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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **May 20, 2020**

ENDONOVO THERAPEUTICS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**000-55453**	**45-2552528**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

6320 Canoga Avenue, 15th Floor
Woodland Hills, CA 91367
(Address of principal executive office)(Zip Code)

Registrant's telephone number, including area code: **(800) 489-4774**

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

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

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

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

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

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

Emerging growth company [X]

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

Securities registered pursuant to Section 12(b) of the Act: None

Item 1.01 Entry into a Material Definitive Agreement.

On May 20, 2020, Endonovo Therapeutics, Inc., a Delaware corporation (the "Company") and Calvary Fund I, LP, a Delaware limited partnership (the "Investor") entered into an Equity Line Purchase Agreement (the "ELPA") and a Registration Rights Agreement (the "RRA"), each dated May 18, 2020.

Pursuant to the ELPA, the Investor committed to purchase, subject to certain restrictions and conditions, up to $10,000,000 (the "Commitment") worth of the Company's common stock, over a period of 24 months from the effectiveness of the registration statement registering the resale of shares purchased by the Investor pursuant to the ELPA. The Company agreed to issue shares of its common stock (the "Commitment Shares") to the Investor having a market value of 5% of the Commitment ($500,000 and 3,859,630 shares) based on the market price of the shares at the execution of the ELPA to be delivered in three tranches of 385,963 shares on: (i) the execution of the ELPA (which shares have been delivered to the Investor; (ii) thirty days after the effectiveness of the registration statement to be filed under the RRA (the "Registration Statement"), and (iii) 90 trading days after the effectiveness of the Registration Statement with the balance of the Commitment Shares to be issued pro-rata over the first $3,000,000 of puts in accordance with a formula set forth in the ELPA. The Company agreed to reserve 81,052,290 shares of its Common Stock for issuances to the Investor pursuant to the ELPA to cover the puts described below and the Commitment Shares.

The ELPA provides that at any time after the effective date of the Registration Statement and provided the closing sale price of the common shares on the OTCQB is not below $0.01, from time to time on any business day selected by the Company (the "Purchase Date"), the Company shall have the right, but not the obligation, to direct the Investor to buy up to 300,000 shares of the common stock (the "Regular Purchase Amount") at the a purchase price as equal to the lower of: (i) the lowest applicable Sales Price on the date of the put and (ii) 85% of the arithmetic average of the 3 lowest closing prices for the Common Stock during the 10 consecutive trading days ending on the trading day immediately preceding such Put Date. The Regular Purchase Amount may be increased as follows: to up to 400,000 shares of common stock if the closing price of the common shares is not below $0.25 per share and up to 500,000 shares if the closing price is not below $0.40 per share. Under the ELPA the Company has the right to submit a Regular Purchase notice to the Investor as often as every business day and after the market has closed (i.e. after 4:00 pm Eastern Time) so that the Purchase Price is always fixed and known at the time the Company delivers a put notice. The payment for the shares covered by each put notice will generally occur on the day following the put notice. The ELPA contains provisions which allow for the Company to make additional puts beyond the Regular Purchase Amount at greater discounts to the market price of the common stock as forth in the ELPA.

In addition, the Investor will not be obligated to purchase shares if the Investor's total number of shares beneficially held at that time would exceed 4.99% of the number of shares of the Company's common stock as determined in accordance with Rule 13d-1(j) of the Securities Exchange Act of 1934, as amended. In addition, the Company is not permitted to draw on the facility unless there is an effective registration statement to cover the resale of the shares.

The ELPA also contains customary representations and warranties of each of the parties. The assertions embodied in those representations and warranties were made for purposes of the ELPA and are subject to qualifications and limitations agreed to by the parties in connection with negotiating the terms of the ELPA. ELPA further provides that the Company and the Investor are each entitled to customary indemnification from the other for, among other things, any losses or liabilities they may suffer as a result of any breach by the other party of any provisions of the ELPA or RRA.

The ELPA requires the Company to apply at least 50% of the proceeds of puts to the payment of certain variable rate convertible notes issued by the Company.

Pursuant to the terms of the RRA, the Company is obligated to file one or more registrations statements with the SEC within fifteen (15) days after the date of the filing of its quarterly report on Form 10-Q for the period ended March 31, 2020 to register the resale by the Investor of the shares of common stock issued or issuable under the ELPA. In addition, the Company is obligated to use all commercially reasonable efforts to have the registration statement declared effective by the SEC within 90 days after the registration statement is filed.

The foregoing description of each of the ELPA and the RRA is qualified in its entirety by reference to the full text of the ELPA and RRA, respectively, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

As of May 1, 2020, the Company had outstanding approximately $5,200,000 in variable rate convertible promissory notes, the holder of one of these notes with a balance of approximately $283,000 has been repaid and three lenders holding of approximately $4,561,000 in variable rate convertible notes have entered into Note Modification and Forbearance Agreements, whereunder they have agreed to waive any prior defaults, waive certain payment premiums and not to convert their notes into free trading stock under Rule 144 under the Securities Act of 1933, as amended (the "33 Act"), provided that the Company is making certain payments to them under the ELA. The basic form of the forbearance agreement is annexed hereto as Exhibit 10.3 and the reader is directed to such exhibit for the full terms thereof. While the Company has approximately and additional $440,000 of variable rate convertible notes held by parties who have not signed the Note Modification and Forbearance Agreement, management believes, based on certain recently initiated SEC litigations, that it should no longer honor attempts to convert such notes into free trading stock under Rule 144 under the 33 Act.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements

None

(b) Exhibits

No.	Description
10.1	Equity Line Purchase Agreement by and between the Company and Calvary Fund I, LP, dated as of May 18, 2020
10.2	Registration Rights Agreement by and between the Company and Calvary Fund I, LP, dated as of May 18, 2020.
10.3	Form of Note Modification and Forbearance Agreement

SIGNATURES

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

Dated: May 22, 2020

ENDONOVO THERAPEUTICS, INC.

By: */s/ Alan Collier*
Alan Collier
Chief Executive Officer

EXHIBIT 10.1

EQUITY LINE PURCHASE AGREEMENT

THIS EQUITY LINE PURCHASE AGREEMENT (the "Agreement"), is entered into as of May 18, 2020 (the "Execution Date"), by and between Endonovo Therapeutics, Inc., a Delaware corporation (the "Company"), and Cavalry Fund I LP, a Delaware limited partnership (the "Investor").

RECITALS

WHEREAS, the parties desire that, upon the terms and subject to the conditions contained herein, the Company shall issue and sell to the Investor, from time to time as provided herein, and the Investor shall purchase from the Company up to Ten Million Dollars ($10,000,000) (the "Aggregate Put Amount") of the Company's Common Stock (as defined below);

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Investor hereby agree as follows:

AGREEMENT

1. **PURCHASE AND SALE OF COMMON STOCK.**

(a) Commitment Period and Obligation to Purchase. Upon the satisfaction of the conditions set forth in Sections 6 and 7 (the date such conditions are first satisfied, the "Effective Date"), the Company shall have the right, but not the obligation, from time to time for a period of up to Twenty-Four (24) months from the Effective Date (the "Commitment Period"), to direct the Investor to purchase shares ("Put Shares") of the Company's common stock $0.0001 par value, ("Common Stock") up to the Aggregate Put Amount pursuant to the terms set forth herein. The purchase process shall be initiated by the Company's delivery to the Investor of a written notice, substantially in the form of Exhibit A hereto (a "Put Notice"), setting forth the amount of Put Shares (as defined below) which the Company intends to require the Investor to purchase pursuant to the terms of this Agreement.

(b) Standard Puts.

(i) Standard Put Volume. Subject only to the limitations in this Section 1 and Section 7, the Company may, in its sole discretion on any Trading Day that the Closing Price is not below $0.01, deliver a Put Notice to direct the Investor to purchase up to Three Hundred Thousand (300,000) Put Shares per Put Notice (each such purchase a "Standard Put"), at the Standard Purchase Price; provided that the amount of Put Shares in any Standard Put may be increased as follows: (A) up to Four Hundred Thousand (400,000) Put Shares if the Closing Price of the Common Stock is not below $0.25 on the applicable Put Date, (B) up to Five Hundred Thousand (500,000) Put Shares if the Closing Price of the Common Stock is not below $0.40 on the applicable Put Date (as defined below).

(ii) Standard Put Timing. On any Trading Day during the Commitment Period, and in any case subject to the satisfaction of the conditions set forth in Sections 6 and 7, the Company may make a Standard Put at any time after the close of trading on the Principal Market on such Trading Day (the "Put Period") (each such date, a "Put Date") to direct the Investor to purchase Put Shares as set forth in Subsection 1(b)(i).

(iii) Standard Put Frequency. The Company may make multiple Standard Puts on a Put Date, provided that the Put Shares, and the Pro-Rata Commitment Shares as applicable, for each Standard Put previously made by the Company have been successfully delivered to the Investor as DWAC Shares. The Company many not make any Standard Puts until 24 hours after the effective time of the S-1 or within five (5) Trading Days of each Effectiveness Commitment Share Date.

(c) Accelerated Puts.

(i) Accelerated Put Defined. Subject to the limitations of this Subsection 1(c), the Company may deliver additional Put Notices pursuant to this Subsection 1(c) to the Investor on the same Put Date as the Company delivers a Standard Put pursuant to Subsection 1(b) (each such purchase an "Accelerated Put").

(ii) Accelerated Put Volume. Subject to the limitations in this Section 1, and if the Closing Price of the Common Stock on the applicable Put Date is not below $0.05, the Company may, in its sole discretion, deliver a Put Notice for an Accelerated Put to direct the Investor to purchase up to the lesser of (X) 300% of the Put Shares purchased in Standard Put(s) on the applicable Put Date or (Y) 30% of the trading volume of the Common Stock as reported on the Principal Market on such Put Date, in each case at the Accelerated Purchase Price.

(iii) Accelerated Put Timing. The Company may deliver a Put Notice for an Accelerated Put during the Put Period on each Put Date when the Company has made Standard Put(s) for the maximum number of Put Shares as allowed under Subsection 1(b); provided that the Put Shares, and the Pro-Rata Commitment Shares as applicable, for each Standard Put previously made by the Company have been successfully delivered to the Investor as DWAC Shares.

(iv) Accelerated Put Frequency. The Company may make multiple Accelerated Puts on a Put Date, provided that the Put Shares, and the Pro-Rata Commitment Shares as applicable, for each Accelerated Put previously made by the Company have been delivered to the Investor as DWAC Shares. The Company many not make any Accelerated Puts until 24 hours of the effective time of the S-1 or within five (5) Trading Days of each Effectiveness Commitment Share Date.

(d) Beneficial Ownership Limitation. Notwithstanding anything to the contrary contained in this Agreement, the Company shall not issue or sell, and the Investor shall not purchase or acquire, any shares of Common Stock under this Agreement which, when aggregated with all other shares of Common Stock then beneficially owned by the Investor and its affiliates (as calculated pursuant to Section 13(d) of the Exchange Act and Rule 13d-3 promulgated thereunder), would result in the beneficial ownership by the Investor and its affiliates of more than 4.99% of the then issued and outstanding shares of Common Stock (the "Beneficial Ownership Limitation"). Upon the written or oral request of the Investor, the Company shall promptly confirm in writing to the Investor the number of shares of Common Stock then outstanding. The Investor's written certification to the Company of the applicability of the Beneficial Ownership Limitation, and the resulting effect thereof hereunder at any time, shall be conclusive with respect to the applicability thereof and such result absent manifest error.

(e) Excess Shares. If the Company delivers a Put Notice for an amount of Put Shares exceeding the limitations set forth in this Section 1, the Investor shall have no obligation to purchase any Put Shares in excess of such limitations ("Excess Shares"), and the Investor shall return to the Company the Excess Shares. Additionally, the Investor shall have the right to deduct the portion of Purchase Price in any Put Notice related to any Excess Shares and any Clearing Costs related to the return of such Excess Shares at each Closing.

(f) Commitment Shares.

(i) Execution Commitment Shares. In consideration for the Investor's execution and delivery of this Agreement, the Company shall cause the Transfer Agent to issue 385,963 shares of Common Stock (the "Execution Commitment Shares") directly to the Investor on the Execution Date, which shall be fully earned as of the Execution Date, whether or not the Effective Date shall occur or any Put Shares are purchased by the Investor under this Agreement and irrespective of any termination of this Agreement.

(ii) Initial Effectiveness Commitment Shares. In consideration for the Investor's execution and delivery of this Agreement, on the earlier of (A) the Thirtieth (30th) day (or the Trading Day following such date if such date is not a Trading Day) following the effectiveness of the Registration Statement filed pursuant to Section 4(b) or (B) Two Hundred Tenth (210th) day (or the Trading Day following such date if such date is not a Trading Day) following the Execution Date (the "Initial Effectiveness Commitment Share Date"), the Company shall cause the Transfer Agent to issue 385,963 shares of Common Stock (the "Initial Effectiveness Commitment Shares"), which shall be fully earned as of the Execution Date, whether or not the Effective Date shall occur or any Put Shares are purchased by the Investor under this Agreement and irrespective of any termination of this Agreement.

(iii) Subsequent Effectiveness Commitment Shares. In consideration for the Investor's execution and delivery of this Agreement, on the earlier of (A) the Ninetieth (90th) day (or the Trading Day following such date if such date is not a Trading Day) following the effectiveness of the Registration Statement filed pursuant to Section 4(b) or (B) Two Hundred Tenth (270th) day (or the Trading Day following such date if such date is not a Trading Day) following the Execution Date (the "Subsequent Effectiveness Commitment Share Date" and, together with the Initial Effectiveness Commitment Share Date, the "Effectiveness Commitment Share Dates"), the Company shall cause the Transfer Agent to issue 385,963 shares of Common Stock (the "Subesequent Effectiveness Commitment Shares" and, together with the Initial Effectiveness Commitment Shares, the "Effectiveness Commitment Shares"), which shall be fully earned as of the Execution Date, whether or not the Effective Date shall occur or any Put Shares are purchased by the Investor under this Agreement and irrespective of any termination of this Agreement. The Effectiveness Commitment Shares shall be adjusted for any stock split, reverse stock split, reorganization, recapitalization, non-cash dividend, or other similar transaction that occurs on or after the date of this Agreement.

(iv) Pro-Rata Commitment Shares. In connection with each Put following the Effective Date and until the Company directs the Investor to purchase Put Shares equal to the Pro-Rata Put Amount, the Company shall issue to the Investor a number of shares of Common Stock (the "Pro-Rata Commitment Shares", together with the Execution Commitment Shares and the Effectiveness Commitment Shares, the "Commitment Shares" and together with the Execution Commitment Shares, the Effectiveness Commitment Shares and the Put Shares, the "Shares") equal to the product of (x) the Pro-Rata Commitment Share Amount and (y) the Pro-Rata Commitment Share Multiplier. The Pro-Rata Commitment Shares shall be issued to the Investor on the same Business Day as Put Shares are issued to the Investor in connection with the applicable Put as DWAC Shares. In no event shall the amount of the Pro-Rata Commitment Shares to be issued under this Agreement exceed Pro-Rata Commitment Share Amount, provided that the Pro-Rata Commitment Share Amount shall be adjusted for any stock split, reverse stock split, reorganization, recapitalization, non-cash dividend, or other similar transaction that occurs on or after the date of this Agreement.

(g) Closings. The Closing of a Put shall occur within one (1) Trading Day following the Put Date of each Standard Put or within one (1) Trading Day following the Accelerated Put Date for each Accelerated Put, whereby, provided that all Put Shares have been delivered to the Investor as DWAC Shares, the Investor shall deliver the Purchase Price by wire transfer of immediately available funds to an account designated by the Company (each, a "Closing"). In addition, on or prior to such Closing, each of the Company and the Investor shall deliver to each other all documents, instruments and writings required to be delivered or reasonably requested by either of them pursuant to this Agreement in order to implement and effect the transactions contemplated herein.

(h) Stock Splits and Similar Transactions. All share and dollar amounts contained in this Section 1 shall be adjusted for any stock split, reverse stock split, reorganization, recapitalization, non-cash dividend, or other similar transaction that occurs on or after the date of this Agreement.

2. **INVESTOR'S REPRESENTATIONS AND WARRANTIES**.

The Investor represents and warrants as of the Execution Date that:

(a) Organization; Authority. The Investor is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with the requisite power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents to which it is a party and otherwise to carry out its obligations hereunder and thereunder.

(b) No Public Sale or Distribution. The Investor is (i) acquiring the Shares for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the 1933 Act; provided, however, that by making the representations herein, the Investor does not agree to hold any of the Shares for any minimum or other specific term and reserves the right to dispose of the Shares at any time in accordance with or pursuant to a registration statement or an exemption under the 1933 Act. The Investor is acquiring the Shares hereunder in the ordinary course of its business. The Investor does not presently have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Shares.

(c) Accredited Investor Status. The Investor is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D promulgated by the SEC under the 1933 Act ("Regulation D").

(d) Reliance on Exemptions. The Investor understands that the Shares are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and the Investor's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Investor set forth herein in order to determine the availability of such exemptions and the eligibility of the Investor to acquire the Shares.

(e) Information. the Investor and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Shares that have been requested by the Investor in writing. The Investor and its advisors, if any, have been afforded the opportunity to ask questions of the Company. Neither such inquiries nor any other due diligence investigations conducted by the Investor or its advisors, if any, or its representatives shall modify, amend or affect the Investor's right to rely on the Company's representations and warranties contained herein. The Investor understands that its investment in the Shares involves a high degree of risk. The Investor has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Shares.

(f) No Governmental Review. The Investor understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Shares or the fairness or suitability of the investment in the Shares nor have such authorities passed upon or endorsed the merits of the offering of the Shares.

(g) Transfer or Resale. The Investor understands that: and the Shares may not be offered for sale, sold, assigned or transferred unless (A) subsequently registered under, or (B) sold, assigned or transferred pursuant to an exemption therefrom.

(h) Legends.

(i) The Investor understands that the certificates or other instruments representing the Shares, until such time as the resale of the Shares has been registered under the 1933 Act, the stock certificates Shares, except as set forth below, shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such stock certificates):

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT.

At any time after the Execution Date, the legend set forth above shall be removed and the Company shall issue a certificate without such legend to the holder of the Shares upon which it is stamped or, if available, issue to such holder by electronic delivery at the applicable balance account at The Depository Trust Company ("DTC"), if (i) such Shares are registered for resale under the 1933 Act, (ii) in connection with a sale, assignment or other transfer (other than pursuant to Rule 144), such holder provides the Company with an opinion of counsel, in a generally acceptable form, to the effect that such sale, assignment or transfer of the Shares may be made without registration under the applicable requirements of the 1933 Act, or (iii) the Shares can be sold, assigned or transferred pursuant to Rule 144 or Rule 144A. The Company shall be responsible for the issuance fees of its Transfer Agent, its legal counsel (with respect to legal opinions from its counsel covering the Investor in any such opinion upon any sale pursuant to Rule 144) and all DTC fees associated with such issuance.

(i) Validity; Enforcement. This Agreement and the other Transaction Documents to which the Investor is a party have been duly and validly authorized, executed and delivered on behalf of the Investor and shall constitute the legal, valid and binding obligations of the Investor enforceable against the Investor in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(j) No Conflicts. The execution, delivery and performance by the Investor of the Transaction Documents and the consummation by the Investor of the transactions contemplated thereby will not (i) result in a violation of the organizational documents of the Investor or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Investor is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to the Investor, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the ability of the Investor to perform its obligations hereunder.

(k) No Bad Actor Disqualification Event. The Investor represents, after reasonable inquiry, that none of the "Bad Actor" disqualifying events described in Rule 506(d)(l)(i) to (viii) under the 1933 Act (a "Disqualification Event") is applicable to the Investor or any of its Rule 506(d) Related Parties (if any), except a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) applies.

3. **REPRESENTATIONS AND WARRANTIES OF THE COMPANY.**

The Company represents and warrants to the Investor that, as of the Execution Date and as of the Effective Date:

(a) Organization and Qualification. Each of the Company and its "Subsidiaries" (which for purposes of this Agreement means any joint venture or any entity in which the Company, directly or indirectly, owns more than 10% of the capital stock or holds an equivalent equity or similar interest) are entities duly organized and validly existing and in good standing under the laws of the jurisdiction in which they are formed, and have the requisite power and authorization to own their properties and to carry on their business as now being conducted. Each of the Company and its Subsidiaries is duly qualified as a foreign entity to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to have a Material Adverse Effect. The Company has no Subsidiaries, except as set forth on Schedule 3(a).

(b) Authorization; Enforcement; Validity. The Company has the requisite corporate power and authority to enter into and perform its obligations under the Transaction Documents and to issue the Shares in accordance with the terms hereof and thereof. The execution and delivery of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby, including, without limitation, the reservation for issuance and issuance of the Shares, have been duly authorized by the Company's Board of Directors, and any other filings as may be required by any state securities agencies have been made. No further filing, consent, or authorization is required by the Company, its board of directors or its stockholders. The Transaction Documents have been duly executed and delivered by the Company, and constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(c) Issuance of Securities. The issuance of the Shares has been duly authorized and upon issuance in accordance with the terms of this Agreement shall be validly issued and free from all taxes and Liens with respect to the issue thereof. Upon issuance, the Shares will be validly issued, fully paid and nonassessable and free from all preemptive or similar rights, taxes and Liens with respect to the issue thereof, with the holders being entitled to all rights accorded to a holder of Common Stock. Assuming the accuracy of each of the representations and warranties set forth in Section 2 of this Agreement, the offer and issuance by the Company of the Shares is exempt from registration under the 1933 Act.

(d) No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Shares) will not (i) result in a violation of any certificate or articles of incorporation, any certificate of formation, any certificate of designations or other constituent documents of the Company or any of its Subsidiaries, any capital stock of the Company or any of its Subsidiaries or the bylaws of the Company or any of its Subsidiaries or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) in any respect under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company or any of its Subsidiaries is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including foreign, federal and state laws and regulations) applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected.

(e) Consents. Neither the Company nor any of its Subsidiaries is required to obtain any consent, authorization or order of, or make any filing or registration with, any government, court, regulatory, self-regulatory, administrative agency or commission or other governmental agency, authority or instrumentality, domestic or foreign, of competent jurisdiction (a "Governmental Authority") or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by the Transaction Documents, in each case in accordance with the terms hereof or thereof,. The Company and its Subsidiaries are unaware of any facts or circumstances that might prevent the Company from obtaining or effecting any of the registration, application or filings pursuant to the preceding sentence.

(f) Acknowledgment Regarding Investor's Purchase of Securities. The Company acknowledges and agrees that the Investor is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated hereby and thereby and that the Investor is not (i) an officer or director of the Company or any of its Subsidiaries, or (ii) an "affiliate" (as defined in Rule 144) of the Company or any of its Subsidiaries. The Company further acknowledges that the Investor is not acting as a financial advisor or fiduciary of the Company or any of its Subsidiaries (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated hereby and thereby, and any advice given by the Investor or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby and thereby is merely incidental to the Investor's purchase of the Shares. The Company further represents to the Investor that the Company's decision to enter into the Transaction Documents has been based solely on the independent evaluation by the Company and its representatives.

(g) No General Solicitation; Placement Agent. Neither the Company, nor any of its Subsidiaries or affiliates, nor any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D under the 1933 Act) in connection with the offer or sale of the Shares. Neither the Company nor any of its Subsidiaries has engaged any placement agent or other agent in connection with the sale of the Shares. In the event that a broker-dealer or other agent or advisory is engaged by the Company, the Company shall be responsible for the payment of any placement agent's fees, financial advisory fees, or brokers' commissions (other than for persons engaged by the Investor) relating to or arising out of the transactions contemplated hereby in connection with the sale of the Shares. The Company shall pay, and hold the Investor harmless against, any liability, loss or expense (including, without limitation, attorney's fees and out-of-pocket expenses) arising in connection with any such claim.

(h) No Integrated Offering. None of the Company, its Subsidiaries, any of their affiliates, and any Person acting on 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 require registration of any of the Shares under the 1933 Act, whether through integration with prior offerings or otherwise, or caused this offering of the Shares to require approval of stockholders of the Company for purposes of any applicable stockholder approval provisions, including, without limitation, under the rules and regulations of any exchange or automated quotation system on which any of the securities of the Company are listed or designated, but excluding stockholder consents required to authorize and issue the Shares or waive any anti-dilution provisions in connection therewith. None of the Company, its Subsidiaries, their affiliates and any Person acting on their behalf will take any action or steps referred to in the preceding sentence that would require registration of any of the Shares under the 1933 Act or cause the offering of the Shares to be integrated with other offerings for purposes of any such applicable stockholder approval provisions.

(i) SEC Documents; Disclosure. Except as set forth on Schedule 3(i), the Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the 1933 Act and the 1934 Act, including pursuant to Section 13(a) or 15(d) thereof, for the one (1) year preceding the Execution Date (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, being collectively referred to herein as the "SEC Documents") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Documents prior to the expiration of any such extension. As of their respective dates, the SEC Documents complied in all material respects with the requirements of the 1933 Act and the 1934 Act, as applicable, and other federal laws, rules and regulations applicable to such SEC Documents, and none of the SEC Documents 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 light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Documents comply as to form and substance in all material respects with applicable accounting requirements and the published rules and regulations of the SEC or other applicable rules and regulations with respect thereto. Such financial statements have been prepared in accordance with GAAP applied on a consistent basis during the periods involved (except (a) as may be otherwise indicated in such financial statements or the notes thereto or (b) in the case of unaudited interim statements, to the extent they may not include footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Company as of 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). There is no transaction, arrangement, or other relationship between the Company and an unconsolidated or other off balance sheet entity that is not disclosed by the Company in its financial statements or otherwise that would be reasonably likely to have a Material Adverse Effect. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor any other Person acting on its behalf has provided the Investor or its agents or counsel with any information that it believes constitutes or might constitute material, non-public information. The Company understands and confirms that the Investor will rely on the foregoing representation in effecting transactions in securities of the Company.

(j) Application of Takeover Protections; Registration Rights. The Company and its board of directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Certificate of Incorporation, (as defined in Section 3(r)) any certificates of designations or the laws of the jurisdiction of its formation or incorporation which is or could become applicable to the Investor as a result of the transactions contemplated by this Agreement, including, without limitation, the Company's issuance of the Shares and athe Investor's ownership of the Shares. The Company and its board of directors have taken all necessary actions, if any, in order to render inapplicable any stockholder rights plan or similar arrangement if any relating to accumulations of beneficial ownership of Common Stock or a change in control of the Company. Except as set forth on Schedule 3(j), no Person (other than the Investor) has any right to cause the Company to effect the registration under the 1933 Act of any securities of the Company or any Subsidiary. Notwithstanding the foregoing, the Company has authorized Super Voting Series AA Preferred Stock which has effective voting control over all Company affairs and the Company may avail itself of certain SEC announcements to delay the due date of its QuarterlyReport on Form 10-Q for the period March 31, 2021 to June 29, 2020.

(k) Material Liabilities; Financial Statements. Except as set forth in the SEC Documents or onSchedule 3(k), the Company has no liabilities or obligations, absolute or contingent (individually or in the aggregate), except (i) liabilities and obligations incurred after December 31, 2019 in the ordinary course of business that are not material and (ii) obligations under contracts made in the ordinary course of business that would not be required to be reflected in financial statements prepared in accordance with generally accepted accounting principles as applied in the United States, consistently applied for the periods covered thereby ("GAAP"). The financial statements of the Company delivered to the Investor on or prior to the Execution Date are a correct and complete copy of the audited financial statements (including, in each case, any related notes thereto) of the Company and its Subsidiaries, on a consolidated basis, for the fiscal years ended December 31, 2019 and 2018, which have been filed with the SEC (the "Financial Statements"), and such statements fairly present in all material respects the financial position of the Company and its Subsidiaries, on a consolidated basis, at the respective dates thereof and the results of its operations and cash flows for the periods indicated. The Financial Statements 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 light of the circumstances under which they were made, not misleading.

(l) Absence of Certain Changes. Except as set forth in the SEC Documents or on Schedule 3(l), since December 31, 2019, there has been no material adverse change and no material adverse development in the business, assets, properties, operations, condition (financial or otherwise), results of operations or prospects of the Company or its Subsidiaries. Without limiting the generality of the foregoing, neither the Company nor any of its Subsidiaries has:

(i) declared, set aside or paid any dividend or other distribution with respect to any shares of capital stock of the Company or any of its Subsidiaries or any direct or indirect redemption, purchase or other acquisition of any such shares;

(ii) sold, assigned, pledged, encumbered, transferred or other disposed of any tangible asset of the Company or any of its Subsidiaries (other than sales or the licensing of its products to customers in the ordinary course of business consistent with past practice), or sold, assigned, pledged, encumbered, transferred or other disposed of any Intellectual Property (other than licensing of products of the Company or its Subsidiaries in the ordinary course of business and on a non-exclusive basis);

(iii) entered into any licensing or other agreement with regard to the acquisition or disposition of any Intellectual Property (as hereinafter defined) other than licenses in the ordinary course of business consistent with past practice or any amendment or consent with respect to any licensing agreement filed or required to be filed with respect to any Governmental Authority;

(iv) made capital expenditures, individually or in the aggregate, in excess of $100,000;

(v) incurred any Lien on any property of the Company or any of its Subsidiaries except for Liens in existence on the Execution Date that are described on Schedules 3(m) or 3(s) or in the SEC Documents;

(vi) made any payment, discharge, satisfaction or settlement of any suit, action, claim, arbitration, proceeding or obligation of the Company or any of its Subsidiaries, except in the ordinary course of business and consistent with past practice;

(vii) effected any split, combination or reclassification of any equity securities;

(viii) incurred any material loss, destruction or damage to any property of the Company or any Subsidiary, whether or not insured;

(ix) suffered any acceleration or prepayment of any Indebtedness (as defined below) for borrowed money or the refunding of any such Indebtedness;

(x) incurred any labor trouble involving the Company or any Subsidiary or any material change in their personnel or the terms and conditions of employment;

(xi) granted any waiver of any valuable right, whether by contract or otherwise;

(xii) made any loan or extension of credit to any officer or employee of the Company;

(xiii) incurred any change in the independent public accountants of the Company or its Subsidiaries or any material change in the accounting methods or accounting practices followed by the Company or its Subsidiaries, as applicable, or any material change in depreciation or amortization policies or rates;

(xiv) suffered any resignation or termination of any officer, key employee or group of employees of the Company or any of its Subsidiaries;

(xv) made any change in any compensation arrangement or agreement with any employee, officer, director or stockholder that would result in the aggregate compensation to such Person in such year to exceed $150,000, except as disclosed on Schedule 3(l)(xv);

(xvi) made any material increase in the compensation of employees of the Company or its Subsidiaries (including any increase pursuant to any written bonus, pension, profit sharing or other benefit or compensation plan, policy or arrangement or commitment), or any increase in any such compensation or bonus payable to any officer, stockholder, director, consultant or agent of the Company or any of its Subsidiaries having an annual salary or remuneration in excess of $100,000;

(xvii) sustained any revaluation of any of their respective assets, including, without limitation, writing down the value of capitalized inventory or writing off notes or accounts receivable or any sale of assets other than in the ordinary course of business;

(xviii) made any acquisition or disposition of any material assets (or any contract or arrangement therefor), or any other material transaction by the Company or any Subsidiary otherwise than for fair value in the ordinary course of business;

(xix) written-down the value of any asset of the Company or its Subsidiaries or written-off as uncollectible of any accounts or notes receivable or any portion thereof except in the ordinary course of business and in a magnitude consistent with historical practice;

(xx) cancelled any debts or claims or any material amendment, termination or waiver of any rights of the Company or its Subsidiaries; or

(xxi) any agreement, whether in writing or otherwise, to take any of the actions specified in the foregoing items (i) through (xxi).

Neither the Company nor any of its Subsidiaries has taken any steps to seek protection pursuant to any bankruptcy law nor does the Company have any knowledge or reason to believe that its creditors intend to initiate involuntary bankruptcy proceedings or any actual knowledge of any fact that would reasonably lead a creditor to do so.

(m) No Undisclosed Events, Liabilities, Developments or Circumstances. Except as set forth in Schedule 3(m) hereto, the Company and its Subsidiaries have no liabilities or obligations of any nature (whether accrued, absolute, contingent, unasserted or otherwise and whether due or to become due) other than those liabilities or obligations that are disclosed in the SEC Documents and Financial Statements or which do not exceed, individually in excess of $50,000 and in the aggregate in excess of $100,000. The reserves, if any, established by the Company or the lack of reserves, if applicable, are reasonable based upon facts and circumstances known by the Company on the Execution Date and there are no loss contingencies that are required to be accrued by the Statement of Financial Accounting Standard No. 5 of the Financial Accounting Standards Board which are not provided for in the Financial Statements.

(n) Conduct of Business; Regulatory Permits. Neither the Company nor any of its Subsidiaries is in violation of any term of or in default under the Certificate of Incorporation, the Certificate of Designations, any other certificate of designation, preferences or rights of any other outstanding series of preferred stock of the Company or the Bylaws (as defined in Section 3(r)) or any subsidiary's organizational charter, certificate or articles of incorporation or bylaws, respectively. Neither the Company nor any of its Subsidiaries is in violation of any judgment, decree or order or any statute, ordinance, rule or regulation (each a "Legal Requirement") applicable to the Company or any of its Subsidiaries, and neither the Company nor any of its Subsidiaries will conduct its business in violation of any of the foregoing, except for possible violations which could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company and its Subsidiaries possess all certificates, authorizations and permits issued by the appropriate regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such certificates, authorizations or permits would not have, individually or in the aggregate, a Material Adverse Effect, and neither the Company nor any such Subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit. There is no agreement, commitment, judgment, injunction, order or decree binding upon the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries is a party which has or could reasonably be expected to have the effect of prohibiting or materially impairing any business practice of the Company or any of its Subsidiaries, any acquisition of property by the Company or any of its Subsidiaries or the conduct of business by the Company or any of its Subsidiaries as currently conducted other than such effects, individually or in the aggregate, which have not had and could not reasonably be expected to have a Material Adverse Effect on the Company or any of its Subsidiaries.

(o) Foreign Corrupt Practices. Neither the Company nor any of its Subsidiaries nor any director, officer, agent, employee or other Person acting on behalf of the Company or any of its Subsidiaries has, in the course of its actions for, or on behalf of, the Company or any of its Subsidiaries (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

(p) Management. During the past five year period, no current or former officer or director or, to the knowledge of the Company, stockholder of the Company or any of its Subsidiaries has been the subject of:

(i) a petition under bankruptcy laws or any other insolvency or moratorium law or has a receiver, fiscal agent or similar officer been appointed by a court for such Person, or any partnership in which such person was a general partner at or within two years before the time of such filing, or any corporation or business association of which such person was an executive officer at or within two years before the time of such filing;

(ii) a conviction in a criminal proceeding or a named subject of a pending criminal proceeding (excluding traffic violations that do not relate to driving while intoxicated or driving under the influence);

(iii) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining any such person from, or otherwise limiting, the following activities:

(1) Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the United States Commodity Futures Trading Commission or an associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;

(2) Engaging in any type of business practice; or

(3) Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of securities laws or commodities laws;

(iv) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any authority barring, suspending or otherwise limiting for more than 60 days the right of any such person to engage in any activity described in the preceding sub paragraph, or to be associated with persons engaged in any such activity;

(v) a finding by a court of competent jurisdiction in a civil action or by the SEC or other authority to have violated any securities law, regulation or decree and the judgment in such civil action or finding by the SEC or any other authority has not been subsequently reversed, suspended or vacated; or

(vi) a finding by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any federal commodities law, and the judgment in such civil action or finding has not been subsequently reversed, suspended or vacated.

(q) Transactions With Affiliates. Except as set forth in the SEC Filings or onSchedule 3(q), no current employee, director, officer or, to the knowledge of the Company, any former employee, director or officer, any stockholder of the Company or its Subsidiaries, affiliate of any thereof who occupied such role during the past 12 months, (i) a party to any transaction with the Company or its Subsidiaries (including any contract, agreement or other arrangement providing for the furnishing of services by, or rental of real or personal property from, or otherwise requiring payments to, any such director, officer or stockholder or such associate or affiliate or relative) or (ii) the direct or indirect owner of an interest in any corporation, firm, association or business organization which is a competitor, supplier or customer of the Company or its Subsidiaries (except for a passive investment (direct or indirect) in less than 5% of the common stock of a company whose securities are publicly traded on or quoted), nor does any such Person receive income from any source other than the Company or its Subsidiaries which relates to the business of the Company or its Subsidiaries or should properly accrue to the Company or its Subsidiaries. Except as set forth on Schedule 3(q) and as disclosed in the Company's SEC filings, no employee, officer, stockholder or director of the Company or any of its Subsidiaries or member of his or her immediate family is indebted to the Company or its Subsidiaries, as the case may be, nor is the Company or any of its Subsidiaries indebted (or committed to make loans or extend or guarantee credit) to any of them, other than (i) for payment of salary for services rendered, (ii) reimbursement for reasonable expenses incurred on behalf of the Company, and (iii) for other standard employee benefits made generally available to all employees or executives (including stock option agreements outstanding under any stock option plan approved by the board of directors of the Company).

(r) Equity Capitalization. As of the Execution Date, the authorized capital stock of the Company consists of 8,601,848 shares of Common Stock.All of such outstanding shares have been, or upon issuance will be, validly issued and are fully paid and nonassessable. Except as disclosed in Schedule 3(r): (i) none of the Company's capital stock is subject to preemptive rights or any other similar rights or any Liens suffered or permitted by the Company; (ii) there are no outstanding options, scrip, rights to subscribe to, or calls, exercisable or exchangeable for, any capital stock of the Company or any of its Subsidiaries; (iii) there are no outstanding, credit agreements, credit facilities evidencing Indebtedness of the Company or any of its Subsidiaries or by which the Company or any of its Subsidiaries is or may become bound; (iv) there are no financing statements securing obligations in any material amounts, either singly or in the aggregate, filed in connection with the Company or any of its Subsidiaries; (v) there are no agreements or arrangements under which the Company or any of its Subsidiaries is obligated to register the sale of any of their securities under the 1933 Act; (vi) there are no outstanding securities or instruments of the Company or any of its Subsidiaries which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to redeem a security of the Company or any of its Subsidiaries; (vii) there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the Shares; (viii) the Company has not issued any stock appreciation rights or "phantom stock" or any similar rights; and (ix) the Company and its Subsidiaries have no liabilities or obligations required to be disclosed in the Financial Statements in accordance with GAAP but not so disclosed in the Financial Statements. The Company has furnished to the Investor true, correct and complete copies of the Company's Certificate of Incorporation, as amended and as in effect on the date hereof (the "Certificate of Incorporation"), and the Company's Bylaws, as amended and as in effect on the date hereof (the "Bylaws"), and the terms of all securities convertible into, or exercisable or exchangeable for, shares of Common Stock and the material rights of the holders thereof in respect thereto.

(s) Indebtedness and Other Contracts. Except as disclosed in the Company's Financial Statements and SEC filings or onSchedule 3(s), neither the Company nor any of its Subsidiaries (i) has any outstanding Indebtedness, (ii) is a party to any contract, agreement or instrument, the violation of which, or default under which, by the other party(ies) to such contract, agreement or instrument could reasonably be expected to result in a Material Adverse Effect, (iii) is in violation of any term of or in default under any contract, agreement or instrument relating to any Indebtedness, except where such violations and defaults would not result, individually or in the aggregate, in a Material Adverse Effect, or (iv) is a party to any contract, agreement or instrument relating to any Indebtedness, the performance of which, in the judgment of the Company's officers, has or is expected to have a Material Adverse Effect. Schedule 3(s) provides a description of the material terms of any such outstanding Indebtedness.

(t) Absence of Litigation. Except as set forth on Schedule 3(t), there is no action, suit, arbitration or other legal, administrative or other governmental investigation, inquiry or proceeding (whether federal, state, local or foreign) pending or, to the best of the Company's knowledge, threatened against or affecting the Company or any of its Subsidiaries or any of their respective properties, assets, capital stock or businesses or any of the Company's or any of its Subsidiaries' officers or directors. After reasonable inquiry of its employees, the Company is not aware of any fact which might result in or form the basis for any such action, suit, arbitration, investigation, inquiry or other proceeding. Neither the Company nor any of its Subsidiaries is subject to any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority.

(u) Employee Matters; Benefit Plans.

(i) The employment of each officer and employee of the Company is terminable at the will of the Company, except as disclosed on Schedule 3(u). The Company and its Subsidiaries have complied in all material respects with all applicable laws relating to wages, hours, equal opportunity, collective bargaining, workers' compensation insurance and the payment of social security and other taxes. Except as provided on Schedule 3(u), the Company is not aware that any officer, key employee or group of employees intends to terminate his, her or their employment with the Company or its Subsidiaries, as the case may be, nor does the Company have a present intention, or know of a present intention of its Subsidiaries, to terminate the employment of any officer, key employee or group of employees. There are no pending or, to the knowledge of the Company, threatened employment discrimination charges or complaints against or involving the Company or its Subsidiaries before any federal, state, or local board, department, commission or agency, or unfair labor practice charges or complaints, disputes or grievances affecting the Company or its Subsidiaries.

(ii) Since the Company's inception, to the knowledge of the Company neither the Company nor its Subsidiaries has experienced any labor disputes, union organization attempts or work stoppage due to labor disagreements. There are no unfair labor practice charges or complaints against the Company or its Subsidiaries pending, or to the knowledge of the Company, threatened before the National Labor Relations Board or any comparable state agency or authority. There are no written or oral contracts, commitments, agreements, understandings or other arrangements with any labor organization, nor work rules or practices agreed to with any labor organization or employee association, applicable to employees of the Company or any of its Subsidiaries, nor is the Company or its Subsidiaries a party to, or bound by, any collective bargaining or similar agreement; there is not, and since the Company's inception there has not been, any representation of the employees of the Company or its Subsidiaries by any labor organization and, to the knowledge of the Company, there are no union organizing activities among the employees of the Company or its Subsidiaries, and to the knowledge of the Company, no question concerning representation has been raised or is threatened respecting the employees of the Company or its Subsidiaries.

(iii) Schedule 3(u)(iii) contains a true, correct and complete list of each pension, retirement, savings, deferred compensation and profit-sharing plan and each stock option, stock appreciation, stock purchase, performance share, bonus or other incentive plan, severance plan, health, group insurance or other welfare plan, or other similar plan (whether written or otherwise) and any "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), under which the Company has any current or future obligation or liability (including any potential, contingent or secondary liability under Title IV of ERISA) or under which any employee or former employee (or beneficiary of any employee or former employee) of the Company has or may have any current or future right to benefits (the term "plan" shall include any contract, agreement (including an employment or independent contractor agreement), policy or understanding, each such plan being hereinafter referred to in this Agreement individually as a "Benefit Plan"). The Company has delivered to the Investor true, correct and complete copies of (i) each material Benefit Plan, including any amendments thereto, (ii) the summary plan description, if any, for each Benefit Plan, including any summaries of material modifications made since the most recent summary plan description, (iii) the latest annual report which has been filed with the Internal Revenue Service (the "IRS") for each Benefit Plan required to file an annual report, and (iv) the most recent IRS determination letter for each Benefit Plan that is a pension plan (as defined in ERISA) intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Each Benefit Plan intended to be tax qualified under Sections 401(a) and 501(a) of the Code is and has been determined by the IRS to be tax qualified under Sections 401(a) and 501(a) of the Code and, since such determination, no amendment to or failure to amend any such Benefit Plan and no other event or circumstance has occurred that could reasonably be expected to adversely affect its tax qualified status.

(iv) There are no actions, claims, audits, lawsuits or arbitrations pending, or, to the knowledge of the Company, threatened, with respect to any Benefit Plan or the assets of any Benefit Plan. Each Benefit Plan has been administered in all material respects in accordance with its terms and with all applicable Legal Requirements (including, without limitation, the Code and ERISA).

(v) Except as set forth on Schedule 3(v), the consummation of the transactions contemplated by this Agreement will not (1) entitle any employee or independent contractor of the Company or its Subsidiaries to severance pay or termination benefits, (2) accelerate the time of payment or vesting, or increase the amount of compensation due to any current or former employee or independent contractor of the Company or its Subsidiaries, (3) obligate the Company or any of its affiliates to pay or otherwise be liable for any compensation, vacation days, pension contribution or other benefits to any current or former employee, consultant, agent or independent contractor of the Company or its Subsidiaries for periods before each Closing, (4) require assets to be set aside or other forms of security to be provided with respect to any liability under a Benefit Plan, or (5) result in any "parachute payment" (within the meaning of Section 280G of the Code) under any Benefit Plan.

(vi) No Benefit Plan is subject to the provisions of Section 412 of the Code or Part 3 of Subtitle B of Title I of ERISA. No Benefit Plan is subject to Title IV of ERISA and no Benefit Plan is a "multiemployer plan" (within the meaning of Section 3(37) of ERISA). Since inception, neither the Company, its Subsidiaries, nor any business or entity treated as a single employer with the Company or its Subsidiaries for purposes of Title IV of ERISA contributed to or was obliged to contribute to a pension plan that was at any time subject to Title IV of ERISA.

(vii) No Benefit Plan has provided, been required to provide, provides or is required to provide, at any time in the past, present, or future, health, medical, dental, accident, disability, death or survivor benefits to or in respect of any Person beyond one year following termination of employment, except to the extent required under any state insurance law or under Part 6 of Subtitle B of Title I of ERISA and under Section 4980B of the Code. No Benefit Plan covers any individual that is not an employee or advisor of the Company or its Subsidiaries, other than spouses and dependents of employees under health and child care policies listed in Schedule 3(u)(vii), true and complete copies of which have been made available to the Investor.

(viii) Except as otherwise permitted pursuant to employment agreements with the Company disclosed to the Investor, each officer of the Company is currently devoting all of such officer's business time to the conduct of the business of the Company. Except as otherwise permitted pursuant to employment agreements with the Company disclosed to the Investor, the Company is not aware of any officer or key employee of the Company or any of its Subsidiaries planning to work less than full time at the Company or its Subsidiaries in the future.

(v) Reserved.

(w) Intellectual Property. Except as listed on Schedule 3(w) the Company does not own any Intellectual Property. "Intellectual Property" shall mean all of the following: (A) trademarks and service marks, trade dress, product configurations, trade names and other indications of origin, applications or registrations in any jurisdiction pertaining to the foregoing and all goodwill associated therewith; (B) inventions, discoveries, improvements, ideas, know-how, formula methodology, processes, technology, software (including password unprotected interpretive code or source code, object code, development documentation, programming tools, drawings, specifications and data) and applications and patents in any jurisdiction pertaining to the foregoing, including re-issues, continuations, divisions, continuations-in-part, renewals or extensions; (C) trade secrets, including confidential information and the right in any jurisdiction to limit the use or disclosure thereof; (D) copyrights in writings, designs software, mask works or other works, applications or registrations in any jurisdiction for the foregoing and all moral rights related thereto; (E) database rights; (F) Internet Web sites, domain names and applications and registrations pertaining thereto and all intellectual property used in connection with or contained in all versions of the Company's Web sites (except for as related to "endonovo.com"); (G) rights under all agreements relating to the foregoing; (H) books and records pertaining to the foregoing; and (I) claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing.

(x) Environmental Laws. To its knowledge, the Company and its Subsidiaries (i) are in compliance with any and all Environmental Laws, (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval where, in each of the foregoing clauses (i), (ii) and (iii), the failure to so comply could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(y) Subsidiary Rights. The Company or one of its Subsidiaries has the unrestricted right to vote, and (subject to limitations imposed by applicable law) to receive dividends and distributions on, all capital securities of its Subsidiaries as owned by the Company or such Subsidiary.

(z) Tax Status.

(i) Except as disclosed on Schedule 3(zi), the Company and its Subsidiaries have filed in the appropriate jurisdictions all material returns, reports, information statements and other documentation required to be filed or maintained, in connection with the calculation, determination, assessment or collection of any and all federal, state, local, foreign and other taxes, levies, fees, imposts, duties, governmental fees and charges of whatever kind (including any interest, penalties or additions to the tax imposed in connection therewith or with respect thereto), including, without limitation, taxes imposed on, or measured by, income, franchise, profits, gross income or gross receipts, and also ad valorem, value added, sales, use, service, real or personal property, capital stock, stock transfer, license, payroll, withholding, employment, social security, workers' compensation, unemployment compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, environmental, transfer and gains taxes and customs duties (each a "Tax").

(ii) Each of the Company and its Subsidiaries has paid all material Taxes and other assessments due from and payable by the Company and its Subsidiaries on or prior to the date hereof on a timely basis except as to those set forth in Schedule 3(z)(ii). The charges, accruals, and reserves for Taxes with respect to the Company and its Subsidiaries are adequate to cover Tax liabilities of the Company and its Subsidiaries accruing throughout the Execution Date. Except as set forth in Schedule 3(z)(ii), each of the Company and its Subsidiaries has complied in all material respects with all applicable Legal Requirements relating to the payment and withholding of Taxes (including withholding and reporting requirements under Sections 1441 through 1464, 3401 through 3406, and 6041 and 6049 of the Code and similar provisions under any other applicable Legal Requirements) and, within the time and in the manner prescribed by law, has withheld from wages, fees and other payments and paid over to the proper governmental or regulatory authorities all amounts required. Except as set forth in Schedule 3(z)(ii), neither the Company nor any of its Subsidiaries has received notice of assessment or proposed assessment of any Taxes claimed to be owed by it or any other Person on its behalf. Except as set forth in Schedule 3(z)(ii), no returns filed by or on behalf of the Company or any of its Subsidiaries with respect to Taxes are currently being audited or examined. Except as set forth in Schedule 3(z)(ii), neither the Company nor any of its Subsidiaries has received notice of any such audit or examination. Except as set forth in Schedule 3(z)(ii), no issue has been raised by any taxing authority with respect to the Company or any of its Subsidiaries in any audit or examination which, by application of similar principles, could reasonably be expected to result in a proposed material adjustment to the liability for Taxes for any period not so examined.

(iii)

(iv) Except as disclosed on Schedule 3(z)(iii), no known Liens have been filed against the Company or any of its Subsidiaries with respect to any Taxes (other than Liens for Taxes not yet due and payable). Neither the Company nor any of its Subsidiaries has elected pursuant to the Code to be treated as an S corporation or any comparable provision of local, state or foreign law, or has made any other elections pursuant to the Code (other than elections that relate solely to entity classification, methods of accounting, depreciation, or amortization) that would have a material effect on the business, properties, prospects, or financial condition of the Company and its Subsidiaries, individually or in the aggregate.

(v) Except as disclosed herein, the Company has received no notices or requests for information from the IRS and certain states regarding its failure to file its Taxes. Neither the Company nor any of its Subsidiaries has been a member of an affiliated group (as defined in Section 1504(a) of the Code) or filed or been included in a combined, consolidated or unitary income tax return other than the affiliated group of which the Company is currently the common parent. Neither the Company nor any of its Subsidiaries is required to include in income any adjustment pursuant to Section 481(a) of the Code by reason of a voluntary change in accounting methods initiated by the Company or any of its Subsidiaries, and no Governmental Authority has proposed an adjustment or change in accounting method. Neither the Company nor any of its Subsidiaries is a party to any Tax sharing or Tax indemnity agreement or any other agreement of a similar nature that remains in effect. Neither the Company nor any of its Subsidiaries has consented to any waiver of the statute of limitations for the assessment of any Taxes or has requested any extension of time for the payment of any Taxes. Neither the Company nor any of its Subsidiaries has ever held a material beneficial interest in any other Person, other than those listed in Schedule 3(z)(iv). Neither the Company nor any of its Subsidiaries is obligated to make, nor as a result of any event connected with the transactions contemplated by this Agreement will become obligated to make, any payment that would not be deductible under Section 280G of the Code. Neither the Company nor any Subsidiary of the Company is a "passive foreign investment company" within the meaning of Section 1296 of the Code (a "PFIC"), and the Company does not anticipate that the Company or any additional foreign Subsidiary will become a PFIC in the foreseeable future.

(aa) Internal Accounting and Disclosure Controls. Except as disclosed in the Company's SEC filings, the Company and each of its Subsidiaries maintain a system of internal accounting controls appropriate for its size.

(bb) Off Balance Sheet Arrangements. There is no transaction, arrangement, or other relationship between the Company and an unconsolidated or other off balance sheet entity that is not disclosed by the Company in its Financial Statements or that otherwise would be reasonably likely to have a Material Adverse Effect.

(cc) Investment Company Status. The Company is not, and upon consummation of the sale of the Shares will not be, an "investment company," a company controlled by an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended.

(dd) Illegal or Unauthorized Payments; Political Contributions Neither the Company or any of its Subsidiaries nor, to the best of the Company's knowledge (after reasonable inquiry of its officers and directors), any of the officers, directors, employees, agents or other representatives of the Company or any of its Subsidiaries or any other business entity or enterprise with which the Company or any Subsidiary is or has been affiliated or associated, has, directly or indirectly, made or authorized any payment, contribution or gift of money, property, or services, whether or not in contravention of applicable law, (a) as a kickback or bribe to any Person or (b) to any political organization, or the holder of or any aspirant to any elective or appointive public office except for personal political contributions not involving the direct or indirect use of funds of the Company or any of its Subsidiaries.

(ee) Transfer Taxes. As of each Closing, all stock transfer or other taxes (other than income or similar taxes) which are required to be paid in connection with the sale and transfer of the Shares to be sold to the Investor hereunder will be, or will have been, fully paid or provided for by the Company, and all laws imposing such taxes will be or will have been complied with.

(ff) Books and Records. To the Company's knowledge, the books of account, ledgers, order books, records and documents of the Company and its Subsidiaries accurately and completely reflect all information relating to the respective businesses of the Company and its Subsidiaries, the nature, acquisition, maintenance, location and collection of each of their respective assets, and the nature of all transactions giving rise to material obligations or accounts receivable of the Company or its Subsidiaries, as the case may be, except where the failure to so reflect such information would not have a Material Adverse Effect. To the Company's knowledge, the minute books of the Company and its Subsidiaries contain accurate records of all meetings and accurately reflect all other actions taken by the stockholders, boards of directors and all committees of the boards of directors, and other governing Persons of the Company and its Subsidiaries, respectively.

(gg) Money Laundering. The Company and its Subsidiaries are in compliance with, and have not previously violated, the USA PATRIOT ACT of 2001 (the "PATRIOT Act ") and all other applicable U.S. and non-U.S. anti-money laundering laws and regulations, including, but not limited to, the laws, regulations and Executive Orders and sanctions programs administered by the U.S. Office of Foreign Assets Control ("OFAC"), including, but not limited, to (i) Executive Order 13224 of September 23, 2001 entitled, "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism" (66 Fed. Reg. 49079 (2001)); and (ii) any regulations contained in 31 CFR, Subtitle B, Chapter V (collectively, the "Anti-Money Laundering/OFAC Laws").

(hh) U.S. Real Property Holding Corporation. The Company is not, has never been, and so long as any Shares remain outstanding, shall not become, 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 the Investor's request.

(ii) Bank Holding Company Act. Neither the Company nor any of its Subsidiaries 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 of its Subsidiaries or 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 (25%) 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 Subsidiaries or 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.

(jj) Shell Company Status. The Company is not currently, and has never been, an issuer identified in Rule 144(i)(1) under the Securities Act.

(kk) No Disqualification Events. With respect to Shares to be offered and sold hereunder in reliance on Rule 506 under the 1933 Act ("Regulation D Securities"), none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the 1933 Act) connected with the Company in any capacity at the time of sale (each, an "Issuer Covered Person" and, together, "Issuer Covered Persons") is subject to any Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Investor a copy of any disclosures provided thereunder.

(ll) Other Covered Persons. The Company is not aware of any Person (other than any Issuer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of the Investor in connection with the sale of any Regulation D Securities.

(mm) Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 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 Common Stock under the Exchange Act, nor has the Company received any notification that the SEC is contemplating terminating such registration. The Company has not, in the twelve (12) months preceding the Execution Date, received notice from the Principal Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Principal Market. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements.

(nn) No Market Manipulation. Neither the Company, nor any Subsidiary has, and to its knowledge no Person acting on either of their 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 Put Shares, (ii) sold, bid for, purchased, or, paid any compensation for soliciting purchases of, any of the Put Shares, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company.

(oo) Convertible Debt. All Indebtedness of the Company outstanding as of the Execution Date that is convertible pursuant to its terms into equity, whether at fixed or variable prices and regardless of any conditions precedent or other conditions to such conversion, is set forth on Schedule 3(oo) (the "Notes"), including all amounts payable under such indebtedness (which for the avoidance of confusion, shall include both the principal due under any such indebtedness and any interest due and payable as of the Execution Date). The Company does not have any arrangements or contractual obligations to issue any debt securities or otherwise as of the Execution Date other than as set forth on Schedule 3(oo).

(pp) Disclosure. The Company understands and confirms that the Investor will rely on the foregoing representations in effecting transactions in securities of the Company. No statement made by the Company in this Agreement, any other Transaction Document or the Exhibits and Schedules attached hereto or in any certificate or schedule furnished or to be furnished by or on behalf of the Company to the Investors or any of their representatives in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading. The due diligence materials previously provided by or on behalf of the Company to the Investor (the "Due Diligence Materials"), have been prepared in a good faith effort by the Company to describe the Company's present and proposed products, and projected growth and the Company and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading, except that with respect to assumptions, projections and expressions of opinion or predictions contained in the Due Diligence Materials, the Company represents only that such assumptions, projections, expressions of opinion and predictions were made in good faith and that the Company believes there is a reasonable basis therefor. The Due Diligence Materials contain all material agreements of the Company and its Subsidiaries and no material agreements of the Company or its Subsidiaries exist other than those provided in the Due Diligence Materials. The Company acknowledges and agrees that the Investor has not participated in the preparation of, or has any responsibility for, the content of any Due Diligence Materials. The Investor acknowledges that: (i) any matter disclosed to it on any disclosure schedule hereunder that may also be delivered under another disclosure schedule hereunder shall also be deemed to be disclosed to it on such other disclosure schedule and (ii) any matter disclosed in an SEC Filing shall be deemed to be disclosed on an applicable disclosure schedule.

(qq) Absence of Schedules. In the event that the Company does not deliver any disclosure schedule contemplated by this Agreement, the Company hereby acknowledges and agrees that (i) to the extent the Company has (x) previously delivered to the Investor such disclosure schedule, the information therein has not changed as of such date, and (y) not previously delivered to the Investor such disclosure schedule, each such undelivered disclosure schedule shall be deemed to read as follows: "Nothing to Disclose", and (ii) the Investor has not otherwise waived delivery of such disclosure schedule.

4. **COVENANTS.**

(a) Issuance of Commitment Shares. On the Execution Date, the Company shall cause the Transfer Agent to issue to issue the Execution Commitment Shares directly to the Investor as restricted book entry shares. On the Initial Effectiveness Commitment Share Date and the Subsequent Effeciveness Commitment Share Date, the Company shall cause the Transfer Agent to issue to issue the Initial Effectiveness Commitment Shares and the Subsequent Effectiveness Commitment Shares, respectively, directly to the Investor. In connection with any Put, the Company shall cause the Transfer Agent to issue the Pro-Rata Commitment Shares (as applicable in accordance with Section 1(f)(iv)).

(b) Filing of Registration Statement. No later than twenty-one (21) days following the filing of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2019, the Company shall file the Registration Statement in accordance with the terms of the Registration Rights Agreement.

(c) Use of Proceeds. Until such time as the Company has paid all principal and interest due under the Notes issued by the Company prior to the Execution Date and set forth on Schedule 3(oo), the Company shall, within ten (10) Trading days of each Closing, make payments not less than 50% of the proceeds from the sale of the Put Shares in each Put in satisfaction of principal and interest due on the Notes set forth on Schedule 3(oo) (each, a "Debt Payment"). Other than the foregoing, the Company shall use the proceeds of the sale of the Put shares as set forth in the Registration Statement.

(d) Reporting Status. During the Commitment Period and until such time as the Investor has resold all Shares issued hereunder (the 'Reporting Period"), the Company shall timely file all reports required to be filed with the SEC pursuant to the 1934 Act, and the Company shall not terminate its status as an issuer required to file reports under the 1934 Act even if the 1934 Act or the rules and regulations thereunder would no longer require or otherwise permit such termination.

(e) Purchase Records. The Company shall maintain records showing the amount Aggregate Put Amount remaining at any given time and the date, Purchase Price and Put Shares for each Put, contained in the applicable Put Notice.

(f) Listing. During the Reporting Period, the Company shall maintain the listing or quotation of the Common Stock on the Principal Market, and neither the Company nor any of its Subsidiaries shall take any action which would be reasonably expected to result in the delisting or suspension of the Common Stock on the Principal Market. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 4(f).

(g) Fees. Within 7 (seven) days of the Effective Date, the Company shall reimburse the Investor or its designee(s) for all costs and expenses incurred in connection with the transactions contemplated by the Transaction Documents (including all legal fees and disbursements in connection therewith, documentation and implementation of the transactions contemplated by the Transaction Documents and due diligence in connection therewith). Notwithstanding the foregoing, in no event will the costs and expenses of the Investor reimbursed by the Company pursuant to this Section 4(g) exceed Twenty-Five Thousand Dollars ($25,000) without the prior approval of the Company. The Company shall be responsible for the payment of any placement agent's fees, financial advisory fees, or broker's commissions relating to or arising out of the transactions contemplated hereby. The Company shall pay, and hold the Investor harmless against, any liability, loss or expense (including, without limitation, reasonable attorney's fees and out-of-pocket expenses) arising in connection with any claim relating to any such payment. Except as otherwise set forth in the Transaction Documents, each party to this Agreement shall bear its own expenses in connection with the transactions contemplated thereby.

(h) Blue Sky. The Company shall take all such action, if any, as is reasonably necessary in order to obtain an exemption for or to register or qualify (i) the issuance of the Commitment Shares and the sale of the Put Shares to the Investor under this Agreement and (ii) any subsequent resale of all Commitment Shares and all Put Shares by the Investor, in each case, under applicable securities or "Blue Sky" laws of the states of the United States in such states as is reasonably requested by the Investor from time to time, and shall provide evidence of any such action so taken to the Investor.

(i) Disclosure of Transactions and Other Material Information. On or before 9:30 a.m., New York time, on the second (2nd) Trading Day after the Execution Date, the Company shall file a Current Report on Form 8-K describing all the material terms of the transactions contemplated by the Transaction Documents in the form required by the 1934 Act and attaching all the material Transaction Documents (including, without limitation, this Agreement and the Registration Rights Agreement (together, the "8-K Filing")). From and after the filing of the 8-K Filing, the Company shall have disclosed all material, non-public information (if any) provided to the Investor by the Company or any of its Subsidiaries or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents.

(j) Variable Securities. For thirty-six (36) months following the Effective Date, (or thirty-six (36) months following the Execution Date if the Effective Date does not occur), the Company shall be prohibited from effecting or entering into an agreement to effect any issuance by the Company or any of its subsidiaries of Common Stock or any securities of the Company or its Subsidiaries that is a Variable Rate Issuance without the prior written consent of the Investor. The Investor shall be entitled to obtain injunctive relief against the Company to preclude any such issuance in violation of this Section 4(j), which remedy shall be in addition to any right to collect damages.

(k) Integration. In any case subject to the terms of the Registration Rights Agreement, from and after the Execution Date, neither the Company, nor or any of its Subsidiaries or affiliates will, and the Company shall use its reasonable best efforts to ensure that no Person acting on their behalf will, directly or indirectly, make any offers or sales of any security or solicit any offers to buy any security, under circumstances that would require registration of the offer and sale of any of the Put Shares under the 1933 Act.

(l) Conduct of Business. The business of the Company and its Subsidiaries shall not be conducted in violation of any law, ordinance or regulation of any governmental entity, except where such violations would not result, either individually or in the aggregate, in a Material Adverse Effect. The Company and its Subsidiaries shall at all times be in compliance with the Foreign Corrupt Practices Act; the PATRIOT Act, and all other applicable U.S. and non-U.S. anti-money laundering laws and regulations; and the laws, regulations and Executive Orders and sanctions programs administered by the OFAC, including, without limitation, the "Anti-Money Laundering/OFAC Laws".

(m) Due Diligence; Non-Public Information. The Investor shall have the right, from time to time as the Investor may reasonably deem appropriate, to perform reasonable due diligence on the Company during normal business hours. The Company and its officers and employees shall provide information and reasonably cooperate with the Investor in connection with any reasonable request by the Investor related to the Investor's due diligence of the Company. Each party hereto agrees not to disclose any Confidential Information of the other party to any third party and shall not use the Confidential Information for any purpose other than in connection with, or in furtherance of, the transactions contemplated hereby. Each party hereto acknowledges that the Confidential Information shall remain the property of the disclosing party and agrees that it shall take all reasonable measures to protect the secrecy of any Confidential Information disclosed by the other party. The Company confirms that neither it nor any other Person acting on its behalf shall provide the Investor or its agents or counsel with any information that constitutes or might constitute material, non-public information, unless a simultaneous public announcement thereof is made by the Company in the manner contemplated by Regulation FD. In the event of a breach of the foregoing covenant by the Company or any Person acting on its behalf (as determined in the reasonable good faith judgment of the Investor), in addition to any other remedy provided herein or in the other Transaction Documents, the Investor shall have the right to make a public disclosure, in the form of a press release, public advertisement or otherwise, of such material, non-public information without the prior approval by the Company; provided the Investor shall have first provided notice to the Company that it believes it has received information that constitutes material, non-public information, the Company shall have at least 24 hours to publicly disclose such material, non-public information prior to any such disclosure by the Investor, and the Company shall have failed to publicly disclose such material, non-public information within such time period. The Investor shall not have any liability to the Company, any of its Subsidiaries, or any of their respective directors, officers, employees, stockholders or agents, for any such disclosure. The Company understands and confirms that the Investor shall be relying on the foregoing covenants in effecting transactions in securities of the Company.

(n) Taxes. The Company will pay, and save and hold the Investor harmless from any and all liabilities (including interest and penalties) with respect to, or resulting from any delay or failure in paying, stamp and other taxes (other than income taxes), if any, which may be payable or determined to be payable on the execution and delivery or acquisition of the Shares.

(o) Books and Records. The Company will keep proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of the Company and its Subsidiaries in accordance with GAAP.

(p) Notice of Disqualification Events. The Company will notify the Investor in writing, prior to the Effective Date of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person.

(q) New Debt. For a period of one year from the Execution Date, neither the Company nor any Subsidiary shall enter into any agreement creating indebtedness for the Company or any Subsidiary, including but not limited to entering into (i) any mortgage, credit agreement or other facility, indenture agreement, factoring agreement or other instrument, under which there may be issued, or by which there may be secured or evidenced, any indebtedness for borrowed money or money due that involves,individually obligations greater than $250,000, or in aggregate with such other agreements obligations greater than $500,000 and (ii) any equipment lease, agreement evidencing purchase money security interests, or other similar transaction in the ordinary course of business that involves, either individually obligations greater than $250,000.00 or in aggregate with other such agreements, obligations greater than $500,000, in either case without the prior written consent of the Investor.

(r) DTC Eligibility. During the Reporting Period, the Company will employ as the Transfer Agent for the Common Stock a participant in the DTC Automated Securities Transfer Program and cause the Common Stock to be transferable pursuant to such program.

(s) Taxes. The Company shall pay any and all transfer, stamp or similar taxes that may be payable with respect to the issuance and delivery of any shares of Common Stock to the Investor made under this Agreement.

5. **COVENANTS OF THE INVESTOR.**

(a) Prohibition of Short Sales and Hedging Transactions. During the Reporting Period, the Investor and its agents, representatives and affiliates shall not in any manner whatsoever enter into or effect, directly or indirectly, any "short sale" (as defined in Rule 200 of Regulation SHO promulgated under the 1944 Act) with respect to the Common Stock; provided that the sale after delivery of a Put Notice of such number of shares of Common Stock reasonably expected to be purchased under a Put Notice shall not be prohibited by this Section 5(a).

(b) Compliance with Law. During the Reporting Period, the Investor shall comply with all applicable state and federal securities laws and regulations and the rules and regulations of FINRA and the Principal Market in connection with the resale of the Shares issued pursuant to the Transaction Documents.

6. **CONDITIONS TO THE COMPANY'S RIGHT TO DELIVER PUT NOTICES.**

The right of the Company hereunder to issue and sell the Put Shares to the Investor is subject to the satisfaction, at or before the Effective Date, of each of the following conditions:

(a) Delivery of Transaction Documents. The Investor shall have executed each of the Transaction Documents and delivered the same to the Company.

(b) Notice of Effectiveness. The Registration Statement shall have been filed in compliance with the Registration Rights Agreement and shall have been declared effective under the 1933 Act by the SEC, and no stop order with respect to the Registration Statement shall be pending or threatened by the SEC. The Company shall have delivered a "Notice of Effectiveness" in a form acceptable to the Investor and the Transfer Agent.

(c) Transfer Agent Instruction Letter. The Company shall have executed and delivered to the Transfer Agent an instruction letter in substantially the form attached hereto as Exhibit B (the "Transfer Agent Instruction Letter"), and acknowledged and the Investor and the Transfer Agent shall have countersigned the Transfer Agent Instruction Letter. The Company shall have provided evidence sufficient to the Investor that it has reserved 81,052,290 shares of Common Stock for issuance as Shares pursuant to this Agreement (the "Reserve"). The Company shall have no knowledge of any fact or circumstance that would prevent the Transfer Agent from complying with the terms of the Transfer Agent Instruction Letter.

(d) DWAC Shares. The Company shall have issued the Execution Commitment Shares to the Investor as DWAC Shares, or shall have caused the restrictive legend to have been removed from the certificate representing the Execution Commitment Shares, such that the Execution Commitment Shares are DWAC Eligible.

(e) Good Standing. The Company shall have delivered to the Investor a certificate evidencing the formation and good standing of the Company and each of its Subsidiaries in each such entity's jurisdiction of formation issued by the Secretary of State (or equivalent) of such jurisdiction of formation as of a date within ten (10) days of the Effective Date.

(f) Secretary's Certificate. The Company shall have delivered to the Investor a certificate, executed by the Secretary of the Company and dated as of the Closing, as to (i) the resolutions adopted by the Company's board of directors in a form reasonably acceptable to the Investor, (ii) the Certificate of Incorporation and (iii) the Bylaws, each as in effect at the Effective Date, in the form attached hereto as Exhibit C.

(g) Regulatory Approvals. The Company shall have obtained all governmental, regulatory or third party consents and approvals, if any, necessary for the issuance and sale of the Shares.

(h) Representations and Warranties at Effective Date. The representations and warranties of the Investor shall be true and correct as of the date when made and as of the Effective Date, as though made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specified date), and the Investor shall have performed, satisfied and complied with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Investor at or prior to the Effective Date, and the Company shall have provided to the Investor a certificate, executed by the CEO, President or CFO of the Company, dated as of the Effective Date, to the foregoing effect in the form attached hereto as Exhibit D.

7. **CONDITIONS TO THE INVESTOR'S OBLIGATION TO PURCHASE PUT SHARES.**

The obligation of the Investor hereunder to purchase the Put Shares and is subject to the satisfaction, at or before the Effective Date and each Put Date, of each of the following conditions:

(a) No Judgments. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or adopted by any court or governmental authority of competent jurisdiction that prohibits or directly and materially adversely affects any of the transactions contemplated by the Transaction Documents, and no proceeding shall have been commenced that may have the effect of prohibiting or materially adversely affecting any of the transactions contemplated by the Transaction Documents.

(b) Representations and Warranties at Each Put Date. The representations and warranties of the Company shall be true and correct as of each Put Date (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specified date) and the Company shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by the Company at or prior to each Put Date. The Investor shall have received a certificate to the foregoing effect with each Put Notice.

(c) Registration Statement. The Registration Statement, and any amendment or supplement thereto, shall be and remain effective for the resale by the Investor of the Shares in the manner required by the Registration Rights Agreement and (i) neither the Company nor the Investor shall have received notice that the SEC has issued or intends to issue a stop order with respect to such Registration Statement or that the SEC otherwise has suspended or withdrawn the effectiveness of such Registration Statement, either temporarily or permanently, or intends or has threatened to do so and (ii) no other suspension of the use of, or withdrawal of the effectiveness of, such Registration Statement or related prospectus shall exist. The Company shall have prepared and filed with the SEC a final and complete prospectus (the preliminary form of which shall be included in the Registration Statement) and shall have electronically delivered to the Investor a true and complete copy thereof. Such final prospectus shall be current and available for the resale by the Investor of all of the Shares covered thereby. The Company shall have no knowledge of any untrue statement (or alleged untrue statement) of a material fact or omission (or alleged omission) of a 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, in the Registration Statement, any effective registration statement filed pursuant to the Registration Rights Agreement or any post-effective amendment or prospectus which is a part of the foregoing, unless the Company has filed an amendment with the SEC.

(d) DWAC Eligible. The Common Stock must be DWAC Eligible, and the Company must be able to deliver any Shares associated with a Put Notice as DWAC Shares.

(e) SEC Documents. The SEC Documents and other documents required to have been filed by the Company with the SEC pursuant to the reporting requirements of the 1934 Act shall have been filed with the SEC within the applicable time periods prescribed for such filings under the 1934 Act.

(f) Reserve. The Company shall have caused the Transfer Agent to maintain the Reserve and have added any additional sufficient shares to the Reserve as reasonably requested by the Investor in the event that the Reserve does not contain sufficient shares for the Company to make Puts pursuant to this Agreement.

(g) Adverse Changes. Since the date of filing of the Company's most recent SEC Document, no event that had or is reasonably likely to have a Material Adverse Effect has occurred.

(h) No Events of Default. No Event of Default (as defined below) has occurred, or any event which, after notice and/or lapse of time, would become an Event of Default has occurred.

(i) Other Documents. The Company shall have delivered to the Investor such other documents relating to the transactions contemplated by this Agreement as the Investor or its counsel may reasonably request.

8. **TERMINATION.** The Company may terminate this Agreement at any time by (20) days written notice to the Investor; provided that the provisions ofSections 4, 5, and 9 shall survive the termination of this Agreement for the period of time specified therein or otherwise for maximum length of time allowed under applicable law. In addition, this Agreement shall automatically terminate on the earlier of (i) the end of the Commitment Period; (ii) the date that the Company sells and the Investor purchases the Aggregate Put Amount; (iii) the date of any of the occurrence of any the Events of Default realated to Bankruptcy law specified in Subsections 10(l)(vi)-10(l)(viii).

9. **MISCELLANEOUS.**

(a) Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State 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 brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. 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 to such party at the address for such notices to it under this Agreement 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 manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(b) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that an e-mail signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not an e-mail signature.

(c) Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

(d) Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(e) Entire Agreement; Amendments. This Agreement and the other Transaction Document supersede all other prior oral or written agreements between the Investor, the Company, their affiliates and Persons acting on their behalf with respect to the matters discussed herein, and this Agreement, the other Transaction Document and the instruments referenced herein and therein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Investor makes any representation, warranty, covenant or undertaking with respect to such matters. Provisions of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Investor. The Company has not, directly or indirectly, made any agreements with the Investor relating to the terms or conditions of the transactions contemplated by the Transaction Documents except as set forth in the Transaction Documents. Without limiting the foregoing, the Company confirms that, except as set forth in this Agreement, the Investor has not made any commitment or promise or has any other obligation to provide any financing to the Company or otherwise.

(f) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by e-mail (provided confirmation of transmission is electronically generated and kept on file by the sending party); or (iii) one (1) Trading Day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and email addresses for such communications shall be:

If to the Company:

Endonovo Therapeutics, Inc.
6320 Canoga Avenue, 15th Floor
Woodland Hills, CA 91367
Telephone: 800.701.1223
Email: acollier@endonovo.com
Attention: Alan Collier

With a copy (for informational purposes only) to:

1065 Dobbs Ferry Road
White Plains, NY 10607Telephone: (914) 674-4373
Email: hariton@sprynet.com
Attention: Frank J. Hariton, Esq.

If to the Investor:

Cavalry Fund I LP
61 Kinderkamack Rd.
Woodcliff Lake, NJ 07677
Telephone: 201.391.1839
Email: thomas@cavalryfund.com
Attention: Thomas Walsh

With a copy (for informational purposes only) to:

K&L Gates LLP
200 S. Biscayne Boulevard, Suite 3900
Miami, FL 33131
Telephone: 305.539.3300
E-mail: clayton.parker@klgates.com
Attention: Clayton E. Parker, Esq.

or to such other address and/or email address and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's email containing the time, date, recipient e-mail and an image of the first page of such transmission or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by e-mail or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Investor, except by operation of law.

(h) No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except that each Indemnitee shall have the right to enforce the obligations of the Company with respect to Section 9(j).

(i) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(j) Indemnification.

(i) In consideration of the Investor's execution and delivery of this Agreement and in addition to all of the Company's other obligations under the Transaction Documents, the Company shall defend, protect, indemnify and hold harmless the Investor and all of its stockholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing Persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "Indemnitees") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "Indemnified Liabilities"), incurred by any Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by the Company in the Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby, (b) any breach of any covenant, agreement or obligation of the Company contained in the Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby or (c) any cause of action, suit or claim brought or made against such Indemnitee by a third party (including for these purposes a derivative action brought on behalf of the Company) and arising out of or resulting from (i) the execution, delivery, performance or enforcement of the Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby, (ii) any transaction financed or to be financed in whole or in part, directly or indirectly, with the proceeds of the issuance of the Shares, (iii) any disclosure made by the Investor pursuant to Section 4(m), or (iv) the status of the Investor or holder of the Shares as an investor in the Company pursuant to the transactions contemplated by the Transaction Documents. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities that is permissible under applicable law.

(ii) Promptly after receipt by an Indemnitee under thisSection 9(j) of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving an Indemnified Liability, such Indemnitee shall, if a claim for indemnification in respect thereof is to be made against any indemnifying party under this Section 9(j), deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnitee; provided, however, that an Indemnitee shall have the right to retain its own counsel with the fees and expenses of not more than one counsel for such Indemnitee to be paid by the indemnifying party, if, in the reasonable opinion of counsel selected to defend the Indemnitee, the representation by such counsel of the Indemnitee and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnitee and any other party represented by such counsel in such proceeding. Legal counsel referred to in the immediately preceding sentence shall be selected by the Investor. The Indemnitee shall cooperate fully with the indemnifying party in connection with any negotiation or defense of any such action or Indemnified Liabilities by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnitee that relates to such action or Indemnified Liabilities. The indemnifying party shall keep the Indemnitee fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld conditioned or delayed, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnitee of a release from all liability in respect to such Indemnified Liabilities or litigation. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnitee with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. No Indemnitee shall enter into any settlement of any action or proceeding subject to this Section 9(j) without the prior written consent of the indemnifying party. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnitee under this Section 9(j), except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

(iii) The indemnification required by this Section 9(j) shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Liabilities are incurred.

(iv) The indemnity agreements contained herein shall be in addition to (x) any cause of action or similar right of the Indemnitee against the indemnifying party or others, and (y) any liabilities the indemnifying party may be subject to pursuant to the law.

(k) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

(l) Remedies. The Investor shall have all rights and remedies set forth in the Transaction Documents and all rights and remedies which such holders have been granted at any time under any other agreement or contract and all of the rights which such holders have under any law. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. Furthermore, the Company recognizes that in the event that it fails to perform, observe, or discharge any or all of its obligations under the Transaction Documents, any remedy at law may prove to be inadequate relief to the Investor. The Company therefore agrees that the Investor shall be entitled to seek temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

10. **CERTAIN DEFINITIONS**

(a) "1933 Act" means the Securities Act of 1933, as amended.

(b) "1934 Act"the Securities Exchange Act of 1934, as amended.

(c) "Accelerated Purchase Price" means, with respect to any Accelerated Put made pursuant to Subsection 1(c), 75% of the VWAP of the Common Stock on the applicable Accelerated Put Date.

(d) "Accelerated Put Date" means, with respect to any Accelerated Put made pursuant to Subsection 1(c), the Trading Day following the applicable Put Date on which the Company properly delivers a Put Notice for such Accelerated Put.

(e) "Bankruptcy Law" means Title 11, U.S. Code, or any similar federal or state law for the relief of debtors.

(f) "Clearing Costs" shall mean all of the Investor's broker and Transfer Agent fees with respect to a Put.

(g) "Closing Price" means, for the Common Stock as of any Put Date, the last closing Sale Price the Common Stock on the Principal Market as reported by the Principal Market.

(h) "Confidential Information" means any information disclosed by either party to this Agreement, or their affiliates, agents or representatives, to the other party to this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, formulae, business information, trade secrets, technology, strategies. prototypes, samples, plant and equipment), which may or may not be designated as "Confidential," "Proprietary" or some similar designation. Confidential Information may also include information disclosed by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no fault, action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

(i) "Contingent Obligation" means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto.

(j) "DWAC Eligible" shall mean that (a) the Common Stock is eligible at DTC for full services pursuant to DTC's operational arrangements, including, without limitation, transfer through DTC's DWAC system, (b) the Company has been approved (without revocation) by the DTC's underwriting department, (c) the Transfer Agent is approved as an agent in the DTC/FAST Program, (d) the Put Shares, as applicable, are otherwise eligible for delivery via DWAC, (e) the Transfer Agent does not have a policy prohibiting or limiting delivery of the Put Shares, as applicable, via DWAC and (f) the Common Stock is not subject to a "DTC chill.".

(k) "DWAC Shares" means shares of Common Stock that are (i) issued in electronic form, (ii) freely tradable and transferable and without restriction on resale and (iii) timely credited by the Company to the Investor's or its designee's specified DWAC account with DTC under the DTC/FAST Program, or any similar program hereafter adopted by DTC performing substantially the same function.

(l) "Environmental Laws" means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, 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.

(m) An "Event of Default" means any of the following events:

(i) the effectiveness of the Registration Statement registering the resale of the Shares pursuant to the Registration Rights Agreement lapses for any reason or such Registration Statement is unavailable to the Investor for resale of all of the Commitment Shares or any of the Put Shares to be issued to the Investor under the Transaction Documents, and such lapse or unavailability continues for a period of ten (10) consecutive Trading Days or for more than an aggregate of thirty (30) Trading Days in any 365-day period;

(ii) the suspension of the Common Stock from trading on the Principal Market for a period of one Trading Day, provided that the Company may not direct the Investor to purchase any shares of Common Stock during any such suspension;

(iii) the delisting of the Common Stock from the Principal Market unless the Common Stock is not immediately thereafter trading on the New York Stock Exchange, The NASDAQ Capital Market, The NASDAQ Global Market, The NASDAQ Global Select Market, the NYSE American, the NYSE Arca, the OTC Pink or the OTCQX operated by the OTC Markets Group, Inc. (or nationally recognized successor to any of the foregoing);

(iv) the failure for any reason to issue the Effectiveness Commitment Shares on each Effectiveness Commitment Share Date.

(v) the failure for any reason by the Transfer Agent to issue (A) the Pro-Rata Commitment Shares to the Investor within three (3) Trading Days after the date on which the Investor is entitled ot receive such Pro-Rata Commitment Shares pursuant to Section 1(f)(iv) hereof and (B) Put Shares to the Investor within three (3) Trading Days after the applicable Put Date on which the Investor is entitled to receive such Put Shares;

(vi) the Failure of the Company to make any Debt Payment with respect to any Put within ten (10) Trading Days from the Closing for such Put;

(vii) the Company breaches any representation, warranty, covenant or other term or condition under any Agreement to which each of the Investor and the Company is a party if such breach could have a Material Adverse Effect and except, in the case of a breach of a covenant which is reasonably curable, only if such breach continues for a period of at least five (5) Trading Days;

(viii) if any Person commences a proceeding against the Company pursuant to or within the meaning of any Bankruptcy Law;

(ix) if the Company, pursuant to or within the meaning of any Bankruptcy Law, (A) commences a voluntary case, (B) consents to the entry of an order for relief against it in an involuntary case, (C) consents to the appointment of a custodian of it or for all or substantially all of its property, or (D) makes a general assignment for the benefit of its creditors or is generally unable to pay its debts as the same become due;

(x) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (A) is for relief against the Company in an involuntary case, (B) appoints a custodian of the Company or for all or substantially all of its property, or (C) orders the liquidation of the Company or any Subsidiary;

(xi) if at any time the Common Stock is no longer DWAC Eligible; or

(xii) if the Company fails to make such payments required by Section 4(g).

(n) "Indebtedness" of any Person means, without duplication (A) all indebtedness for borrowed money, (B) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (including, without limitation, "capital leases" in accordance with GAAP) (other than trade payables entered into in the ordinary course of business consistent with past practice), (C) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (D) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (E) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (F) all monetary obligations under any leasing or similar arrangement which, in GAAP, consistently applied for the periods covered thereby, is classified as a capital lease, (G) all indebtedness referred to in clauses (A) through (F) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) Lien owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness, and (H) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (A) through (G) above.

(o) "Lien" means any mortgage, deed of trust, lien, pledge, charge, security interest, easement, covenant, right of way, restriction, equity or encumbrance of any nature whatsoever in or upon any property or assets (including accounts and contract rights) with respect to any asset.

(p) "Material Adverse Effect" means any material adverse effect on the business, properties, assets, operations, results of operations, condition (financial or otherwise) or prospects of the Company and its Subsidiaries, individually or taken as a whole, or on the transactions contemplated hereby or in the other Transaction Documents or by the agreements and instruments to be entered into in connection herewith or therewith, or on the authority or ability of the Company to perform its obligations under the Transaction Documents.

(q) "Person" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

(r) "Principal Market" means any of the national exchanges (i.e. NYSE, NYSE AMEX, NASDAQ), or principal quotation systems (i.e. OTCQX, OTCQB, OTC Pink, the OTC Bulletin Board), or other principal exchange or recognized quotation system which is at the time the principal trading platform or market for the Common Stock.

(s) "Pro-Rata Put Amount" means the first Three Million Dollars ($3,000,000) of the Aggregate Put Amount paid as the Purchase Price by the Investor for Puts pursuant to Section 1.

(t) "Pro-Rata Commitment Share Amount" means 2,701,743 shares of Common Stock.

(u) "Pro-Rata Commitment Share Multiplier" means a fraction, the numerator of which is the aggregate Purchase Price paid by the Investor with respect to any Put and the denominator of which is the Pro-Rata Put Amount.

(v) "Purchase Price" means, with respect to a Standard Put, the Standard Purchase Price, and with respect to an Accelerated Put, the Accelerated Purchase Price.

(w) "Put" means any Standard Put or Accelerated Put under this Agreement.

(x) "Registration Statement" has the meaning set forth in the Registration Rights Agreement.

(y) "Rule 506(d) Related Party" means a person or entity that is a beneficial owner of the Investor's securities for purposes of Rule 506(d).

(z) "Sale Price" means any trade price for the shares of Common Stock on the Principal Market as reported by the Principal Market.

(aa) "SEC" means the United States Securities and Exchange Commission.

(bb) "Standard Purchase Price" means, with respect to any Standard Put made pursuant toSection 1(b), the lower of: (i) the lowest Sale Price on the applicable Put Date and (ii) 85% of the arithmetic average of the 3 lowest Closing Prices for the Common Stock during the 10 consecutive Trading Days ending on the Trading Day immediately preceding such Put Date (in each case, to be appropriately adjusted for any stock split, reverse stock split, reorganization, recapitalization, non-cash dividend, or other similar transaction that occurs on or after the date of this Agreement).

(cc) "Trading Day" means a calendar day on which the Principal Market shall be open for business.

(dd) "Transaction Documents" means this Agreement and the Registration Rights Agreement.

(ee) "Transfer Agent" means Equity Stock Transfer, L.P. or any successor transfer agent of the Company.

(ff) "Variable Rate Issuance" means a transaction in which the Company (i) issues or sells any debt or equity securities (including warrants) that are convertible into, exchangeable or exercisable for, or include the right to receive, additional shares of Common Stock either (A) at a conversion price, exercise price or exchange rate or other price that is based upon, and/or varies with, the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities, (B) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Common Stock or (C) with shares of Common Stock (or any other additional consideration) being issued to the holder of such debt or equity security after the initial issuance pursuant to the terms of such securities upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Common Stock or (ii) enters into, or effects a transaction under, any agreement, including, but not limited to, an equity line, whereby the Company may issue securities at a future determined price.

(gg) "VWAP" shall mean 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 national exchange as included in the term Principal Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on such national exchange on which the Common Stock is then listed or quoted for trading as reported by Bloomberg L.P. or Quotestream, a product of QuoteMedia, Inc. (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 the Common Stock is not then traded on a national exchange, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTCQX, OTCQB, OTC Pink or OTC Bulletin Board (as applicable); (c) if the Common Stock is not then quoted for trading on the OTCQX, OTCQB, OTC Pink or OTC Bulletin Board and if prices for the Common Stock are then reported in the OTC markets or a similar organization or agency, the most recent bid price per share of the Common Stock so reported that reflects the equivalent of a trading market for the Common Stock; 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 Investor and reasonably acceptable to the Company.

**** Signature Page Follows ****

IN WITNESS WHEREOF, the Investor and the Company have caused their respective signature page to this Equity Line Purchase Agreement to be duly executed as of the Execution Date.

COMPANY:

ENDONOVO THERAPEUTICS, INC.

By: */s/*
Name: Alan Collier
Title: Chief Executive Officer

INVESTOR:

CAVALRY FUND I LP

By: Cavalry Fund I Management LLC
Its: General Partner

By: */s/*
Name: Thomas P. Walsh
Title: Managing Partner

EXHIBITS

Exhibit A	Form of Put Notice
Exhibit B	Transfer Agent Instruction Letter
Exhibit C	Form of Secretary's Certificate
Exhibit D	Form of Officer's Certificate

EXHIBIT A

FORM OF PUT NOTICE

Endonovo Therapeutics, Inc. Put [date], Put #

To whom it may concern,

Below are instructions for a put to Cavalry Fund I LP. I confirm that all prior instructions for puts to Cavalry Fund I LP have been acknowledged by you. Cavalry Fund I LP is included on these instructions as a required notification of its obligations to purchase the shares of common stock as set forth below. Please reply to all parties on this email acknowledging receipt.

Put Type (Standard or Accelerated)**:**
Put Date:
Put Price per Share $:
(Check box for method used to calculate Put Price Per Share):
___*the lowest Sale Price on the Trading Day prior to the Put Date (Standard Put)*
___*85% of the arithmetic average of the 3 lowest Closing Prices for the Common Stock during the 10 consecutive Trading Days ending on the Trading Day immediately preceding the Put Date(Standard Put)*
___*75% of the VWAP on the Accelerated Put Date (Accelerated Put)*
Number of Put Shares to be Issued:
Purchase Amount $:
Pro-Rata Commitment Shares to be Issued:
([_____](Purchase Amount/$[_____]));*
Total Shares to be Issued to Investor:

After this purchase:
Aggregate Put Shares purchased to date:
Remaining Registered Put Shares:
Aggregate Pro-Rata Commitment Shares issued to date:
Remaining Registered Pro-Rata Commitment Shares:
Aggregate Purchase Amount $ for all purchases to date:
Remaining Available Amount $:

The above referenced shares **shall not bear any legend restricting transfer** and should be immediately sent to the Investor via DWAC:

Broker DTC Participant Code:
Investor's Account Number:

These put instructions are made in reference to those Irrevocable Transfer Agent the Equity Line Purchase Agreement (the "Purchase Agreement"), dated as of [_____], 2020 (the "Execution Date"), by and between Endonovo Therapeutics, Inc., a Delaware corporation (the "Company"), and Cavalry Fund I LP, a Delaware limited partnership (the "Investor"). In accordance with and pursuant to the Purchase Agreement, the Company hereby directs you to issue shares of common stock, $0.0001 par value per share, of the Company for the Purchase Amount indicated above as of the date specified above, this email serves as your authorization to issue the shares with no further action from the Company. **As mentioned above please reply to all parties on this email and acknowledge receipt.**

I hereby certify to Cavalry Fund I LP that the information on the Put Notice, dated of the Put Date first set forth above is true and correct in all respects, and the conditions of the Cavalry Fund I LP's obligation to purchase Put Shares set forth in Section 7 of the Purchase Agreement have been satisfied in all respects for which I have no knowledge that such condition has not been satisfied. I confirm that neither the Company, nor anyone acting on its behalf has provided Cavalry Fund I LP with any information that constitutes or could reasonably be expected to constitute material, nonpublic information.

Best,

[_____]

EXHIBIT B

IRREVOCABLE TRANSFER AGENT INSTRUCTIONS

[_____], 2020

[_____]
[_____]
[_____]
[_____]

Re: Endonovo Therapeutics, Inc.

Ladies and Gentlemen:

Reference is made to that certain Equity Line Purchase Agreement (the "**Purchase Agreement**"), dated as of May 18, 2020 (the "**Execution Date**"), by and between Endonovo Therapeutics, Inc., a Delaware corporation (the "**Company**"), and Cavalry Fund I LP, a Delaware limited partnership (the "**Investor**"), pursuant to which the Company may sell to the Investor up to Ten Million Dollars ($10,000,000) of the Company's common stock, $0.0001 par value (the "**Common Stock**"). Pursuant to the Purchase Agreement, the Company has also entered into a registration rights agreement, dated as of the Execution Date with the Investor (the "**Registration Rights Agreement**"), pursuant to which the Company agreed, among other things, to register an aggregate of [_____] shares of Common Stock, including (i) [_____] shares for purchase by the Investor ("**Put Shares**"), (ii) 349,296 "**Execution Commitment Shares**" which have been previously issued as of the Execution Date, (iii) 349,296 "**Effectiveness Commitment Shares**" which the Company shall issue pursuant to the Purchase Agreement and (iv) [_____] "**Pro-Rata Commitment Shares**" for issuance in connection with the purchase of Put Shares by the investor (together, the "**Shares**") under a registration statement on Form S-1 (File No. 333-[_____]) (the "**Registration Statement**").

We have delivered to you as **Exhibit A** hereto a true and correct copy of the consent of the Board of Directors authorizing the issuance of the Shares. No further consent or authorization is required by the Company, its Board of Directors or its shareholders in connection with the transactions contemplated by the Purchase Agreement.

Promptly after the SEC declares effective the Registration Statement, the Company's counsel shall deliver to you its opinion that the Registration Statement has been declared effective by the (the "**Notice of Effectiveness**"). Provided that the Company's counsel has delivered to you the Notice of Effectiveness, this letter shall serve as our irrevocable authorization and direction:

(1) Reserve [_____] Shares of Common Stock for issuance to the Investor pursuant to these irrevocable instructions (the "**Equity Line Reserve**").

(2) remove any restricted stock transfer legend on the Execution Commitment Shares and credit via the Depository Trust Company ("**DTC**") Fast Automated Securities Transfer Program, [_____] shares of Common Stock as Commitment Shares to the Buyer's balance account with DTC through its Deposit Withdrawal At Custodian ("**DWAC**")

The information that shall be used for the transfer of shares is as follows:

- Broker Name: [_____]
- Broker DTC Participant Code: [____]
- Account Number: [_____]
- Account Name: [_____]

(3) issue Put Shares and Pro-Rata Commitment Shares without any restricted stock transfer legend, to the Buyer from time to time upon surrender to you of a properly completed and duly executed Put Notice, in the form attached hereto as **Exhibit B**.

For the avoidance of confusion, the Effectiveness Commitment Shares shall be issued pursuant to separate instructions to be delivered by the Company and deducted from the Equity Line Reserve.

Specifically, upon of a Put Notice duly executed by the Company, which shall constitute an instruction to you to process such Put Notice in accordance with the terms of these instructions and the Put Notice, you shall as soon as practicable, but in no event later than one (1) Business Day (as defined below) after receipt of such Put Notice, send, via e-mail, an copy of the Purchase Confirmation acknowledged by you to the Company and the Investor. Upon your receipt of a copy of the executed Purchase Confirmation, you shall use your best efforts to, within one (1) Business Day following the date of your receipt of the Purchase Confirmation issue Put shares and Pro-Rata Commitment Shares from the Equity Line Reserve, and credit via The DTC Fast Automated Securities Transfer Program, upon the request of the Investor, such aggregate number of shares of Common Stock to which the Investor shall be entitled to the Investor's balance account with DTC through its DWAC system for the number of shares of Common Stock to which the Investor shall be entitled as set forth in the Put Notice, provided the Investor causes its broker to initiate the DWAC transaction. (**"Business Day"** shall mean any day on which the Company's principle trading market is open for customary trading).

Provided that the Company has delivered to you the Notice of Effectiveness, the Company hereby confirms to you and the Investor that certificates representing the Shares **shall not bear any legend restricting transfer** of the Shares thereby and should not be subject to any stop-transfer restrictions and shall otherwise be freely transferable on the books and records of the Company; **provided however**, that if for any reason the Company is required to issue Shares which have not been registered under the Securities Act of 1933, as amended, then the certificates for such Purchase Shares shall bear the following legend and no other legend whatsoever:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, UNLESS SOLD PURSUANT TO: (1) RULE 144 UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (2) AN OPINION OF HOLDER'S COUNSEL, IN A CUSTOMARY FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR APPLICABLE STATE SECURITIES LAWS.

Notwithstanding anything to the contrary in these instructions, the Investor agrees that, if the Company gives the Investor notice (or the Investor otherwise becomes aware) that the Registration Statement, is not current and/or the prospectus does not meet the requirements of Section 5(b) of the Securities Act of 1933 or has been withdrawn, that it will return any unsold Shares to the Transfer Agent in order to permit a restrictive legend to be placed on such Shares.

The Company hereby confirms to you and the Investor that no instructions other than as contemplated herein will be given to you by the Company with respect to the Purchase Shares.

Please be advised that the Investor is relying upon this letter as an inducement to purchase shares of Common Stock under the Purchase Agreement and, accordingly, the Investor is a party to the agreements set forth in this letter.

Signature Page Follows

Very truly yours,

ENDONOVO THERAPEUTICS, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

[_____]

By: _____
Name: _____
Title: _____

CAVALRY FUND I LP

By: _____
Name: _____
Title: _____

Signature Page to the Transfer Agent Instructions

EXHIBIT A

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF ENDONOVO THERAPEUTICS, INC.

EXHIBIT B

FORM OF PUT NOTICE

EXHIBIT C

FORM OF SECRETARY'S CERTIFICATE

This Secretary's Certificate ("Certificate") is being delivered pursuant to Section 6(f) of that certain Equity Line Purchase Agreement dated as of May 18, 2020, ("Purchase Agreement"), by and between Endonovo Therapeutics, Inc., a Delaware corporation (the "Company"), and Cavalry Fund I LP, a Delaware limited partnership (the "Investor"). Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

The undersigned, _____, Secretary of the Company, hereby certifies as follows:

1. I am the Secretary of the Company and make the statements contained in this Secretary's Certificate.

2. Attached hereto as Exhibit A are true, correct and complete copies of the Company's Certificate of Incorporation and Bylaws, as amended through the date hereof, and no action has been taken by the Company, its directors, officers or stockholders, in contemplation of the filing of any further amendment relating to or affecting such documents.

3. Attached hereto as Exhibit B are true, correct and complete copies of the resolutions either duly adopted by the Board of Directors on _____, at which a quorum was present and acting throughout, or executed by all directors in accordance with the Nevada Revised Statutes. Such resolutions have not been amended, modified or rescinded and remain in full force and effect and such resolutions are the only resolutions adopted by the Board of Directors or the stockholders of the Company relating to or affecting (i) the entering into and performance of the Purchase Agreement, or the issuance, offering and sale of the Purchase Shares and the Commitment Shares and (ii) and the performance of the Company of its obligation under the Transaction Documents as contemplated therein.

IN WITNESS WHEREOF, I have hereunder signed my name on this ___ day of _____ 2020.

Secretary

EXHIBIT D

FORM OF OFFICER'S CERTIFICATE

This Officer's Certificate ("Certificate") is being delivered pursuant to Section 6(h) of that certain Equity Line Purchase Agreement dated as of May 18, 2020, ("Purchase Agreement"), by and between Endonovo Therapeutics, Inc., a Delaware corporation (the "Company"), and Cavalry Fund I LP, a Delaware limited partnership (the "Investor"). Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

The undersigned, _____, _____ of the Company, hereby certifies as follows:

1. I am the _____ of the Company and make the statements contained in this Certificate;

2. The representations and warranties of the Company contained in the Purchase Agreement are true and correct true and correct as of the date when made and as of the Effective Date, as though made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specified date);

3. The Company has performed, satisfied and complied with the covenants, agreements and conditions required by the Purchase Agreement to be performed, satisfied or complied with by the Company at or prior to the Effective Date.

4. The Company has not taken any steps, and does not currently expect to take any steps, to seek protection pursuant to any Bankruptcy Law nor does the Company or any of its Subsidiaries have any knowledge or reason to believe that its creditors intend to initiate involuntary bankruptcy or insolvency proceedings. The Company is financially solvent and is generally able to pay its debts as they become due.

IN WITNESS WHEREOF, I have hereunder signed my name on this ___ day of _____ 2020.

Name:
Title:

EXHIBIT 10.2

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of May 18, 2020 (the "Execution Date"), is entered into by and between Endonovo Therapeutics, Inc., a Delaware corporation (the "Company") and Cavalry Fund I LP, a Delaware limited partnership (the "Investor"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in that certain Equity Line Purchase Agreement by and between the parties hereto, dated as of the Execution Date (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement").

RECITALS

WHEREAS, the Company has agreed, upon the terms and subject to the conditions of the Purchase Agreement, to sell to issue and sell to the Investor, from time to time as provided herein up to Ten Million Dollars ($10,000,000) of the Company's Common Stock and to induce the Buyer to enter into the Purchase Agreement, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "1933 Act"), and applicable state securities laws.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Buyer hereby agree as follows:

AGREEMENT

1. **DEFINITIONS.**

As used in this Agreement, the following terms shall have the following meanings:

a. "New Registration Statement" means an amendment to the Initial Registration Statement or a registration statement other than the Initial Registration Statement on Form S-1 or Form S-3 solely Registering Shares under this Agreement.

b. "Person" means any individual or entity including but not limited to any corporation, a limited liability company, an association, a partnership, an organization, a business, an individual, a governmental or political subdivision thereof or a governmental agency.

c. "Register," "Registered," "Registering" and "Registration" refer to a registration effected by preparing and filing one or more registration statements of the Company in compliance with the 1933 Act and pursuant to Rule 415 or staff policy under the 1933 Act or any successor rule providing for offering securities on a continuous basis ("Rule 415"), and the declaration or ordering of effectiveness of such registration statement(s) by the United States Securities and Exchange Commission (the "SEC").

d. "Registration Period" means such period of time from the initial filing date of the Initial Registration Statement until the date on which the Investor shall have sold all the Registrable Shares.

e. "Registrable Shares" means all of the Shares which have been, or which may, from time to time be issued or become issuable to the Investor under the Purchase Agreement (without regard to any limitation or restriction on purchases), and any and all shares of capital stock issued or issuable with respect to the Shares as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise, without regard to any limitation on purchases under the Transaction Documents.

f. "Registration Statement" means one or more registration statements of the Company covering the sale of the Registrable Shares including the Initial Registration Statement and any New Registration Statement or Other Registration Statement (each as defined herein).

2. **REGISTRATION.**

a. The Company shall, within ten (10) business days following the filing of the Company's Form 10-Q for the period ended March 31, 2020, file with the SEC a Registration Statement on Form S-1 covering all of the Registrable Shares, or such amount as otherwise shall be permitted to be included thereon in accordance with applicable SEC rules, regulations and interpretations so as to permit the resale of such Registrable Shares by the Investor under Rule 415 at then prevailing market prices (and not fixed prices), as mutually determined by both the Company and the Investor in consultation with their respective legal counsel, subject to the aggregate number of authorized shares of the Company's Common Stock then available for issuance in its Certificate of Incorporation (the "Initial Registration Statement"). The Initial Registration Statement shall only Register Registrable Shares, and if all Registrable Shares are not able to be Registered pursuant to Rule 415, the Shares shall be in the following order: first, all of the Execution Commitment Shares shall be Registered; second, the Effectiveness Commitment Shares shall be registered; third, the number of Pro-Rata Commitment Shares which may be issued in connection with the Put Shares being registered shall be Registered; and fourth, an amount of Put Shares as permitted to be Registered by the Investor under Rule 415 shall be Registered.

b. In the event the number of shares available under the Initial Registration Statement is insufficient to cover all of the Registrable Shares, the Company shall file a New Registration Statement, so as to cover all of such Registrable Shares (subject to the limitations set forth in Section 2(a)) as soon as practicable, but in any event not later than thirty (30) calendar days after the necessity therefor arises, subject to any limits that may be imposed by the SEC pursuant to Rule 415. Such New Registration Statement shall only Register Registrable Shares. The Company shall use its best efforts to cause such New Registration Statement to become effective as soon as practicable following the filing thereof.

c. The Company shall, as required by applicable securities regulations, from time to time file with the SEC, pursuant to Rule 424 promulgated under the 1933 Act, the prospectus and prospectus supplements, if any, to be used in connection with sales of the Registrable Shares under any Registration Statement. The Investor and its counsel shall have a reasonable opportunity to review and comment upon such prospectus prior to its filing with the SEC, and the Company shall give due consideration to all such comments. The Investor shall use its reasonable best efforts to comment upon such prospectus within two (2) Trading Days from the date the Investor receives the final pre-filing version of such prospectus.

d. If the staff of the SEC (the "Staff") or the SEC seeks to characterize any offering pursuant to a Registration Statement filed pursuant to this Agreement as constituting an offering of securities that does not permit such Registration Statement to become effective and be used for resales by the Investor under Rule 415 at then-prevailing market prices (and not fixed prices), or if after the filing of a Registration Statement with the SEC pursuant to Section 2(a), the Company is otherwise required by the Staff or the SEC to reduce the number of Registrable Shares included in a Registration Statement, then, until such time as the Staff and the SEC shall so permit such Registration Statement to become effective and be used as aforesaid, the Company shall reduce the number of Registerable Shares to be included in such Registration Statement (with the prior consent, which shall not be unreasonably withheld, of the Investor and its legal counsel) such that the Shares are Registered in the following order: first, all of the Execution Commitment Shares that remain unregistered (if any) shall be Registered; second, the Effectiveness Commitment Share Amount that remains unregistered (if any) shall be registered; third, the number of Pro-Rata Commitment Shares which may be issued in connection with the Put Shares being registered shall be Registered; and fourth, an amount of Put Shares as permitted to be Registered by the Investor under Rule 415 shall be Registered.

e. In the event of any reduction in Registrable Shares pursuant to Section 2(d), the Company shall file one or more New Registration Statements in accordance with until such time as all Registrable Shares have been included in Registration Statements that have been declared effective and the prospectus contained therein is available for use by the Investor. In the event that any of the Registrable Shares are not included in the Initial Registration Statement, or have not been included in any New Registration Statement, and the Company files any other registration statement under the 1933 Act (other than on Form S-4, Form S-8, or with respect to other employee related plans or rights offerings) (an "Other Registration Statement"), then the Company shall include in such Other Registration Statement first all of such Registrable Shares that have not been previously Registered, and second any other securities the Company wishes to include in such Other Registration Statement. The Company agrees that it shall not file any such Other Registration Statement unless all of the Registrable Shares have been included in such Other Registration Statement or otherwise have been Registered for resale as described above. Notwithstanding any provision herein or in the Purchase Agreement to the contrary, the Company's obligations to Register Registrable Shares (and any related conditions to the Investor's obligations) shall be qualified as necessary to comport with any requirement of the SEC or the Staff as addressed in this Section 2(d).

3. **RELATED OBLIGATIONS.**

With respect to the Registration Statement and whenever any Registrable Shares are to be registered pursuant to Section 2 including on any New Registration Statement, the Company shall use its best efforts to effect the Registration of the Registrable Shares in accordance with the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

a. The Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to any Registration Statement and the prospectus used in connection with such Registration Statement, which prospectus is to be filed pursuant to Rule 424 promulgated under the Securities Act, as may be necessary to keep the Registration Statement or any New Registration Statement effective at all times during the Registration Period, and, during such period, comply with the provisions of the 1933 Act with respect to the disposition of all Registrable Shares of the Company covered by the Registration Statement or any New Registration Statement until such time as all of such Registrable Shares shall have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such registration statement.

b. The Investor shall have a reasonable opportunity to review and comment upon each Registration Statement and any amendment or supplement to such Registration Statement and any related prospectus prior to its filing with the SEC, and the Company shall give due consideration to all comments. The Company shall permit the Investor and its counsel to review and comment upon each Registration Statement and all amendments and supplements thereto at least two (2) Trading Days prior to their filing with the SEC, and not file any document in a form to which the Investor reasonably objects. The Investor shall furnish all information reasonably requested by the Company for inclusion therein. The Investor shall use its reasonable best efforts to comment upon each Registration Statement and any amendments or supplements thereto within two (2) Trading Days from the date the Investor receives the final version thereof. The Company shall furnish to the Investor, without charge, and within one (1) Trading Day, any comments or correspondence from the SEC or the Staff to the Company or its representatives relating to any Registration Statement, and the Company shall respond to the SEC or the Staff regarding the resolution of any such comments or correspondence as promptly as possible. The Company shall use its best efforts to have each Registration Statement and any amendments thereof declared effective by the SEC at the earliest possible date and shall use best efforts to keep each Registration Statement effective pursuant to Rule 415 and available for the resale by the Investor of all of the Registrable Shares covered thereby at all times during the Registration Period. The Company agrees that Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any 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, in light of the circumstances in which they were made, not misleading.

c. Upon request of the Investor, the Company shall furnish:, (i) promptly after the same is prepared and filed with the SEC, at least one copy of such Registration Statement and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits, (ii) upon the effectiveness of any Registration Statement, a copy of the prospectus included in such Registration Statement and all amendments and supplements thereto (or such other number of copies as the Investor may reasonably request) and (iii) such other documents, including copies of any preliminary or final prospectus, as any Investor may reasonably request from time to time in order to facilitate the disposition of the Registrable Shares owned by the Investor. For the avoidance of doubt, any filing available to the Investor via the SEC's live EDGAR system shall be deemed "furnished to the Investor" hereunder.

d. The Company shall use best efforts to (i) register and qualify the Registrable Shares covered by a registration statement under such other securities or "blue sky" laws including New York, New Jersey and Florida and other jurisdictions in the United States as the Investor reasonably requests, as long as such jurisdictions do not require the escrowing of any securities as a condition of qualification or registration, (ii) prepare and file in those jurisdictions, such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Shares for sale in such jurisdictions; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(d), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction. The Company shall promptly notify Investor of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Shares for sale under the securities or "blue sky" laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threatening of any proceeding for such purpose.

e. As promptly as practicable after becoming aware of such event or facts, the Company shall notify the Investor in writing of the happening of any event or existence of such facts as a result of which any registration statement of the Company, as then in effect, includes an untrue statement of a material fact or omits to state a 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, and promptly prepare a supplement or amendment to such registration statement to correct such untrue statement or omission, and deliver a copy of such supplement or amendment to the Investor (or such other number of copies as the Investor may reasonably request). The Company shall also promptly notify the Investor in writing (i) when a prospectus or any prospectus supplement or post-effective amendment has been filed, and when a registration statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to the Investor by email or facsimile on the same day of such effectiveness and by overnight mail), (ii) of any request by the SEC for amendments or supplements to any registration statement or related prospectus or related information, and (iii) of the Company's reasonable determination that a post-effective amendment to a registration statement would be appropriate.

f. The Company shall use its reasonable best efforts to prevent the issuance of any stop order or other suspension of effectiveness of any Registration Statement, or the suspension of the qualification of any Registrable Shares for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and to notify the Investor of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

g. The Company shall (i) cause all the Registrable Shares to be listed on the Principal Market, if the listing of such Registrable Shares is then permitted under the rules of the Principal Market, or (ii) secure designation and quotation of all the Registrable Shares on the Principal Market. The Company shall pay all fees and expenses in connection with satisfying its obligation under this Section 3(g).

h. The Company shall cooperate with the Investor to facilitate the timely preparation and delivery of certificates (not bearing any restrictive legend) representing the Registrable Shares to be offered pursuant to any Registration Statement and enable such certificates to be in such denominations or amounts as the Investor may reasonably request and registered in such names as the Investor may request.

i. The Company shall at all times provide a transfer agent and registrar with respect to its Common Stock.

j. If reasonably requested by an Investor, the Company shall (i) immediately incorporate in a prospectus supplement or post-effective amendment such information as the Investor believes should be included therein relating to the sale and distribution of Registrable Shares, including, without limitation, information with respect to the number of Registrable Shares being sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Shares; (ii) make all required filings of such prospectus supplement or post-effective amendment as soon as practicable upon notification of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) supplement or make amendments to any Registration Statement.

k. The Company shall use its reasonable best efforts to cause the Registrable Shares covered by any Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to consummate the disposition of such Registrable Shares.

l. Within one (1) Trading Day after any Registration Statement is ordered effective by the SEC, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the Transfer Agent for such Registrable Shares (with copies to the Investor) confirmation that such Registration Statement has been declared effective by the SEC. Thereafter, if requested by any Investor at any time, the Company shall require its counsel to deliver to the Investor a written confirmation whether or not the effectiveness of such registration statement has lapsed at any time for any reason (including, without limitation, the issuance of a stop order) and whether or not the Registration Statement is current and available to the Investor for sale of all of the Registrable Shares.

m. The Company shall take all other reasonable actions necessary to expedite and facilitate disposition by the Investor of Registrable Shares pursuant to any registration statement.

4. **OBLIGATIONS OF THE INVESTOR.**

a. The Company shall notify the Investor in writing of the information the Company reasonably requires from the Investor in connection with any Registration Statement hereunder. The Investor shall furnish to the Company such information regarding itself, the Registrable Shares held by it and the intended method of disposition of the Registrable Shares held by it as shall be reasonably required to effect the Registration of such Registrable Shares and shall execute such documents in connection with such Registration as the Company may reasonably request.

b. The Investor agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any Registration statement hereunder.

c. The Investor agrees that, upon receipt of any notice from the Company of the happening of any event or existence of facts of the kind described in Section 3(f) or the first sentence of 3(e), the Investor will immediately discontinue disposition of Registrable Shares pursuant to any Registration Statement(s) covering such Registrable Shares until the Investor's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3(f) or the first sentence of 3(e). Notwithstanding anything to the contrary, the Company shall cause its transfer agent to promptly deliver shares of Common Stock without any restrictive legend in accordance with the terms of the Purchase Agreement in connection with any sale of Registrable Shares with respect to which an Investor has entered into a contract for sale prior to the Investor's receipt of a notice from the Company of the happening of any event of the kind described in Section 3(f) or the first sentence of Section 3(e) and for which the Investor has not yet settled.

5. **EXPENSES OF REGISTRATION.**

All reasonable expenses, other than sales or brokerage commissions, incurred in connection with registrations, filings or qualifications pursuant to Sections 2 and 3, including, without limitation, all registration, listing and qualifications fees, printers and accounting fees, and fees and disbursements of counsel for the Company, shall be paid by the Company.

6. **INDEMNIFICATION.**

a. To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend the Investor, each Person, if any, who controls the Investor, the members, the directors, officers, partners, employees, agents, representatives of the Investor and each Person, if any, who controls the Investor within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the "Exchange Act") (each, an "Indemnified Person"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, attorneys' fees, amounts paid in settlement or expenses, joint or several, (collectively, "Claims") incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the SEC, whether pending or threatened, whether or not an Indemnified Party is or may be a party thereto ("Indemnified Damages"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in any Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Shares are offered ("Blue Sky Filing"), or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in light of the circumstances under which the statements therein were made, not misleading, (iii) any violation or alleged violation by the Company of the 1933 Act, the 1934 Act, any other law, including, without limitation, any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Shares pursuant to any Registration Statement or (iv) any material violation by the Company of this Agreement (the matters in the foregoing clauses (i) through (iv) being, collectively, "Violations"). The Company shall reimburse each Indemnified Person promptly as such expenses are incurred and are due and payable, for any reasonable legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (i) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information about the Investor furnished in writing to the Company by such Indemnified Person expressly for use in connection with the preparation of any Registration Statement or any such amendment thereof or supplement thereto, if such prospectus was timely made available by the Company pursuant to Section 3(c) or Section 3(e); (ii) with respect to any superseded prospectus, shall not inure to the benefit of any such person from whom the person asserting any such Claim purchased the Registrable Shares that are the subject thereof (or to the benefit of any person controlling such person) if the untrue statement or omission of material fact contained in the superseded prospectus was corrected in the revised prospectus, as then amended or supplemented, if such revised prospectus was timely made available by the Company pursuant to Section 3(c) or Section 3(e), and the Indemnified Person was promptly advised in writing not to use the incorrect prospectus prior to the use giving rise to a Violation and such Indemnified Person, notwithstanding such advice, used it; (iii) shall not be available to the extent such Claim is based on a failure of the Investor to deliver or to cause to be delivered the prospectus made available by the Company, if such prospectus was timely made available by the Company pursuant to Section 3(c) or Section 3(e); and (iv) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Shares by the Investor pursuant to Section 9.

b. In connection with any Registration Statement, the Investor agrees to indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 6(a), the Company, each of its directors, each of its officers who signs a Registration Statement and each Person, if any, who controls the Company within the meaning of the 1933 Act or the 1934 Act, (collectively and together with an Indemnified Person, an "Indemnified Party"), against any Claim or Indemnified Damages to which any of them may become subject, under the 1933 Act, the 1934 Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information about that specific Investor and furnished to the Company by the Investor expressly for use in connection with such Registration Statement; and, subject to Section 6(d), the Investor will reimburse any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Claim; provided, however, that the indemnity agreement contained in this Section 6(b) and the agreement with respect to contribution contained in Section 7 shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Investor, which consent shall not be unreasonably withheld; provided, further, however, that the Investor shall be liable under this Section 6(b) for only that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to the Investor as a result of the sale of Registrable Shares pursuant to such registration statement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of the Registrable Shares by the Investor pursuant to Section 9.

c. Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be; provided, however, that an Indemnified Person or Indemnified Party shall have the right to retain its own counsel with the fees and expenses to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. The Indemnified Party or Indemnified Person shall cooperate fully with the indemnifying party in connection with any negotiation or defense of any such action or Claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such Claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person of a release from all liability in respect to such claim or litigation. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

d. The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred.

e. The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. **CONTRIBUTION.**

To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that: (i) no seller of Registrable Shares guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any seller of Registrable Shares who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Shares shall be limited in amount to the net amount of proceeds received by such seller from the sale of such Registrable Shares.

8. **REPORTS AND DISCLOSURE UNDER THE SECURITIES ACTS.**

With a view to making available to the Investor the benefits of Rule 144 promulgated under the Securities Act or any other similar rule or regulation of the SEC that may at any time permit the Investor to sell securities of the Company to the public without registration ("Rule 144"), the Company agrees, at the Company's sole expense, to:

a. make and keep public information available, as those terms are understood and defined in Rule 144;

b. file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144;

c. furnish to the Investor so long as the Investor owns Registrable Shares, promptly upon request, (i) a written statement by the Company that it has complied with the reporting and or disclosure provisions of Rule 144, the 1933 Act and the 1934 Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to permit the Investor to sell such securities pursuant to Rule 144 without registration; and

d. take such additional action as is requested by the Investor to enable the Investor to sell the Registrable Shares pursuant to Rule 144, including, without limitation, delivering all such legal opinions, consents, certificates, resolutions and instructions to the Company's Transfer Agent as may be requested from time to time by the Investor and otherwise fully cooperate with Investor and Investor's broker to effect such sale of securities pursuant to Rule 144.

The Company agrees that damages may be an inadequate remedy for any breach of the terms and provisions of this Section 8 and the Investor shall, whether or not it is pursuing any remedies at law, be entitled to equitable relief in the form of a preliminary or permanent injunctions, without having to post any bond or other security, upon any breach or threatened breach of any such terms or provisions.

9. ASSIGNMENT OF REGISTRATION RIGHTS.

The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Investor. The Investor may not assign its rights under this Agreement without the written consent of the Company, other than to an affiliate of the Investor.

10. **AMENDMENT OF REGISTRATION RIGHTS.**

No provision of this Agreement may be amended or waived by the parties from and after the date that is one Trading Day immediately preceding the initial filing of the Initial Registration Statement with the SEC. Subject to the immediately preceding sentence, no provision of this Agreement may be (i) amended other than by a written instrument signed by both parties hereto or (ii) waived other than in a written instrument signed by the party against whom enforcement of such waiver is sought. Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

11. **MISCELLANEOUS.**

a. A Person is deemed to be a holder of Registrable Shares whenever such Person owns or is deemed to own of record such Registrable Shares. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Shares, the Company shall act upon the basis of instructions, notice or election received from the registered owner of such Registrable Shares.

b. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; or (ii) one (1) Trading Day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses for such communications shall be as set forth in the Purchase Agreement or at such other address and/or to the attention of such other person as the recipient party has specified by written notice given to each other party three (3) Trading Days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, or (B) provided by a nationally recognized overnight delivery service, shall be rebuttable evidence of personal service, receipt by facsimile or receipt from a nationally recognized overnight delivery service in accordance with clause (i), or (ii) above, respectively.

c. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State 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 brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. 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 to such party at the address for such notices to it under this Agreement 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 manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

d. This Agreement, the Purchase Agreement and Transaction Documents constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement, the Purchase Agreement and Transaction Documents supersede all prior agreements and understandings among the parties hereto with respect to the subject matter hereof and thereof.

e. Subject to the requirements of Section 9, this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto.

f. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

g. This Agreement may be executed in identical counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission or by e-mail in a ".pdf" format data file of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

h. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

i. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

j. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

* * * * * *

IN WITNESS WHEREOF, the Investor and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the Execution Date.

COMPANY:

Endonovo Therapeutics, Inc.

By: */s/*
Name:
Title:

INVESTOR:

Cavalry Fund I LP

By: Cavalry Fund I Management LLC
Its: General Partner

By: */s/*
Name: Thomas P. Walsh
Title: Managing Partner

EXHIBIT 10.3

NOTE MODIFICATION AND FOREBAREANCE AGREEMENT

Note Modification and Forbearance Agreement, dated as of May 20, 2020, by and among Endonovo Therapeutics, Inc., a Delaware corporation, with an address of 6320 Canoga Avenue - 15th Floor, Woodland Hills, CA 91367 ("ENDV") and the party set forth on the signature page hereto (the "Lender");

WHEREAS, the Lender is the Holder of convertible promissory note(s) payable by ENDV as set forth on the signature page hereof which is among several convertible notes issued by ENDV which total indebtedness on the date hereof of approximately $5,200,000 of which approximately $2,350,000, including a first priority security interest on certain assets of ENDV is held by Eagle Equities, LLP, (the Lender and the other holders of convertible notes are collectively referred to as the "Lenders"));

WHEREAS, ENDV intends to enter into an Equity Line Purchase Agreement ("ELPC") with Cavalry Fund I, LP (Calvary"), a draft of which has been shown to the Lender;

WHEREAS, the ELPC has provisions which are beneficial to both ENDV and the Lender;

WHEREAS, Calvary's made it a condition of its execution of the ELPC that this agreement be executed by the Lenders or that otherwise ENDV ensure that there be no conversions of the notes held by the Lenders at times that it is accepting puts from ENDV under the ELPC;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Representations of each Lender. The Lender represents and warrants to ENDV that: (i) it is the sole holder of the note(s) set forth as its note(s) on referred to below its signature; (ii) that the principal and interest as set forth on the signature page hereof is true and correct as of the date hereof; (iii) that the note(s) set forth as such Lender's note(s) on the signature page hereof are either not in default as of the date hereof or any prior default is hereby irrevocably waived by Lender; and (iv) the execution and delivery of this agreement has been duly authorized by it and upon execution and delivery it will be duly bound hereby.

2. Representations of ENDV. ENDV represents and warrants to the Lender that: (i) it will continue to negotiate the ELPC in good faith; (ii) it will file its Annual Report on Form 10-Q on or before June 29, 2020; (iii) it will file one or more Registration Statements on Form S-1 and amendments thereto (the "S-1's") as required by the ELPC and use its reasonable best efforts to cause the same to be ordered effective by the Securities and Exchange Commission; and (iv) the execution and delivery of this agreement has been duly authorized by it and upon execution and delivery it will be duly bound hereby.

3. Note Modification Agreements of the Lenders. The Lender agrees that for so long as this agreement is in effect and its terms and conditions are being complied with by ENDV that its Note(s) listed on the signature page hereto is modified to (i) be non-convertible; (ii) be pre-payable in whole or in part with a premium of 12.5% and no additional consideration and to be pre-payable in accordance with the terms of this agreement; (iii) extend its due date to permit payments in accordance with this agreement without a default occurring under such note or any related agreement; and (iv) permit the execution and delivery by ENDV of the ELPC and to waive any additional rights or privileges that may be accorded to Lender by ENDV entering of the ELPC or any action contemplated thereby.

4. Allocation of Payments under the ELPC. The parties hereto acknowledge that the ELPC has an aggregate commitment amount of $10,000,000 with the intent to subsequently offer another $10 million upon completion and that realization of such amount will require that ENDV file more than one S-1's and make a series of puts of its stock to Calvary. The parties hereto further acknowledge that the ELPC provides that the ELPC provides that 50% of the net proceeds of each put under the ELPC (the "Lenders' Portion") shall be paid to the Lenders. This agreement will govern the allocation of payments among the Lenders. The parties hereto recognize that Eagle, a Lender, holds a secured note and each of the other Lenders holds an unsecured note. In consideration of the foregoing, the Lender agrees that during the periods that the S-1 has been ordered effective and there are shares available for Puts thereunder, in each thirty one (31) day period beginning with the effective date of the first S-1 (a "Put Month") the Lenders Portion shall be allocated as follows: (i) the first $200,000 to Eagle ("Eagle's Portion"); (ii) thereafter all available funds (the "Unsecured Lender's Portion") among all of the other Lenders who have signed agreements similar in form and substance to this agreement (the "Consenting Unsecured Lenders") in accordance with their percentages ownership of all of the Notes owned by Consenting Unsecured Lenders in an aggregate amount of $200,000 per month; and (iii) after Eagle's Portion and the Unsecured Lender's Portion shall be paid in full, proceeds of Puts in any Put Month shall be divided among the Eagle and the Consenting Unsecured Lenders in proportion to their total indebtedness. If the full Eagle's Portion for any Put Month that is not paid in full, Eagle shall be entitled to accrue an extra month's interest on its note(s). If the full Unsecured Lender's Portion for any Put Month is not paid in full, each Consenting Unsecured Lender shall be entitled to accrue an extra month's interest on its note(s). In computing whether Eagle's Portion or the Unsecured Lender's Portion has been paid in full during any Put Month, ENDV shall be entitled to carry forward, as a credit, until applied, any amounts paid in any prior Put Month to either Eagle or the Consenting Unsecured Lenders in excess of $200,000.

5. Termination. This agreement shall terminate upon the first to occur of: (i) all of the Notes being repaid or (ii) ENDV's failure to pay Eagle's Portion or the Unsecured Lender's portion for three consecutive months. Upon termination of this agreement, the Notes shall revert back to their original terms, but any default occurring during the term of this agreement shall be waived.

6. Governing Law. This agreement shall be interpreted under New York Law as it is applied to contracts executed, delivered and to be performed entirely within the State of New York.

7. Modifications. This agreement may be modified only by an instrument in writing signed the parties hereto.

8. Execution. This agreement may be executed in counterparts, all of which taken together shall constitute one and the same agreement.

(Signature Page follows)

IN WITNESS WHEREOF we have set our hands as of the date first above written.

Endonovo Therapeutics, Inc.

By: _____

Alan Collier, CEO

_____

Print Name of Lender

By:

Signature

_____

Print Name and Title

Note Date(s)

Original Note Amount(s)

Present Principal and interest balance: