

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

Form 8-K

Current Report
Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **June 29, 2022**

SOBR SAFE, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other
jurisdiction of incorporation)

000-53316
(Commission
File Number)

26-0731818
(I.R.S. Employer
Identification No.)

6400 S. Fiddlers Green Circle, Suite 1400
Greenwood Village, Colorado 80111
(Address of principal executive offices) (zip code)

(844) 762-7723
(Registrant's telephone number, including area code)

6400 S. Fiddlers Green Circle, Suite 525
Greenwood Village, Colorado 80111
(Former name or former address, if changed since last report.)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class
Common Stock

Trading Symbol(s)
SOBR

Name of each exchange on which registered
The Nasdaq Stock Market LLC (Nasdaq Capital
Market)

SECTION 1 – Registrant’s Business and Operations

Item 1.01 Entry into a Material Definitive Agreement

Winterstone Agreement

On January 21, 2022, SOBR Safe, Inc. (the “Company”), entered into a Consulting Agreement (the “Consulting Agreement”) with Winterstone Group, LLC (“Winterstone”), under which Winterstone will provide advice to the Company to help facilitate introductions to new product sources as well as other business development opportunities, with the services to begin immediately, but the compensation only to be paid after the Company’s common stock was listed on Nasdaq based upon a variety of factors. On May 16, 2022, the Company’s common stock starting trading on Nasdaq and the Company and Winterstone entered into a Confirming Agreement to confirm the consideration to be paid by the Company to Winterstone. As a result, the Company paid Winterstone \$100,000 and on June 24, 2022 issued Winterstone 300,000 shares of the Company’s common stock.

TraDigital Agreement

On January 18, 2022, SOBR Safe, Inc. (the “Company”), entered into a Services Agreement (the “Services Agreement”) with TraDigital Marketing Group, LLC (“TraDigital”), under which TraDigital will provide digital investor awareness to the Company, with the services to begin immediately, but the compensation only to be paid after the Company’s common stock was listed on Nasdaq based upon a variety of factors. On May 16, 2022, the Company’s common stock starting trading on Nasdaq and the Company and TraDigital entered into a Confirming Agreement to confirm the consideration to be paid by the Company to TraDigital. As a result, the Company paid Winterstone \$300,000 and on June 29, 2022 issued TraDigital 500,000 shares of the Company’s common stock.

The foregoing description of the Consulting Agreement, Services Agreement, and the Confirming Agreements are not complete and are qualified in their entirety by references to the full text of the Consulting Agreement, Services Agreement, and the Confirming Agreements, which are filed as exhibits 10.1, 10.2, 10.3, and 10.4, respectively, to this report and are incorporated by reference herein.

SECTION 3 – Securities and Trading Markets

Item 3.02 Unregistered Sales of Equity Securities.

As noted herein, on June 24, 2022, we issued Winterstone 300,000 shares of our common stock, restricted in accordance with Rule 144. The issuance of these securities was exempt from registration pursuant to Section 4(a)(2) of the Securities Act of 1933. The investor is accredited, familiar with our operations, and there was no general solicitation or advertising.

As noted herein, on June 29, 2022, we issued TraDigital 500,000 shares of our common stock, restricted in accordance with Rule 144. The issuance of these securities was exempt from registration pursuant to Section 4(a)(2) of the Securities Act of 1933. The investor is accredited, familiar with our operations, and there was no general solicitation or advertising.

SECTION 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

10.1	Consulting Agreement by and between SOBR Safe, Inc. and Winterstone Group, LLC dated January 21, 2022
10.2	Services Agreement by and between SOBR Safe, Inc. and TraDigital Marketing Group, LLC dated January 18, 2022
10.3	Confirming Agreement by and between SOBR Safe, Inc. and Winterstone Group, LLC dated May 16, 2022
10.4	Confirming Agreement by and between SOBR Safe, Inc. and TraDigital Marketing Group, LLC dated May 16, 2022
104	Cover Page Interactive Data File (formatted as Inline XBRL)

SIGNATURES

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

SOBR Safe, Inc.
a Delaware corporation

Dated: July 14, 2022

/s/ David Gandini

By: David Gandini
Its: Chief Executive Officer

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into as of this 21st Day of January, 2022 (the "Effective Date"), by and between Winterstone group LLC, a Wyoming limited liability company (the "Consultant") and SOBR Safe Inc. (the "Company") The Company and Consultant are collectively referred to herein as the "Parties".

WHEREAS, SOBR Safe Inc., who has developed a non-evasive alcohol detection system
WHEREAS, Consultant is a professional independent consulting firm with experience in helping facilitate the introduction to new product sources as well as other business development opportunities.

Consultant will facilitate contact with advisors, business professionals, as well as potential family offices, money managers, RIA's, funds, research analysts and retail brokerage firms

WHEREAS, the Company desires to retain Consultant, and Consultant desire to be retained by the Company;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the Company and Consultant hereby agree as follows:

Section I. Consulting Services

1.1 *Scope of Services.* The Company has requested Consultant and Consultant have agreed to provide professional services, including but not limited to:

- (a) Introduce the Company to potential business development opportunities and merger and acquisition opportunities.
- (b) introduce the company to potential individual investors, family offices, money managers, RIA's, funds, research analysts and brokerage firms
- (c) assist the Company in raising capital if necessary, through introductions, including non-deal roadshows with potential and existing shareholders (it is understood the Consultant is not a licensed broker-dealer or an "investment banking" firm, nor shall act in such a role);

1.2 *Place of Business.* Consultant shall provide Consulting Services from its offices and such other locations requested by the Company. Consultant shall be available to the Company as necessary by telephone, email and scheduled meetings or events as are necessary to perform and to coordinate the Consulting Services.

1.3 *Term.* This Agreement shall commence on the Effective Date and continue through June 18th, 2022. No expiration or termination of the Agreement shall affect the Company's obligation to pay Consultants the full amount of Compensation owed under the term of this Agreement, including but not limited to, the Consulting Fee. Further, no expiration or termination of this Agreement shall affect the Company's obligations to provide indemnification and contribution to Consultant as set forth in this Agreement. At the company's option, they may extend the term an additional six months to December 15th, 2022.

1.4 The Parties understand that the consultancy arrangements contemplated by this Agreement shall be provided on a non-exclusive basis. Subject to the terms and limitations of this Agreement, including without limitation the confidentiality provision of Section 4,

respectively, the Consultant is permitted to provide services, whether on a consultancy basis or otherwise, to any legal or natural person or other entity. The Company shall have the right to engage other consultants during the term of this Agreement to provide services similar to the Consultant.

1.5 The Company shall timely furnish the Consultant with all information and data that the Consultant shall reasonably request, and information and data that the Company shall reasonably deem necessary or appropriate, in connection with the Consulting Services to be performed hereunder. The Company shall provide the Consultant full access, as reasonably requested, to the Company's officers, directors and professional advisors. The Company agrees to promptly advise the Consultant of any and all developments materially affecting the Consultant or the Consulting Services.

Section 2. Compensation.

Consulting Fee. The Company shall pay to Consultant, Fifty thousand dollars (\$50,000) in cash and Ninety eight thousand (98,000) restricted shares of the Company's common stock. The cash payment will be due in no more than 15 days from Company receipt of funding. The shares will be issued post split and in no more than 15 days from the date of NASDAQ listing.

At the company's option, they may extend the term an additional *six months* to December 15th, 2022. If the company extends the term an additional *six Months*, fifty thousand (\$50,000) dollars and Ninety eight thousand (98,000) restricted shares of the Company's common stock will be due upon execution of this extension.

Section 3. Independent Contractors and Work Product

3.1 *Independent Contractors.* Consultant shall be an independent contractor in the performance of the Consulting Services. This Agreement shall not be interpreted as creating an association, joint venture, or partnership relationship between the Parties or as imposing any employment, or partnership obligation, or liability on any party. The Company shall not, and shall not have any obligation to, withhold or pay income tax, workers compensation, pension, deferred compensation, welfare, insurance, and other employee taxes on behalf of Consultant. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Consultant's sole responsibility and Consultant shall indemnify and hold Company harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

3.2 *No Assignment.* The Company is not relying on the skills, expertise and reputation of Consultant, and the Company nor shall Consultant assign or transfer any of the Consultant's rights, benefits or obligations under this Agreement to any third party without the express consent of the other Party.

Section 4. Confidentiality

4.1 *This Agreement.* The Parties agree to keep the terms and conditions of this Agreement confidential and not to disclose them to any third party during the term of this Agreement and for a period of thirty-six (36) months following its expiration or termination. Notwithstanding the foregoing, the Parties may disclose the terms and conditions of this Agreement to their immediate family members, and as required by law, regulation or court order.

to their attorneys, accountants, tax preparers, and internal governing boards, to the extent they are being consulted regarding this Agreement.

4.2 *Non-Disclosure Agreement to Protect Company Information.* Consultant recognizes and acknowledges that by reason of this Agreement and in connection with the Consulting Services, Consultant shall have access to confidential and proprietary information of the Company, and its respective affiliates and subsidiaries, including but not limited to, confidential information and knowledge pertaining to products and services offered, ideas, plans, trade secrets, proprietary information, advertising, distribution and sales methods and systems, sales and profit figures, customer and client lists, and relationships between or among the Company and its respective affiliates, subsidiaries, and customers, clients, suppliers and others who have business dealings with the Company or their respective affiliates and subsidiaries, whether in electronic or paper form (collectively referred to as "Confidential Information"). Consultant agrees to execute a standard Non-Disclosure Agreement with the Company in connection with this acknowledgment subject to review by Consultant's attorney.

Section 5. Indemnification

5.1 *Indemnification.* (a) The Company hereby agrees to indemnify, hold harmless and provide contribution and reimbursement to Consultant pursuant to this Agreement to the fullest extent permitted by applicable law from and against any and all claims, demands, losses, liability, damages or expenses (including reasonable attorneys' fees) that may be incurred by the Consultant or arise in any way from Consultant's engagement of services on behalf of the Company, including but not limited to, dealings with any and all employees or staff, clients or potential clients, or other individuals or entities with which the Company and/or Consultant may interact, reliance by Consultant on any documents and information provided by the Company in connection with the Consulting Services.

(b) The Consultant hereby agrees to indemnify, hold harmless and provide contribution and reimbursement to Company pursuant to this Agreement to the fullest extent permitted by applicable law from and against any and all claims, demands, losses, liability, damages or expenses (including reasonable attorneys' fees) that may be incurred by Company or arise in any way from Consultant's services.

Section 6. General Provisions

6.1 *Governing Law.* The Parties acknowledge and agree that the validity, construction, enforcement, and interpretation of this Agreement shall be governed by the laws of the State of Colorado and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to the resolution of conflicts of laws principles. The parties agree that New York County, New York will be the venue of any dispute and will have jurisdiction over all parties.

6.2 *Entire Agreement.* This Agreement sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and supersedes any previous or contemporaneous agreement, representation, or understanding, whether oral or written, by either Party.

6.3 *No Oral Modification.* Any extension, amendment, modification, cancellation or termination of this Agreement shall be valid only if it is in writing and signed by each Party to it.

6.4 *Counterparts.* This Agreement may be executed in Two (2) or more counterparts, each of which shall be deemed an original and have the same force and effect, and all of which

taken together shall constitute one and the same agreement, it being understood that both Parties need not sign the same counterpart.

6.5 *Severability.* If any term or other provision of this Agreement is determined by a court of competent jurisdiction or arbitrator to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, and the Parties acknowledge and consent that the court or arbitrator may revise such language as necessary to effect the intent of the Parties and this Agreement.

6.6 *Notices.* Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered personally, or Five (5) days after the date of mailing. All such notices or other communications shall be directed to each Party at the addresses provided herein (or to such other addresses as the Parties shall designate from time to time).

6.7 *Binding Authority and Effect.* The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Consultant represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind him to the terms and conditions of this Agreement.

6.8 *Attorneys' Fees.* If any legal action or any arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with or related to this Agreement, the Consultant shall be entitled to recover reasonable attorneys' fees and other costs in connection with a successful action or proceeding, in addition to any other relief to which it may be entitled.

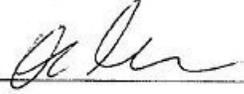
6.8 Each Party represents and warrants to the other Party that: (a) it is duly organized and validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation; (b) it has full entity power and authority to execute and deliver this Agreement and perform its obligations hereunder, and to grant the rights granted and intended to be granted hereunder; and (c) the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, do not and shall not (i) conflict with or result in a breach of any provision of its organizational documents; (ii) result in a breach of any agreement to which it is a party; or (iii) violate any law expressly required by this Agreement to be complied with or, to its knowledge, violate any other law.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above, acknowledging their acceptance of all the terms and conditions set forth herein.

COMPANY

SOBR Safe, Inc.

By:  _____

Name: David Gandini

Title: Chairman and CEO

CONSULTANT

Winterstone group LLC

By:  _____

Name: Curtis Bernhardt

Title: Manager

SERVICES AGREEMENT

This Agreement (this "Agreement") is made and entered into by and between **TraDigital Marketing Group** (the "Consultant"), and **SOBR Safe, Inc.**, located at 6400 S Fiddlers Green Circle, Suite 525, Greenwood Village, CO 80111 (the "Company" or "Client", collectively the "Parties") on January 18th, 2022.

W I T N E S S E T H:

WHEREAS, the Consultant, a Delaware limited liability company, operates a strategic advisory and digital marketing firm; and

WHEREAS the Client is a publicly traded company with shares traded on the OTC market under the symbol SOBR; and

WHEREAS the Client desires to utilize the services of the Consultant in connection with its business operations; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth the parties hereto agree as follows:

CONSULTANT DUTIES. The Consultant shall provide to the Company certain consulting services (the "Services") in the area of strategic advisory and digital marketing services. In performance of these duties, the Consultant shall provide the Company with the benefits of its best judgment and efforts. It is understood and acknowledged by the Parties that the value of the Consultant's Services is not measurable in any quantitative manner.

1. **TERM.** Effective as of the date hereof (the "**Effective Date**") the Company hereby engages the Consultant to provide to it the Services for six (6) months commencing on January 18th, 2022 and terminating on June 17th, 2022 (the "**Term**"). After the expiration of the Initial Term, this Agreement shall automatically renew under the same exact terms, unless Client cancels in writing, with thirty (30) days' notice.
2. **FEES.** As consideration for the Consulting Services to be rendered by the Consultant to the Client during the Term, the Client shall pay the following Fees (the "**Fees**"):
 - a. The Client shall pay to the Consultant the cash retainer fee (the "**Cash Fee**") of fifteen thousand dollars (\$15,000) per month, with the first payment due upon signing of this Agreement.
 - b. The Client shall also pay to the Consultant the editorial content fee ("**Editorial Content Fee**") of ninety thousand dollars (\$90,000) for the ninety (90) day content program, with payment remitted as follows: **\$50,000 due upon signing, followed by two subsequent and equal installments of \$20,000, with the first payment due 30 days after signing, and the second payment due 60 days after signing of this Agreement.**
 - c. The Client shall also pay to the Consultant the native advertising fee (the "**Native Advertising Fee**") of three hundred thousand dollars (\$300,000) for the ninety (90) day content program, with **\$150,000 due upon signing and with the remaining balance of \$150,000 to be paid out of the IPO proceeds.**
 - d. The Consultant shall provide the Client weekly reports for all digital advertising activity, including dollars invested and resulting traffic metrics; vendor name and contact information are to be omitted. The Consultant will also provide the Client summary monthly reports of all activity.
 - e. The Consultant will maintain a strict no-trade policy in SOBRsafe stock for all company management, employees, affiliates and related parties, unless and until it has received written verification from the Client's legal counsel that the Consultant is not in possession of material non-public information and is thus permitted to trade.
 - f. Client shall also pay to the Consultant, stock compensation (the "**Stock Fee**") of 175,000 common, post-reverse, shares, restricted under rule 144, due and earned upon signing.

- g. Wiring Instructions for Cash Fee are as follows:

Signature Bank
565 Fifth Avenue, 12th Fl.,
New York, NY
ABA# 026013576
TraDigital Marketing Group
A/C # 1503085131

- h. The Shares constitute a commencement incentive and consideration now earned, for entering into this Agreement and allocating its resources to Company's account for the Initial Term. Company acknowledges that Consultant must forego other opportunities to enter into this Agreement. As such, the Shares are irrevocably earned as of the Effective Date, and any calculation of the statutory holding period for removal of restrictive legend under Rule 144 promulgated under the Securities Act of 1933, shall be measured from the Effective Date.
- i. Company agrees that it shall take no action to cause the Shares to become canceled, voided or revoked, or the issuance thereof to be voided or terminated. Assuming the Consultant has complied with the provisions and requirements of Rule 144 of the Securities Act, the Company agrees to assist the Consultant to remove the restrictive legend from the Shares, including, without limitation, (i) authorizing the Company's transfer agent to remove the restrictive legend, (ii) obtaining a legal opinion from Company's authorized counsel at Company's expense, and (iii) cooperating and communicating with Consultant, its broker and the transfer agent in order to clear the Shares of restriction as soon as possible.
- j. Stock Fee payments shall be issued via book-entry to the following:

TraDigital Marketing Group, LLC
12 E 49th Street, 11th Floor
New York, NY 10017
TIN# 85-3757740

3. **CLIENT DUTIES.** The Client agrees to the following:
- The Client will disclose to the Consultant any and all information the Client deems pertinent and necessary to the Consulting Services to be performed hereunder; and
 - The information supplied by the Client to the Consultant will be from dependable and reliable sources and will be true and accurate in all material respects.
4. **CONFIDENTIALITY.** Each party agrees to hold private and confidential all confidential information of the other party and neither party, without the prior written consent of the other, shall divulge, disseminate, communicate or otherwise disclose any confidential or proprietary information of the other party except to the extent required by law, regulation or any judicial or regulatory authority. Confidential information includes, but is not limited to, any information not obtainable by the general public and which contains information which would be considered owned by the owner and proprietary in nature and which would be considered as a trade secret except so far as it already exists in the public domain. For the avoidance of doubt, the parties hereto acknowledge and agree that only publicly available information shall be distributed or disseminated in connection with the provision of the Consulting Services hereunder and under no circumstance will any confidential information be distributed or disseminated in connection therewith.
5. **REGISTRATION RIGHTS.** The Stock Fee will have piggy-back registration rights and will be registered whenever the Company is required or proposes to register any of its equity securities under the Securities Act (including primary and secondary registrations) in a registration statement filed with the U.S. Securities and Exchange Commission.
6. **ANTI-DILUTION.** Until the Stock Fee of 175,000 common, post-reverse, shares are free from restriction or the 175,000 common, post-reverse, Stock Fee shares are included in an effective registration statement of the Company, the Company shall issue additional shares of its common stock to Consultant such that Consultant's ownership percentage of the Company remains the same as it was on the date in which the Stock Fee was issued to Consultant.
7. **INDEMNIFICATION.** Each party shall indemnify, defend, and hold the other party harmless from and against

any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, attorneys fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its employees, agents, and invitees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this agreement. Prompt notice must be given of any claim, and the party who is providing the indemnification will have control of any defense or settlement.

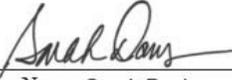
8. **CLIENT REPRESENTATIONS & WARRANTIES.** The Client hereby represents and warrants to the Consultant that his Agreement has been duly authorized, executed and delivered by the Client and constitutes the legal, valid and binding obligation of the Client, enforceable against the Client in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies, and to limitations of public policy.
9. **CONSULTANT REPRESENTATIONS & WARRANTIES.** The Consultant hereby represents and warrants to the Client that his Agreement has been duly authorized, executed and delivered by the Consultant and constitutes the legal, valid and binding obligation of the Consultant, enforceable against the Consultant in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies, and to limitations of public policy.
10. **RELATIONSHIP AMONG THE PARTIES.** Nothing contained in this Agreement shall be construed to (i) constitute the Parties as joint venturers, partners, co-owners or otherwise as participants in a joint undertaking; (ii) constitute the Consultant as an agent, legal representative or employee of the Client; or (iii) authorize or permit the Consultant or any director, officer, employee, agent or other person acting on its behalf to incur on behalf of the other party any obligation of any kind, either express or implied, or do, sign or execute any things, deeds, or documents which may have the effect of legally binding or obligating the Client in any manner in favor of any individual, business, trust, unincorporated association, corporation, partnership, joint venture, limited liability company or other entity of any kind. The Client and the Consultant agree that the relationship among the Parties shall be that of independent contractor.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior oral or written agreements, if any, between the parties with respect to such subject matter and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder. Any amendments hereto or modifications hereof must be made in writing and executed by each of the parties. Any failure by a party to enforce any rights hereunder shall not be deemed a waiver of such rights. The Parties agree that this Agreement has been mutually drafted and authored by all the Parties and that it shall not be construed against any one Party.
12. **NON-SOLICITATION.** During the Term of this Agreement and for twelve (12) months after any termination of this Agreement, Client will not, without prior written consent of Consultant, either directly or indirectly, on Client's behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by Consultant currently or during the previous six (6) months. The Consultant will provide names of consultants and customers upon termination. The Consultant agrees to the same non-solicitation terms.
13. **JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to conflict of laws principles. The parties agree that any dispute arising out of or in relation to this contract shall be resolved by arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitration shall be conducted in the English language in the city of New York, New York. The arbitration shall be carried out using one of the following arbitration services: "JAMS, AAA, or NAM", using one arbitrator. The party demanding arbitration shall have the choice of one the three arbitration services named herein. The Consultant shall be entitled to attorneys' fees and costs of bringing any action for unpaid fees or consideration
14. **SEVERABILITY.** If any paragraph, term or provision of this Agreement shall be held or determined to be unenforceable, the balance of this Agreement shall nevertheless continue in full force and effect unaffected by such holding or determination.
15. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. **NOTICES, PAYMENTS.** Any payment, notice or other communication required by this Agreement (a) shall be in writing, (b) may be delivered personally, sent via electronic mail, or sent by reputable overnight courier with written verification of receipt or by registered or certified first class United States Mail, postage prepaid, return receipt requested, (c) shall be sent to the addresses listed above or to such other address as such party shall designate by written notice to the other party, and (d) shall be effective upon receipt.
17. **FURTHER ACTION.** The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.
18. **ASSIGNMENT.** This Agreement may not be assigned by either party hereto without the written consent of the other but shall be binding upon the successors of the Parties.
19. **COUNTERPARTS.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. In the event that the document is signed by one party and faxed (or e-mailed) to another the Parties agree that a faxed (or e-mailed) signature shall be binding upon the Parties to this Agreement as though the signature was an original

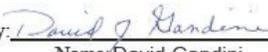
[REMAINDER OF PAGE BLANK; SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

TraDigital Marketing Group, LLC

By: 
Name: Sarah Davis
Title: Managing Member

SOBR Safe, Inc.

By: 
Name: David Gandini
Title: Chairman & CEO

**CONFIRMING AGREEMENT TO THE
CONSULTING AGREEMENT BETWEEN
SOBR SAFE, INC. AND WINTERSTONE GROUP LLC**

This **CONFIRMING AGREEMENT to Consulting Agreement** (this “**Confirming Agreement**”) is made and entered into as of May 16, 2022, by and between **SOBR Safe, Inc.**, a Delaware corporation (the “**Company**”), and **Winterstone Group, LLC**, a Wyoming limited liability company (“**Winterstone**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Consulting Agreement (as defined below).

Recitals

WHEREAS, Company and Winterstone are parties to that certain Consulting Agreement dated January 21, 2022 (the “**Consulting Agreement**”), relating to Winterstone providing advice to the Company to help facilitate introductions to new product sources as well as other business development opportunities;

WHEREAS, the Company desires to confirm that certain portions of Section 2 of the Consulting Agreement are unclear or ambiguous, namely that (i) the term “post split” referenced in Section 2 of the Consulting Agreement refers to a proposed reverse split of the Company’s Common Stock planned to occur in anticipation of an uplist of the Company’s Common Stock from the OTC to NASDAQ; (ii) the 98,000 shares of Common Stock referenced in Section 2 are to be adjusted such that, immediately after the proposed reverse split, if ever, the total number of shares of Common Stock to be delivered to Consultant will have the same aggregate value projected as on January 21, 2022, namely \$360,000 indexed by the closing price of the stock on the day of uplist, if an uplist should occur; (iii) the shares of Common Stock to be delivered to Consultant under the Consulting Agreement were fully earned by Consultant as of the date of the Consulting Agreement (namely, January 21, 2021); and (iv) the shares of Common Stock to be delivered to Consultant are to be delivered following the proposed reverse split and up list, if an uplist should occur.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to the Consulting Agreement hereby desire to confirm the following clarifications with respect to the Consulting Agreement as follows:

1. Confirmation of Clarifications. The Company desires to confirm that certain portions of Section 2 of the Consulting Agreement are unclear or ambiguous, namely that (i) the term “post split” referenced in Section 2 of the Consulting Agreement refers to a proposed reverse split of the Company’s Common Stock planned to occur in anticipation of an uplist of the Company’s Common Stock from the OTC to NASDAQ; (ii) the 98,000 shares of Common Stock referenced in Section 2 are to be adjusted such that, immediately after the proposed reverse split, if ever, the total number of shares of Common Stock to be delivered to Consultant will have the same aggregate value projected as on January 21, 2022, namely \$360,000 indexed by the closing price of the stock on the day of uplist, if an uplist should occur; (iii) the shares of Common Stock to be delivered to Consultant under the Consulting Agreement were fully earned by Consultant as of the date of the Consulting Agreement (namely, January 21, 2021); and (iv) the shares of Common Stock to be delivered to Consultant are to be delivered following the proposed reverse split and up list, if an uplist should occur.

2. Scope. The foregoing confirmations relate only to the specific matters expressly covered herein.

3. Counterparts. This Confirming Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signed copy of this Clarification Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Clarification Agreement. No party shall raise the use of facsimile, e-mail or other means of electronic transmission or similar format to deliver a signature page as a defense to the formation of a contract and each such party forever waives any such defense.

4. Applicable Law. This Clarification Agreement shall be construed in accordance with, the laws of the State of Colorado, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

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

Company

SOBR Safe, Inc.

By: _____

Name: David Gandini
Title: CEO

Consultant

Winterstone group LLC

By: _____

Name: Curtis Bernhardt
Title: Manager

**CONFIRMING AGREEMENT TO THE
SERVICES AGREEMENT BETWEEN
SOBR SAFE, INC. AND TRADIGITAL MARKETING GROUP**

This **CONFIRMING AGREEMENT to Services Agreement** (this “**Confirming Agreement**”) is made and entered into as of May 16, 2022, by and between **SOBR Safe, Inc.**, a Delaware corporation (the “**Company**”), and **TraDigital Marketing Group, LLC**, a Delaware limited liability company (“**TraDigital**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Services Agreement (as defined below).

Recitals

WHEREAS, Company and TraDigital are parties to that certain Services Agreement dated January 18, 2022 (the “**Services Agreement**”), relating to TraDigital providing digital investor awareness;

WHEREAS, the Company desires to confirm that certain portions of Section 1 and Section 2(f) of the Services Agreement are unclear or ambiguous, namely that (i) the Term under Section 1 was to extend for seven (7) months after the Company uplisted to Nasdaq; (ii) the term “post reverse shares” referenced in Section 2(f) of the Services Agreement refers to a proposed reverse split of the Company’s Common Stock planned to occur in anticipation of an uplist of the Company’s Common Stock from the OTC to NASDAQ; (iii) the 175,000 shares of Common Stock referenced in Section 2(f) are to be adjusted such that, immediately after the proposed reverse split, if ever, the total number of shares of Common Stock to be delivered to Consultant will have the same aggregate value projected as on January 18, 2022, namely \$475,000 indexed by the closing price of the stock on the day of uplist, if an uplist should occur; (iii) the shares of Common Stock to be delivered to Consultant under the Services Agreement were fully earned by Consultant as of the date of the Services Agreement (namely, January 18, 2022); and (iv) the shares of Common Stock to be delivered to Consultant are to be delivered following the proposed reverse split and up list, if an uplist should occur.

WHEREAS, due to the terms of the Company’s underwritten public offering, TraDigital agrees that Section 5 (Registration Rights) and Section 6 (Anti-Dilution) of the Services Agreement are deleted and unenforceable.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to the Services Agreement hereby desire to confirm the following clarifications with respect to the Services Agreement as follows:

1. Confirmation of Clarifications. The Company desires to confirm that certain portions of Section 1 and Section 2(f) of the Services Agreement are unclear or ambiguous, namely that (i) the Term under Section 1 was to extend for seven (7) months after the Company uplisted to Nasdaq; (ii) the term “post reverse shares” referenced in Section 2(f) of the Services Agreement refers to a proposed reverse split of the Company’s Common Stock planned to occur in anticipation of an uplist of the Company’s Common Stock from the OTC to NASDAQ; (iii) the 175,000 shares of Common Stock referenced in Section 2(f) are to be adjusted such that, immediately after the proposed reverse split, if ever, the total number of shares of Common Stock to be delivered to Consultant will have the same aggregate value projected as on January 18, 2022, namely \$475,000 indexed by the closing price of the stock on the day of uplist, if an uplist should occur; (iii) the shares of Common Stock to be delivered to Consultant under the Services Agreement were fully earned by Consultant as of the date of the Services Agreement (namely, January 18, 2022); and (iv) the shares of Common Stock to be delivered to Consultant are to be delivered following the proposed reverse split and up list, if an uplist should occur.

2. Deletion of Sections. Due to the terms of the Company’s underwritten public offering, TraDigital agrees that Section 5 (Registration Rights) and Section 6 (Anti-Dilution) of the Services Agreement are deleted and unenforceable.

3. Scope. The foregoing confirmations relate only to the specific matters expressly covered herein.

4. Counterparts. This Confirming Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signed copy of this Clarification Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Clarification Agreement. No party shall raise the use of facsimile, e-mail or other means of electronic transmission or similar format to deliver a signature page as a defense to the formation of a contract and each such party forever waives any such defense.

5. Applicable Law. This Clarification Agreement shall be construed in accordance with, the laws of the State of Colorado, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

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

Company

SOBR Safe, Inc.

By: _____

Name: David Gandini
Title: CEO

Consultant

TraDigital Marketing Group, LLC

By: _____

Name: Sarah Davis
Title: Managing Member