agrees in writing not to sell, offer, dispose of or otherwise transfer any such Shares during the Lock-up Period without the prior written consent of the Representative.

3.20. **Blue Sky Qualifications**. The Company shall use its commercially reasonable efforts, in cooperation with the Underwriters, if necessary, to qualify the Public Securities for offering and sale under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Representative may designate and to maintain such qualifications in effect so long as required to complete the distribution of the Public Securities; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

3.21. **Reporting Requirements**. The Company, during the period when a prospectus relating to the Public Securities is (or, but for the exception afforded by Rule 172, would be) required to be delivered under the Securities Act, will file all documents required to be filed with the Commission pursuant to the Exchange Act within the time periods required by the Exchange Act and Exchange Act Regulations. Additionally, to the extent applicable, the Company shall report the use of proceeds from the issuance of the Public Securities as may be required under Rule 463 under the Securities Act Regulations.

3.22. **Smaller Reporting Company**. As of the time of the initial filing of the Registration Statement and as of the date hereof, the Company was a "smaller reporting company," as defined in Rule 12b-2 of the Exchange Act Regulations.

4. **Conditions of Underwriters' Obligations**. The obligations of the Underwriters to purchase and pay for the Public Securities, as provided herein, shall be subject to (i) the continuing accuracy in all material respects of the representations and warranties of the Company as of the date hereof and as of the Closing Date and the Option Closing Date, if any; (ii) the accuracy of the statements of officers of the Company made pursuant to the provisions hereof; (iii) the performance by the Company in all material respects of its obligations hereunder; and (iv) the following conditions:

4.1 **Regulatory Matters**.

4.1.1. **Effectiveness of Registration Statement; Required Filings**. The Registration Statement has been declared effective by the Commission under the Securities Act and, at the Closing Date and any Option Closing Date, no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the Securities Act, no order preventing or suspending the use of any Preliminary Prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company's knowledge, contemplated by the Commission. The Company has complied with each request (if any) from the Commission for additional information. The Prospectus containing the Rule 430A Information shall have been filed with the Commission in the manner and within the time frame required by Rule 424(b) (without reliance on Rule 424(b)(8)) or a post-effective amendment providing such information shall have been filed with, and declared effective by, the Commission in accordance with the requirements of Rule 430A under the Securities Act Regulations. The Registration Statement meets the requirements set forth in Rule 415(a)(1)(iii) under the Securities Act with respect to the Registered Warrant Shares and complies with said Rule.

4.1.2 **FINRA Clearance**. On or before the date of this Agreement, the Representative shall have received clearance from FINRA as to the amount of compensation allowable or payable to the Underwriters as described in the Registration Statement.

4.1.3 **Exchange Stock Market Clearance**. On the Closing Date, the Company's shares of Common Stock, including the Firm Shares, the Registered Warrant Shares and the Option Securities, shall have been approved for listing on the Exchange, subject only to official notice of issuance.

4.2 **Company Counsel Matters**.

4.2.1. **Closing Date Opinion of Counsel**. On the Closing Date, the Representative shall have received the opinion and negative assurance letter of Sullivan & Worcester LLP, counsel to the Company, dated the Closing Date and addressed to the Representative, in form and substance reasonably satisfactory to the Representative.

4.2.2 **Closing Date Opinion of Intellectual Property Counsel to the Company**. On the Closing Date, the Representative shall have received the favorable opinion of [●], intellectual property counsel to the Company, and a written statement providing certain "10b-5" negative assurances, dated the Closing Date and addressed to the Representative, substantially in a form acceptable to the Representative

4.2.3 **Option Closing Date Opinions of Counsel**. On the Option Closing Date, if any, the Representative shall have received the favorable opinions of each counsel listed in Sections 4.2.1 and 4.2.2, dated the Option Closing Date, addressed to the Representative and in form and substance reasonably satisfactory to the Representative, confirming as of the Option Closing Date, the statements made by such counsels in their respective opinions delivered on the Closing Date.

4.2.4 **Reliance**. In rendering such opinions, such counsel may rely: (i) as to matters involving the application of laws other than the laws of the United States and jurisdictions in which they are admitted, to the extent such counsel deems proper and to the extent specified in such opinion, if at all, upon an opinion or opinions (in form and substance reasonably satisfactory to the Representative) of other counsel reasonably acceptable to the Representative, familiar with the applicable laws; and (ii) as to matters of fact, to the extent they deem proper, on certificates or other written statements of officers of the Company and officers of departments of various jurisdictions having custody of documents respecting the corporate existence or good standing of the Company, provided that copies of any such statements or certificates shall be delivered to Representative's Counsel if requested. The opinions described in Sections 4.2.1 and 4.2.2 and any opinion relied upon by such counsel shall include a statement to the effect that it may be relied upon by Representative Counsel in its opinion delivered to the Underwriters.

4.3 **Comfort Letters**.

4.3.1. **Cold Comfort Letter**. At the time this Agreement is executed, you shall have received a cold comfort letter containing statements and information of the type customarily included in accountants' comfort letters with respect to the financial statements and certain financial information contained or incorporated or deemed incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, addressed to the Representative and in form and substance satisfactory in all respects to you and to the Auditor, dated as of the date of this Agreement.

4.3.2. **Bring-down Comfort Letter**. On the Closing Date and the Option Closing Date, you shall have received from the Auditor a letter, dated as of the Closing Date or the Option Closing Date, as applicable, to the effect that the Auditor reaffirms the statements made in the letter furnished pursuant to Section 4.4.1, except that the specified date referred to shall be a date not more than three (3) business days prior to the Closing Date or the Option Closing Date, as applicable.

4..4 **Officers' Certificates**.

4.4.1. **Officers' Certificate**. The Company shall have furnished to the Representative a certificate, dated the Closing Date and any Option Closing Date (if such date is other than the Closing Date)), of its principal executive officer and principal financial officer stating that (i) such officers have carefully examined the Registration Statement, the Pricing Disclosure Package, any Issuer Free Writing Prospectus and the Prospectus and, in their opinion, the Registration Statement and each amendment thereto, as of the Applicable Time and as of the Closing Date (or any Option Closing Date if such date is other than the Closing Date) did not include any untrue statement of a material fact and did not omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Pricing Disclosure Package, as of the Applicable Time and as of the Closing Date (or any Option Closing Date if such date is other than the Closing Date), any Issuer Free Writing Prospectus as of its date and as of the Closing Date (or any Option Closing Date if such date is other than the Closing Date), the Prospectus and each amendment or supplement thereto, as of the respective date thereof and as of the Closing Date (or any Option Closing Date if such date is other than the Closing Date), did not include any untrue statement of a material fact and did not omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances in which they were made, not misleading, (ii) since the Applicable Time, no event has occurred which should have been set forth in a supplement or amendment to the Registration Statement, the Pricing Disclosure Package or the Prospectus, (iii) to the best of their knowledge after reasonable investigation, as of the Closing Date (or any Option Closing Date if such date is other than the Closing Date), the representations and warranties of the Company in this Agreement are true and correct in all material respects and the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date (or any Option Closing Date if such date is other than the Closing Date), and (iv) there has not been, subsequent to the date of the most recent audited financial statements included or incorporated by reference in the Pricing Disclosure Package, any Material Adverse Effect in the financial position or results of operations of the Company, or any change or development that, singularly or in the aggregate, would involve a Material Adverse Effect or a prospective Material Adverse Effect, in or affecting the condition (financial or otherwise), results of operations, business, assets or prospects of the Company, except as set forth in the Prospectus.

4.4.2. **Secretary's Certificate**. At the Closing Date, and the Option Closing Date, if any, the Representative shall have received a certificate of the Company signed by the Secretary of the Company, dated the Closing Date or the Option Date, as the case may be, respectively, certifying: (i) that each of the Charter and Bylaws is true and complete, has not been modified and is in full force and effect; (ii) that the resolutions of the Company's Board of Directors relating to the Offering are in full force and effect and have not been modified; (iii) as to the accuracy and completeness of all correspondence between the Company or its counsel and the Commission; and (iv) as to the incumbency of the officers of the Company. The documents referred to in such certificate shall be attached to such certificate.

4.4.3. **Chief Financial Officer's Certificate**. At each of the date of this Agreement, the Closing Date and the Option Closing Date, if any, the Representative shall have received a certificate of the Chief Financial Officer of the Company, dated the Closing Date or the Option Date, as the case may be, respectively, with respect to the accuracy of certain information contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus, in a form reasonably acceptable to the Representative.

4.5 **No Material Changes**. Prior to and on the Closing Date and each Option Closing Date, if any: (i) there shall have been no Material Adverse Effect or development involving a prospective Material Adverse Effect in the condition or prospects or the business activities, financial or otherwise, of the Company from the latest dates as of which such condition is set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus; (ii) no action, suit or proceeding, at law or in equity, shall have been pending or threatened against the Company or any director or officer before or by any court or federal or state commission, board or other administrative agency wherein an unfavorable decision, ruling or finding may materially adversely affect the business, operations, prospects or financial condition or income of the Company, except as set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus; (iii) no stop order shall have been issued under the Securities Act and no proceedings therefor shall have been initiated or threatened by the Commission; and (iv) the Registration Statement, the Pricing Disclosure Package and the Prospectus and any amendments or supplements thereto shall contain all material statements which are required to be stated therein in accordance with the Securities Act and the Securities Act Regulations and shall conform in all material respects to the requirements of the Securities Act and the Securities Act Regulations, and neither the Registration Statement, the Pricing Disclosure Package nor the Prospectus nor any amendment or supplement thereto shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

4.6 **No Material Misstatement or Omission**. The Underwriters shall not have discovered and disclosed to the Company on or prior to the Closing Date and each Option Closing Date, if any, that the Registration Statement or any amendment or supplement thereto contains an untrue statement of a fact which, in the opinion of counsel for the Underwriters, is material or omits to state any fact which, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading, or that the Registration Statement, the Pricing Disclosure Package or the Prospectus or any amendment or supplement thereto contains an untrue statement of fact which, in the opinion of such counsel, is material or omits to state any fact which, in the opinion of such counsel, is material and is necessary in order to make the statements, in the light of the circumstances under which they were made, not misleading.

4.7 **Corporate Proceedings**. All corporate proceedings and other legal matters incident to the authorization, form and validity of each of this Agreement, the Warrant Agreement, the Public Securities, the Registration Statement, the Pricing Disclosure Package, each Issuer Free Writing Prospectus, if any, and the Prospectus and all other legal matters relating to this Agreement, the Warrants and the transactions contemplated hereby and thereby shall be reasonably satisfactory in all material respects to counsel for the Underwriters, and the Company shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

4.8 **Delivery of Agreements**.

4.8.1. **Lock-Up Agreements**. On or before the date of this Agreement, the Company shall have delivered to the Representative executed copies of the Lock-Up Agreements from each of the persons listed in Schedule 3 hereto.

4.8.2 **Closing Date Deliveries**. On the Closing Date, the Company shall have delivered to the Representative executed copies of the Warrants, which will be issued in certificated form.

4.8.3 **Additional Documents**. At the Closing Date and at each Option Closing Date (if any) Representative Counsel shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling Representative Counsel to deliver an opinion to the Underwriters, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Public Securities as herein contemplated shall be satisfactory in form and substance to the Representative and Representative Counsel.

5. **Indemnification**

5.1 **Indemnification of the Underwriters**.

5.1.1. **General**. Subject to the conditions set forth below, the Company agrees to indemnify and hold harmless each Underwriter, its affiliates and each of its and their respective directors, officers, members, employees, representatives and agents and each person, if any, who controls any such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (collectively the "Underwriter Indemnified Parties," and each an "Underwriter Indemnified Party"), against any and all loss, liability, claim, damage and expense whatsoever (including but not limited to any and all legal or other expenses reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, whether arising out of any action between any of the Underwriter Indemnified Parties and the Company or between any of the Underwriter Indemnified Parties and any third party, or otherwise) to which they or any of them may become subject under the Securities Act, the Exchange Act or any other statute or at common law or otherwise or under the laws of foreign countries, arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in (i) the Registration Statement, the Pricing Disclosure Package, the Preliminary Prospectus, or the Prospectus (as from time to time each may be amended and supplemented); (ii) any materials or information provided to investors by, or with the approval of, the Company in connection with the marketing of the Offering, including any "road show" or investor presentations made to investors by the Company (whether in person or electronically); (iii) any application or other document or written communication (in this Section 5, collectively called "**application**") executed by the Company or based upon written information furnished by the Company in any jurisdiction in order to qualify the Public Securities under the securities laws thereof or filed with the Commission, any state securities commission or agency, the Exchange or any other national securities exchange; or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, unless such statement or omission was made in reliance upon, and in conformity with, the Underwriters' Information or (iv) otherwise arising in connection with or allegedly in connection with the Offering. With respect to any untrue statement or omission or alleged untrue statement or omission made in the Pricing Disclosure Package, the indemnity agreement contained in this Section 5.1.1 shall not inure to the benefit of any Underwriter Indemnified Party to the extent that any loss, liability, claim, damage or expense of such Underwriter Indemnified Party results from the fact that a copy of the Prospectus was not given or sent to the person asserting any such loss, liability, claim or damage at or prior to the written confirmation of sale of the Public Securities to such person as required by the Securities Act and the Securities Act Regulations, and if the untrue statement or omission has been corrected in the Prospectus, unless such failure to deliver the Prospectus was a result of non-compliance by the Company with its obligations under Section 3.3 hereof.

5.1.2. **Procedure**. If any action is brought against an Underwriter Indemnified Party in respect of which indemnity may be sought against the Company pursuant to Section 5.1.1, such Underwriter Indemnified Party shall promptly notify the Company in writing of the institution of such action and the Company shall assume the defense of such action, including the employment and fees of counsel (subject to the reasonable approval of such Underwriter Indemnified Party) and payment of actual expenses. Such Underwriter Indemnified Party shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of such Underwriter Indemnified Party unless (i) the employment of such counsel at the expense of the Company shall have been authorized in writing by the Company in connection with the defense of such action, or (ii) the Company shall not have employed counsel to have charge of the defense of such action, or (iii) such indemnified party or parties shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those available to the Company (in which case the Company shall not have the right to direct the defense of such action on behalf of the indemnified party or parties), in any of which events the reasonable fees and expenses of not more than one additional firm of attorneys selected by the Underwriter Indemnified Party (in addition to local counsel) shall be borne by the Company. Notwithstanding anything to the contrary contained herein, if any Underwriter Indemnified Party shall assume the defense of such action as provided above, the Company shall have the right to approve the terms of any settlement of such action, which approval shall not be unreasonably withheld.

5.2 **Indemnification of the Company**. Each Underwriter, severally and not jointly, agrees to indemnify and hold harmless the Company, its directors, its officers who signed the Registration Statement and persons who control the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any and all loss, liability, claim, damage and expense described in the foregoing indemnity from the Company to the several Underwriters, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions made in the Registration Statement, any Preliminary Prospectus, the Pricing Disclosure Package or Prospectus or any amendment or supplement thereto or in any application, in reliance upon, and in strict conformity with, the Underwriters' Information. In case any action shall be brought against the Company or any other person so indemnified based on any Preliminary Prospectus, the Registration Statement, the Pricing Disclosure Package or Prospectus or any amendment or supplement thereto or any application, and in respect of which indemnity may be sought against any Underwriter, such Underwriter shall have the rights and duties given to the Company, and the Company and each other person so indemnified shall have the rights and duties given to the several Underwriters by the provisions of Section 5.1.2. The Company agrees promptly to notify the Representative of the commencement of any litigation or proceedings against the Company or any of its officers, directors or any person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, in connection with the issuance and sale of the Public Securities or in connection with the Registration Statement, the Pricing Disclosure Package, or the Prospectus or any Issuer Free Writing Prospectus.

5.3 **Contribution**.

5.3.1. **Contribution Rights**. If the indemnification provided for in this Section 5 shall for any reason be unavailable to or insufficient to hold harmless an indemnified party under Section 5.1 or 5.2 in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other, from the Offering of the Public Securities, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and the Underwriters, on the other, with respect to the statements or omissions that resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Underwriters, on the other, with respect to such Offering shall be deemed to be in the same proportion as the total net proceeds from the Offering of the Public Securities purchased under this Agreement (before deducting expenses) received by the Company, as set forth in the table on the cover page of the Prospectus, on the one hand, and the total underwriting discounts and commissions received by the Underwriters with respect to the Public Securities purchased under this Agreement, as set forth in the table on the cover page of the Prospectus, on the other hand. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Section 5.3.1 were to be determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 5.3.1 shall be deemed to include, for purposes of this Section 5.3.1, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 5.3.1 in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the Offering of the Public Securities exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

5.3.2. **Contribution Procedure**. Within fifteen (15) days after receipt by any party to this Agreement (or its representative) of notice of the commencement of any action, suit or proceeding, such party will, if a claim for contribution in respect thereof is to be made against another party ("contributing party"), notify the contributing party of the commencement thereof, but the failure to so notify the contributing party will not relieve it from any liability which it may have to any other party other than for contribution hereunder. In case any such action, suit or proceeding is brought against any party, and such party notifies a contributing party or its representative of the commencement thereof within the aforesaid 15 days, the contributing party will be entitled to participate therein with the notifying party and any other contributing party similarly notified. Any such contributing party shall not be liable to any party seeking contribution on account of any settlement of any claim, action or proceeding affected by such party seeking contribution without the written consent of such contributing party. The contribution provisions contained in this Section 5.3 are intended to supersede, to the extent permitted by law, any right to contribution under the Securities Act, the Exchange Act or otherwise available. Each Underwriter's obligations to contribute pursuant to this Section 5.3 are several and not joint.

6. **Default by an Underwriter**.

6.1 **Default Not Exceeding 10% of Firm Securities or Option Securities**. If any Underwriter or Underwriters shall default in its or their obligations to purchase the Firm Securities or the Option Securities, and if the number of the Firm Securities or the Option Securities with respect to which such default relates does not exceed in the aggregate 10% of the number of Firm Securities or the Option Securities that all Underwriters have agreed to purchase hereunder, then such Firm Securities or the Option Securities to which the default relates shall be purchased by the non-defaulting Underwriters in proportion to their respective commitments hereunder.

6.2 **Default Exceeding 10% of Firm Securities or the Option Securities**. In the event that the default addressed in Section 6.1 relates to more than 10% of the Firm Securities or the Option Securities, you may in your discretion arrange for yourself or for another party or parties to purchase such Firm Securities or the Option Securities to which such default relates on the terms contained herein. If, within one (1) Business Day after such default relating to more than 10% of the Firm Securities or the Option Securities, you do not arrange for the purchase of such Firm Securities or the Option Securities, then the Company shall be entitled to a further period of one (1) Business Day within which to procure another party or parties satisfactory to you to purchase said Firm Securities or the Option Securities on such terms. In the event that neither you nor the Company arrange for the purchase of the Firm Securities or the Option Securities to which a default relates as provided in this Section 6, this Agreement will automatically be terminated by you or the Company without liability on the part of the Company (except as provided in Sections 3.11 and 5 hereof) or the several Underwriters (except as provided in Section 5 hereof); provided, *however*, that if such default occurs with respect to the Option Securities, this Agreement will not terminate as to the Firm Securities; and *provided, further*, that nothing herein shall relieve a defaulting Underwriter of its liability, if any, to the other Underwriters and to the Company for damages occasioned by its default hereunder.

6.3 **Postponement of Closing Date**. In the event that the Firm Securities or Option Securities to which the default relates are to be purchased by the non-defaulting Underwriters, or are to be purchased by another party or parties as aforesaid, you or the Company shall have the right to postpone the Closing Date or Option Closing Date for a reasonable period, but not in any event exceeding five (5) Business Days, in order to effect whatever changes may thereby be made necessary in the Registration Statement, the Pricing Disclosure Package or the Prospectus or in any other documents and arrangements, and the Company agrees to file promptly any amendment to the Registration Statement, the Pricing Disclosure Package or the Prospectus that in the opinion of counsel for the Underwriter may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any party substituted under this Section 6 with like effect as if it had originally been a party to this Agreement with respect to such shares of Common Stock.

7. **Additional Covenants**.

7.1 **Board Composition and Board Designations**. The Company shall ensure that: (i) the qualifications of the persons serving as members of the Company's Board of Directors and the overall composition of the Board comply with the applicable provisions of the Sarbanes-Oxley Act, the Exchange Act and the listing rules of the Exchange or any other national securities exchange, as the case may be, in the event the Company seeks to have its Public Securities listed on another exchange or quoted on an automated quotation system, and (ii) if applicable, at least one member of the Audit Committee of the Company's Board of Directors qualifies as an "audit committee financial expert," under Regulation S-K and the listing rules of the Exchange.

7.2 **Services of Maxim Group LLC as Financial Advisor**. The Company and the Representative have agreed that Maxim Group LLC (the "**Financial Advisor**") is serving as the Company's financial adviser, in connection with the Offering, and each of the Company and the Representative acknowledge and agree that the Financial Advisor shall be entitled to the payment of a fee equal to 20% of the net fees received by the Underwriters in the Offering, which amount shall be paid from the underwriter's discount. For the purposes hereof, "net fees" shall mean the amount of the underwriter's discounts less all reasonable fees incurred by the Underwriters, in connection with the Offering, which are not otherwise paid for or reimbursed by the Company.

8. **Effective Date of this Agreement and Termination Hereof**.

8.1 **Effective Date**. This Agreement shall become effective when both the Company and the Representative have executed the same and delivered counterparts of such signatures to the other party.

8.2 **Termination**. The Representative shall have the right to terminate this Agreement at any time prior to any Closing Date, (i) if any domestic or international event or act or occurrence has materially disrupted, or in your opinion will in the immediate future materially disrupt, general securities markets in the United States; or (ii) if trading on the New York Stock Exchange or the Nasdaq Stock Market LLC shall have been suspended or materially limited, or minimum or maximum prices for trading shall have been fixed, or maximum ranges for prices for securities shall have been required by FINRA or by order of the Commission or any other government authority having jurisdiction; or (iii) if the United States shall have become involved in a new war or an increase in major hostilities; or (iv) if a banking moratorium has been declared by a New York State or federal authority; or (v) if a moratorium on foreign exchange trading has been declared which materially adversely impacts the United States securities markets; or (vi) if the Company shall have sustained a material loss by fire, flood, accident, hurricane, earthquake, theft, sabotage or other calamity or malicious act which, whether or not such loss shall have been insured, will, in your opinion, make it inadvisable to proceed with the delivery of the Firm Securities or Option Securities; or (vii) if the Company is in material breach of any of its representations, warranties or covenants hereunder; or (viii) if the Representative shall have become aware after the date hereof of such a Material Adverse Effect in the conditions or prospects of the Company, or such adverse material change in general market conditions as in the Representative's judgment would make it impracticable to proceed with the offering, sale and/or delivery of the Public Securities or to enforce contracts made by the Underwriters for the sale of the Public Securities.

8.3 **Expenses**. Notwithstanding anything to the contrary in this Agreement, except in the case of a default by the Underwriters, pursuant to Section 6.2 above, in the event that this Agreement is terminated prior to the Closing Date for any reason whatsoever, within the time specified herein or any extensions thereof pursuant to the terms herein, the Company shall be obligated to pay to the Underwriters their actual and accountable out-of-pocket documented expenses related to the transactions contemplated herein then due and payable (including the out-of-pocket and documented fees and disbursements of Representative Counsel) up to $20,000, and upon demand the Company shall pay the full amount thereof up to the cap to the Representative on behalf of the Underwriters; provided, however, that such expense cap in no way limits or impairs the indemnification and contribution provisions of this Agreement.

8.4 **Survival of Indemnification**. Notwithstanding any contrary provision contained in this Agreement, any election hereunder or any termination of this Agreement, and whether or not this Agreement is otherwise carried out, the provisions of Section 5 shall remain in full force and effect and shall not be in any way affected by, such election or termination or failure to carry out the terms of this Agreement or any part hereof.

8.5 **Representations, Warranties, Agreements to Survive**. All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Underwriter or its Affiliates or selling agents, any person controlling any Underwriter, its officers or directors or any person controlling the Company or (ii) delivery of and payment for the Public Securities.

9. **Miscellaneous**

9.1 **Notices**. All communications hereunder, except as herein otherwise specifically provided, shall be in writing and shall be mailed (registered or certified mail, return receipt requested), personally delivered or sent by facsimile transmission and confirmed and shall be deemed given when so delivered or faxed and confirmed or if mailed, two (2) days after such mailing.

If to the Representative:

A.G.P./Alliance Global Partners
590 Madison Avenue, 28th Floor
New York, New York 10022
Attention: Mr. Thomas J. Higgins
Fax No.: (212) 813-1047
E-mail: thiggins@allianceg.com

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

Gracin & Marlow, LLP
The Chrysler Building
405 Lexington Avenue, 26th Floor
New York, New York 10174
Attention: Leslie Marlow, Esq. or Patrick J. Egan, Esq.
Facsimile: (212) 208-4657
E-mail: lmarlow@gracinmarlow.com; pegan@gracinmarlow.com

If to the Company:

Nxt-ID, Inc.
288 Christian Street
Hangar C 2nd Floor
Oxford, Connecticut 06478
Attention: [___]
Facsimile: [___]
E-mail: [___]

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

Sullivan & Worcester LLP
1633 Broadway
New York, New York 10019
Attention: David Danovitch, Esq.
Fax No.: (212) 660-3000
E-mail: ddanovitch@sullivanlaw.com

9.2 **Headings**. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

9.3 **Amendment**. This Agreement may only be amended by a written instrument executed by each of the parties hereto.

9.4 **Entire Agreement**. This Agreement (together with the other agreements and documents being delivered pursuant to or in connection with this Agreement) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

9.5 **Binding Effect**. This Agreement shall inure solely to the benefit of and shall be binding upon the Representative, the Underwriters, the Company and the controlling persons, directors and officers referred to in Section 5 hereof, and their respective successors, legal representatives, heirs and assigns, and no other person shall have or be construed to have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provisions herein contained. The term "successors and assigns" shall not include a purchaser, in its capacity as such, of securities from any of the Underwriters.

9.6 **Governing Law; Consent to Jurisdiction; Trial by Jury**. This Agreement shall be governed by and construed and enforced in accordance with the laws /of the State of New York, without giving effect to conflict of laws principles thereof. The Company hereby agrees that any action, proceeding or claim against it arising out of, or relating in any way to this Agreement shall be brought and enforced in the New York Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. The Company hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Any such process or summons to be served upon the Company may be served by transmitting a copy thereof by registered or certified mail, return receipt requested, postage prepaid, addressed to it at the address set forth in Section 9.1 hereof. Such mailing shall be deemed personal service and shall be legal and binding upon the Company in any action, proceeding or claim. The Company agrees that the prevailing party(ies) in any such action shall be entitled to recover from the other party(ies) all of its reasonable attorneys' fees and expenses relating to such action or proceeding and/or incurred in connection with the preparation therefor. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates) and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

9.7 **Execution in Counterparts**. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts has been signed by each of the parties hereto and delivered to each of the other parties hereto. Delivery of a signed counterpart of this Agreement by facsimile or email/pdf transmission shall constitute valid and sufficient delivery thereof.

9.8 **Waiver, etc**. The failure of any of the parties hereto to at any time enforce any of the provisions of this Agreement shall not be deemed or construed to be a waiver of any such provision, nor to in any way effect the validity of this Agreement or any provision hereof or the right of any of the parties hereto to thereafter enforce each and every provision of this Agreement. No waiver of any breach, non-compliance or non-fulfillment of any of the provisions of this Agreement shall be effective unless set forth in a written instrument executed by the party or parties against whom or which enforcement of such waiver is sought; and no waiver of any such breach, non-compliance or non-fulfillment shall be construed or deemed to be a waiver of any other or subsequent breach, non-compliance or non-fulfillment.

[Signature Page Follows]

If the foregoing correctly sets forth the understanding between the Underwriters and the Company, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement between us.

Very truly yours,

NXT-ID, INC.

By: _____
Name:
Title:

Confirmed as of the date first written above mentioned, on behalf of itself and as Representative of the several Underwriters named on Schedule 1 hereto:

A.G.P./ALLIANCE GLOBAL PARTNERS

By: _____
Name: Thomas J. Higgins
Title: Managing Director, Investment Banking

SCHEDULE 1

Underwriter	Total Number of Firm Shares to be Purchased	Number of Option Shares to be Purchased if the Over-Allotment Option is Fully Exercised	Number of Option Warrants to be Purchased if the Over-Allotment Option is Fully Exercised
A.G.P./Alliance Global Partners[1]			
TOTAL			

[1] Seven percent (7.0%) underwriting commission, but three and a half percent (3.5%) for certain investors.

SCHEDULE 2-A

Pricing Information

Number of Firm Shares:

Number of Warrants:

Number of Option Shares:

Public Offering Price per Firm Share:

Public Offering Price per Warrant:

Underwriting Discount per Firm Share[2]:

Underwriting Discount per Warrant[2]:

Proceeds to Company per Firm Share (before expenses):

Proceeds to Company per Warrant (before expenses):

[2] Seven percent (7.0%) underwriting commission, but three and a half percent (3.5%) for certain investors.

SCHEDULE 2-B

Issuer General Use Free Writing Prospectus

[*]

SCHEDULE 3

List of Lock-Up Parties

Chia-Lin Simmons

Mark Archer

Major General David R. Gus, USA, Ret

Michael J. D’Almada-Remedios, PhD

Daniel P. Sharkey

Robert A. Curtis, Pharm.D.

EXHIBIT A

Form of Lock-Up Agreement

_____, 2021

A.G.P./Alliance Global Partners
590 Madison Avenue, 36th Floor
New York, New York 10022

Re: Nxt-ID, Inc. Follow-On Offering

Ladies and Gentlemen:

The undersigned understands that A.G.P./Alliance Global Partners, as Representative of the several underwriters (the "**Representative**") proposes to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with Nxt-ID, Inc., a Delaware corporation (the "**Company**"), providing for the public offering (the "**Public Offering**") by the several Underwriters named in Schedule 1 to the Underwriting Agreement (the "**Underwriters**") of shares of common stock, par value $0.001 per share, of the Company (the "**Common Stock**") and warrants to purchase shares of Common Stock. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

To induce the Representative to continue its efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of the Representative, the undersigned will not, during the period commencing on the date hereof and ending on the three (3) month anniversary of the Closing Date (the "**Lock-Up Period**"), (1) offer, pledge, sell, contract to sell, grant, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for shares of Common Stock, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the "**Lock-Up Securities**"); (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise; (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities; or (4) publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement relating to any Lock-Up Securities.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer Lock-Up Securities without the prior written consent of the Representative in connection with (a) transactions relating to Lock-Up Securities acquired in open market transactions after the completion of the Public Offering; provided that no filing under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), shall be required or shall be voluntarily made in connection with subsequent sales of Lock-Up Securities acquired in such open market transactions; (b) transfers of Lock-Up Securities as a *bona fide* gift, by will or intestacy or to a family member or trust for the benefit of a family member (for purposes of this lock-up agreement, "family member" means any relationship by blood, marriage or adoption, not more remote than first cousin); (c) transfers of Lock-Up Securities to a charity or educational institution; or (d) if the undersigned, directly or indirectly, controls a corporation, partnership, limited liability company or other business entity, any transfers of Lock-Up Securities to any shareholder, partner or member of, or owner of similar equity interests in, the undersigned, as the case may be; provided that in the case of any transfer pursuant to the foregoing clauses (b), (c) or (d), (i) any such transfer shall not involve a disposition for value, (ii) each transferee shall sign and deliver to the Representative a lock-up agreement substantially in the form of this lock-up agreement and (iii) no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's Lock-Up Securities except in compliance with this lock-up agreement.

If the undersigned is an officer or director of the Company, (i) the undersigned agrees that the foregoing restrictions shall be equally applicable to any issuer-directed or "friends and family" shares of Common Stock that the undersigned may purchase in the Public Offering; (ii) the Representative agrees that, at least three (3) business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Lock-Up Securities, the Representative will notify the Company of the impending release or waiver; and (iii) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two (2) business days before the effective date of the release or waiver. Any release or waiver granted by the Representative hereunder to any such officer or director shall only be effective two (2) business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer of Lock-Up Securities not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this lock-up agreement to the extent and for the duration that such terms remain in effect at the time of such transfer.

No provision in this agreement shall be deemed to restrict or prohibit the exercise, exchange or conversion by the undersigned of any securities exercisable or exchangeable for or convertible into shares of Common Stock, as applicable; provided that the undersigned does not transfer the shares of Common Stock acquired on such exercise, exchange or conversion during the Lock-Up Period, unless otherwise permitted pursuant to the terms of this lock-up agreement. In addition, no provision herein shall be deemed to restrict or prohibit the entry into or modification of a so-called "10b5-1" plan at any time (other than the entry into or modification of such a plan in such a manner as to cause the sale of any Lock-Up Securities within the Lock-Up Period).

The undersigned understands that the Company and the Representative are relying upon this lockup agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this lock-up agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

The undersigned understands that, if the Underwriting Agreement is not executed by September 14, 2021, or if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to the initial Closing Date, then this lockup agreement shall be void and of no further force or effect.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Representative.

[Signature Page Follows]

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Letter Agreement and that, upon request, the undersigned will execute any additional documents necessary in connection with the enforcement hereof. Any obligations of the undersigned shall be binding upon the heirs, personal representative, successors and assigns of the undersigned.

Very truly yours,

_____

(Name)

_____

_____

(Signature)

_____

(Name of Signatory, in the case of entities –
Please Print)

_____

(Title of Signatory, in the case of entities –
Please Print)

Address: _____

_____

_____

_____

Exhibit 4.33

COMMON STOCK PURCHASE WARRANT

NXT-ID, INC.

Warrant Shares: _____ Original Issue Date: September [__], 2021

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, _____ or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date that the Company announces it has received Stockholder Approval (as defined in Section 1 herein) and the Amendment (as defined in Section 1 herein) to the Company's Amended Certificate of Incorporation (as defined in Section 1 herein) shall have become effective (the "Initial Exercise Date") and on or prior to 5:00 p.m. (New York City time) on the five (5) year anniversary of the Initial Exercise Date (the "Termination Date") but not thereafter, to subscribe for and purchase from NXT-ID, Inc., a Delaware corporation (the "Company"), up to _____ shares (as subject to adjustment hereunder, the "Warrant Shares") of Common Stock. The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b). This Warrant is being issued pursuant to that certain Underwriting Agreement, dated September 14, 2021, between the Company and A.G.P./Alliance Global Partners, as representative of the underwriters thereunder (the "Underwriting Agreement"). This Warrant shall initially be issued and maintained in certificated form.

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Underwriting Agreement (the "Underwriting Agreement"), dated September [__], 2021, by and between the Company and A.G.P./Alliance Global Partners, as representative of the several underwriters named therein. In addition to the terms defined elsewhere in this Warrant and the Underwriting Agreement, the following terms have the meanings indicated in this Section 1:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"Amendment" means any amendment to the Company's Amended Certificate of Incorporation to (i) effect a reverse stock split of all of the Company's outstanding shares of Common Stock and/or (ii) increase the number of shares of authorized Common Stock (or effect a reverse stock split of the Common Stock), either of which would result in the Company having a sufficient number of authorized and unreserved shares of Common Stock to satisfy its obligation to reserve for issuance upon exercise of this Warrant at least a number of shares of Common Stock equal to 100% of the number of shares of Common Stock as shall from time to time be necessary to effect the exercise of all of this Warrant then outstanding without regard to any limitation on exercise included herein and all other Warrants issued pursuant to the Registration Statement.

"Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York are generally open for use by customers on such day.

"Certificate of Incorporation" means the Company's Certificate of Incorporation, as amended, currently in effect on the date hereof in the State of Delaware.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the common stock of the Company, par value $0.0001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Initial Exercise Date" means the date that the Company announces that it has received Stockholder Approval and the Amendment to the Company's Amended Certificate of Incorporation shall have become effective.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Registration Statement" means the Company's registration statement on Form S-1 (File No. 333-259105).

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Stockholder Approval" means such time as the Company's stockholders have approved an Amendment and the Capital Event.

"Subsidiary" means any subsidiary of the Company and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

"Trading Day" means a day on which the Common Stock is traded on a Trading Market.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing).

"Transfer Agent" means VStock Transfer, LLC, the current transfer agent of the Company, with a mailing address of 18 Lafayette Place, Woodmere, New York 11598 and a phone number of (212) 828-8436, facsimile number of (646) 536-3179 and an e-mail address of shay@vstock.com, and any successor transfer agent of the Company.

Warrants" means this Warrant and other Common Stock purchase warrants issued by the Company pursuant to the Registration Statement.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed facsimile copy (or.pdf copy via e-mail attachment) of the Notice of Exercise in the form attached hereto as **Exhibit A** (the "Notice of Exercise"). Within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(d)(i) herein) following the date of exercise as aforesaid, the Holder shall deliver the unpaid portion of the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank unless the cashless exercise procedure specified in Section 2(c) below is specified in the applicable Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Trading Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

b) Exercise Price. The exercise price per share of Common Stock under this Warrant shall be $[__], subject to adjustment hereunder (the "Exercise Price").

c) Cashless Exercise. If at any time after the Initial Exercise Date, there is no effective registration statement registering, or no current prospectus available for, the issuance or resale of the Warrant Shares by the Holder, then the Holder may, in its sole discretion, exercise this Warrant, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant Shares determined according to the following formula (a "Cashless Exercise"):

Net Number = $\frac{(A \times B) - (A \times C)}{B}$

For purposes of the foregoing formula:

(A) = the total number of shares with respect to which the Warrants are then being exercised.

(B) = as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 2(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b)(64) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) at the option of the Holder, either (y) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise or (z) the Bid Price of the Common Stock on the principal Trading Market as reported by Bloomberg L.P. as of the time of the Holder's execution of the applicable Notice of Exercise if such Notice of Exercise is executed during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter (including until two (2) hours after the close of "regular trading hours" on a Trading Day) pursuant to Section 2(a) hereof or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 2(a) hereof after the close of "regular trading hours" on such Trading Day; and

(C) = the Exercise Price then in effect for the applicable Warrant Shares at the time of such exercise.

If Warrant Shares are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant Shares shall take on the registered characteristics of the Warrants being exercised. The Company agrees not to take any position contrary to this Section 2(c). Notwithstanding anything to the contrary, without limiting the rights of the Holder to receive cash payments pursuant to Section 2(d)(i) and Section 2(d)(iv) herein, in the event the Company does not have or maintain an effective registration statement, there are no circumstances that would require the Company to make any cash payments or net cash settle the purchase warrants to the holders.

"Bid Price" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the bid price of the Common Stock for the time in question (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in the "Pink Sheets" published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

"Reset Date" means the date on which the next reverse stock split is effected by the Company of its outstanding Common Stock following the date of this Warrant.

"Reset Price" means the closing price per share of the Common Stock immediately prior to the closing of the Company's next reverse stock split, taking into account and adjusting for the reverse stock split.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in the "Pink Sheets" published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

Notwithstanding anything herein to the contrary, on the Termination Date, this Warrant shall be automatically exercised via cashless exercise pursuant to this Section 2(c).

d) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144 (assuming cashless exercise of the Warrants), and otherwise by physical delivery of a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period after the delivery to the Company of the Notice of Exercise (such date, the "Warrant Share Delivery Date"). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period following delivery of the Notice of Exercise. If the Company fails for any reason to deliver to the Holder the Warrant Shares subject to a Notice of Exercise by the Warrant Share Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Warrant Shares subject to such exercise (based on the VWAP of the Common Stock on the date of the applicable Notice of Exercise), $10 per Trading Day (increasing to $20 per Trading Day on the fifth Trading Day after such liquidated damages begin to accrue) for each Trading Day after such Warrant Share Delivery Date until such Warrant Shares are delivered or Holder rescinds such exercise. The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Company's primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Exercise.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise.

iv. Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares in accordance with the provisions of Section 2(d)(i) above pursuant to an exercise on or before the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

vi. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto as **Exhibit B** duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, 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 exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein 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 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, 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 2(e), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the 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 (1) Trading 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 Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be [9.99/4.99%] of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of the shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

f) Issuance Restrictions. The Company may not issue any shares of Common Stock upon exercise of this Warrant unless and until such date that the Company has obtained the Stockholder Approval and the Amendment to the Company's Amended Certificate of Incorporation shall have become effective.

g) Authorized Shares; Capital Event. The Company covenants that, promptly following the Original Issue Date, the Company shall take all corporate action necessary to call a meeting of its stockholders (which may be its annual meeting) (the "Stockholders Meeting"), which shall occur not later than October 15, 2021, for the purpose of seeking approval of the Company's stockholders (the "Stockholder Approval") to amend the Certificate of Incorporation (the "Amendment") to either (i) increase the number of shares of Common Stock the Company is authorized to issue or (ii) effect a reverse split of the Common Stock, in either event sufficient to permit the exercise in full of the Warrants in accordance with its terms (a "Capital Event"). In connection therewith, the Company will as soon as reasonably practicable either before and/or after the Original Issue Date file with the Commission proxy materials (including a proxy statement and form of proxy) for use at the Stockholders Meeting and, after receiving and promptly responding to any comments of the Commission thereon, shall as soon as reasonably practicable mail such proxy materials to the stockholders of the Company. The Company will comply with Section 14(a) of the Exchange Act and the rules promulgated thereunder in relation to any proxy statement (as amended or supplemented, the "Proxy Statement") and any form of proxy to be sent to the stockholders of the Company in connection with the Stockholders Meeting, and the Proxy Statement shall not, on the date that the Proxy Statement (or any amendment thereof or supplement thereto) is first mailed to stockholders or at the time of the Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein not false or misleading, or omit to state any material fact necessary to correct any statement in any earlier communication with respect to the solicitation of proxies or the Stockholders Meeting which has become false or misleading. If the Company should discover at any time prior to the Stockholders Meeting, any event relating to the Company or the Subsidiaries or any of their respective affiliates, officers or directors that is required to be set forth in a supplement or amendment to the Proxy Statement, in addition to the Company's obligations under the Exchange Act, the Company will promptly inform the Underwriter thereof. The Company's Board of Directors shall recommend to the Company's stockholders that the stockholders vote in favor of the Capital Event at the Stockholders Meeting and take all commercially reasonable action (including, without limitation, the hiring of a proxy solicitation firm of nationally recognized standing) to solicit the approval of the stockholders for the Capital Event. If the Company does not obtain stockholder approval for the Capital Event at the Stockholders Meeting, the Company shall call a meeting every four (4) months thereafter to seek Stockholder Approval until the date that Stockholder Approval is obtained. No later than two (2) Business Days following Stockholder Approval of the Capital Event, the Company shall file with the Secretary of State of Delaware a certificate of amendment to the Certificate of Incorporation to effect the Capital Event, which Amendment shall provide that it shall become immediately effective upon filing. The Company shall issue a press release announcing the effectiveness of the Capital Event no later than one (1) Business Day after such filing.

Following the occurrence of a Capital Event and thereafter during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, 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 this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Reset. On the Reset Date, the Exercise Price shall be adjusted to equal the lower of (a) the Exercise Price then in effect (after taking into account and adjusting for the reverse stock split) and (b) 100% of the applicable Reset Price determined as of the applicable date of determination.

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

d) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

e) Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of shares of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding shares of Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the shares of Common Stock or any compulsory share exchange pursuant to which the shares of Common Stock are effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) on the exercise of this Warrant), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of shares of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. Notwithstanding anything to the contrary, in the event of a Fundamental Transaction, the Company or any Successor Entity (as defined below) shall, at the Holder's option, exercisable at any time concurrently with, or within 30 days after, the consummation of the Fundamental Transaction (or, if later, the date of the public announcement of the applicable Fundamental Transaction), purchase this Warrant from the Holder by paying to the Holder an amount of cash equal to the Black Scholes Value (as defined below) of the remaining unexercised portion of this Warrant on the date of the consummation of such Fundamental Transaction; provided, however, that, if the Fundamental Transaction is not within the Company's control, including not approved by the Company's Board of Directors, Holder shall only be entitled to receive from the Company or any Successor Entity, as of the date of consummation of such Fundamental Transaction, the same type or form of consideration (and in the same proportion), at the Black Scholes Value of the unexercised portion of this Warrant, that is being offered and paid to the holders of Common Stock of the Company in connection with the Fundamental Transaction, whether that consideration be in the form of cash, stock or any combination thereof, or whether the holders of Common Stock are given the choice to receive from among alternative forms of consideration in connection with the Fundamental Transaction. "Black Scholes Value" means the value of this Warrant based on the Black-Scholes Option Pricing Model obtained from the "OV" function on Bloomberg, L.P. ("Bloomberg") determined as of the day of consummation of the applicable Fundamental Transaction for pricing purposes and reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Termination Date, (B) an expected volatility equal to the greater of 100% and the 100 day volatility obtained from the HVT function on Bloomberg (determined utilizing a 365 day annualization factor) as of the Trading Day immediately following the public announcement of the applicable Fundamental Transaction, (C) the underlying price per share used in such calculation shall be the greater of (i) the sum of the price per share being offered in cash, if any, plus the value of any non-cash consideration, if any, being offered in such Fundamental Transaction and (ii) the greater of (x) the last VWAP immediately prior to the public announcement of such Fundamental Transaction and (y) the last VWAP immediately prior to the consummation of such Fundamental Transaction and (D) a remaining option time equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Termination Date and (E) a zero cost of borrow. The payment of the Black Scholes Value will be made by wire transfer of immediately available funds within five Business Days of the Holder's election (or, if later, on the effective date of the Fundamental Transaction). The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with the provisions of this Section 3(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein.

f) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

g) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by facsimile or email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the shares of Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the shares of Common Stock, (C) the Company shall authorize the granting to all holders of the shares of Common Stock rights or warrants to subscribe for or purchase any capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the shares of Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the shares of Common Stock are converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by facsimile or email to the Holder at its last facsimile number or email address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the shares of Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or stock exchange is expected to become effective or close, and the date as of which it is expected that holders of the shares of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or stock exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice and provided, further that no notice shall be required if the information is disseminated in a press release or document filed with the Securities and Exchange Commission. To the extent that any notice provided in this Warrant constitutes, or contains, material, non-public information regarding the Company, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transferability. This Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

Section 5. Miscellaneous.

a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

d) Authorized Shares.

The Company covenants that, after the Initial Exercise Date, it will reserve from its authorized and unissued shares of Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the shares of Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, 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 this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Warrant (whether brought against a party hereto or their respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan 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 any such court, that such suit, action or proceeding is improper or is an 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 Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If either party shall commence an action, suit or proceeding to enforce any provisions of this Warrant, the prevailing party in such action, suit or proceeding shall be reimbursed by the other party for their reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding. Notwithstanding the foregoing, nothing in this paragraph shall limit or restrict the federal district court in which a Holder may bring a claim under the federal securities laws.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that the Holder's right to exercise this Warrant terminates on the Termination Date. If the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Exercise, shall be in writing and delivered personally, by facsimile or e-mail, or sent by a nationally recognized overnight courier service, addressed to the Company, at Nxt-ID, Inc., 288 Christian Street, Hangar C 2nd Floor, Oxford, CT 06478, Attention: Chief Financial Officer, telephone number: (203) 266-2103, facsimile number: [____], and e-mail address: mark@nxt-id.com, or such other facsimile number, e-mail address or address as the Company may specify for such purposes by notice to the Holders. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile or e-mail, or sent by a nationally recognized overnight courier service addressed to each Holder at the address of such Holder appearing on the books of the Company. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the time of transmission, if such notice or communication is delivered via facsimile at the facsimile number or via e-mail at the e-mail address set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the time of transmission, if such notice or communication is delivered via facsimile at the facsimile number or via e-mail at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

****

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

NXT-ID, INC.

By: _____

Name: Chia-Lin Simmons
Title: Chief Executive Officer

Exhibit A

NOTICE OF EXERCISE

TO: **NXT-ID, INC.**

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

☐ in lawful money of the United States; or

☐ if permitted the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered to the following DWAC Account Number:

_____

_____

_____

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

_____

_____

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

Exhibit B

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated: _____ __, _____

Holder's Signature:_____

Holder's Address:_____

Exhibit 10.55

VOTING AGREEMENT

This Voting Agreement (this "**Voting Agreement**") is being delivered to you in connection with an understanding by and between Nxt-ID, Inc., a Delaware corporation (the "**Company**"), and the person or persons named on the signature pages hereto.

Reference is hereby made to the public offering (the "**Offering**") of securities of the Company, including shares ("**Shares**") of common stock, par value $0.0001 per share, of the Company (the "**Common Stock**"), pursuant to the registration statement on Form S-1, as amended (File No. 333-259105) ("**Registration Statement**"). The Company is requiring a voting agreement in substance the same as this Voting Agreement from all purchasers that purchase in excess of $100,000 of Shares in the Offering (each a "**Holder**" and collectively, the "**Holders**").

The Holder agrees to vote all shares of Common Stock it beneficially owns on and after Wednesday, September 15, 2021, including the Shares, with respect to all of the proposals presented by the Company to the stockholders of the Company at the Company's next meeting of its stockholders, as described in the Company's Definitive Proxy Statement filed with the U.S. Securities and Exchange Commission on September [__], 2021, including at every adjournment or postponement thereof, or any subsequent meeting of its stockholders duly called for the same or similar purposes. For clarity, the Holder's agreement to vote its shares of Common Stock in accordance with the immediately preceding sentence, does not require the Holder to vote its shares for or against any particular proposal or proposals, whether or not such proposal or proposals are recommended by the Company's board of directors.

Neither this Voting Agreement nor the transactions contemplated hereby are material to the Company and no material, non-public information has been provided to the Holder by the Company or any of its Subsidiaries or any of their respective officers, directors, employees or agents in connection with the transactions contemplated hereby. As of the date hereof, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, if any, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and the Holder or any of its affiliates, on the other hand, with respect to this Voting Agreement and the transactions contemplated hereby shall terminate. Notwithstanding anything contained in this Voting Agreement to the contrary and without implication that the contrary would otherwise be true, the Company expressly acknowledges and agrees that the Holder shall not have (unless expressly agreed to by the Holder after the date hereof in a written definitive and binding agreement executed by the Company and the Holder), any duty of confidentiality with respect to, or a duty to the Company not to trade on the basis of, any material, non-public information regarding the Company or any of its Subsidiaries.

Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Voting Agreement must be in writing and shall be delivered to the Holder at the e-mail address or facsimile number on the signature page hereto.

This Voting Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, letters and understandings relating to the subject matter hereof and are fully binding on the parties hereto.

This Voting Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. This Voting Agreement may be executed and accepted by facsimile or PDF signature and any such signature shall be of the same force and effect as an original signature.

The terms of this Voting Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

This Voting Agreement may not be amended or modified except in writing signed by each of the parties hereto.

All questions concerning the construction, validity, enforcement and interpretation of this Voting Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof.

Each party hereto acknowledges that, in view of the uniqueness of the transactions contemplated by this Voting Agreement, the other party or parties hereto will not have an adequate remedy at law for money damages in the event that this Voting Agreement has not been performed in accordance with its terms, and therefore agrees that such other party or parties shall be entitled to seek specific enforcement of the terms hereof in addition to any other remedy it may seek, at law or in equity.

The obligations of the Holder under this Voting Agreement are several and not joint with the obligations of any other holder of any of the Shares issued under the Registration Statement (each, an "**Other Holder**"), and the Holder shall not be responsible in any way for the performance of the obligations of any Other Holder under any such other agreement. Nothing contained in this Voting Agreement, and no action taken by the Holder pursuant hereto, shall be deemed to constitute the Holder and Other Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holder and the Other Holders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Voting Agreement and the Company acknowledges that the Holder and the Other Holders are not acting in concert or as a group with respect to such obligations or the transactions contemplated by this Voting Agreement or any other agreement. The Company and the Holder confirm that the Holder has independently participated in the negotiation of the transactions contemplated hereby with the advice of its own counsel and advisors. The Holder shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Voting Agreement, and it shall not be necessary for any Other Holder to be joined as an additional party in any proceeding for such purpose.

[The remainder of the page is intentionally left blank]

The parties hereto have executed this Voting Agreement as of the date first set forth above.

NXT-ID, INC.

By: _____
Name:
Title:
E-mail:
Facsimile:

[Company Signature Page to Nxt-ID, Inc. Voting Agreement]

The parties hereto have executed this Voting Agreement as of the date first set forth above.

Agreed to and Acknowledged:

HOLDER

By: _____
Name:
Title:
E-mail:
Facsimile:

[Holder Signature Page to Nxt-ID, Inc. Voting Agreement]

Exhibit 23.1

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in this Registration Statement of Nxt-ID, Inc. on Amendment No. 1 to Form S-1 (FILE NO. 333-259105) of our report dated April 15, 2021 with respect to our audits of the consolidated financial statements of Nxt-ID, Inc. as of December 31, 2020 and 2019 and for each of the two years in the period ended December 31, 2020 appearing in the Annual Report on Form 10-K of Nxt-ID, Inc. for the year ended December 31, 2020. We also consent to the reference to our firm under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Marcum LLP

Marcum LLP
New York, NY
September 13, 2021