

# SECURITIES & EXCHANGE COMMISSION EDGAR FILING

## Mobiquity Technologies, Inc.

**Form: 10-K/A**

**Date Filed: 2019-04-26**

Corporate Issuer CIK: 1084267

MOBIQUITY TECHNOLOGIES, INC.  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K/A

x ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2018  
COMMISSION FILE NUMBER: 000-51160

**MOBIQUITY TECHNOLOGIES, INC.**

(Exact name of Registrant as specified in its charter)

New York 11-3427886  
(State of jurisdiction of (I.R.S. Employee  
incorporation or organization) Identification Number)

35 Torrington Lane Shoreham, NY 11786  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (516) 246-9422

Securities registered pursuant to Section 12 (b) of the Act: None  
Securities registered pursuant to Section 12 (g) of the Act: Common Stock, \$.0001 Par Value

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Check whether the Registrant is not required to file reports pursuant to Section 13 or 15(d) of the Exchange Act.

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the Registrant has submitted electronically, every Interactive data file required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark if disclosure of delinquent filers in response to Item 405 of Regulation S-K is not contained in this form, and no disclosure will be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in part III of this Form 10-K/A or any amendment to this Form 10-K/A

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

Large accelerated filer	<input type="radio"/>	Accelerated filer	<input type="radio"/>
Non-accelerated filer	<input type="radio"/>	Smaller reporting company	<input checked="" type="radio"/>
Emerging growth company	<input type="radio"/>		

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.

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of June 30, 2018, the number of shares of Common Stock held by non-affiliates was approximately 164,106,615 shares based upon 377,975,600 shares of Common Stock outstanding. The approximate market value based on the last sale (i.e. \$0.10 per share as of June 29, 2018) of the Company's Common Stock was approximately \$37,797,560.

The number of shares outstanding of the Registrant's Common Stock, as of March 24, 2019, was 654,099,930.

**Explanatory Note**

This Form 10-K/A is being filed to provide the information required under Part III that would have been filed in a Definitive Proxy Statement within 120 days of December 31, 2018.

**PART III**

Item 10. Directors, Executive Officers and Corporate Governance

Our executive officers and directors and their respective ages and positions as of the date of this Form 10-K/A are:

NAME (1) (2)	AGE	POSITION
<i>Executive Officers:</i>		
Thomas Arnost	72	Executive Chairman of the Board
Dean L. Julia	51	Chief Executive Officer/President/Treasurer/Director/Co-Founder
Paul Bauersfeld	56	Chief Technology Officer
Sean J. McDonnell, CPA	58	Chief Financial Officer
Sean Trepeta	51	President of Mobiquity Networks and director
Anthony Iacovone	45	Director*
Dr. Gene Salkind, M.D.	65	Director*
Deepanker Katyal	33	Director

\*Independent Director

Directors are elected at the annual meeting of stockholders and hold office until the following annual meeting. The terms of all officers expire at the annual meeting of directors following the annual stockholders meeting. Officers serve at the pleasure of our board of directors and may be removed, either with or without cause, by our board of directors, and a successor elected by a majority vote of our board of directors, at any time. Nevertheless, the foregoing is subject to the employment contracts of our executive officers.

**Executive Officers**

**Thomas Arnost.** Mr. Arnost has been a director of our company since December 2011, he has served as Chairman of the Board since October 2013 and he served as Executive Chairman of the Board for October 2014 through 2017. Mr. Arnost served as the Co-President of Univision Television Group, from 1997 to 2006, and prior to that as Executive Vice President of Univision Television Group from 1994 to 1996. Previously he served as the Co-President of Univision Communications, Inc. Station Group, which he joined in 1994. In 2002, Mr. Arnost helped in the successful launch of the Telefutera Station Group which has since significantly contributed to Univision's overall growth. During his tenure with Univision, total station group revenue grew from under \$120 million in 1993 to approximately \$700 million in 2006. Also during his tenure, Univision's market value grew from roughly \$500 million to over \$14 billion. Mr. Arnost's extensive business, financial, management and leadership experience in the telecommunications industry particularly qualifies him for serving on the company's board as an independent director. Mr. Arnost graduated from the University of Arizona with a BS in Finance.

**Dean L. Julia.** Mr. Julia has served as Chief Executive Officer of Mobiquity since December 2000. In 1998, Mr. Julia co-founded Mobiquity and became an officer, director and principal stockholder of our company. Mr. Julia is responsible for establishing our overall strategy and fostering key relationships with technology partners and developers. Mr. Julia has also served as COO of Mobiquity's wholly-owned subsidiary, Mobiquity Networks since its formation in January 2011, where he is responsible for the integration of the sales and intellectual property departments of Mobiquity. From September 1996 through February 1998, Mr. Julia served as President and Chief Executive Officer of DLJ Consulting, a financial intermediary consultant for public and private companies. Mr. Julia is a founder of our company and has served on the board since its inception. He is expected to resign from the board on the listing date of our common stock on the NYSE MKT. Mr. Julia received his Bachelor of Business Administration from Hofstra University in 1990.

**Paul Bauersfeld.** Mr. Bauersfeld has served as Chief Technology Officer of our company since June 2013. Mr. Bauersfeld is a technology executive and engineer with over 20 years' experience in software product development and entrepreneurial organizations. In 2003, Mr. Bauersfeld founded Varsity Networks, a leading online media and services company dedicated to serving the local sports market through technology. He served as CEO of Varsity Networks from its formation through 2013, where he was responsible for expanding the network to include over 10,000 local sports communities with millions of monthly visitors. Prior to his positions at Varsity Network, he held positions at a number of Fortune 100 and startup companies in the technology and media industries. Mr. Bauersfeld has also acted as an advisor to a number of technology developmental corporations. His roles have included Co-founder and CEO of MessageOne from 2000 to 2001, which enterprise was later acquired by Dell Computer Corp., VP of ecommerce at Ziff-Davis from 1999 to 2000, Technology Director at Viacom's Nickelodeon Online from 1997 to 1999, Founder of GiftOne in 1996, where he served in the position of President, which entity was acquired by Skymall 1997, as well as engineering positions at Apple Computer from 1998 to 1993 and Xerox Corporation from 1986 to 1988. He has a BS in Electrical Engineering from Rochester Institute of Technology, which degree he received in 1986.

**Sean J. McDonnell, CPA.** Mr. McDonnell has been our Chief Financial Officer since January 2005. Since January 1990, Mr. McDonnell has also owned and operated a private accounting and tax practice handling many different types of business entities and associations. Mr. McDonnell has spent much of his time helping his customers grow their companies and acquire financing for the purchase of buildings and equipment. Prior to starting his own practice, he was employed from 1985 through 1990 as a senior staff member at the accounting firm of Breiner & Bodian CPA's. After graduating from Dowling College in 1984 with a Bachelor in Business Administration, he was employed by Kenneth Silver C.P.A. from 1984 to 1985. Mr. McDonnell has been a certified public accountant for almost 20 years.

**Sean Trepeta.** Mr. Trepeta has been a director of our company since December 2011. Mr. Trepeta is also serving as President of Mobiquity Networks, where he is responsible for sales and marketing strategies. Mr. Trepeta continues to foster strategic relationships with agencies and national brands. Prior to joining the Mobiquity Networks team in May 2011, Mr. Trepeta was President of Varsity Networks, a leading online portal dedicated to serving the High School sports market, from 2007 to 2011. Prior to this, from 1998 to 2007, Mr. Trepeta was the President and Co-Founder of OPEX Communications, Inc., a leading telecommunication service provider which was located in Chicago, specializing in traditional long-distance, wireless, and dedicated services. Before OPEX, from 1996 to 1998, Mr. Trepeta was the vice president of sales and marketing for the US Buying Group, Inc. (USBG) responsible for developing a small business-buying program, which included value added services such as overnight shipping, office supplies, and computer software products, as well as a full line of telecommunications services. Mr. Trepeta also developed and implemented the agent and carrier divisions of USBG. Prior to joining USBG, he was with MCI Telecommunications and NYNEX in New York City. As Mr. Trepeta holds a Bachelor of Science degree from the State University of New York at Cortland. Mr. Trepeta is expected to resign from the board on the listing date of our common stock on the NYSE MKT. Mr. Trepeta is the brother of Michael Trepeta.

**Anthony Iacovone, became a director on December 31, 2018.** Seasoned business leader and serial entrepreneur Anthony Iacovone has been at the forefront of the artificial intelligence and machine learning technology applied to the marketing and biomedical industries for the past 15 years. Having spent the bulk of his career working to innovate and improve the marketing and advertising performance ecosystem, he's passionately invested in the continued development of a model in which artificial intelligence can be applied to help improve outcomes across various industries. He is currently the Co-Founder and CEO of both BioSymetrics and Barometric Inc. BioSymetrics Inc., which was initially developed in 2013 as a research group in biomedical AI. Founding BioSymetrics in 2013 on the concept on that if you could apply AI and Machine Learnings in ad tech, you could apply it to change outcomes that could revolutionize the biomedical field. Leveraging AI for biomedicine, today BioSymetrics has built a groundbreaking framework and code language for biomedical AI. Its Augusta™ framework allows biomedical data in the form of imagery, genetics chemistry and many other source to be normalized and modeled to produce enhanced outcomes in drug discovery, precision medicine and value based care.

Barometric, which was initially developed in 2011 as an internal cross device tracking tool for AdTheorent's data-driven digital ad network. Recently spun off as a separate entity in April 2018, Barometric was subsequently successfully sold to Claritas. Barometric's leading technology provides a holistic solution for cross-environment media tracking and measurement. Prior to rolling out Barometric, he co-founded advertising technology company AdTheorent, a next generation digital ad platform, in 2011. AdTheorent has grown to be a four-time Inc. 5000 growth company. Embracing the core values of integrity, innovation and growth, AdTheorent found market significance by developing a new architecture in Machine Learning to make better decisions using data when serving cross channel advertising and has successfully generated millions of dollars in revenue for its clients by delivering the right audience, under the right conditions, at the right time. While developing AdTheorent, he also ventured into the biomedical industry, founding BioSymetrics in 2013 on the concept on that if you could apply AI and Machine Learnings in ad tech, you could apply it to change outcomes that could revolutionize the biomedical field. Leveraging AI for biomedicine, today BioSymetrics has built over 150 software modules that allows data to be normalized from the biomedical field including compounds, imagery, genetics and beyond. Beyond his own ventures Anthony is active in the broader industry, serving as an investor and on the advisory boards of the Accelerate NY Biotech Seed Fund, BrandVerge, Commerce Signals, EVZDRP, Mobiquity Networks, PainQX, Prospect Dugout, Targagenix and Wylei, where he provides expert counsel on business and advertising technology industry issues. Mr. Iacovone is also the majority owner of the New Britain Bees minor league baseball club of the Atlantic League and founder of the Beautiful Lives Project, a 501 c 3 charity helping to bring sports and leisure accessibility to disabled individuals in the US.

**Dr. Gene Salkind, M.D.**, a prominent neuro surgeon, professor, and tech investor, with experience guiding small and micro-cap companies to the next level, including up-listing to a national exchange. Previous investments include Intuitive Surgical, Pharmalytics (acquired by Abbvie for \$250 per share after growing from less than \$1/share), and Centocor, one of the nation's largest biotechnology companies, which was acquired by Johnson & Johnson for \$4.9 billion in stock. He is currently Chief of Neurosurgery at Holy Redeemer Hospital and surgical practice. He also sits on the Board of Directors of Cure Pharmaceuticals, Inc. and Dermtech Intl.

**Deepanker Katyal**, became a director of the Company in December 2018. From October 2017 to the present, he has served as Chief Executive Officer of Advangelists. Following the recent merger between Mobiquity Technologies and Advangelists, he joined us to provide advanced product and engineering knowledge. An ad tech veteran who built the Advangelists platform, Mr. Katyal maintains his role of advancing the integration of the Advangelists platform across the entire suite of Mobiquity Technologies capabilities and partnerships. Deep Katyal brings extensive background in software engineering and product development as well as strong business leadership and knowledge of the industry's infrastructure.

From January 2017 to the present, he has served as an advisor and providing business and product to Q1media. From 2016 to the present, he also served as a strategic advisor to Silicon Valley Stealth Mode Products. From May 2016 to April 2017, he served as a strategic advisor to Airtupt Inc., a mobile marketing platform for brands. From May 2016 to March 2017, he was head of Partnership and Strategy for Adtile Technologies where his responsibilities included leading business development efforts, strategic partnerships, product strategy and working with the ad tech echo system for integrations of various network fronts. From April 2014 to May 2016, at Opera Mediaworks he served as a member of the innovation team. From November 2015 to 2016, he served as a strategic advisor to Moonraft Innovation Labs, a company that creates customer experiences to differentiate the entities clients in the market by creating and designing interactive experiences across physical and digital customer touch points.

#### **Corporate Governance**

Our business, property and affairs are managed by, or under the direction of, our Board, in accordance with the General Corporation Law of the State of New York and our By-Laws. Members of the Board are kept informed of our business through discussions with the Chief Executive Officers and other key members of management, by reviewing materials provided to them by management.

We continue to review our corporate governance policies and practices by comparing our policies and practices with those suggested by various groups or authorities active in evaluating or setting best practices for corporate governance of public companies. Based on this review, we have adopted, and will continue to adopt, changes that the Board believes are the appropriate corporate governance policies and practices for our Company. We have adopted changes and will continue to adopt changes, as appropriate, to comply with the Sarbanes-Oxley Act of 2002 and subsequent rule changes made by the SEC and any applicable securities exchange.

## **Director Qualifications and Diversity**

The board seeks independent directors who represent a diversity of backgrounds and experiences that will enhance the quality of the board's deliberations and decisions. Candidates shall have substantial experience with one or more publicly traded companies or shall have achieved a high level of distinction in their chosen fields. The board is particularly interested in maintaining a mix that includes individuals who are active or retired executive officers and senior executives, particularly those with experience in the finance and capital market industries.

In evaluating nominations to the Board of Directors, our Board also looks for certain personal attributes, such as integrity, ability and willingness to apply sound and independent business judgment, comprehensive understanding of a director's role in corporate governance, availability for meetings and consultation on Company matters, and the willingness to assume and carry out fiduciary responsibilities. Qualified candidates for membership on the Board will be considered without regard to race, color, religion, sex, ancestry, national origin or disability.

## **Risk Oversight**

Enterprise risks are identified and prioritized by management and each prioritized risk is assigned to the full board for oversight. These risks include, without limitation, the following:

Risks and exposures associated with strategic, financial and execution risks and other current matters that may present material risk to our operations, plans, prospects or reputation.

Risks and exposures associated with financial matters, particularly financial reporting, tax, accounting, disclosure, internal control over financial reporting, financial policies, investment guidelines and credit and liquidity matters.

Risks and exposures relating to corporate governance; and management and director succession planning.

Risks and exposures associated with leadership assessment, and compensation programs and arrangements, including incentive plans.

## **Board Leadership Structure**

In accordance with the Company's By-Laws, the Chairman of the Board, Thomas Arnost, presides at all meetings of the Board. Currently, the offices of Chairman of the Board and Chief Executive Officer are separated, although the Company has no fixed policy with respect to the separation of these titles.

## **Indemnification**

The New York Business Corporation Law contains provisions permitting and, in some situations, requiring New York corporations to provide indemnification to their officers and directors for losses and litigation expense incurred in connection with their service to the corporation. Our certificate of incorporation and bylaws contain provisions requiring our indemnification of our directors and officers and other persons acting in their corporate capacities.

In addition, we may enter into agreements with our directors providing contractually for indemnification consistent with the certificate of incorporation and bylaws. Currently, we have no such agreements. The New York Business Corporation Law also authorizes us to purchase insurance for our directors and officers insuring them against risks as to which we may be unable lawfully to indemnify them. We intend to obtain limited insurance coverage for our officers and directors as well as insurance coverage to reimburse us for potential costs of our corporate indemnification of officers and directors.

As far as exculpation or indemnification for liabilities arising under the Securities Act of 1933 may be permitted for directors and officers and controlling persons, we have been advised that in the opinion of the Securities and Exchange Commission such exculpation or indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

## LACK OF PRIOR COMMITTEES

Prior to March 2019, our Company has no audit, compensation or nominating committees of our board of directors or committees performing similar functions. The audit committee communications will go directly to the board members until such time as an audit committee is formed.

Under the National Association of Securities Dealers Automated Quotations definition, an "independent director" means a person other than an officer or employee of the Company or its subsidiaries or any other individuals having a relationship that, in the opinion of the Company's board of directors, would interfere with the exercise of independent judgment in carrying out the responsibilities of the director. The board's discretion in determining director independence is not completely unfettered. Further, under the NASDAQ definition, an independent director is a person who (1) is not currently (or whose immediate family members are not currently), and has not been over the past three years (or whose immediate family members have not been over the past three years), employed by the company; (2) has not (or whose immediate family members have not) been paid more than \$120,000 during the current or past three fiscal years; (3) has not (or whose immediately family has not) been a partner in or controlling shareholder or executive officer of an organization which the company made, or from which the company received, payments in excess of the greater of \$200,000 or 5% of that organizations consolidated gross revenues, in any of the most recent three fiscal years; (4) has not (or whose immediate family members have not), over the past three years been employed as an executive officer of a company in which an executive officer of Mobiquity has served on that company's compensation committee; or (5) is not currently (or whose immediate family members are not currently), and has not been over the past three years (or whose immediate family members have not been over the past three years) a partner of Mobiquity's outside auditor.

The term "Financial Expert" is defined under the Sarbanes-Oxley Act of 2002, as amended, as a person who has the following attributes: an understanding of generally accepted accounting principles and financial statements; has the ability to assess the general application of such principles in connection with the accounting for estimates, accruals and reserves; experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the company's financial statements, or experience actively supervising one or more persons engaged in such activities; an understanding of internal controls and procedures for financial reporting; and an understanding of audit committee functions.

## NEW COMMITTEES

On March 7, 2019, the Company formed a Compensation Committee and Board of Directors Nominating Committee, each with Anthony Iacovone and Dr. Gene Salkind as its independent directors. These committees have no written charters as of the filing date of the Form 10-K/A.

The Company is seeking to engage an independent director who is a "financial expert" and at that time, we would form an Audit Committee to consist of three independent directors. In the event an audit committee is established, of which there can be no assurances given, its first responsibility would be to adopt a written charter. Such charter would be expected to include, among other things:

- being directly responsible for the appointment, compensation and oversight of our independent auditor, which shall report directly to the audit committee, including resolution of disagreements between management and the auditors regarding financial reporting for the purpose of preparing or issuing an audit report or related work;
- annually reviewing and reassessing the adequacy of the committee's formal charter;
- reviewing the annual audited financial statements with our management and the independent auditors and the adequacy of our internal accounting controls;
- reviewing analyses prepared by our management and independent auditors concerning significant financial reporting issues and judgments made in connection with the preparation of our financial statements;
- reviewing the independence of the independent auditors;
- reviewing our auditing and accounting principles and practices with the independent auditors and reviewing major changes to our auditing and accounting principles and practices as suggested by the independent auditor or its management;
- reviewing all related party transactions on an ongoing basis for potential conflict of interest situations; and
- all responsibilities given to the audit committee by virtue of the Sarbanes-Oxley Act of 2002, which was signed into law by President George W. Bush on July 30, 2002.

## CODE OF ETHICS

The Company has a new code of ethics that applies to the Company's directors and officers which has been designed to deter wrongdoing and to promote:

- Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- Full, fair, accurate, timely and understandable disclosure in reports and documents that the Company files with, or submits to, the SEC and in other public communications made by the Company;
- Compliance with applicable governmental law, rules and regulations;
- The prompt internal reporting of violations of the code of ethics to an appropriate pre-identified person; and
- Accountability for adherence to the code of ethics.

A copy of the Code of Ethics was filed as Exhibit 14 to our Form 10-K for the fiscal year ended December 31, 2014.

## COMPLIANCE WITH SECTION 16(A) OF THE EXCHANGE ACT

Section 16(a) of the Securities Exchange Act of 1934, as amended, requires our officers and directors, and persons who own more than ten percent of a registered class of our equity securities, to file reports of ownership and changes in ownership with the Securities and Exchange Commission (the "Commission"). Officers, directors and greater than ten percent stockholders are required by the Commission's regulations to furnish us with copies of all Section 16(a) forms they file. During fiscal 2018, to the best of the knowledge of the Company's directors and officers, no form 3's, form 4's or form 5's were filed late with the Commission by officers or directors.

Item 11. Executive Compensation.

The following table sets forth the overall compensation earned over the fiscal years ended December 31, 2017 and 2018 by (1) each person who served as the principal executive officer of the company during fiscal year 2017 and 2018; (2) the Company's most highly compensated (up to a maximum of two) executive officers as of December 31, 2018 and 2017 with compensation during fiscal years 2018 and 2017 of \$100,000 or more; and (3) those two individuals, if any, who would have otherwise been included in section (2) above but for the fact that they were not serving as an executive of the company as of December 31, 2018.

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards	Option Awards (\$)(1)	Salary Compensation			Total (\$)
						Non-Equity Incentive Plan Compensation (\$)	Nonqualified Deferred Compensation Earnings (\$)	All Other Compensation (\$)(2)(3)	
Dean L. Julia CEO of the company	2018	\$ 360,000	\$ -	-	\$ -	-	-	\$ 50,156	\$ 410,156
	2017	\$ 360,000	\$ -	-	\$ -	-	-	\$ 59,405	\$ 419,405
Sean Trepeta President of Mobiqity Networks	2018	\$ 240,000	\$ -	-	\$ -	-	-	\$ 28,754	\$ 268,754
	2017	\$ 240,000	\$ -	-	\$ -	-	-	\$ 30,195	\$ 270,195
Paul Bauersfeld Chief Technology Officer	2018	\$ 300,000	\$ -	-	\$ -	-	-	\$ 28,435	\$ 328,435
	2017	\$ 300,000	\$ -	-	\$ -	-	-	\$ 30,195	\$ 330,195

- (1) The options and restricted stock awards presented in this table for fiscal 2018 and 2017 reflect the full grant date fair value, as if the total dollar amount were earned in the year of grant. The stock awards are valued based on the fair market value of such Shares on the date of grant and are charged to compensation expense over the related vesting period. The options are valued at the date of grant based upon the Black-Scholes method of valuation, which is expensed over the service period over which the options become vested. As a general rule, for time-in-service-based options, the company will immediately expense any option or portion thereof which is vested upon grant, while expensing the balance on a pro rata basis over the remaining vesting term of the option.
- (2) Includes all other compensation not reported in the preceding columns, including (i) perquisites and other personal benefits, or property, unless the aggregate amount of such compensation is less than \$10,000; (ii) any "gross-ups" or other amounts reimbursed during the fiscal year for the payment of taxes; (iii) discounts from market price with respect to securities purchased from the company except to the extent available generally to all security holders or to all salaried employees; (iv) any amounts paid or accrued in connection with any termination (including without limitation through retirement, resignation, severance or constructive termination, including change of responsibilities) or change in control; (v) contributions to vested and unvested defined contribution plans; (vi) any insurance premiums paid by, or on behalf of, the company relating to life insurance for the benefit of the named executive officer; and (vii) any dividends or other earnings paid on stock or option awards that are not factored into the grant date fair value required to be reported in a preceding column.
- (3) Includes compensation for service as a director described under Director Compensation, below.

For a description of the material terms of each named executive officers' employment agreement, including the terms of the terms of any common share purchase option grants, see that section of this Form 10 captioned "Employment Agreements."

No outstanding common share purchase option or other equity-based award granted to or held by any named executive officer in the past two years were repriced or otherwise materially modified, including extension of exercise periods, the change of vesting or forfeiture conditions, the change or elimination of applicable performance criteria, or the change of the bases upon which returns are determined, nor was there any waiver or modification of any specified performance target, goal or condition to payout, except as follows:

For a description of the material terms of any contract, agreement, plan or other arrangement that provides for any payment to a named executive officer in connection with his or her resignation, retirement or other termination, or a change in control of the company see "Employment Agreements".

#### Executive Officer Outstanding Equity Awards at Fiscal Year-End

The following table provides certain information concerning any common share purchase options, stock awards or equity incentive plan awards held by each of our named executive officers and Thomas Arnost that were outstanding as of December 31, 2018.

Name	Option Awards				Stock Awards				
	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Rights That Have Not Vested	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested
Dean L.	4,900,000	—	—	\$ .05	01/24/23	—	—	—	—
Julia (1)	5,000,000	—	—	\$ .07	11/20/23	—	—	—	—
Sean Trepeta(1)	3,700,000	—	—	\$ .05	01/24/23	—	—	—	—
	3,000,000	—	—	\$ .07	11/20/23	—	—	—	—
Thomas Arnost (1)(2)	2,250,000	—	—	\$ .05	01/24/23	—	—	—	—
	3,000,000	—	—	\$ .07	11/20/23	—	—	—	—
	125,000	—	—	\$ .03	01/07/22	—	—	—	—
	125,000	—	—	\$ .04	10/07/21	—	—	—	—
Paul Bauersfeld(1)	4,000,000	—	—	\$ .05	01/24/23	—	—	—	—
	3,000,000	—	—	\$ .07	11/20/23	—	—	—	—
Sean McDonnell(1)	700,000	—	—	\$ .05	01/24/23	—	—	—	—
	500,000	—	—	\$ .07	11/20/23	—	—	—	—

(1) All options contain cashless exercise provisions.

(2) Mr. Arnost's options do not include warrants that he purchased in private placement offerings. These include warrants to purchase 1,041,667 shares at \$.12 per share through September 28, 2023 and warrants to purchase 1,666,666 shares at \$.12 per share through September 30, 2023.

#### Employment Agreement of Executive Chairman

In December 2014, we entered into a three-year employment agreement with Thomas Arnost serving as Executive Chairman of the board. Mr. Arnost receives a monthly salary of \$10,000 plus an annual grant of options for serving on the board of directors. In the event of his termination, by Mr. Arnost or by the company for cause, Mr. Arnost will receive his pay through the termination date. In the event that, Mr. Arnost is terminated without cause, he shall be entitled to receive his salary paid through the end of the term of his agreement. Mr. Arnost may terminate the agreement at any time by giving three months prior written notice to our board of directors. Mr. Arnost will also be entitled to indemnification against all claims, judgments, damages, liabilities, costs and expenses (including reasonably legal fees) arising out of, based upon or related to his performance of services to us, to the maximum extent permitted by law. This agreement expired in December 2017; however, it has been continued on a month-to-month basis.

## Employment Agreements of Other Officers

Each of the following executive officers is a party to an employment agreement with the company as of December 31, 2018.

Name	Position	Monthly Salary	Bonus/Other Compensation
Dean L. Julia	Chief Executive Officer of Company	\$ 30,000	(1)
Sean Trepeta	President of Mobiquity Networks	20,000	(2)
Paul Bauersfeld	Chief Technology Officer	25,000	(3)
Deepanker Katyal	CEO – Advangelists	33,333	(4)
Sean McDonnell	Chief Financial Officer	11,000	(5)

- (1) In addition to the Mr. Julia's Base Salary, he shall be entitled to a quarterly bonus (the "Quarterly Bonus") of at least 1% of Gross Revenue (as defined under generally accepted accounting principles) for each completed fiscal quarter, so long as Gross Revenue meets or exceeds seventy-five (75%) percent of managements stated goal. The Quarterly Bonus shall be paid no later than fourteen (14) days from Company's filing of the form 10-Q, either in cash, common stock or stock options, at the election of Mr. Julia. Should his Employment Agreement be terminated prior to the end of any fiscal year for any reason other than that provided in the Agreement, a pro rata portion of the Quarterly Bonus shall be paid within 30 days of such termination. For each subsequent calendar year, the Company's Board of Directors, will confirm a new revenue goal for the upcoming year for the purpose of calculating the Quarterly Bonus. In the event that the Company is acquired through a board of directors approved (i) change in control of at least 50% of the outstanding voting stock or (ii) the sale of all or substantially all of the assets, Mr. Julia shall be entitled to receive a payment in-kind equal to three (3%) percent of the consideration paid in connection with said transaction. He also received a signing bonus of options to purchase 25 million shares, exercisable at \$.15 per share, over a term of 10 years.
- (2) In addition to the Mr. Trepeta's Base Salary, he shall be entitled to a quarterly bonus (the "Quarterly Bonus") of 1% of Gross Revenue (as defined under generally accepted accounting principles) for each completed fiscal quarter, so long as Gross Revenue meets or exceeds managements stated goal. The Quarterly Bonus shall be paid no later than fourteen (14) days from Company's filing of the form 10-Q, either in cash, common stock or stock options, at the election of Mr. Trepeta. Should his Employment Agreement be terminated prior to the end of any fiscal year for any reason other than that provided in the Agreement, a pro rata portion of the Quarterly Bonus shall be paid within 30 days of such termination. Mr. Trepeta also received a signing bonus of options to purchase 10 million shares of common stock with 35% immediately vested, 35% vesting in one year and remaining 30% vesting after two years.
- (3) In addition to the Mr. Bauersfeld's Base Salary, he shall be entitled to a quarterly bonus (the "Quarterly Bonus") of .5% of Gross Revenue (as defined under generally accepted accounting principles) for each completed fiscal quarter, so long as Gross Revenue meets or exceeds managements stated goal. The Quarterly Bonus shall be paid no later than fourteen (14) days from Company's filing of the form 10-Q, either in cash, common stock or stock options, at the election of Mr. Bauersfeld. Should his Employment Agreement be terminated prior to the end of any fiscal year for any reason other than that provided in the Agreement, a pro rata portion of the Quarterly Bonus shall be paid within 30 days of such termination. Mr. Bauersfeld also received a signing bonus of options to purchase 10 million shares of common stock with 35% immediately vested, 35% vesting in one year and remaining 30% vesting after two years.
- (4) The Company issued one share of Mr. Katyal Preferred Stock to Mr. Katyal. The Series B Preferred Stock shall provide dividend rights, payable in cash, to the holders thereof in an amount equivalent to 10% of the gross revenue of Mobiquity or the Company, whichever is higher, for each of its 2019 and 2020 fiscal years. Such dividends (i) shall be declared and paid not later than seventy five (75) days following the end of each such fiscal quarter and (ii) shall not exceed an aggregate of Six Hundred Thousand Dollars (\$600,000) per year per holder for all holders of Class B Preferred Stock (i.e., an aggregate of no more than One Million Two Hundred Thousand Dollars (\$1,200,000) to the two holders of the Series B Preferred Stock per annum cumulatively). Subject to the dividend rights in favor of the holders of the Series B Preferred Stock, all rights, privileges, preferences, and restrictions set forth in Mobiquity's Certificate of Amendment shall terminate as of December 31, 2020, and, immediately upon declaration and payment of the dividend in respect of Mobiquity's 2020 fiscal year, Mobiquity shall withdraw such class from its authorized capital. Other than the above-referenced dividend rights, the Series B Preferred Stock shall not confer any rights upon the holders thereof. Mr. Katyal and Lokesh Mehta, a non-executive officer of Advengelists, will be the only holders of Mobiquity's Series B Preferred Stock.
- In the event that the Mr. Katyal's employment is terminated by Mr. Katyal's resignation without Good Reason, or by the Company pursuant to Section 3(b) prior to the December 31, 2020, the Series B Stock issued to Mr. Katyal shall be canceled on the date of the Mr. Katyal's resignation or on the Termination Date, as applicable, as it relates to dividends relating to the fiscal quarters ending after such resignation date or Termination Date.
- (5) Mr. McDonnell is eligible to receive options and other bonuses at the discretion of the board. Mr. McDonnell is an employee at will without an employment agreement.

A summary of the other pertinent employment provisions is as follows:

The term of Dean Julia's employment is for a term of three years from April 2, 2019. The agreement shall be automatically extended for an additional term of two years, unless terminated 90 days prior to the termination of the initial term of the agreement. Mr. Julia's employment agreement contains certain non-compete and non-solicitation provisions during the terms of the agreement. He is also entitled to receive on April 1<sup>st</sup> of each year commencing April 1, 2020, options to purchase an additional 5,000,000 shares of common stock. He is also entitled to paid disability insurance and term life insurance at a cost not to exceed \$15,000 per annum. He is also entitled to receive health, dental and 401(k) benefits as is customary for other executive officers as well as indemnification to the fullest extent permitted by law, as well as a company lease to own Company automobile.

Messrs. Trepeta and Bauersfeld are each an employee at will. Each employment agreement contains certain non-compete and non-solicitation provisions during the term of the agreement and for a period of one year thereafter. Each officer is entitled to receive health, dental and 401(k) benefits as is customary for other executive officers as well as indemnification to the fullest extent permitted by law.

Mr. Katyal's employment agreement which commenced December 7, 2018 has a term of three years. Mr. Katyal is required to devote at least 40 hours per week pursuant to his responsibility as CEO of Advengelists. The agreement provides for full indemnification and participation in all benefit plans, programs and perquisites as are generally provided by the Company to its employees, including medial, dental, life insurance, disability and 401(k) participation. The agreement provides for termination for cause after giving employee 30 days' prior written notice. The agreement provides for termination by the Company without cause after 60 days' prior written notice with severance pay as described in his agreement. His employment agreement also provides for termination by disability for a period of more than six consecutive months in any 12 month period, termination by employee for good reason as defined in the agreement and restrictive covenants for a period of one year following the termination date.

## **DIRECTOR COMPENSATION**

Currently, four directors of the Company are executive officers of the Company. Their compensation is described herein. The Company is not currently paying Dr. Gene Salkind or Anthony Iacovone, each of whom are independent directors, to serve on the board or committees thereof. Future compensation of board members/committee members are at the discretion of the board.

### Employee Benefit and Consulting Services Compensation Plans

On January 3, 2005, our company established an Employee Benefit and Consulting Services Compensation Plan (the "2005 Plan") covering 2,000,000 shares, which 2005 Plan was ratified by our stockholders in February 2005. On August 12, 2005, the company's stockholders approved a 2,000,000 share increase in the 2005 Plan to 4,000,000 shares. On August 28, 2009, the Board adopted the "2009 Plan" identical to the 2005 Plan with 4,000,000 shares under the 2009 Plan. In September 2013, the Company's stockholders ratified a board amendment to increase the number of shares covered by the 2009 Plan to 10,000,000 shares. All references to "the Plans" include the 2005 Plan and 2009 Plan. As the 2005 and 2009 Plans are identical other than the number of shares covered by each Plan, it is the Company's intention to first utilize the number of shares issuable (available) under the 2005 Plan prior to issuing shares under the 2009 Plan. In February 2015, the Board approved an increase in the number of shares covered by the 2009 Plan from 10,000,000 shares to 20,000,000 shares, subject to stockholder approval within one year. However, since approval was not obtained within the requisite time period, the Board established a 2016 Plan covering 10,000,000 shares which is otherwise identical to the 2005 and 2009 Plans. All options granted under the 2009 Plan, which exceed the Plan limits, have been moved to the 2016 Plan. In December 2018, the Company approved a 2018 Plan identical to the other Plans described above, except for the number of shares covered by the Plan is 30,000,000. The "2018" Plan was ratified by stockholders in February 2019. On April 2, 2019, the Board approved a "2019 Plan" identical to the other Plans described above, except for the number of shares covered by the Plan is 60,000,000. The 2019 Plan must be approved by stockholders within one year in order to grant incentive stock options under said Plan. The 2005, 2009, 2016, 2018 and 2019 Plans are collectively herein referred to as the "Plan."

### Administration

Our board of directors administers the Plans, has the authority to determine and designate officers, employees, directors and consultants to whom awards shall be made and the terms, conditions and restrictions applicable to each award (including, but not limited to, the option price, any restriction or limitation, any vesting schedule or acceleration thereof, and any forfeiture restrictions). The board may, in its sole discretion, accelerate the vesting of awards.

### Types of Awards

The Plans are designed to enable us to offer certain officers, employees, directors and consultants of us and our subsidiaries equity interests in us and other incentive awards in order to attract, retain and reward such individuals and to strengthen the mutuality of interests between such individuals and our stockholders. In furtherance of this purpose, the Plans contain provisions for granting non-statutory stock options and incentive stock options and common stock awards.

*Stock Options.* A "stock option" is a contractual right to purchase a number of shares of common stock at a price determined on the date the option is granted. An incentive stock option is an option granted under the Internal Revenue Code of 1986 to our employees with certain tax advantages to the grantee over non-statutory stock options. The option price per share of common stock purchasable upon exercise of a stock option and the time or times at which such options shall be exercisable shall be determined by the Board at the time of grant. Such option price in the case of incentive stock options shall not be less than 100% of the fair market value of the common stock on the date of grant and may be granted below fair market value in the case of non-statutory stock options. Incentive stock options granted to owners of 10% or more of our common stock must be granted at an exercise price of at least 110% of the fair market value of our common stock and may not have a term greater than five years. Also, the value of incentive options vesting to any employee cannot exceed \$100,000 in any calendar year. The option price of our options must be paid in cash, money order, check or common stock of the company. The non-statutory stock options may also contain at the time of grant, at the discretion of the board, certain other cashless exercise provisions. These cashless exercise provisions are included in the currently outstanding non-statutory stock options granted by the board.

Options shall be exercisable at the times and subject to the conditions determined by the Board at the date of grant, but no option may be exercisable more than ten years after the date it is granted. If the optionee ceases to be an employee of our company for any reason other than death, any incentive stock option exercisable on the date of the termination of employment may be exercised for a period of thirty days or until the expiration of the stated term of the option, whichever period is shorter. In the event of the optionee's death, any incentive stock option exercisable at the date of death may be exercised by the legal heirs of the optionee from the date of death until the expiration of the stated term of the option or six months from the date of death, whichever event first occurs. In the event of disability of the optionee, any incentive stock options shall expire on the stated date that the Option would otherwise have expired or 12 months from the date of disability, whichever event first occurs. The termination and other provisions of a non-statutory stock option shall be fixed by the board of directors at the date of grant of each respective option.

*Common Stock Award.* Common stock awards are shares of common stock that will be issued to a recipient at the end of a restriction period, if any, specified by the board if he or she continues to be an employee, director or consultant of us. If the recipient remains an employee, director or consultant at the end of the restriction period, the applicable restrictions will lapse and we will issue a stock certificate representing such shares of common stock to the participant. If the recipient ceases to be an employee, director or consultant of us for any reason (including death, disability or retirement) before the end of the restriction period unless otherwise determined by the board, the restricted stock award will be terminated.

### Awards

As of December 31, 2018, the Company has granted under the Plans a total of 39,925,000 options and outside the Plans a total of 2,075,000 options or a total of options to purchase 42,000,000 shares of the Company's Common Stock with a weighted average exercise price of \$0.10 per share. The board has granted options with varying terms. The Company has also granted to various officers, directors and employees of Advangelists, warrants to purchase an aggregate of 130,000,000 shares at varying terms.

It is not possible to predict the individuals who will receive future awards under the Plans or outside the Plans or the number of shares of Common Stock covered by any future award because such awards are wholly within the discretion of the Board. The table below contains information as of December 31, 2018 on the known benefits provided to certain persons and group of persons who own options under or outside the Plans.

	<b>Number of Shares Subject to Options/Warrants</b>	<b>Average Exercise Price (\$) per Share</b>	<b>Value of Unexercised Options/ Warrants at Dec. 31, 2018 (1)</b>
Dean L. Julia	9,900,000	0.06	\$ 791,000
Sean McDonnell	1,200,000	0.06	\$ 98,000
Sean Trepeta	6,700,000	0.06	\$ 543,000
Thomas Arnost	8,208,333	0.08	\$ 492,917
Paul Bauersfeld	7,000,000	0.06	\$ 570,000
Deepanker Katyal	51,406,875	0.14	0.00
Six Executive Officers as a group	84,415,208	0.11	\$ 2,494,917

(1) Value is normally calculated by multiplying (a) the difference between the market value per share at period end (i.e. \$0.14 based upon a last sale on (or the last trade date before) December 31, 2018) and the option exercise price by (b) the number of shares of Common Stock underlying the option.

In the past, the Company has granted certain employees and consultants, stock awards for services for the prior year with vesting to occur after the passage of an additional 12 months. These awards totaled 45,000 Shares for 2008, subject to continued services with the Company through December 31, 2009. These awards totaled 51,000 Shares for 2009 subject to continued services with the Company through December 31, 2010. These awards totaled 105,000 Shares for 2010 subject to continued services with the Company through December 31, 2011. These awards totaled 45,000 shares for 2011, subject to continued services with the Company through December 31, 2012. A total of 203,500 shares were issued under the 2005 Plan pursuant to the stock award program described above (net of cancellations). No stock awards were granted in fiscal 2012 through fiscal 2018.

#### Eligibility

Our officers, employees, directors and consultants of Mobiquity and our subsidiaries are eligible to be granted stock options, and common stock awards.

#### Termination or Amendment of the Plans

The board may at any time amend, discontinue, or terminate all or any part of the Plans, provided, however, that unless otherwise required by law, the rights of a participant may not be impaired without his or her consent, and provided that we will seek the approval of our stockholders for any amendment if such approval is necessary to comply with any applicable federal or state securities laws or rules or regulations.

#### Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The following table sets forth certain information regarding beneficial ownership of our voting stock as of December 31, 2018 by:

- each person or group of affiliated persons known by us to be the beneficial owner of more than 5% of any class of our voting stock;
- each "named executive officer" of the Company,
- each of our directors; and
- all executive officers and directors as a group.

Unless otherwise noted below, the address of each person listed on the table is c/o Mobiquity Technologies, Inc. at the address set forth herein. To our knowledge, each person listed below has sole voting and investment power over the shares shown as beneficially owned except to the extent jointly owned with spouses or otherwise noted below.

Beneficial ownership is determined in accordance with the rules of the SEC. The information does not necessarily indicate ownership for any other purpose. Under these rules, shares of stock which a person has the right to acquire (i.e., by the exercise of any option or the conversion of such person's outstanding Preferred Stock) within 60 days after December 31, 2018 are deemed to be beneficially owned and outstanding for purposes of calculating the number of shares and the percentage beneficially owned by that person. However, these shares are not deemed to be beneficially owned and outstanding for purposes of computing the percentage beneficially owned by any other person. The percentage of shares owned as of December 31, 2018 is based upon 557,337,704 shares of Common Stock outstanding on that date.

Name and Address of Beneficial Owner	Shares of Common Stock	Number of Shares Underlying Convertible Preferred Stock, Options and Warrants	Total Shares Beneficially Owned	Percentage of Shares Beneficially Owned (%)
<i>Stockholders</i>				
Clyde Berg/Carl Berg (1)	7,683,333	136,053,400	143,736,733	20.7
Glen Eagles Acquisitions LP	165,000,000	0	165,000,000	29.6
Gopher Protocol, Inc.	50,000,000	200,000,000	250,000,000	33.0
Lokesh Mehta	0	50,171,875	50,171,875	8.3
<i>Directors and Executive Officers</i>				
Paul Bauersfeld	100,000	7,000,000	7,100,000	1.3
Dean L. Julia	953,500	9,900,000	10,853,500	1.9
Sean Trepeta	1,010,001	7,150,001	8,160,002	1.4
Sean McDonnell	166,667	1,333,334	1,500,001	*
Thomas Arnost	60,082,120	8,208,355	68,290,455	12.1
Gene Salkind	3,283,355	300,000,000	303,283,355	35.4
Anthony Iacovone	15,084,700	1,250,000	16,334,700	2.9
Deepanker Katyal	0	51,406,875	50,406,875	8.4
All Officers and directors as a group (seven persons) (9)	80,680,343	386,248,565	466,928,908	49.5

\* Less than one percent.

(1) Clyde Berg directly owns 4,966,667 shares and Berg & Berg Enterprises directly owns 2,050,000 shares. The Clyde J. Berg Trust owns 666,666 shares of common stock. Berg & Berg Enterprises also owns 680,267 shares of Series AAA Preferred Stock which are convertible into 68,026,670 shares of common stock and a like number of warrants.

The foregoing table does not include shares of common stock purchase by Dr. Gene Salkind and Anthony Iacovone purchased from the Company in March and April 2019. It also does not include options to purchase 25 million, 10 million and 10 million shares granted to Messrs. Julia, Trepeta and Bauersfeld on April 2, 2019.

Securities Authorized for Issuance under Equity Compensation Plans.

The following summary information is as of December 31, 2018 and relates to our various stock option plans described elsewhere herein pursuant to which we have granted options to purchase our common stock:

	(a)	(b)	(c)
Plan category	Number of shares of common stock to be issued upon exercise of outstanding options	Weighted average exercise price of outstanding options(1)	Number of securities remaining available for future issuance under equity compensation plans (excluding shares reflected in column (a)(2))
2005, 2009, 2016, 2018, 2019			

(1) Options are exercisable at a price range of \$0.03 to \$0.75 share.

(2) We have five stock plans with 1144,000,000 shares authorized as of April 2, 2019. The 60,000,000 shares underlying the 2019 Plan require stockholder approval on or before April 2, 2020 in order to grant incentive stock options. We have previously issued 203,500 shares under the Plan. No additional options may be issued under our 2005 Plan.

Item 13. Certain Relationships and Related Transactions and Director Independence.

We describe below all transactions and series of similar transactions, other than compensation arrangements, during our last three fiscal years, to which we were a party or will be a party in which:

- the amounts exceeded or will exceed \$120,000; and
- any of our directors, executive officers or holders of more than 5% of our capital stock, or any member of the immediate family of the foregoing persons, had or will have a direct or indirect material interest.

Compensation arrangements for our directors and named executive officers are described elsewhere in this Form 10-K/A.

**Loan Agreements and Various Transactions**

Prior to the February 28, 2017 sale of secured debt, the Company's holders of all of its Series AA preferred stock and substantially all of its outstanding debt both secured and unsecured (approximately \$14.5 million) have been converted into equity securities of the Company as outlined below. It should be noted that the capital transactions below were based on a premium to the average closing sale price of \$0.045 per share during the 60-day period prior to February 08, 2017.

On February 28, 2017, the Company entered into an agreement with two then non-affiliated persons to provide \$1.6 million of short term secured debt financing in three monthly tranches. Dr. Salkind purchased \$1.5 million of these notes and he later became a director on January 2, 2019. The Company issued in connection with each tranche, a six-month secured convertible promissory note. In connection with this transaction, the Company agreed to issue an origination fee of 3,200,000 warrants. Alexander Capital L.P. acted as Placement Agent and Advisor for this transaction. In August, September and October 2017, the noteholders exchanged their \$1,600,000 of notes that were coming due in August through October 2017 plus a 30% premium and accrued interest for new six-month notes in the principal amount of \$2,184,000. As additional consideration for the exchange, the Company issued 533,334 shares of common stock.

In February 2017, the Company debt holders converted \$3,672,000 of notes being converted at 0.05 per share into 73,440,000 shares of common stock.

In February 2017, the Company reported that substantially all of its outstanding debt both secured and unsecured have been converted into equity securities of the Company as outlined below. It should be noted that the capital transactions below were based on a premium to the average closing sale price of \$0.045 per share during the 60 day period prior to February 08, 2017. The Company had outstanding 882,588 shares of newly designated Series AAA preferred stock and \$1,350,000 of convertible notes. The convertible notes consisted of \$1,200,000 of secured notes and \$150,000 of unsecured notes. The 882,588 shares of Series AAA preferred stock were issued in exchange for the conversion of principal and accrued interest of approximately \$9,147,891 of unsecured debt. This conversion resulted in a loss on extinguishment of debt of \$2,706,197. Between August and December 2017, the Company issued \$3,234,000 of secured notes due in six months to various investors. The notes are convertible at \$.05 per share through the maturity date, subject to adjustment in the event of default. A total of 3,234,000 origination shares of common stock were issued to the noteholders. Thomas Arnost, Chairman of the Company, invested \$100,000 in the loan transaction. The terms of the Series AAA preferred stock can be summarized as follows:

The price of each preferred share shall be, at the option of the holder, convertible into 100 shares of Common Stock. If the preferred shares are converted, the subscriber will then receive 100% warrant coverage, with each warrant exercisable at \$.05 per share with a cash payment to the Company through the close of business on December 31, 2019. The preferred shares have no voting or other preferences except as required by law other than the right of conversion described above and a liquidation preference equal to \$.01 per share.

In February 2017, Thomas Arnost, our Executive Vice Chairman, and another principal stockholder agreed to convert letters of credit in the principal amount of \$2,700,000 and \$322,000 of secured debt into shares of common stock at the then marketing price of \$.05 per share. Accrued interest on these obligations were either previously converted into our common stock or were upon conversion of the principal, converted into common stock at the fair market value of our common stock at each interest accrual date.

In the first quarter of 2018, the Company entered into agreements to provide \$1,000,000 of short term secured debt financing in four monthly tranches. Dr. Gene Salkind made these investments and he would become a director of the Company on January 1, 2019. The Company will issue in connection with each tranche, a six-month secured convertible promissory note. In connection with this transaction, the Company agreed to issue an origination fee of 1,000,000 shares of restricted common stock. Alexander Capital L.P. acted as Placement Agent and Advisor for this transaction. Each of these new notes are on the terms of the Company's 10% Senior Secured debt.

In the second quarter of 2018, the Company borrowed \$375,000, including \$125,000 from Thomas Arnost, Chairman, and \$250,000 from two non-affiliated persons. The investors received 3,500,000 shares of common stock each as an origination fee and in lieu of interest.

#### Shares issued for services

During the year ended December 31, 2017, the Company issued 5,038,332 shares of common stock, at \$0.05 to \$0.13 per share for \$406,454 in exchange for services rendered. During the year ended December 31, 2018, the Company issued 24,725,000 shares of common stock, at \$0.04 to \$0.15 per share for \$2,269,740 in exchange for services rendered.

### Shares issued for interest

During the year ended December 31, 2017, the Company issued 9,002,164 common shares, at \$0.04 to \$0.09 per share, valued at \$494,492 and AAA preferred shares of 47,588, at \$10.00 per share, valued at \$475,841 as payment of interest. During the year ended December 31, 2018, no shares were issued for interest.

During the year ended December 31, 2018, the Company issued 11,500,000 common stock at a price per share between \$0.03 and \$0.05 for original issue discount on receipt of \$406,375 in unsecured convertible promissory notes.

As of September 30, 2018, the Company's 10% Senior Secured Debt consists of 19 convertible notes issued totaling \$4,234,000. These notes mature 6 months from the date of issuance, accrue interest at 10%, and had a base conversion price of \$0.05. As of September 30, 2018, the 10% Senior Secured Debt notes were in default for breach of covenants due to notes which have matured during the period not being settled. The default on these notes triggered an increase in the interest rate from 10% to 24% on the principal balance, a 9% late fee being charged on interest accrued, and a variable conversion price equal to 50% of the lowest volume weighted average price in the 30 days prior to conversion. On February 27, 2018, the Company reduced the base conversion price from \$0.05 to \$0.02. The Company accounted for this modification per ASC 470-50 "Modifications and Extinguishments". Due to the variable rate in effect from the default provisions of the 10% Senior Secured Debt notes this reduction in base conversion price had no material change on the value of the notes. In the fourth quarter of 2018, the aforementioned secured indebtedness and the \$375,000 of loans that were made in the second quarter of 2018 and described in Note 4 above were converted into 158,632,999 shares of common stock and 1,500 shares of Series C Preferred Stock. The Series C Preferred Stock is also owned by Dr. Gene Salkind who became a director on January 1, 2019. Of the 158,632,999 shares issued, 50,000,000 common shares and 1,500 Series C Preferred stock were issued to Dr. Salkind, 17,543,346 shares were issued to Thomas Arnost, Chairman of the Board, and 10,984,700 shares were issued to Anthony Iacovone, who also became a director of the Company on January 1, 2019.

In September 2018, the Company entered into a strategic investment transaction with Glen Eagles Acquisitions LP ("GEA"). As part of the strategic investment, the Company received 4,500,000 shares of Gopher Protocol Inc. common stock (traded in the OTC Market under the symbol "GOPH") and \$460,000 in exchange for 150,000,000 shares of its restricted common stock. There was also an origination fee of 15,000,000 shares of its restricted common stock paid to GEA by the Company in connection with this transaction. There were no commissions or finder's fees paid by the Company in connection with this transaction.

In September 2018, Gopher Protocol Inc. (the "Gopher") and the Company entered an Agreement (the "MOBQ Agreement") pursuant to which the parties exchanged equity interest in each of the companies. In accordance with the Agreement, Gopher will receive 1,000 shares of the Company's restricted Series AAAA Preferred Stock (the "the Company Preferred Stock") in consideration of Gopher's concurrent sale and issuance to the Company of 10,000,000 shares of Gopher's restricted Common Stock (the "Gopher Common Stock"). The shares of Company Preferred Stock are convertible into an aggregate of up to 100,000,000 shares of the Company common stock (the "Company Common Stock") and 150,000,000 common stock purchase warrants (the "Company Warrants"). The Company Warrants shall have a term of 5-years from the date of grant and shall be exercisable at a price of \$0.12 per share and the shares of the Company Preferred Stock shall not be convertible into shares of the Company Common Stock and the Company Warrants shall not be contemporaneously granted until after the Company's Board of Directors and stockholders shall have increased the authorized number of shares of the Company's common stock to a number sufficient to accommodate a reserve in Gopher's favor of 250,000,000 shares of the Company's common stock. The Company Preferred Stock shall have immediate voting rights equal to the number of shares of the Company Common Stock into which they may be converted, not including the shares of the Company's common stock underlying the Company Warrants (the "Company Warrant Shares"). A fee of 10,000,000 shares of the Company's common stock and warrants to purchase 15,000,000 shares was issued in connection with the transaction. The closing occurred on September 4, 2018.

The Company agreed that for a period beginning immediately upon the six (6)-month anniversary of the date hereof and ending on the twenty-four (24)-month anniversary of the date hereof (the "Leak-Out Period"), The Company shall have the right to sell or otherwise transfer into the public markets on any given day up to 20,000 shares of Gopher Common Stock. The Company may transfer all or a portion of the shares of Gopher Common Stock otherwise at any time, so long as the receiving party adheres to the above Leak-Out Period.

In the fourth quarter of 2018, Gopher converted 200 shares of its Series AAAA Preferred Stock into 20,000,000 shares of common stock and warrants to purchase 30,000,000 shares at an exercise price of \$.12 per share. The 30,000,000 warrants were converted in a cashless exercise transaction in which Gopher submitted to the Company 10,000,000 shares of its common stock valued at \$3,600,000 in full payment of the warrants.

In the fourth quarter of 2018, the Company received equity subscription agreements totaling \$960,000, which include 50% warrant coverage, at an exercise price of \$0.12 with an expiration date of September 30, 2023. The Company issued 16,000,001 shares of common stock and 8,000,000 warrants in connection with these transactions. Of the \$960,000, \$200,000 was invested by Thomas Arnost, Chairman of the Board.

#### Options and Warrants

Mobiquity issued warrants for 107,753,750 shares of Mobiquity common stock at an exercise price of \$0.14 per share, and, subject to the vesting threshold described below, Mobiquity transferred 9,209,722 shares of Gopher Protocol, Inc. common stock, to the pre-merger Advangelists members. The Gopher common stock was unvested at the time of transfer subject to vesting in February 2019 only if Advangelists' combined revenues for the months of December 2018 and January 2019 were at least \$250,000. The vesting threshold was met.

#### Consulting Agreements

Upon consummation of the Merger, Mobiquity entered into consulting agreements (the "Consulting Agreements") with certain employees and contractors of Advangelists (the "Consultants"), pursuant to which Mobiquity (i) issued to the Consultants warrants to purchase an aggregate of 22,246,250 shares of its common stock and (ii) agreed to transfer to the Consultants an aggregate of 1,901,389 shares of common stock of Gopher Protocol Inc. The terms of the Consultant's warrants are substantially similar to the terms of the warrants issued in the merger. The foregoing description of the Consulting Agreements are not complete and is subject to, and qualified in its entirety by, the full text of form of Consulting Agreement, a copy of which is denoted as Exhibit 10.1 to this Report, the terms of which are incorporated into this Report by reference.

#### Subsequent Event

In the first quarter of 2019, the Company received an aggregate of \$549,000 through the sale of common stock for a total of 8,081,053 shares of common stock were issued in these transactions.

#### **Executive Compensation**

Please see "Executive Compensation" for information regarding compensation of directors and executive officers.

#### **Employment Agreements**

We have entered into various employment agreements as described under Item 11. These agreements also provide for us to indemnify such officers and/or directors to the maximum extent permitted by law. We also carry directors' and officers' liability insurance which protects each of our officers and directors up to the policy maximum of \$4.0 million, subject to a deductible of \$100,000 for securities claims and \$75,000 for other claims. For more information regarding our employment agreements and indemnification provisions, see "Executive Compensation."

## Separation Agreement – Michael D. Trepeta

In April 2017, Michael Trepeta entered into a separation agreement with the Company pursuant to which he resigned as an executive officer and director. Pursuant to Michael Trepeta's separation agreement, Mr. Trepeta was entitled to the following benefits:

- Six months' coverage under the Company's existing director/officer insurance policy;
- Indemnification per existing employment agreement;
- Expense reimbursement through May 31, 2017;
- All options vested shall continue until their normal expiration date; and
- Mutual releases.

## Policies for Approval of Related Party Transactions

Our board of directors reviews and approves transactions with directors, officers and holders of 5% or more of our voting securities and their affiliates, or each, a related party. Prior to the filing of this Form 10-K/A, the material facts as to the related party's relationship or interest in the transaction are disclosed to our board of directors prior to their consideration of such transaction.

## Director Independence

Reference is made to "Item 10" for details pertaining to independent directors on the Company's board of directors as of the filing date of this Form 10-K/A.

## Item 14. Principal Accountant Fees and Services.

Sadler, Gibb & Associates, LLC was the Company's public auditors until a change in auditors occurred on July 12, 2018. On July 16, 2018 the Company engaged BF Borgers CPA PC as our registered independent public accountants. Their fees are described in the table below.

	Year Ended December 31,	
	2017	2018
Audit fees	\$ 59,629	\$ 48,600
Audit- related fees	21,490	25,800
Tax fees	–	–
All other fees	–	5,663
Total fees	<u>\$ 81,119</u>	<u>\$ 80,063</u>

## **Policy on Board Pre-Approval of Services of Independent Registered Public Accounting Firm**

Our Board has responsibility for appointing, setting compensation and overseeing the work of the independent registered public accounting firm. In recognition of this responsibility, the Board has established a policy to pre-approve all audit and permissible non-audit services provided by the independent registered public accounting firm. Prior to engagement of the independent registered public accounting firm for the following year's audit, management will submit to the Board for approval a description of services expected to be rendered during that year for each of following categories of services:

*Audit services* include audit work performed in the preparation and audit of the annual financial statements, review of quarterly financial statements, reading of annual, quarterly and current reports, as well as work that generally only the independent auditor can reasonably be expected to provide, such as the provision of consents and comfort letters in connection with the filing of registration statements.

*Audit-related services* are for assurance and related services that are traditionally performed by the independent auditor, including due diligence related to mergers and acquisitions and special procedures required to meet certain regulatory requirements.

*Tax services* consist principally of assistance with tax compliance and reporting, as well as certain tax planning consultations.

*Other services* are those associated with services not captured in the other categories. We generally do not request such services from our independent auditor.

Prior to the engagement, the Board pre-approves these services by category of service. The fees are budgeted, and the Board requires the independent registered public accounting firm and management to report actual fees versus the budget periodically throughout the year by category of service. During the year, circumstances may arise when it may become necessary to engage the independent registered public accounting firm for additional services not contemplated in the original pre-approval. In those instances, the Board requires specific pre-approval before engaging the independent registered public accounting firm.

The Board may delegate pre-approval authority to one or more of its members. The member to whom such authority is delegated must report, for informational purposes only, any pre-approval decisions to the audit Board at its next scheduled meeting.

None of the services described above provided by our auditors were approved by the Board pursuant to paragraph (c)(7)(i)(C) of Rule 2-01 of Regulation S-X.

PART IV

Item 15. Exhibits, Financial Statement Schedules

(a) FINANCIAL STATEMENTS

The following documents are filed under ITEM 8. FINANCIAL STATEMENTS and are included as part of the original Form 10-K filed on April 1, 2019 as the financial statements of the Company for the years ended December 31, 2018 and 2017:

Reports of Independent Registered Public Accounting Firms  
Consolidated Balance Sheets  
Consolidated Statements of Operations  
Consolidated Statement of Stockholders' Equity  
Notes to Consolidated Financial Statements

(b) EXHIBITS

Exhibit Number	Exhibit Title
2.1	<a href="#">Agreement and Plan of Merger – Advangelists LLC</a> (25)
2.2	<a href="#">First Amendment to Exhibit 2.1</a> (25)
3.1	<a href="#">Certificate of Incorporation filed March 26, 1998</a> (1)
3.2	<a href="#">Amendment to Certificate of Incorporation filed June 10, 1999</a> (1)
3.3	<a href="#">Amendment to Certificate of Incorporation approved by stockholders in 2005</a> (1)
3.4	<a href="#">Amendment to Certificate of Incorporation dated September 11, 2008</a> (11)
3.5	<a href="#">Amendment to Certificate of Incorporation dated October 7, 2009</a> (11)
3.6	<a href="#">Amendment to Certificate of Incorporation dated May 18, 2012</a> (11)
3.7	<a href="#">Amendment to Certificate of Incorporation dated September 10, 2013</a> (17)
3.8	<a href="#">Amended By-Laws</a> (1)
3.9	<a href="#">2014 Amendment to By-Laws</a> (19)
3.10	<a href="#">Amendment to Certificate of Incorporation filed December 22, 2015</a> (23)
3.11	<a href="#">Amendment to Certificate of Incorporation dated March 24, 2016</a> (21)
3.12	<a href="#">Amendment to Certificate of Incorporation</a> (22)
3.13	<a href="#">Amendment to Certificate of Incorporation – September 2018</a> (26)
3.14	<a href="#">Amendment to Certificate of Incorporation – February 2019</a> (26)
3.15	<a href="#">Amendment to Certificate of Incorporation – December 17, 2018</a> (26)
3.16	<a href="#">Amendment to Certificate of Incorporation – December 4, 2018</a> (26)
4.1	<a href="#">Registration Rights Agreement</a> (18)
10.1	<a href="#">Employment Agreement - Michael Trepeta</a> (2)
10.2	<a href="#">Employment Agreement - Dean Julia</a> (2)
10.3	Amendments to Employment Agreement - Michael Trepeta <a href="#">(5)</a> <a href="#">(7)</a>
10.4	Amendments to Employment Agreement - Dean L. Julia <a href="#">(5)</a> <a href="#">(7)</a>
10.5	<a href="#">Amendment to Exhibits 10.3 and 10.4 dated April 7, 2010</a> (10)
10.6	<a href="#">Amendment to Employment Agreement – Dean L. Julia</a> (11)
10.7	<a href="#">Amendment to Employment Agreement – Michael D. Trepeta</a> (11)
10.8	<a href="#">Amendment to Dean L. Julia's Employment Agreement</a> (16)
10.9	<a href="#">Amendment to Michael D. Trepeta's Employment Agreement</a> (16)
10.10	<a href="#">Employment Agreement – Sean Trepeta</a> (19)
10.11	<a href="#">Employment Agreement – Paul Bauersfeld</a> (19)
10.12	<a href="#">Employment Agreement – Thomas Arnost</a> (20)
10.13	<a href="#">Separation Agreement with Michael D. Trepeta</a> (24)
10.14	<a href="#">Form of Consulting Agreement and Form of Warrant to purchase common stock – Deepankar Katyal</a> (25)
10.15	<a href="#">Employment Agreement dated April 2, 2019 – Dean L. Julia</a> (*)
10.16	<a href="#">Employment Agreement dated April 2, 2019 – Sean Trepeta</a> (*)
10.17	<a href="#">Employment Agreement dated April 2, 2019 – Paul Bauersfeld</a> (*)
10.18	<a href="#">Employment Agreement dated December 7, 2018 – Deepankar Katyal</a> (*)

11.1	<a href="#">Statement re: Computation of per share earnings. See Statement of Operations and Notes to Financial Statements</a>
14.1	<a href="#">Code of Ethics/Code of Conduct</a> (Incorporated by reference to Form 10-K for the year ended December 31, 2014)
21.1	<a href="#">Subsidiaries of the Issuer</a> (26)
31.1	<a href="#">Rule 13a-14(a) Certification in accordance with Section 302 of the Sarbanes-Oxley Act of 2002</a> (*)
31.2	<a href="#">Rule 13a-14(a) Certification in accordance with Section 302 of the Sarbanes-Oxley Act of 2002</a> (*)
32.1	<a href="#">Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a> (*)
32.2	<a href="#">Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a> (*)
99.1	<a href="#">2005 Employee Benefit and Consulting Services Compensation Plan</a> (2)
99.2	<a href="#">Amendment to 2005 Plan</a> (4)
99.3	<a href="#">2009 Employee Benefit and Consulting Services Compensation Plan</a> (3)
99.4	<a href="#">2018 Employee Benefit and Consulting Services Compensation Plan</a> . (Incorporated by reference to Definitive Proxy Statement filed with the SEC on January 11, 2019.)
101.INS	XBRL Instance Document (26)
101.SCH	Document, XBRL Taxonomy Extension (26)
101.CAL	Calculation Linkbase, XBRL Taxonomy Extension Definition (26)
101.DEF	Linkbase, XBRL Taxonomy Extension Labels (26)
101.LAB	Linkbase, XBRL Taxonomy Extension (26)
101.PRE	Presentation Linkbase (26)

\* Filed herewith.

- (1) Incorporated by reference to Registrant's Registration Statement on Form 10-SB as filed with the Commission on February 10, 2005.
- (2) Incorporated by reference to Registrant's Registration Statement on Form 10-SB/A filed with the Commission March 21, 2005.
- (3) Incorporated by reference to Form 10-K filed for the fiscal year ended December 31, 2009.
- (4) Incorporated by reference to the Registrant's Form 10-QSB/A filed with the Commission on August 15, 2005.
- (5) Incorporated by reference to the Registrant's Form 10-KSB for its fiscal year ended December 31, 2005.
- (6) Left blank intentionally.
- (7) Incorporated by reference to the Registrant's Form 8-K dated September 21, 2007.
- (8) Left blank intentionally.
- (9) Left blank intentionally.
- (10) Incorporated by reference to the Registrant's Form 10-Q for the quarter ended June 30, 2011.
- (11) Incorporated by reference to the Registrant's Form 10-K for its fiscal year ended December 31, 2012.
- (12) Left blank intentionally.
- (13) Left blank intentionally.
- (14) Left blank intentionally.
- (15) Left blank intentionally.
- (16) Incorporated by reference to Form 8-K filed June 6, 2013.
- (17) Left blank intentionally.
- (18) Left blank intentionally.
- (19) Incorporated by reference to Form 8-K filed with the SEC on December 24, 2014.
- (20) Incorporated by reference to Form 8-K dated December 19, 2014.
- (21) Incorporated by reference to Form 8-K dated March 24, 2016.
- (22) Incorporated by reference to Form 8-K dated March 1, 2017.
- (23) Incorporated by reference to Form 10-K for the fiscal year ended December 31, 2015.
- (24) Incorporated by reference to Form 10-K for the fiscal year ended December 31, 2016.
- (25) Incorporated by reference to Form 8-K dated December 11, 2018.
- (26) Incorporated by reference to Form 10-K for the fiscal year ended December 31, 2018.

(c) FINANCIAL STATEMENT SCHEDULES

We are not filing any financial statement schedules as part of this Form 10-K because such schedules are either not applicable or the required information is included in the financial statements or notes thereto.

## SIGNATURES

Pursuant to the requirements Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

MOBIQUITY TECHNOLOGIES, INC.

By: /s/ Dean L. Julia  
Dean L. Julia,  
Principal Executive Officer

Dated: Garden City, New York  
April 26, 2019

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Dean L. Julia</u> Dean L. Julia	Principal Executive Officer, President and Director	April 26, 2019
<u>/s/ Sean McDonnell</u> Sean McDonnell	Principal Financial Officer	April 26, 2019
<u>/s/ Sean Trepeta</u> Sean Trepeta	Director	April 26, 2019
<u>/s/ Thomas Arnost</u> Thomas Arnost	Chairman of the Board	April 26, 2019
<u>/s/ Gene Salkind</u> Dr. Gene Salkind	Director	April 26, 2019
<u>/s/ Anthony Iacovone</u> Anthony Iacovone	Director	April 26, 2019
<u>/s/ Deepanker Katyal</u> Deepanker Katyal	Director	April 26, 2019

Dean L. Julia, Sean Trepeta, Thomas Arnost, Dr. Gene Salkind, Anthony Iacovone and Deepanker Katyal represent all the current members of the Board of Directors.

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (this "Agreement") dated as of April 02, 2019, by and between MOBIQUITY TECHNOLOGIES, INC., a New York corporation having an office at 35 Torrington Lane, Shoreham, NY 11786 ("Company") and DEAN JULIA ("Julia") with an office at 61 Broadway, Suite 1105, New York, NY 10006.

W I T N E S S E I H:

WHEREAS, Company desires to engage the services of Julia and Julia desires to provide the services to Company in connection with Company's business; and

WHEREAS, both parties desire to clarify and specify the rights and obligations which each have with respect to the other in connection with Julia's services.

NOW, THEREFORE, in consideration of the agreements and covenants herein set forth, the parties hereby agree as follows:

1. EMPLOYMENT

Julia hereby agrees to be employed by Company as the Chief Executive Officer of Company, and Julia hereby agrees to render his services as Company's Chief Executive Officer for the Term (as hereinafter defined), all subject to and on the terms and conditions herein set forth.

2. DUTIES AND RESPONSIBILITIES OF JULIA

(a) Julia will be the Chief Executive Officer of Company, subject to the other provisions of this Section 2. Although Julia shall be required to travel from time to time, Julia's primary office shall be based in New York City or the surrounding area. Julia shall not be required to relocate from the New York City metropolitan area without Julia's prior written consent, which consent may be withheld by Julia in his absolute discretion.

(b) Julia shall be elected to the Board of Directors of the Company (the "Board") and during the Term shall be nominated for re-election to the Board.

(c) During the term of this Agreement, Julia will exercise such authority, perform such executive duties and functions and discharge such responsibilities as he deems appropriate as are customarily vested in an officer of a public company with said title, including, authority with respect to among other matters, purchasing, pricing, sales and the hiring, compensating and discharging of employees, financing arrangements, all subject to the overall authority of the Board of Directors of the Company consistent with the By-Laws of the Company. As such, Julia shall be primarily responsible for the direction and management of the current and future affairs and business of the Company. Julia shall use his best efforts to maintain and enhance the business and reputation of Company and shall perform such other duties commensurate with his position as may, from time to time, be designated to Julia by the Board.

### 3. EXCLUSIVITY OF SERVICE

The Company agrees that Julia shall be required to devote the necessary business time, effort and attention to the business and efforts of the Company and its subsidiaries as he deems necessary for the performance of his duties. Julia may pursue other outside business interests that are not related to the same business as Mobiquity Technologies, as long as it does not interfere with the everyday responsibilities of Mobiquity Technologies.

### 4. COMPENSATION; BONUS

(a) In consideration for Julia's services to be performed under this Agreement and as compensation therefor, Company shall pay to Julia, commencing as of the date set forth above, in addition to all other benefits provided for in this Agreement, a base salary at the rate of Three Hundred Sixty (\$360,000) Dollars per annum, (the "Julia Base Salary"). All payments of Julia Base Salary shall be payable in biweekly installments or otherwise in accordance with Company's policies.

(b) In addition to the Julia Base Salary, Julia shall be entitled to a quarterly bonus (the "Quarterly Bonus") of at least 1% of Gross Revenue (as defined under generally accepted accounting principles) for each completed fiscal quarter, so long as Gross Revenue meets or exceeds seventy-five (75%) percent of managements stated goal (See exhibit A). The Quarterly Bonus, shall be paid no later than fourteen (14) days from Company's filing of the form 10-Q, either in cash, common stock or stock options, at the election of Julia. Should this Agreement be terminated prior to the end of any fiscal year for any reason other than that provided in paragraph 9(a), a pro rata portion of the Quarterly Bonus shall be paid within 30 days of such termination. For each subsequent calendar year the Company's Board of Directors, will confirm a new revenue goal for the upcoming year and that goal will be added to Exhibit A for the purpose of calculating the Quarterly Bonus.

(c) In the event that the Company is acquired through a board of directors approved (i)change in control of at least 50% of the outstanding voting stock or (ii) the sale of all or substantially all of the assets, Julia shall be entitled to receive a payment in-kind equal to three (3%) percent of the consideration paid in connection with said transaction.

### 5. BENEFITS AND INDEMNIFICATION

Julia shall be entitled to the following during and in respect of the term of this Agreement:

(a) As a signing bonus, Company shall grant Julia, Twenty-Five Million (25,000,000) Shares of common share or stock options, at the election of Julia.

(b) Company shall provide Julia with hospitalization, medical and dental insurance coverage and 401(k) benefits as is customary for other senior officers of the Company.

(c) Julia shall be entitled to six weeks paid vacation to be taken at times mutually and reasonably agreed upon by Julia and Company in addition to all other holidays established as part of Company's standard practices. Unused vacation time can carry forward to the next year or be exchanged for cash.

(d) Julia shall each be entitled to reimbursement for all reasonable travel, reasonable entertainment and other reasonable expenses incurred in connection with Company's business, provided that such expenses are adequately documented and vouchered in accordance with Company's policies.

(e) The Company shall provide to Julia to the full extent provided for under the laws of the Company's state of incorporation and the Company's Certificate of Incorporation and Bylaws, indemnification for any claim or lawsuit which may be asserted against Julia when acting in such capacity for the Company and/or any subsidiary or affiliated business. The Company shall use reasonable best efforts to include Julia as an insured under all applicable directors' and officers' liability insurance policies maintained by the Company, and any other subsidiary or affiliated business.

(f) The Company shall provide Julia with the use of a Company leased or owned automobile with all expenses paid for by the Company.

#### 6. ADDITIONAL COMPENSATION

On April 1st of each year under this Agreement commencing April 1, 2020, Julia shall be entitled to receive (i) fully vested 10-year non-statutory options to purchase Five Million (5,000,000) Shares of Common Stock at an exercise price to be determined by the board, which may be discounted if permitted by the Stock Option Plan, but not greater than 100% of fair market value of the Company's Common Stock as of the close of business on the last business day of March immediately preceding the date of grant. Julia shall be also entitled to Company paid disability insurance and term life insurance for the benefit of his family in an amount to be fixed by the Board of Directors of the Company at a cost not to exceed \$15,000 per annum.

#### 7. TERM OF EMPLOYMENT

The term of Julia's employment hereunder shall be from the date hereof for a period of three (3) years (the "Term"), unless terminated prior thereto in accordance with Section 9 hereof. The Agreement shall be automatically renewed for a two-year term thereafter unless either party gives 90 days prior written notice of intent not to renew this Agreement prior to the end of the Term or extended term hereunder.

#### 8. NON-COMPETITION; NON-SOLICITATION

(a) Julia hereby agrees and covenants that during the Term hereof that he will not directly or indirectly engage in or become interested (whether as an owner, principal, member, partner, trustee, director, officer, employee or through the agency of any corporation, limited liability company, partnership, association or agent or otherwise) in any business enterprise which is engaged in the current business of the Company during the Term; PROVIDED, HOWEVER, that ownership of not more than 15% of the outstanding securities of any class of any entity that are listed or traded in the over-the-counter market shall not be considered a breach of this Section 8.

(b) Julia agrees and covenants that during the Term hereof he and his agents will not (without first obtaining the written permission of Company) directly or indirectly participate in the solicitation of any business of any type conducted by Company during the period of this Agreement from any person or entity which was a client or customer of Company during the period of this Agreement, or was a prospective customer of Company from which Julia solicited business or for which a proposal for submission was prepared during the period.

(c) Julia agrees and covenants that during the Term of this Agreement he will not (without first obtaining the written permission of Company) directly or indirectly recruit for employment, or induce or seek to cause such person to terminate his or her employment with Company, any person who then is an employee of Company or who was an employee of Company during the preceding six (6) months.

9. TERMINATION

(a) TERMINATION BY THE COMPANY WITH CAUSE. Notwithstanding the terms of this Agreement, Company may terminate this Agreement for cause ("Cause") in the event (i) of Julia's commission of an act involving fraud, embezzlement, or theft against the Company, or (ii) Julia shall be convicted of or plead nolo contendere to a felony or engages in other criminal conduct that could reasonably be expected to have a material adverse effect on the business, assets, properties, prospects, results of operations or financial condition of Company. In the event this Agreement is terminated pursuant to this Section 9(a), Julia's Base Salary shall terminate immediately upon such discharge, and Company shall have no further obligations to Julia except for payment and reimbursement for any monies due which right to payment or reimbursement accrued prior to such termination.

(b) DEATH OR DISABILITY. The Company may terminate this Agreement upon the disability or death of Julia by giving written notice to Julia. In the case of disability, such termination will become effective immediately upon the giving of such notice unless otherwise specified by the Company. For purposes of this Section 9(b), "disability" shall mean that for a period of more than four consecutive months in any 12-month period Julia is unable to perform the essential functions of his position because of physical, mental or emotional incapacity resulting from injury, sickness or disease. Upon any such termination, the Company shall be relieved of all its obligations under this Agreement, except for payment of the Julia Base Salary and Annual Bonus earned and unpaid through the effective date of termination. Nothing in this provision is intended to violate state or federal laws.

(c) TERMINATION BY JULIA. Julia may terminate this Agreement at any time by giving three months' prior written notice to the Company. The Company shall be relieved of all its obligations under this Agreement, except for payment of the Julia Base Salary and Annual Bonus earned and unpaid through the effective date of termination and those obligations in paragraph 5.

10. VIOLATION OF OTHER AGREEMENTS AND AUTHORITY

(a) Julia represents and warrants to Company that he is legally able to enter into this Agreement; that he is not prohibited by the terms of any agreement, understanding or policy from entering into this Agreement; that the terms hereof will not and do not violate or contravene the terms of any agreement, understanding or policy to which Julia is or may be a party, or by which Julia may be bound; that Julia is under no physical or mental disability that would materially interfere with the performance of his duties under this Agreement. Julia agrees that, as it is a material inducement to Company that Julia make the foregoing representations and warranties and that they be true in all material respects.

11. COMPANY AUTHORITY RELATIVE TO THIS AGREEMENT

The Company has the requisite corporate power and authority to execute and deliver this agreement and to consummate the transactions contemplated by this Agreement. The Board of Directors of the Company has duly authorized the execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated on its part by this Agreement, and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or for the Company to consummate the transactions contemplated by it. The Company has duly validly executed and delivered this Agreement and it is a valid and binding Agreement of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy or insolvency laws affecting creditors' rights generally and to general principles of equity.

12. NOTICES

Any and all notices, demands or requests required or permitted to be given under this Agreement shall be given in writing and sent, by registered or certified U.S. mail, return receipt requested, by hand, or by overnight courier, addressed to the parties hereto at their addresses set forth above or such other addresses as they may from time-to-time designate by written notice, given in accordance with the terms of this Section.

13. WAIVERS

No waiver by any party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof; nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.

14. PRESERVATION OF INTENT

Should any provision of this Agreement be determined by a court having jurisdiction in the premises to be illegal or in conflict with any laws of any state or jurisdiction or otherwise unenforceable, Company and Julia agree that such provision shall be modified to the extent legally possible so that the intent of this Agreement may be legally carried out.

15. ENTIRE AGREEMENT

This Agreement sets forth the entire and only agreement or understanding between the parties relating to the subject matter hereof and supersedes and cancels all previous agreements, negotiations, letters of intent, correspondence, commitments and representations in respect thereof among them, and no party shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement except as provided in this Agreement.

16. INUREMENT; ASSIGNMENT

The rights and obligations of Company under this Agreement shall inure to the benefit of and shall be binding upon any successor of Company or to the business of Company, subject to the provisions hereof. Neither this Agreement nor any rights or obligations of Julia hereunder shall be transferable or assignable by Julia.

17. AMENDMENT

This Agreement may not be amended in any respect except by an instrument in writing signed by the parties hereto.

18. HEADINGS

The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

20. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of New York, without giving reference to principles of conflict of laws. Each of the parties hereto irrevocably consents to the venue and exclusive jurisdiction of the federal and state courts located in the State of New York, County of New York. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS EMPLOYMENT AGREEMENT OR THE TRANSACTIONS CONTEMPLATED IN IT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY TO IT.

IN WITNESS WHEREOF, this agreement has been approved by the Compensation Committee of the Board of Directors of the Company and the parties hereto have caused this Agreement to be duly executed as of the date first above written.

MOBIQUITY TECHNOLOGIES, INC.

By: /s/ Sean McDonnell 4-2-19  
SEAN McDONNELL, CFO

/s/ Dean Julia  
DEAN JULIA

**Exhibit A**

**2019 Revenue Goal**

<b>Q1</b>		
Jan	\$	350,000
Feb	\$	375,000
Mar	\$	650,000
<b>Q2</b>		
Apr	\$	1,000,000
May	\$	1,000,000
Jun	\$	1,320,000
<b>Q3</b>		
Jul	\$	1,780,000
Aug	\$	1,940,000
Sep	\$	2,450,000
<b>Q4</b>		
Oct	\$	2,700,000
Nov	\$	3,250,000
Dec	\$	4,200,000
<b>Total</b>	<b>\$</b>	<b>21,015,000</b>

**EMPLOYMENT AGREEMENT**

**EMPLOYMENT AGREEMENT** (this "Agreement") dated as of April 02, 2019, by and between **MOBIQUITY TECHNOLOGIES, INC.**, a New York corporation (the "Company") having an office at 35 Torrington Lane, Shoreham, NY 11786 and Sean Trepeta ("Trepeta") having an address at 61 Broadway, suite 1105, New York, NY 11786.

**W I T N E S S E T H:**

**WHEREAS**, Company desires to engage the services of Trepeta and Trepeta desires to provide the services to Company as an employee in connection with Company's business; and

**WHEREAS**, both parties desire to clarify and specify the rights and obligations which each have with respect to the other in connection with Trepeta's services.

**NOW, THEREFORE**, in consideration of the agreements and covenants herein set forth, the parties hereby agree as follows:

**1. Employment**

Trepeta hereby agrees to be employed by Company as its President of Mobiquity Networks.

**2. Duties and Responsibilities of Trepeta**

Trepeta's duties and responsibilities shall be those assigned to him by the Board of Directors of the Company in addition to the following:

- Establish and manage procedures and process of Sales Department;
- Establish sales quota (monthly/quarterly/annually);
- Define Necessary Hires for Sales Department;
- Define Responsibilities for all employee within Sales Department;
- Oversee and Maintain Salesforce accuracy (Sales Pipeline); and
- Schedule Weekly Sales Department Meetings

### 3. Exclusivity of Service

The Company agrees that Trepeta shall be a full-time employee of the Company. Trepeta may pursue other outside business interests that are not related to the same business as the Company, as long as it does not interfere with the everyday responsibilities of the Company.

### 4. Compensation; Bonus

- (a) In consideration for Trepeta's services to be performed under this Agreement and as compensation therefor, Company shall pay to Trepeta, commencing as of the date set forth above, in addition to all other benefits provided for in this Agreement, a salary at the rate of Twenty Thousand (\$20,000) Dollars per month, (the "Trepeta Salary"). All payments of Trepeta Salary shall be payable in accordance with Company's policies.
- (b) Upon execution of this Agreement, Trepeta shall receive the grant of 10-year options to purchase Ten Million (10,000,000) Shares of Common Stock under Mobiquity Technologies, Inc.'s ("MTI") Stock Option Plan, with 35% vesting on the date hereof, 35% vesting twelve (12) months from the date hereof, and the remaining 30% vesting twenty-four (24) months from the date hereof. The exercise price of said options shall be the closing sale price of MTI's Common Stock on the date of grant.
- (c) In addition to the Trepeta Base Salary, Trepeta shall be entitled to a quarterly bonus (the "Quarterly Bonus") of 1% of Gross Revenue (as defined under generally accepted accounting principles) for each completed fiscal quarter, so long as Gross Revenue meets or exceeds managements stated goal (See exhibit A). The Quarterly Bonus, shall be paid no later than fourteen (14) days from Company's filing of the form 10-Q, either in cash, common stock or stock options, at the election of Trepeta. Should this Agreement be terminated prior to the end of any fiscal year for any reason other than that provided in paragraph 8, a pro rata portion of the Quarterly Bonus shall be paid within 30 days of such termination.

### 5. Reimbursements and Indemnification

Trepeta shall be entitled to the following during and in respect of the term of this Agreement:

(a) The Company shall provide to Trepeta to the full extent provided for under the laws of the Company's state of incorporation and the Company's Certificate of Incorporation and Bylaws, indemnification for any claim or lawsuit which may be asserted against Trepeta when acting in such capacity for the Company and/or any subsidiary or affiliated business. The Company shall use reasonable best efforts to include Trepeta as an insured under all applicable directors' and officers' liability insurance policies maintained by the Company, and any other subsidiary or affiliated business.

(b) Trepeta shall also be entitled to participation in the Company's health insurance for him and his family, three weeks paid vacation and three months' severance pay if terminated without cause.

## **6. Term of Employment**

Trepeta shall be considered an employee at will.

## **7. Non-Competition; Non-Solicitation**

(a) Trepeta hereby agrees and covenants that during the Term hereof that he will not directly or indirectly engage in or become interested (whether as an owner, principal, agent, stockholder, member, partner, trustee, venturer, lender or other investor, director, officer, employee, consultant or through the agency of any corporation, limited liability company, partnership, association or agent or otherwise) in any business enterprise which is engaged in the current business of the Company during the Term; provided, however, that ownership of not more than 15% of the outstanding securities of any class of any entity that are listed on a national securities exchange or traded in the over-the-counter market shall not be considered a breach of this Section 7.

(b) Trepeta agrees and covenants that during the Term of this Agreement and a period of one year thereafter, he will not (without first obtaining the written permission of Company) directly or indirectly recruit for employment, or induce or seek to cause such person to terminate his or her employment with Company, any person who then is an employee of Company or who was an employee of Company during the preceding twelve (12) months.

## **8. Termination**

Termination by the Company with Cause. The following shall be considered acts of cause which shall void any payment of severance pay to Trepeta. "Cause" is hereby defined as event (i) of Trepeta's commission of an act involving fraud, embezzlement, or theft against the property or personnel of Company, (ii) Trepeta shall be convicted of, or plead nolo contendere to a felony or engages in other criminal conduct that could reasonably be expected to have a material adverse affect on the business, assets, properties, prospects, results of operations or financial condition of Company, or (iii) Trepeta's failure to comply with the directions of the Company's board of directors and/or executive officers. In the event this Agreement is terminated pursuant to this Section 8(a), Trepeta's Salary and all benefits under Section 5(c) hereof shall terminate immediately upon such discharge, and Company shall have no further obligations to Trepeta except for payment and reimbursement for any monies due which right to payment or reimbursement accrued prior to such termination. Termination for cause shall also include failure to adhere to policies and Code of Conduct established by the Board of Directors.

**9. Violation of Other Agreements and Authority**

Trepeta represents and warrants to Company that he is legally able to enter into this Agreement; that he is not prohibited by the terms of any agreement, understanding or policy from entering into this Agreement; that the terms hereof will not and do not violate or contravene the terms of any agreement, understanding or policy to which Trepeta is or may be a party, or by which Trepeta may be bound; that Trepeta is under no physical or mental disability that would materially interfere with the performance of his duties under this Agreement. Trepeta agrees that, as it is a material inducement to Company that Trepeta make the foregoing representations and warranties and that they be true in all material respects.

**10. Company Authority Relative to this Agreement**

The Company has the requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. The Board of Directors of the Company has duly authorized the execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated on its part by this Agreement, and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or for the Company to consummate the transactions contemplated by it. The Company has duly validly executed and delivered this Agreement and it is a valid and binding Agreement of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy or insolvency laws affecting creditors' rights generally and to general principles of equity.

**11. Notices**

Any and all notices, demands or requests required or permitted to be given under this Agreement shall be given in writing and sent via email to the email address provided for Mr. Trepeta below and, on behalf of the Company, to the email address of Dean Julia as set forth below.

**12. Waivers**

No waiver by any party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof; nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.

**13. Entire Agreement**

This Agreement sets forth the entire and only agreement or understanding between the parties relating to the subject matter hereof and supersedes and cancels all previous agreements, negotiations, letters of intent, correspondence, commitments and representations in respect thereof among them, and no party shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement except as provided in this Agreement.

**14. Inurement; Assignment**

The rights and obligations of Company under this Agreement shall inure to the benefit of and shall be binding upon any successor of Company or to the business of Company, subject to the provisions hereof. Neither this Agreement nor any rights or obligations of Trepeta hereunder shall be transferable or assignable by Trepeta.

**15. Amendment**

This Agreement may not be amended in any respect except by an instrument in writing signed by the parties hereto.

**16. Headings**

The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**17. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

**18. Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of New York, without giving reference to principles of conflict of laws. Each of the parties hereto irrevocably consents to the venue and exclusive jurisdiction of the federal and state courts located in the State of New York, County of Nassau. **THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS EMPLOYMENT AGREEMENT OR THE TRANSACTIONS CONTEMPLATED IN IT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY TO IT.**

**IN WITNESS WHEREOF**, this agreement has been approved by the Compensation Committee of the Board of Directors of the Company and the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**MOBIQUNITY TECHNOLOGIES, INC.**

By: /s/ Dean Julia  
**Dean Julia, CEO**

/s/ Sean Trepeta  
**Sean Trepeta**

**Exhibit A**

**2019 Revenue Goal**

<b>Q1</b>		
Jan	\$	350,000
Feb	\$	375,000
Mar	\$	650,000
<b>Q2</b>		
Apr	\$	1,000,000
May	\$	1,000,000
Jun	\$	1,320,000
<b>Q3</b>		
Jul	\$	1,780,000
Aug	\$	1,940,000
Sep	\$	2,450,000
<b>Q4</b>		
Oct	\$	2,700,000
Nov	\$	3,250,000
Dec	\$	4,200,000
<b>Total</b>	<b>\$</b>	<b>21,015,000</b>

**EMPLOYMENT AGREEMENT**

**EMPLOYMENT AGREEMENT** (this "Agreement") dated as of April 02, 2019, by and between **MOBIQUITY TECHNOLOGIES, INC.**, a New York corporation (the "Company") having an office at 35 Torrington Lane, Shoreham, NY 11786 and Paul Bauersfeld ("Bauersfeld") having an address at 61 Broadway, suite 1105, New York, NY 10006.

**W I T N E S S E T H:**

**WHEREAS**, Company desires to engage the services of Bauersfeld and Bauersfeld desires to provide the services to Company as an employee in connection with Company's business and as its Chief Technology Officer; and

**WHEREAS**, both parties desire to clarify and specify the rights and obligations which each have with respect to the other in connection with Bauersfeld's services.

**NOW, THEREFORE**, in consideration of the agreements and covenants herein set forth, the parties hereby agree as follows:

**1. Employment**

Bauersfeld hereby agrees to be employed by Company as its Chief Technology Officer.

**2. Duties and Responsibilities of Bauersfeld**

Bauersfeld's duties and responsibilities shall be as directed by the Company's Chief Executive Officer, subject to the direction of the Company's Board of Directors.

**3. Exclusivity of Service**

The Company agrees that Bauersfeld shall be a full-time employee of the Company. Bauersfeld may pursue other outside business interests that are not related to the same business as the Company, as long as it does not interfere with the everyday responsibilities of the Company.

**4. Compensation; Bonus**

- (a) In consideration for Bauersfeld's services to be performed under this Agreement and as compensation therefor, Company shall pay to Bauersfeld, commencing as of the date set forth above, in addition to all other benefits provided for in this Agreement, a salary at the rate of Twenty-Five Thousand (\$25,000) Dollars per month, (the "Bauersfeld Salary"). All payments of Bauersfeld Salary shall be payable in accordance with Company's policies.

- (b) Upon execution of this Agreement, Bauersfeld shall receive the grant of 10-year options to purchase Ten Million (10,000,000) Shares of Common Stock under Mobiquity Technologies, Inc.'s ("MTI") Stock Option Plan, with 35% vesting on the date hereof, 35% vesting twelve (12) months from the date hereof, and the remaining 30% vesting twenty-four (24) months from the date hereof. The exercise price of said options shall be the closing sale price of MTI' s Common Stock on the date of grant.
- (c) In addition to the Bauersfeld Base Salary, Bauersfeld shall be entitled to a quarterly bonus (the "Quarterly Bonus") of 0.5% of Gross Revenue (as defined under generally accepted accounting principles) for each completed fiscal quarter, so long as Gross Revenue meets or exceeds managements stated goal (See Exhibit A). The Quarterly Bonus shall be paid no later than fourteen (14) days from Company's filing of the form 10-Q, either in cash, common stock or stock options, at the election of Bauersfeld. Should this Agreement be terminated prior to the end of any fiscal year for any reason other than that provided in paragraph 8, a pro rata portion of the Quarterly Bonus shall be paid within 30 days of such termination. For each subsequent calendar year, the Company's Board of Directors, will confirm a new revenue goal for the upcoming year and that goal will be added to Exhibit A for the purpose of calculating the Quarterly Bonus.
- (d) It is also agreed that at the discretion of the Board, the vesting period of all options owned by Bauersfeld may be accelerated upon a change in control of the Company or sale of substantially all of the assets of the Company.

## **5. Reimbursements and Indemnification**

Bauersfeld shall be entitled to the following during and in respect of the term of this Agreement:

(a) Bauersfeld shall each be entitled to reimbursement, at the discretion of the Company's Chief Executive Officers, for all reasonable travel, reasonable entertainment and other reasonable expenses incurred in connection with Company's business, provided that such expenses are approved in advance in writing by an executive officer of the Company and such expenses adequately documented and vouchered in accordance with Company's policies.

(b) The Company shall provide to Bauersfeld to the full extent provided for under the laws of the Company's state of incorporation and the Company's Certificate of Incorporation and Bylaws, indemnification for any claim or lawsuit which may be asserted against Bauersfeld when acting in such capacity for the Company and/or any subsidiary or affiliated business. The Company shall use reasonable best efforts to include Bauersfeld as an insured under all applicable directors' and officers' liability insurance policies maintained by the Company, and any other subsidiary or affiliated business.

(c) Bauersfeld shall also be entitled to participation in the Company's health insurance for him and his family, three weeks paid vacation and three months' severance pay if terminated without cause.

## 6. Term of Employment

Bauersfeld shall be considered an employee at will.

## 7. Non-Competition; Non-Solicitation

(a) Bauersfeld hereby agrees and covenants that during the Term hereof that he will not directly or indirectly engage in or become interested (whether as an owner, principal, agent, stockholder, member, partner, trustee, venturer, lender or other investor, director, officer, employee, consultant or through the agency of any corporation, limited liability company, partnership, association or agent or otherwise) in any business enterprise which is engaged in the current business of the Company during the Term; provided, however, that ownership of not more than 15% of the outstanding securities of any class of any entity that are listed on a national securities exchange or traded in the over-the-counter market shall not be considered a breach of this Section 7.

(b) Bauersfeld agrees and covenants that during the Term of this Agreement and a period of one year thereafter, he will not (without first obtaining the written permission of Company) directly or indirectly recruit for employment, or induce or seek to cause such person to terminate his or her employment with Company, any person who then is an employee of Company or who was an employee of Company during the preceding twelve (12) months.

## 8. Termination

Termination by the Company with Cause. The following shall be considered acts of cause which shall void any payment of severance pay to Bauersfeld. "Cause" is hereby defined as event (i) of Bauersfeld's commission of an act involving fraud, embezzlement, or theft against the property or personnel of Company, (ii) Bauersfeld shall be convicted of, or plead nolo contendere to a felony or engages in other criminal conduct that could reasonably be expected to have a material adverse affect on the business, assets, properties, prospects, results of operations or financial condition of Company, or (iii) Bauersfeld's failure to comply with the directions of the Company's board of directors and/or executive officers. In the event this Agreement is terminated pursuant to this Section 8(a), Bauersfeld's Salary and all benefits under Section 5(c) hereof shall terminate immediately upon such discharge, and Company shall have no further obligations to Bauersfeld except for payment and reimbursement for any monies due which right to payment or reimbursement accrued prior to such termination. Termination for cause shall also include failure to adhere to policies and Code of Conduct established by the Board of Directors.

**9. Violation of Other Agreements and Authority**

Bauersfeld represents and warrants to Company that he is legally able to enter into this Agreement; that he is not prohibited by the terms of any agreement, understanding or policy from entering into this Agreement; that the terms hereof will not and do not violate or contravene the terms of any agreement, understanding or policy to which Bauersfeld is or may be a party, or by which Bauersfeld may be bound; that Bauersfeld is under no physical or mental disability that would materially interfere with the performance of his duties under this Agreement. Bauersfeld agrees that, as it is a material inducement to Company that Bauersfeld make the foregoing representations and warranties and that they be true in all material respects.

**10. Company Authority Relative to this Agreement**

The Company has the requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. The Board of Directors of the Company has duly authorized the execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated on its part by this Agreement, and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or for the Company to consummate the transactions contemplated by it. The Company has duly validly executed and delivered this Agreement and it is a valid and binding Agreement of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy or insolvency laws affecting creditors' rights generally and to general principles of equity.

**11. Notices**

Any and all notices, demands or requests required or permitted to be given under this Agreement shall be given in writing and sent via email to the email address provided for Mr. Bauersfeld below and, on behalf of the Company, to the email address of Dean Julia as set forth below.

**12. Waivers**

No waiver by any party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof; nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.

**13. Entire Agreement**

This Agreement sets forth the entire and only agreement or understanding between the parties relating to the subject matter hereof and supersedes and cancels all previous agreements, negotiations, letters of intent, correspondence, commitments and representations in respect thereof among them, and no party shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement except as provided in this Agreement.

**14. Inurement; Assignment**

The rights and obligations of Company under this Agreement shall inure to the benefit of and shall be binding upon any successor of Company or to the business of Company, subject to the provisions hereof. Neither this Agreement nor any rights or obligations of Bauersfeld hereunder shall be transferable or assignable by Bauersfeld.

**15. Amendment**

This Agreement may not be amended in any respect except by an instrument in writing signed by the parties hereto.

**16. Headings**

The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**17. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

**18. Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of New York, without giving reference to principles of conflict of laws. Each of the parties hereto irrevocably consents to the venue and exclusive jurisdiction of the federal and state courts located in the State of New York, County of Nassau. **THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS EMPLOYMENT AGREEMENT OR THE TRANSACTIONS CONTEMPLATED IN IT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY TO IT.**

**IN WITNESS WHEREOF**, this agreement has been approved by the Compensation Committee of the Board of Directors of the Company and the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**MOBIQUNITY TECHNOLOGIES, INC.**

By: /s/ Dean Julia  
**Dean Julia, CEO**

/s/Paul Bauersfeld  
**Paul Bauersfeld**

**Exhibit A**

**2019 Revenue Goal**

<b>Q1</b>		
Jan	\$	350,000
Feb	\$	375,000
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<b>Q2</b>		
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<b>Q4</b>		
Oct	\$	2,700,000
Nov	\$	3,250,000
Dec	\$	4,200,000
<b>Total</b>	<b>\$</b>	<b>21,015,000</b>

**EMPLOYMENT AGREEMENT**

**EMPLOYMENT AGREEMENT** (this "**Agreement**"), dated December 7, 2018 ("**Effective Date**"), by and between **ADVANGELISTS, LLC**, a Delaware limited liability company ("**Company**") with an office address at 701 5<sup>th</sup> Avenue, 75<sup>th</sup> Floor, Seattle, Washington 98104 and **DEEPANKAR KATYAL**, an individual having an address at 5447 31st Ave SW, Seattle, WA 98126 ("**Employee**").

**WITNESSETH:**

**WHEREAS**, Company is engaged in the business of digital and mobile advertising, marketing, programming, automation and motion-based (the "**Business**");

**WHEREAS**, Employee has certain experience relating to the Business; and

**WHEREAS**, Company and Employee desire to enter into this Agreement to set forth the terms and conditions of the employment relationship between Company and Employee commencing on the Effective Date.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Nature of Employment.**

(a) **Engagement and Reporting.** Company hereby engages Employee as an employee of Company to hold the office of Chief Executive Officer ("**CEO**") for the Employment Period (as defined in Section 3), and Employee accepts such employment on the terms and conditions set forth in this Agreement. Throughout the Employment Period, Employee shall report to the Managers of the Company (the "**Managers**") and shall perform and discharge well and faithfully the duties in connection with the conduct of the Business that may be delegated to him by the Managers and all other duties which are customary for a CEO of a company engaged in a business which is the same as or similar to the Business of the Company.

(b) **Devotion.** Throughout the Employment Period, Employee will: (i) devote a sufficient amount of his business energies, interests, abilities and time in order to fulfill his duties to Company hereunder and to any subsidiaries and affiliates of Company, which shall be at least forty (40) hours per week; (ii) observe and carry out such reasonable and lawful rules, regulations, policies, directions and restrictions as may be established from time-to-time by the Managers, including the standard policies and procedures of Company as in effect from time-to-time; and (iii) do such traveling as may reasonably be required in connection with the performance of such duties and responsibilities.

(c) **Service to Subsidiaries and Affiliates.** During the Employment Period, Employee will, if elected or appointed, serve as (i) an officer of Company and/or, with Employee's prior consent, any subsidiaries or affiliates of Company in existence or hereafter created or acquired in addition to Employee's CEO officership, (ii) a director of Mobiquity (as defined below), and (iii) a director or Manager, as applicable, of Company and/or, with Employee's prior consent, any such subsidiaries or affiliates of Company in existence or hereafter created or acquired, in each case without any additional compensation for such services.

(d) **Nature of Obligations.** Employee acknowledges that Sections 4, 5, 6, and 7 of this Agreement contain non-disclosure of confidential and proprietary information, assignment of invention and intellectual property, non-competition, non-solicitation, non-disparagement and other restrictive covenant provisions and Employee agrees to comply with these provisions, except that Employee shall retain all his rights to pre-existing confidential and proprietary information relative to inventions and intellectual property in existence and held and owned by Employee on or prior to the execution of this Agreement. Employee understands that entering into and complying with these provisions is a material condition to Employee's continued employment with Company and that failure to comply with the terms and conditions of these provisions may result in termination for Cause (as defined below) under this Agreement.

## 2. Compensation and Benefits.

(a) **Base Salary.** Subject to the terms and conditions of this Agreement, during the Employment Period, Employee shall be entitled to receive base salary ("**Base Salary**") at the gross annual rate of Four Hundred Thousand Dollars (\$400,000), which shall be payable in periodic installments in accordance with the standard payroll practices of Company in effect from time-to-time, and shall be subject to any required tax and payroll withholdings and deductions.

(b) **Benefits and Perquisites.** Employee shall be entitled to participate, throughout the Employment Period, in all benefit plans, policies, programs and additional perquisites as are generally provided by Company to Employees at Employee's level of responsibility, including participation in Company's medical, health, dental, life insurance, health and accident, disability and 401(k) and retirement plans, if any; provided, however, that nothing herein contained shall be deemed to require Company to adopt or maintain any particular plan or policy.

(c) **Additional Compensation.** In addition to the compensation and benefits set forth in this Section 2, Employee shall be entitled to additional compensation ("**Additional Compensation**") set forth on Schedule 2(c) attached hereto, and Company shall cause such Additional Compensation to be delivered to Employee when and as due.

(d) **Expense Reimbursements.** Employee shall be provided a corporate credit card for all business travel, gas and meals. In the event Employee uses personal funds and/or credit for such expenses, Company shall reimburse Employee, upon presentment by Employee to Company of appropriate receipts, vouchers or other supporting documentation therefor, for any reasonable out-of-pocket business expenses incurred by Employee on behalf of Company in connection with the performance of his duties and responsibilities hereunder, in accordance with Company's standard policies and procedures in effect from time-to-time, including reimbursement of monthly mobile phone expenses, gas charges and business travel expenses such as lodging and meals.

(e) **Reserved.**

(f) **Indemnification.** Company shall indemnify Employee to the extent provided in its then current Certificate of Formation and limited liability operating agreement, but in no event to any extent less favorable than as provided in the Certificate of Formation and limited liability operating agreement in effect on the Effective Date, which rights shall continue to apply to Employee notwithstanding any amendment or repeal of such sections. Solely in consideration for Company's agreement as set forth in the preceding sentence, after the termination of Employee's employment with Company, Employee agrees, at Company's expense, to fully assist, consult and cooperate in good faith with Company, as requested by Company, in connection with (i) any pending or threatened or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative and whether or not Employee is a named or threatened party to such action, suit or proceeding, (ii) any appeal in such an action, suit or proceeding, and (iii) any inquiry or investigation that could lead to such an action, suit or proceeding.

(g) **Vacation, Holidays and Paid Time Off.** Employee will be entitled to holidays and paid time off in accordance with Company's standard policies and procedures in effect from time-to-time. Employee will also be entitled to three (3) weeks of paid vacation per year beginning as of the Effective Date at such times as are reasonably acceptable to Company. Any paid vacation not used by each anniversary of the Effective Date shall not carry over to the next year.

### 3. Employment Period and Termination of Employment.

(a) **Employment Period.** Subject to prior termination in accordance with this Section 3 (the effective date of such termination, the "**Termination Date**"), the term of this Agreement and Employee's employment hereunder shall be for a term commencing on the Effective Date and ending three (3) years thereafter. The term of this Agreement is referred to as the "**Employment Period.**"

(b) **Termination by Company For Cause.**

(i) During the Employment Period, Company may terminate Employee's employment at any time for Cause by giving Employee thirty (30) days advance written notice of such termination specifying the reasons therefor. In the event of such termination for Cause, as liquidated damages, Company's obligation to Employee will be limited solely to the payment to Employee of the amounts set forth under Section 2(a) and (d) hereof which are due or owing to Employee through the Termination Date.

(ii) As used herein, the term "**Cause**" means: (A) any breach of a material provision of this Agreement by Employee or any failure by Employee to perform his duties and responsibilities hereunder, including the disregard of any lawful direction given to Employee by the Managers, other than as a result of Employee's complete or partial incapacity due to physical or mental illness, disability, or impairment; (B) willful or reckless act that constitutes gross misconduct on the part of Employee and is injurious to the Company; (C) any fraud, criminal misconduct, embezzlement or misappropriation by Employee in connection with the performance of his duties and responsibilities hereunder; (D) Employee being under the influence of alcohol or drugs during working hours or while performing services for Company (provided this shall not restrict Employee from taking physician-prescribed medication in accordance with the applicable prescription); (E) the conviction of Employee or plea of guilty or nolo contendere or acceptance of deferred adjudication or judgment by Employee to any crime (whether or not involving Company) constituting a felony in the jurisdiction involved; (F) any action by Employee which would reasonably be expected to materially impair or damage the reputation of Company; (G) Employee's repeated failure or refusal to comply with Company's lawful policies and procedures after receiving repeated written notices from the Company specifically identifying the acts or omissions involved; or (G) Employee's non-compliance with any federal, state or other law, rule, regulation or court order which is materially injurious to the Company. Notwithstanding anything to the contrary contained herein, "**Cause**" shall not be deemed to exist unless written notice thereof is given to Employee specifically identifying the acts or omissions constituting the grounds for a Cause termination, and with respect to subsections (A), (B), (F) and (G) herein, a reasonable cure period of not less than thirty (30) business days following receipt of such notice; except that after notices are given under this Section 3(b)(ii) on three (3) occasions in a calendar year, there shall be no cure period or ability to cure for any act or omission which is the subject of the notice. No act or failure to act by Employee will be considered "willful" unless committed without good faith and without a reasonable belief that the act or omission was in the Company's best interest.

(c) **Termination By Company Without Cause.**

(i) During the Employment Period, Company may terminate Employee's employment at any time without Cause upon sixty (60) days advance written notice to Employee.

(ii) In the event of such termination without Cause, Company shall pay to Employee all amounts set forth under Section 2(a) and (d) which are due or owing to Employee through the Termination Date.

(iii) In the event Company terminates Employee's employment pursuant to Section 3(c)(i) above, then, provided Employee is not in breach of Sections 4, 5, or 6 of this Agreement and subject to the execution of a general release of claims in favor of Company and the expiration of all applicable notice, revocation and similar periods (other than any claims for amounts due Employee under this Agreement but not yet paid in accordance with the terms hereof as of the Termination Date), Employee or Employee's estate will receive the amount set forth in Section 2(a), (c), and (d) which would have been payable to Employee for the remainder of the Employment Period had the Employee remained an employee of the Company as severance payable in accordance with Company's regular payroll practices (or quarterly, with respect to Section 2(c)), commencing on the Termination Date (the "**Severance Period**") (or, in Employee's discretion, such later date as the foregoing period may be necessary to avoid any adverse tax consequences under Section 409(A) of Code (as defined in Section 8(a)). The consideration described in the this Section 3(c)(iii) shall be referred to herein as the "**Without Cause Consideration**" and all or any portion of such consideration is assignable by Employee to any person or entity in Employee's sole discretion.

(d) **Termination of Employment by Reason of Death.** If Employee shall die during the Employment Period, this Agreement shall terminate automatically as of the date of death and Company's obligation to Employee will be limited to the payment to Employee's estate of the amounts set forth under (i) Section 2(a) hereof which would otherwise be payable to Employee up to the end of the calendar month in which Employee's death occurs, (ii) Section 2(d), and (iii) Section 2(c) hereof which would have been payable to Employee had the Employee remained in the employ of the Company for the Severance Period.

(e) **Termination of Employment by Reason of Disability.** If Employee shall suffer a Disability (as defined herein) during the Employment Period, this Agreement shall terminate automatically as of the date of such Disability and subject to the execution of a general release of claims in favor of Company and the expiration of all applicable notice, revocation and similar periods (other than any claims for amounts due Employee under this Agreement but not yet paid in accordance with the terms hereof as of the Termination Date), and Company's obligation to Employee will be limited solely to the payment to Employee of the amounts set forth under (i) Section 2(a) hereof which would otherwise be payable to Employee up to the end of the calendar month in which Employee's Disability occurs, (ii) Section 2(d) , and (iii) Section 2(c) hereof which would have been payable to Employee had the Employee remained in the employ of the Company for the Severance Period. As used herein, the term "**Disability**" means the inability of Employee to substantially perform Employee's duties and responsibilities by reason of mental or physical illness or injury of Employee for a period of more than six (6) consecutive months in any twelve (12) month period. For purposes of determining whether a Disability has occurred under this Agreement, the written determination of an independent physician chosen by the Employee and Company is required and shall be final, conclusive, and binding on Company and Employee. Notwithstanding the above, Employee's employment shall not be terminated until the Company determines, after making reasonable attempts to consult with Employee or his legal representatives, that there is no reasonable accommodation that would permit Employee to perform the essential functions of his position without imposing an undue hardship on the Company. The obligations of Company under this Section 3(e) may be satisfied, in whole or in part, by payments to Employee under a disability insurance policy provided by Company (which Company has no obligation to obtain).

**(f) Termination by Employee For Good Reason.**

(i) During the Employment Period, Employee may terminate Employee's employment at any time for Good Reason by giving the Company written notice of such termination specifying the reasons therefor.

(ii) In the event of such termination Good Reason, Company shall pay to Employee all amounts set forth under Section 2(a) and (d) which are due or owing to Employee through the Termination Date.

(iii) In the event Employee terminates Employee's employment pursuant to Section 3(f)(i) above, then, provided Employee is not in breach of Sections 4, 5, or 6 of this Agreement and subject to the execution of a general release of claims in favor of Company and the expiration of all applicable notice, revocation and similar periods (other than any claims for amounts due Employee under this Agreement but not yet paid in accordance with the terms hereof as of the Termination Date, Employee or Employee's estate will receive the amount set forth in Section 2(d) and in Sections 2(a) and 2(c) which would have been payable to Employee had the Employee remained in the employ of the Company for the Severance Period as severance payable in accordance with Company's regular payroll practices (or quarterly with respect to Section 2(c)), commencing on the Termination Date (or, in Employee's discretion, such later date as the foregoing period may be necessary to avoid any adverse tax consequences under Section 409(A) of Code (as defined in Section 9(a)). Notwithstanding the foregoing, the amount of any severance payment provided to Employee pursuant to Section 2(a) under this Section 3(f)(iii) during the Severance Period shall be reduced by any base salary compensation earned by Employee as a result of comparable employment by another employer during the Severance Period. Employee agrees to immediately advise Company of the commencement of any such employment during the Severance Period and the receipt and amount of such compensation.

(iv) As used herein, the term **"Good Reason"** means: without Employee's consent: (a) a reduction in the Employee's Base Salary by more than 5%, other than a general reduction in Base Salary that affects all similarly situated employees and does not exceed other such reductions on a percentage basis; (b) a significant reduction of Employee's duties, position, responsibilities, or reporting requirements with the Company, or the removal of Employee from such position and responsibilities, unless Employee is provided with a comparable position (i.e., a position of equal or greater organizational level, duties, authority, compensation, and status); (c) a relocation of Employee's principal place of employment by more than fifty (50) miles; (d) any material breach by the Company of any material provision of this Agreement which remains uncured for thirty (30) days after Employee give the Company written notice of such breach.

**4. Restrictive Covenants.** Employee will not at any time during the Employment Period and for the one (1) year period following the Termination Date (or, if later, the expiration or termination of Employee's employment with Company if such employment continues after the Termination Date) (such period, the **"Restricted Period"**), for any reason whatsoever, without the prior written approval of Company, directly or indirectly, whether individually or as an employee, officer, principal, owner, trustee, partner, joint venturer, shareholder, member, manager, director, agent, broker or representative of, or lender, consultant or independent contractor to, or jointly or in conjunction with, or as an investor in, any person or entity, or in any other capacity:

(a) engage or participate within the United States and Canada, in a commercial activity which is the same as, similar to, or competitive with, directly or indirectly, the Business and shall not make any investments in, or loans to, any person or entity engaging in or which proposes to engage in any such activity, except that the foregoing shall not restrict Employee from acquiring less than five percent (5%) of the outstanding voting stock of any entity the securities of which are listed on a nationally recognized stock exchange;

(b) cause or seek to persuade any manager, member, employee, officer, principal, partner, joint venture, shareholder, representative, customer, client, account, agent, representative, or supplier of, or consultant or independent contractor to, or investor in, Company or any person or entity with whom Company has a business relationship (collectively, **"Business Associates"**) to discontinue or materially modify the status, employment or relationship of such Business Associates with Company following the Effective Date, or to become employed in any activity the same as, similar to or competitive with the activities of Company;

(c) cause or seek to persuade any Prospective Business Associate to determine not to enter into a business relationship with Company or to materially modify its contemplated business relationship. For purposes of this Section 4(c), the term "**Prospective Business Associate**" means a Business Associate who was solicited to become a Business Associate by Company during the one (1) year preceding the Termination Date and such solicitation was known to Employee;

(d) hire, retain, or associate in a business relationship with, directly or indirectly, any manager, member, director, stockholder, officer, employee, agent or representative of, or consultant or independent contractor to, Company;

(e) directly or indirectly, solicit, or cause or authorize to be solicited, for or on behalf of Employee or any third party, any business from, or the entering into of a business relationship with, (i) others who are, or were within one (1) year prior to the Termination Date (or, if later, the expiration or termination of Employee's employment with Company if such employment continues after the Termination Date), a customer, client, account or other Business Associate of Company, or (ii) any prospective customer, client, account or other Business Associate of Company which, at or about the Termination Date, was then actively being solicited by Company; or

(f) discuss or otherwise make known to any person or entity the names and/or addresses of any of the customers, clients, accountants, suppliers or other Business Associates of Company or of others who are or were within one (1) year prior to the Termination Date (or, if later, the expiration or termination of Employee's employment with Company if such employment continues after the Termination Date), a customer, client, account or supplier or other Business Associate of Company.

## **5. Confidential Information.**

(a) Employee represents that Employee has been informed that it is the policy of Company to maintain as secret all Confidential Information (as defined below) relating to Company, and Employee further acknowledges that such Confidential Information is of great value to Company and that Company has taken all reasonable steps to protect the confidentiality of the Confidential Information. Employee recognizes that, by reason of Employee's employment with Company during the Employment Period, Employee has acquired and will acquire Confidential Information as aforesaid. Employee confirms that it is reasonably necessary to protect Company's goodwill and its ability to compete in a highly competitive field and, accordingly, Employee hereby agrees that, at all times after the Effective Date, Employee will not, directly or indirectly, at any time during Employee's employment with Company or after the Termination Date divulge to any person or entity, other than Company, or use, or cause or authorize any person or entity to use, any such Confidential Information. The foregoing will not prohibit disclosure of Confidential Information as required by law or regulation, including, but not limited to, those of the United States Securities and Exchange Commission and the rules of any exchange, quotation system and/or self-regulatory organization on which or with which the securities of Company or any subsidiary or affiliate are quoted, listed and/or traded, as the case may be; provided that if Employee is required to make a disclosure pursuant to the foregoing, Employee shall give Company prompt written notice thereof and cooperate with Company's efforts to seek a protective order. Neither the foregoing nor anything else herein shall prohibit Employee from reporting possible violation of federal or state law or regulations to any governmental agency or self-regulatory organization, or making other disclosures that are protected under whistleblower or other provisions of applicable federal or state law or regulations.

(b) [reserved]

(c) Employee agrees that, after the Termination Date (or, if later, the expiration or termination of Employee's employment with Company if such employment continues after the Termination Date), Employee shall promptly deliver to Company all Confidential Information in Employee's possession or under Employee's control or any Discoveries (as defined below) or property which is otherwise the property of Company.

(d) For purposes hereof, the term "**Confidential Information**" means all information in spoken, printed, electronic or any other form or medium given to Employee, directly or indirectly, by Company or other information relating to Company, the Business, any existing or prospective customer, client, account, supplier or any other Business Associate or any other person or entity that has entrusted information to Company or information otherwise acquired by Employee from Company pursuant to the terms and conditions of this Agreement and any other agreement between Employee and Company, other than information which (i) was in the public domain at the time furnished to, or acquired by, Employee or (ii) thereafter enters the public domain other than through disclosure by Employee or in breach of an agreement of confidentiality. Without limitation, Confidential Information includes: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, employee lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, client information, client lists, manufacturing information, factory lists, distributor lists, and buyer lists of Company or the Business or any existing or prospective customer, supplier, account or other Business Associate, or of any other person or entity that has entrusted information to Company in confidence. Employee understands that the above list is not exhaustive and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

(e) Employee understands and agrees that Confidential Information includes information developed by him in the course of Employee's employment by Company as if Company furnished the same Confidential Information to Employee in the first instance.

(f) In the event that Employee is requested or required (by oral question or written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar legal proceeding) to disclose any Confidential Information, Employee will promptly notify Company of the request or requirement so that Company may seek a protective order. Upon Company's request, Employee will use Employee's commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information and only that portion of the Confidential Information which Employee is advised in writing is legally required to be disclosed may be disclosed.

**6. Discoveries.** (a) Employee agrees to promptly disclose in writing to the Managers all ideas, processes, methods, devices, business concepts, inventions, improvements, discoveries, know-how and other creative achievements (hereinafter referred to collectively as "**Discoveries**"), whether or not the same or any part thereof is capable of being patented, trademarked, copyrighted or otherwise protected, which Employee, while employed with Company, as well as those communicated to Employee by other employees/consultants of Company, conceives, makes, develops, acquires or reduces to practice, whether acting alone or with others and whether during or after usual working hours, and which are related to the Business, or are used or usable by Company, or arise out of or in connection with the duties performed by Employee. Employee hereby transfers and assigns to Company in perpetuity all right, title and interest in and to the Discoveries (whether conceived, made, developed, acquired or reduced to practice prior to, during or after the Employment Period), including any and all domestic and foreign copyrights and patent and trademark rights therein and any renewals thereof, all of which are hereby deemed provided to Company as a "**Work for Hire**" without claim by Employee. On request of Company, Employee will, without any additional compensation if during the Employment Period, from time to time during the Employment Period or thereafter, execute such further instruments (including, without limitation, applications for copyrights, letters patent, trademarks and assignments thereof in any and all countries) and do all such other acts and things as may be deemed necessary or desirable by Company to protect and/or enforce its right in respect of the Discoveries; *provided, however* that if Employee is assisting Company with the foregoing after the Employment Period, then the Company shall pay Employee for his time at a reasonable to-be-agreed-upon rate and will pay all of Employee's associated costs and expenses. All expenses of filing or prosecuting any patent, trademark or copyright application shall be borne by Company, but Employee shall cooperate in filing and/or prosecuting any such application.

(b) For purposes of this Agreement, any Discovery shall be deemed to have been made during Employee's employment with Company if, during such period, the Discovery was conceived or first actually reduced to practice. Employee shall keep and maintain adequate and correct written records of all Discoveries made by Employee (solely or jointly with others) during Employee's employment with Company, which records shall be available to and remain the property of Company at all times.

(c) Any assignment of copyrights under this Agreement includes all rights of paternity, integrity, disclosure, withdrawal and any other rights that may be known as "moral rights" (collectively, "**Moral Rights**"). Employee hereby irrevocably waives, to the extent permitted by applicable law, any and all claims Employee may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Discoveries.

(d) Notwithstanding Section 6(a), to the extent that any of Employee's preexisting materials identified on Schedule 6(d) hereto are contained in the Discoveries, Employee retains ownership of such preexisting materials and hereby grants to Company an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such preexisting materials and derivative works thereof. Company may assign, transfer and sublicense such rights to others without Employee's approval. Further, Employee's post-termination use of such pre-existing materials shall not be considered a violation of Section 4 of this Agreement.

(e) Except for such pre-existing materials identified on Schedule 1 hereto, Employee has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform or display any Discoveries and has no right or license to use Company's trademarks, service marks, trade names, trade names, logos, symbols or brand names.

**7. Other Information.** Employee agrees that Employee will not use or disclose or bring onto the premises of Company any confidential or proprietary information of any other person or entity with respect to which Employee has an agreement or duty to keep such information in confidence.

**8. Nature of Obligations; Rights and Remedies.** Each of the parties hereby acknowledges, agrees and confirms that:

(a) Employee's obligations under this Agreement (the "**Covenants**") are (i) special, unique and of extraordinary character and (ii) the essence of the bargain and are essential and material consideration for Employee's employment by Company;

(b) the Covenants do not impose a greater restraint than is necessary to protect the legitimate business and economic interests of Company;

(c) the terms and conditions of the Covenants contain reasonable limitations as to time and scope of activity to be restrained. In the event that any Covenant shall be determined by any court, regulatory agency, arbitrator or tribunal of competent jurisdiction ("**Court**") to be unenforceable by reason of it extending for too long a period of time or by reason of it being too extensive in any other respect, such Covenant shall be interpreted to extend only for the longest period of time for which it may be enforceable and/or to the extent in all other respects as to which it may be enforceable, all as determined by such Court in such action;

(d) breaches of the Covenants may cause irreparable injury to Company and that money damages may not provide an adequate remedy to Company;

(e) the magnitude of the damages that would result from breaches of the Covenants would be difficult to quantify; and

(f) based on the foregoing, Employee hereby understands, agrees and shall raise no objection to the following:

(i) that the strict and specific performance of the Covenants is a reasonable, bargained-for expectation of Company and that, in the event of a breach of any of the Covenants, Company shall be entitled as a form of relief to seek and obtain, and Employee hereby consents to, a judicial order and judgment directing the breaching party to specifically perform his or her obligations under such Covenant and enjoining the breaching party from failing to perform his or her obligations under such Covenant or acting in a manner that would otherwise constitute a breach of this Agreement;

(ii) that, in the event of a breach of any of the Covenants, Company, in addition to any of the other applicable rights or remedies (with respect to the event of a breach), shall be entitled to seek and obtain, and Employee hereby consents to the entry of, temporary, preliminary and permanent injunctive and other equitable relief restraining, enjoining and prohibiting any such breach, and directing the specific performance of the terms of this Agreement;

(iii) that in any proceeding seeking relief for a breach of any of the Covenants, any requirement for Company to (x) post any bond or other security or collateral as a condition of any relief sought or granted; (y) prove actual damages; or (z) demonstrate the adequacy of money damages as a remedy, each of which is hereby irrevocably waived by Employee;

(iv) that by operation of the foregoing provisions, Employee is knowingly and intentionally relinquishing or limiting certain important rights and privileges to which Employee otherwise might be entitled, including the right to object to a grant of specific performance and injunctive relief, that Employee has been advised by counsel regarding the execution and delivery of this Agreement, and that Employee's relinquishment and limitation thereof is voluntary and fully informed;

(v) that the failure of Company to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation and no delay in the exercise of any remedy shall constitute a waiver of that remedy. All remedies may be exercised concurrently, successively or in any order;

(vi) that any relief awarded by a court of competent jurisdiction under this Agreement shall be enforceable and enforced in all other jurisdictions without regard to conflicts of law or the impact of any other forum's public policy to the extent that it may differ from the public policy of the State of New York; and

(vii) that, in the event of a breach of Section 4 of this Agreement, the Restricted Period shall be extended by the length of time Employee or any other party was in breach thereof.

**9. Section 409A of the Code.**

(a) **Section 409A.** It is intended that the provisions of this Agreement comply with Section 409A of the Internal Revenue Code (the "**Code**") (such Section, "**Section 409A**") or be exempt therefrom, and this Agreement shall be administered, and all provisions of this Agreement shall be construed, in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code.

(b) **Installments.** If under this Agreement an amount is to be paid in two or more installments, for purposes of Section 409A of the Code, each installment shall be treated as a separate payment.

(c) **Separation From Service.** A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of amounts or benefits subject to Section 409A of the Code upon or following a termination of employment unless such termination is also a "**Separation from Service**" within the meaning of Section 409A of the Code and, for purposes of any such provision of this Agreement, references to a "**resignation**," "**termination**," "**termination of employment**" or like terms means Separation from Service.

(d) **Specified Employee.** If Employee is deemed on the date of termination of his employment to be a "**specified employee**" within the meaning of that term under Section 409A(a)(2)(B) of the Code and using the identification methodology selected by Company from time to time, or if none, the default methodology, then:

(i) With regard to any payment, the providing of any benefit or any distribution of equity that constitutes "**deferred compensation**" subject to Section 409A of the Code, payable upon separation from service, such payment, benefit or distribution shall not be made or provided prior to the earlier of (x) the expiration of the six-month period measured from the date of Employee's Separation from Service or (y) the date of Employee's death; and

(ii) On the first day of the seventh month following the date of Employee's Separation from Service or, if earlier, on the date of his death, (x) all payments delayed pursuant to this Section 9 with interest at the prime rate as published in the Wall Street Journal on the first business day of the delay period (whether they would otherwise have been payable in a single sum or in installments in the absence of such delay), shall be paid or reimbursed to Employee in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal dates specified for them herein and (y) all distributions of equity delayed pursuant to this Section 9 shall be made to Employee.

(e) **Reimbursement.** With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A of the Code, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, provided that the foregoing clause (ii) shall not be violated without regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of Employee's taxable year following the taxable year in which the expense occurred.

(f) **Payment Period.** Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., payment shall be made within forty (40) days following the date of termination), the actual date of payment within the specified period shall be within the sole discretion of Company.

(g) **Compliance.** If any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause Employee to incur any additional tax or interest under Section 409A of the Code, Company shall, after consulting with Employee and subject to Employee's agreement, reform such provision to comply with Section 409A of the Code; provided that Company agrees to maintain, to the maximum extent practicable, the original intent and economic benefit to the Employee of the applicable provision without violating the provisions of Section 409A of the Code.

10. **No Conflicting Obligations.** Employee represents that Employee's compliance with the terms of this Agreement and Employee's performance as an Employee of Company do not and shall not breach any agreement to keep in confidence information acquired by Employee in confidence or in trust prior to employment by Company. Employee has not entered into, and agrees not to enter into, any agreement, either written or oral, in conflict herewith.

11. **Reserved.**

12. **Notices.** Any notice or communication permitted or required by this Agreement shall be in writing and deemed effectively give upon the earlier of actual receipt or (a) personal delivery, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with return receipt requested to the following addresses (or such other address as provided by the parties pursuant to this Section 12):

If to Company: Advangelists, LLC  
c/o Mobiquity Technologies, Inc.  
35 Torrington Ln.  
Shoreham, NY 11786  
Facsimile:[ \_\_\_\_\_ ]  
E-mail: [djulia@mobiquitynetworks.com](mailto:djulia@mobiquitynetworks.com)  
Attention: Dean Julia

With a copy to: Gavin C. Grusd, Esq.  
Ruskin Moscou Faltischek P.C.  
1425 RXR Plaza, East Tower, 15th Floor  
Uniondale, New York 11556  
Telecopier: (516) 663-6714  
[E-mail: ggrusd@rmfpc.com](mailto:ggrusd@rmfpc.com)

If to Employee: Deepankar Katyal  
5447 31st Ave. SW  
Seattle, WA 98126

With a copy to: TangoLaw, PLLC  
801 2<sup>nd</sup> Avenue, Suite 1110  
Seattle, WA 98104  
[E-mail: noel@tangolaw.com](mailto:noel@tangolaw.com)  
Attention: Noel C. Howe

### 13. Representations and Warranties.

Employee hereby represents and warrants to, and agrees with, Company that Employee has all legal capacity and requisite power and authority to enter into and perform this Agreement and this Agreement is and will remain Employee's valid and binding agreement, enforceable against Employee in accordance with its terms (subject, as to the enforcement of remedies, to any applicable bankruptcy, insolvency or other laws affecting the enforcement of creditors rights).

### 14. General.

(a) **Waiver.** No waiver by Company or Employee of any right under this Agreement will be construed as a waiver of any other right. Neither Company nor Employee will be required to give notice to enforce strict adherence to all terms of this Agreement.

(b) **Successor and Assigns.** Neither this Agreement, nor any of Employee's rights, powers, duties or obligations hereunder, may be assigned by Employee. This Agreement shall be binding upon and inure to the benefit of Employee and Employee's heirs and legal representatives and Company and its successors. Successors of Company shall include, without limitation, any person or entity acquiring, directly or indirectly, all or substantially all of the assets of Company, whether by merger, consolidation, purchase, lease or otherwise, and successor shall thereafter be deemed "**Company**" for the purpose hereof.

(c) **Headings.** The captions and Section headings used in this Agreement are for convenience of reference only, and will not affect the construction or interpretation of this Agreement or any of the provisions hereof.

(d) **Choice of Law.** The validity and construction of this Agreement or any of its provisions will be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law.

**(e) Jurisdiction.** (i) The parties hereto intend to and hereby confer jurisdiction to enforce the Covenants upon the courts of any jurisdiction (a "**Jurisdiction**") within the geographical scope of the Covenants. In the event that the courts of any one or more Jurisdiction shall hold the Covenants wholly unenforceable by reason of the breadth of their scope or otherwise, it is the intention of the parties hereto that such determination not bar or in any way affect the right of Company to the relief provided above in the courts of any other jurisdiction within the geographical scope of the Covenants as to breaches of the Covenants as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

(ii) Without limiting the generality of Section 13(e)(i), Employee hereby irrevocably and unconditionally: (i) consents to and submits to, in any action relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, the exclusive jurisdiction of the federal courts or the state courts located within New York County, State of New York, (ii) consents that any such action or proceeding may be brought in such courts, and waives any objection that he may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to Employee at the address set forth above or at such other address of either party as such party may specify by notice given to the other party in accordance with Section 11 above; and (iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

**(f) Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original hereof, but all of which together will constitute one and the same instrument. Signature here as which are transmitted via facsimile, .pdf or other electronic means shall be deemed original signatures.

**(g) Entire Agreement.** This Agreement constitutes the sole and entire agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

**(h) No Third Party Beneficiaries.** This Agreement is intended for the sole and exclusive benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns, and no other person or entity will have any right to rely on this Agreement or to claim or derive any benefit herefrom absent the express written consent of the party to be charged with such reliance or benefit.

**(i) Severability.** If any provision of this Agreement is held invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, such provision will thereupon be deemed modified only to the extent necessary to render same valid, or not applicable to given circumstances, or excised from this Agreement, as the situation may require, and this Agreement will be construed and enforced as if such provision had been included herein as so modified in scope or application, or had not been included herein, as the case may be.

(j) **No Termination.** The provisions of this Agreement will survive the termination of Employee's employment and the assignment of this Agreement by Company to any successor in interest or other assignee.

(k) **Representation by Counsel; Interpretation.** Employee acknowledges that Employee has been represented by counsel, or has been afforded the opportunity to be represented by counsel, in connection with this Agreement. Accordingly, any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived by Employee. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto, which is to enforce the provisions of this Agreement to the maximum extent permitted by law, including Sections 4, 5, 6, 7 and 8 hereof. Employee has read this Agreement carefully and fully understands and agrees to its terms.

(l) **Construction.** As used in this Agreement, the word "**including**" means "including, without limitation," the masculine gender shall include feminine and the neuter, and the singular number shall include the plural, and vice versa.

*[remainder of page intentionally left blank; signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed and delivered, or caused to be executed and delivered, this Employment Agreement on the date first written above.

**COMPANY:**

**ADVANGELISTS, LLC**

By: /s/ Dean Julia

Name: Dean Julia

Title:

**EMPLOYEE:**

/s/ Deepankar Katyal

**DEEPANKAR KATYAL**

Schedule 2(c)

Additional Compensation

Mobiquity Technologies, Inc. ("**Mobiquity**"), a New York corporation, a member of the Company, shall issue one (1) share of its Class B Preferred Stock (the "**Class B Preferred Stock**") to Employee. The Class B Preferred Stock shall be authorized and created pursuant to a Certificate of Designation which Mobiquity shall file with the Secretary of State of the State of New York within five (5) business days after the Effective Date. The Class B Preferred Stock shall provide dividend rights, payable in cash, to the holders thereof in an amount equivalent to 10% of the gross revenue of Mobiquity or the Company, whichever is higher, for each of its 2019 and 2020 fiscal years. Such dividends (i) shall be declared and paid not later than seventy five (75) days following the end of each such fiscal quarter and (ii) shall not exceed an aggregate of Six Hundred Thousand Dollars (\$600,000) per year per holder for all holders of Class B Preferred Stock (i.e., an aggregate of no more than One Million Two Hundred Thousand Dollars (\$1,200,000) to the two holders of the Class B Preferred Stock per annum cumulatively). Subject to the dividend rights in favor of the holders of the Class B Preferred Stock, all rights, privileges, preferences, and restrictions set forth in Mobiquity's to-be-filed Certificate of Designation shall terminate as of December 31, 2020, and, immediately upon declaration and payment of the dividend in respect of Mobiquity's 2020 fiscal year, Mobiquity shall withdraw such class from its authorized capital. Other than the above-referenced dividend rights, the Class B Preferred Stock shall not confer any rights upon the holders thereof. Employee and Lokesh Mehta, the Company's Chief Technical Officer will be the only holders of Mobiquity's Class B Preferred Stock.

In the event that the Employee's employment is terminated by Employee's resignation without Good Reason, or by the Company pursuant to Section 3(b) prior to the December 31, 2020, the Class B Stock issued to Employee shall be canceled on the date of the Employee's resignation or on the Termination Date, as applicable, as it relates to dividends relating to the fiscal quarters ending after such resignation date or Termination Date.

Schedule 6(d)

Excluded Discoveries

1. None.

**CERTIFICATION PURSUANT TO  
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Dean L. Julia certifies that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K/A of Mobiquity Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the consolidated financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors:
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 26, 2019

/s/ Dean L. Julia  
Principal Executive Officer

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**CERTIFICATION PURSUANT TO  
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Sean McDonnell certifies that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K/A of Mobiquity Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the consolidated financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors:
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 26, 2019

/s/ Sean McDonnell  
Principal Financial Officer

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350**

In connection with Amendment No. 1 to the Annual Report of Mobiquity Technologies, Inc. (the "registrant") on Form 10-K/A for the year ended December 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "report"), I, Dean L. Julia, Principal Executive Officer of the registrant, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

April 26, 2019

/s/ Dean L. Julia  
Principal Executive Officer

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350**

In connection with the Amendment No. 1 to the Annual Report of Mobiquity Technologies, Inc. (the "registrant") on Form 10-K/S for the year ended December 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "report"), I, Sean McDonnell, Principal Financial Officer of the registrant, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

April 26, 2019

/s/ Sean McDonnell

Principal Financial Officer

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