



trutankless **INC.**

SUBSCRIPTION AND PURCHASE AGREEMENT

FOR

TRUTANKLESS, INC.

Up to \$4,025,000

Offering Price of \$0.35 Per Unit

Each Unit consisting of:

One (1) share of Common Stock; and One (1) Warrant
Expiring Five (5) years from the date of issuance to
Purchase One (1) share of Common Stock at \$0.50 Per Share

ALL INFORMATION HEREIN WILL BE TREATED CONFIDENTIALLY

Investor(s)

Number of Units

Date

IMPORTANT: PLEASE READ CAREFULLY BEFORE SIGNING. SIGNIFICANT REPRESENTATIONS ARE CALLED FOR HEREIN.

Persons interested in purchasing shares of Trutankless, Inc. (“Company”) must complete and return this Agreement along with their check or money order to:

Trutankless, Inc.
15720 North Greenway-Hayden Loop, Suite 2
Scottsdale, AZ 85260

Or if the purchasers of the Shares wish to transfer funds via bank wire transfer, funds shall be deposited into the following account:

ABA Routing No: 122242869
SWIFT Code: PMERUS66
Bank Name: Pacific Mercantile Bank
Bank Address: 949 South Coast Dr., Costa Mesa, CA 92626

Beneficiary Account Name: FinTech Clearing as Agent for the Investors in Trutankless Inc.
Beneficiary Account No: To be provided
Beneficiary Address: 6 Venture, Suite 265, Irvine, CA 92618

REF - TKLS [subscriber name]

Subject only to acceptance hereof by the Company in its discretion, the undersigned (the “Purchaser”) hereby subscribes for the number of Shares and at the aggregate subscription price set forth below.

An accepted copy of this Agreement will be returned to the Subscriber as a receipt, and the physical Shares shall be delivered to each Subscriber not later than thirty (30) days of the date this offering is closed by the Company. Anticipated closing date is on or before July 31, 2019, however the company may, in its sole discretion, elect to extend the offering closing date.

By execution below, the undersigned acknowledges that the Company is relying upon the accuracy and completeness of the representations contained herein in complying with its obligations under applicable securities laws.

1. Subscription.
 - 1.1 The Purchaser, intending to be legally bound hereby, hereby tenders this subscription for the purchase of _____ Units, each Unit consisting of One (1) share of Common Stock of the Company (“Shares”) and One (1) Warrant To Purchase Shares of Common Stock pursuant to the Warrant Agreement attached hereto (“Warrants”) (collectively, “Units”) of **Trutankless, Inc.**, a Nevada corporation, at a price of \$0.35 per Unit on the terms and conditions set forth below.

- 1.2 The Purchaser will deliver payment in cash directly to FinTech Clearing, our escrow agent, together with completed copies of all applicable Subscription Documents.
 - 1.3 THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR UNDER ANY STATE SECURITIES LAW OR UNDER THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE ARE SPECULATIVE SECURITIES.
 - 1.4 The Purchaser acknowledges that an investment in the Shares is extremely speculative and that there is a substantial likelihood that the investor will lose their entire investment.
 - 1.5 The Company intends to use the net proceeds from the sale of the Shares, after deduction for legal and other miscellaneous costs related to the sale and registration of the Shares, as working capital to accomplish the objectives described in its business plan. There can be no assurances that the Company will be able to accomplish any of the objectives described in its business plan.
 - 1.6 Purchaser expressly covenants and agrees that it will reasonably regard and preserve as confidential any and all information, including but not limited to trade secrets, marketing and sales information, pertaining to the Company's business, including, but not limited to the information contained in its Private Placement Memorandum and such other information relating thereto which may be provided, directly or indirectly, to the Purchaser ("Confidential Information"). Purchaser further covenants that it shall not, without the written authority of the Company, use for Purchaser's own benefit or purposes or disclose to others, at any time, any such Confidential Information. In the event that Purchaser shall not purchase the Shares on the terms and conditions described in this Subscription Agreement, or upon request of the Company, Purchaser shall return to the Company all written information provided to Purchaser by or regarding Company and shall not retain any copies or record (electronic or otherwise) thereof.
 - 1.7 The authorized capital of the Company is One Hundred Million (100,000,000) Shares of Common Stock and Ten Million (10,000,000) Shares of Preferred Stock. As of May 16, 2019, the Company had issued and outstanding approximately Thirty Eight Million Four Hundred Ninety One Thousand Two Hundred Six (38,491,206) shares of Common Stock and Seventy Six Thousand (76,000) shares of Series A Preferred Stock.
2. Representations and Warranties.

The Purchaser hereby represents and warrants to the Company as follows:

2.1 The Purchaser represents and warrants that it comes within one of the categories of “Accredited Investor” marked below, or is not a “U.S. Person” and is purchasing in an “offshore transaction”, and the Purchaser has truthfully initialed the category which applies to the undersigned and has truthfully set forth the factual basis or reason the Purchaser comes within that category. ALL INFORMATION IN RESPONSE TO THIS PARAGRAPH WILL BE KEPT STRICTLY CONFIDENTIAL. The Purchaser agrees to furnish any additional information which the Company deems necessary in order to verify the answers set forth below.

Accredited Investor (initial one below)

Category I The Purchaser is an individual (not a partnership, corporation) whose individual net worth, or joint net worth with the Purchaser’s spouse, presently exceeds \$1,000,000.

Explanation. In calculation of net worth the Purchaser may include equity in personal property and real estate, including Purchaser’s, cash, short term investments, investment property, stocks and securities. The calculation of net worth may not include the Purchaser’s primary residence. Equity in investment property and real estate should be based on the fair market value of such property less debt secured by such property.

Category II The Purchaser is an individual (not a partnership, corporation) who had an individual income in excess of \$200,000 in the two most recent years, or joint income with the Purchaser’s spouse in excess of \$300,000 in the two most recent years and has a reasonable expectation of reaching the same income level in the current year.

Category III The Purchaser is a bank as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940, or a business development company as defined in Section 2(a)(48) of that Securities Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business

Investment Act of 1958; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by the plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are “Accredited Investors” as defined in Section 230.501(a) of the Securities Act.

(describe entity)

Category IV

The Purchaser is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

(describe entity)

Category V

The Purchaser is an organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.

(describe entity)

Category VI

The Purchaser is a director or executive officer of the Company.

Category VII

The Purchaser is a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Shares offered, whose purchase is directed by a “Sophisticated Person” as described in Section 230.506(b)(2)(ii) of the Securities Act.

Category VIII

The Purchaser is an entity in which all of the equity owners are “accredited investors” as defined in Section 230.501(a) of the Act.

_____ (describe entity)

Category IX

The Purchaser is not a “U.S. Person” (as defined in Rule 902(k) of Regulation S) nor is it purchasing the Shares on behalf of a U.S. Person, and is purchasing the Shares in an “offshore transaction” (as defined in Rule 902(h) of Regulation S).

A Purchaser who COMES within Category IX must fill out the REGULATION S OFFSHORE PURCHASER AGREEMENT enclosed herein.

- 2.2 The Purchaser has been given full and complete access to information regarding the Company and has utilized such access to the undersigned's satisfaction for the purpose of obtaining such information regarding the Company as the undersigned has reasonably requested; and, particularly, the undersigned has been given reasonable opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Shares and to obtain any additional information, to the extent reasonably available;
- 2.3 The principal amount of the Shares subscribed for by the Purchaser, as set forth in Section 14 hereof does not exceed ten percent (10%) of the Purchaser's net worth.
- 2.4 The Purchaser has either a pre-existing personal or business relationship with the Company and its officers, directors and controlling persons or by reason of its business or financial expertise has the capacity to protect its own interest in connection with this transaction.
- 2.5 The Purchaser is acquiring the Shares solely for the Purchaser's own account for investment purposes as a principal and not with a view to resale or distribution of all or any part thereof. The Purchaser is aware that there are legal and practical limits on the Purchaser's ability to sell or dispose of the Shares, and, therefore, that the Purchaser must bear the economic risk of the investment for an indefinite period of time.
- 2.6 The Purchaser has reached the age of majority (if an individual) according to the laws of the state in which it resides and has adequate means of providing for the Purchaser's current needs and possible personal contingencies and has need for only limited liquidity of this investment, The Purchaser's commitment to liquid investments is reasonable in relation to the Purchaser's net worth.
- 2.7 The Purchaser understands that the Shares are being offered and sold in reliance on specific exemptions from the registration requirements of federal and state law and that the representations, warranties, agreements, acknowledgments and understandings set forth herein are required in order to determine the applicability of such exemptions and the suitability of the Purchaser to acquire such Shares.
- 2.8 The Purchaser is not relying on the Company with respect to the tax and other economic considerations relating to this investment. In regard to such considerations, the Purchaser has relied on the advice of, or has consulted with, its own personal tax, investment or other advisors.
- 2.9 The Purchaser, if executing this Subscription Agreement in a representative or fiduciary capacity, has full power and authority to execute and deliver this Subscription Agreement and each other document included as an exhibit to this

Subscription Agreement for which a signature is required in such capacity and on behalf of the subscribing individual, partnership, trust, estate, corporation or other entity for whom or which the Purchaser is executing this Subscription Agreement.

- 2.10 If the Purchaser is a corporation, the Purchaser is duly and validly organized, validly existing and in good tax and corporate standing as a corporation under the laws of the jurisdiction of its incorporation with full power and authority to purchase the Shares to be purchased by it and to execute and deliver this Subscription Agreement.
- 2.11 If the Purchaser is a partnership, the representations, warranties, agreements and understandings set forth above are true with respect to all partners in the Purchaser (and if any such partner is itself a partnership, all persons holding an interest in such partnership, directly or indirectly, including through one or more partnerships), and the person executing this Subscription Agreement has made due inquiry to determine the truthfulness of the representations and warranties made hereby.
- 2.12 If the Purchaser is purchasing in a representative or fiduciary capacity, the above representations and warranties shall be deemed to have been made on behalf of the person or persons for whom the Purchaser is so purchasing.
- 2.13 Within five (5) days after receipt of a request from the Company, the Purchaser will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.
- 2.14 The Purchaser or its professional advisor has been granted the opportunity to conduct a full and fair examination of the records, documents and files of the Company, to ask questions of and receive answers from representatives of the Company, its officers, directors, employees and agents concerning the terms and conditions of this offering, the Company and its business and prospects, and to obtain any additional information which the Purchaser or its professional advisor deems necessary to verify the accuracy of the information received.
- 2.15 The Shares were not offered to the Purchaser through an advertisement in printed media of general and regular circulation, radio or television.
- 2.16 The Purchaser has relied completely on the advice of, or has consulted with, its own personal tax, investment, legal or other advisors and has not relied on the Company or any of its affiliates, officers, directors, attorneys, accountants or any affiliates of any thereof and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Securities Act, except to the extent such advisors shall be deemed to be as such.
- 2.17 If the Purchaser has consulted a purchaser representative (“Purchaser Representative”) to evaluate the merits and risks of the undersigned’s investment

in the Shares, the Purchaser Representative has completed a Purchaser Representative Questionnaire in the form supplied to him. The Purchaser or the Purchaser Representative has been granted the opportunity to examine documents and files, to ask questions of and receive answers from representatives of the Company, its officers, directors, employees and agents concerning the terms and conditions of the Offering, the Company and its business and prospects, and to obtain any additional information which the Purchaser or the Purchaser Representative deems necessary to verify the accuracy of the information received.

2.18 The Purchaser either alone or with its Purchaser Representative has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment.

3. Acknowledgments.

The Purchaser is aware that:

3.1 The Purchaser recognizes that investment in the Company involves certain risks, including the potential loss by the Purchaser of interest on their investment herein, and the Purchaser has taken full cognizance of and understands all of the risk factors related to the purchase of the Shares. The Purchaser recognizes that the information set forth in this Subscription Agreement does not purport to contain all the information, which would be contained in a registration statement under the Securities Act.

3.2 No federal or state agency has passed upon the Shares or made any finding or determination as to the fairness of this transaction.

3.3 The Shares have not been registered under the Securities Act or any applicable state securities laws by reason of exemptions from the registration requirements of the Securities Act and such laws, and may not be sold, pledged, assigned or otherwise disposed of in the absence of an effective registration statement for the Shares and any component thereof under the Securities Act or unless an exemption from such registration is available. Provided there is a market for the Company's Shares, the Shares will not be eligible for sale for a minimum of six months from the date of purchase pursuant to the terms of Rule 144 of the Securities Act of 1933, unless registered pursuant to the terms and conditions of an effective registration statement filed with the Securities and Exchange Commission.

3.4 There currently is limited liquidity in the market for the Company's Shares. An active and liquid market for the Company's shares may not develop. Even if an active and liquid market develops for Trutankless, Inc. shares, the market value of shares may be adversely affected by market volatility. Substantial sales of the Company's shares could cause the price of its shares to decrease.

3.5 The certificates for the Shares will bear the following legend to the effect that:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT"). THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF A CURRENT AND EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT WITH RESPECT TO SUCH SHARES, OR AN OPINION SATISFACTORY TO THE ISSUER AND ITS COUNSEL TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT.

3.6 The Company may refuse to register any transfer of the Shares not made in accordance with the Securities Act and the rules and regulations promulgated thereunder.

4. Acceptance of Subscription.

The Purchaser hereby confirms that the Company has full right in its sole discretion to accept or reject the subscription of the Purchaser, in full or in part, provided that if the Company decides to reject such subscription, the Company must do so promptly and in writing. In the case of an entire rejection of a subscription, any cash payments and copies of all executed Subscription Documents will be promptly returned (without interest or deduction in the case of cash payments).

5. Indemnification.

The Purchaser agrees to indemnify and hold harmless the Company as well as the affiliates, officers, directors, partners, attorneys, accountants and affiliates of any thereof and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Securities Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any allegedly false representation or warranty or breach of or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser herein or in any other document furnished by the Purchaser to any of the foregoing in connection with this transaction.

6. Irrevocability.

The Purchaser hereby acknowledges and agrees, subject to the provisions of any applicable state securities laws providing for the refund of subscription amounts submitted by the Purchaser, if applicable, that the subscription hereunder is irrevocable and that the Purchaser is not entitled to cancel, terminate or revoke this Subscription Agreement and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the Purchaser, and the Purchasers respective heirs, executors, administrators., successors, legal representatives and assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder

shall be joint and several, and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and each such person's heirs, executors, administrators, successors, legal representatives and assigns.

7. Modification.

Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

8. Notices.

Any notice, demand or other communication which any party hereto may be required or may elect to give anyone interested hereunder shall be sufficiently given if; (a) deposited, postage prepaid, in a United States mail box, stamped registered or certified mail, return receipt requested, and addressed, in the case of the Company, to the address given in the preamble hereof, and, if to the Purchaser, to the address set forth hereinafter; or (b) delivered personally at such address.

9. Counterparts.

This Subscription Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute an agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

10. Entire Agreement.

This Subscription Agreement, and the Exhibits attached, contains the entire agreement of the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or other agreements except as stated or referred to herein.

11. Severability.

Each provision of this Subscription Agreement is intended to be severable from every other provision and the invalidity or illegality of the remainder hereof.

12. Transferability; Assignability.

This Subscription Agreement is not transferable or assignable by the Purchaser.

13. Applicable Law and Forum.

This Subscription Agreement and all rights hereunder shall be governed by, and interpreted in accordance with the laws of the State of Nevada. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by binding arbitration

in accordance with the rules of the American Arbitration Association and such arbitration shall take place in the State of Arizona.

14. Subscription Information.

The Purchaser hereby subscribes, pursuant to this Subscription Agreement dated as of _____, 201____, for Shares in the amounts set forth in Paragraph 14.1 below, and tenders payment in cash in consideration therefore, as further set forth below. Please make checks delivered in respect of subscriptions hereunder payable to “Trutankless, Inc.”

14.1 Number of Units subscribed for: _____ Units

Each Unit consisting of One (1) share of Common Stock and One (1) Warrant to purchase Shares of Common Stock at Thirty Cents (\$0.35) per Share.

If the Units hereby subscribed for are to be owned by more than one person in any manner, the Purchaser understands and agrees that all of the co-owners of such Shares must sign this Subscription Agreement.

Please print above the exact name(s) in which the Shares and Warrants are to be held.

IN WITNESS WHEREOF, the undersigned Purchaser does represent and certify under penalty of perjury that the foregoing statements are true and correct and that it has (they have) by the following signature(s) executed this Subscription Agreement on _____, 201____, at _____.

{SIGNATURE PAGES TO FOLLOW}

INDIVIDUAL

Signature (Individual)

Signature (All record holders should sign)

Name Typed or Printed

Name Typed or Printed

Tax ID or Social Security Number

Tax ID or Social Security Number

Address to Which Correspondence Should Be Directed:

Street Address

City, State and Zip Code

Telephone Number

E-Mail

CORPORATION, PARTNERSHIP, TRUST, OR OTHER ENTITY

Address to which Correspondence Should be Directed

Name of Entity

Street Address

By: _____
* Signature

City, State and Zip Code

*If Shares are being subscribed for by a corporation, partnership, trust or other entity, the Certificate of Signatory on the following page must also be completed.

CERTIFICATE OF SIGNATORY

To be completed if Shares are being subscribed for by an entity.

I, _____ (“Name”), am the

_____ (“Title”) of
_____ (the “Entity”).

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the Subscription Agreement and Letter of Investment Intent and to purchase and hold the Shares, and certify that the Subscription Agreement has been duly and validly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have hereto set my hand this _____ day of

_____, 201____.

Signature

ACCEPTANCE

This Subscription Agreement is accepted as of _____, 201__.

Trutankless, Inc.

Robertson J. Orr President

Corporate Seal (optional):

THIS WARRANT AND THE SHARES OF COMMON STOCK ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO (i) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND ANY APPLICABLE STATE LAWS, (ii) TO THE EXTENT APPLICABLE, RULE 144 UNDER THE ACT (OR ANY SIMILAR RULE UNDER THE ACT RELATING TO THE DISPOSITION OF SECURITIES), OR (iii) AN OPINION OF COUNSEL, IF SUCH OPINION SHALL BE REASONABLY SATISFACTORY TO COUNSEL TO THE ISSUER, THAT AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE LAW IS AVAILABLE.

TRUTANKLESS, INC.

**WARRANT AGREEMENT
To Purchase Shares of Common Stock**

No. _____

Issue Date: _____, 201__

THIS CERTIFIES that, for value received, _____ (the “Holder”), is entitled, upon the terms and subject to the conditions hereinafter set forth, at any time on or after the date hereof, to subscribe for and purchase from, TRUTANKLESS, INC., a California corporation (the “Company”), _____ of the fully paid non-assessable shares of the Company’s common stock (“Common Stock”) at a purchase price of \$0.50 per share, provided that such right will terminate, if not terminated earlier in accordance with the provisions hereof, at 5:00 p.m. (Pacific time) on the five (5) year anniversary of the Issue Date of this Warrant (the “Expiration Date”). The purchase price and the number of shares for which this warrant (the “Warrant”) is exercisable are subject to adjustment, as provided herein. The Warrants being sold and issued pursuant to this agreement shall be evidenced by the warrant certificate attached as Annex A hereto (the “Warrant Certificate”). This Warrant was issued in connection with a Subscription Agreement of even date herewith between the Company and Investor (the “Subscription Agreement”) for the sale of Shares and this Warrant to purchase shares of the Company’s common stock, and is subject to the terms of the Subscription Agreement; provided, however, that any that any conflict between the provisions of this Warrant and the Subscription Agreement, the provisions of this Warrant shall control. Capitalized terms used and not otherwise defined herein will have the respective meanings ascribed to such terms in the Subscription Agreement.

As used herein the following terms, unless the context otherwise requires, have the following respective meanings:

(a) The term “Company” shall include Trutankless, Inc., and any entity which shall succeed or assume the obligations of Trutankless, Inc., hereunder.

(b) The term “Warrant Shares” includes (i) the Company’s common stock and (ii) any other securities into which or for which any of the Common Stock may be converted or exchanged pursuant to a plan of recapitalization, reorganization, merger, sale of assets or otherwise.

(c) The term “Other Securities” refers to any stock (other than Common Stock) and other securities of the Company or any other person (corporate or otherwise) which the holder of the Warrant at any time shall be entitled to receive, or shall have received, on the exercise of the Warrant, in lieu of or in addition to Common Stock, or which at any time shall be issuable or shall have been issued in exchange for or in replacement of Common Stock or Other Securities.

(d) The term “Exercise Price” shall be \$0.50 per share, subject to adjustment pursuant to the terms hereof.

(e) The “Fair Market Value” of one share shall be defined as the average closing price of the common stock for the ten trading days prior to the date of exercise of this Warrant (the “Average Closing Price”), as reported by any over-the-counter electronic quotation system; provided, however, that if the common stock is listed on a national securities exchange, the Fair Market Value shall be the Average Closing Price on such exchange for the ten trading days prior to the date of exercise of the Warrant. If the shares of common stock are/were not traded during the ten trading days prior to the date of the exercise, then the closing price for the last publicly traded day shall be deemed to be the closing price for any and all (if applicable) days during such ten trading day period. If the shares of Common Stock are/were not traded for longer than ten trading days prior to the date of the exercise, or if the shares were never publicly traded prior to the date of the exercise, the Fair Market Value of a Warrant Share shall be determined in good faith by the Company’s Board of Directors.

1. Number of Shares Issuable upon Exercise.

Unless sooner terminated in accordance herewith, from and after the date hereof through and including the Expiration Date, the Holder shall be entitled to receive, upon exercise of this Warrant in whole or in part, the number of Warrant Shares set forth on the first page of this Warrant, subject to adjustment pursuant hereto, by delivery of an original or fax copy of the exercise notice on the reverse side of the warrant certificate attached hereto as Annex A (the “Notice of Exercise”) along with payment to the Company of the Exercise Price. The company is obligated to provide ten business days written notice to the Holder of the expiration of the warrant by US mail at the Holder’s address of record and by email.

2. Exercise of Warrant.

(a) The purchase rights represented by this Warrant are exercisable by the registered Holder hereof, in whole at any time or in part from time to time by delivery of the Notice of Exercise duly completed and executed at the office of the Company in Arizona (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder hereof at the address of such Holder appearing on the books of the Company), and upon payment of the Exercise Price of the shares thereby purchased (in the manner provided in Section 2(d) hereof); whereupon the Holder of this Warrant shall be entitled to receive a certificate for the

number of Warrant Shares so purchased; provided that the Company will place on each certificate a legend substantially the same as that appearing on this Warrant, in addition to any legend required by any applicable state or federal law. If this Warrant is exercised in part, the Company will issue to the Holder hereof a new Warrant upon the same terms as this Warrant but for the balance of Warrant Shares for which this Warrant remains exercisable. The Company agrees that upon exercise of this Warrant the Holder shall be deemed to be the record owner of the Warrant Shares issued upon exercise as of the close of business on the date on which this Warrant shall have been exercised as aforesaid. This Warrant will be surrendered at the time of exercise or if lost, stolen, misplaced, or destroyed, the Holder will comply with Section 7 below.

(b) Certificates for Warrant Shares purchased hereunder shall be delivered to the Holder hereof within a reasonable time after the date on which this Warrant shall have been exercised as aforesaid.

(c) The Company covenants that all Warrant Shares which may be issued upon the exercise of rights represented by this Warrant will, upon exercise of the rights represented by this Warrant, be fully paid and nonassessable and free from all preemptive rights, taxes, liens and charges in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue which shall be paid by the Company in accordance with Section 4 below).

(d) In order to exercise this Warrant with respect to all or any part of the Warrant Shares for which this Warrant is at the time exercisable, Holder (or any other person or persons exercising the Warrant) must take the following actions:

(i) Execute and deliver to the Company a written notice of exercise stating the number of Shares being purchased (in whole shares only) and such other information set forth on the form of Notice of Exercise attached hereto as Annex A; and

(ii) Pay the aggregate Exercise Price for the Warrant Shares in one or more of the following forms:

(A) Cash, check, or wire transfer; or

(B) A promissory note payable to the Company, but only to the extent authorized by the Company.

3. No Fractional Shares.

The Company shall not be required to issue fractional Warrant Shares upon the exercise of this Warrant or to deliver Warrant Certificates which evidence fractional Warrant Shares. In the event that a fraction of a Warrant Share would, except for the provisions of this Section 3, be issuable upon the exercise of this Warrant, the Company shall pay to the Holder exercising the Warrant an amount in cash equal to such fraction multiplied by the Fair Market Value of the Warrant Share.

4. Charges, Taxes, and Expenses.

Issuance of certificates for Warrant Shares upon the exercise of this Warrant shall be made without charge to the Holder hereof for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder of this Warrant, or in such name or names as may be directed by the Holder of this Warrant; provided, however, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder of this Warrant, the Company may require, as a condition thereto, that the transferee execute an appropriate investment representation as may be reasonably required by the Company.

5. No Rights as Shareholders.

This Warrant does not entitle the Holder hereof to any voting rights or other rights as a Shareholder of the Company prior to the exercise hereof.

6. Exchange and Registry of Warrant.

This Warrant is exchangeable, upon the surrender hereof by the registered Holder at the above-mentioned office or agency of the Company, for a new Warrant or Warrants aggregating the total Warrant Shares of the surrendered Warrant of like tenor and dated as of such exchange. The Company shall maintain at the above-mentioned office or agency a registry showing the name and address of the registered Holder of this Warrant. This Warrant may be surrendered for exchange, transfer, or exercise, in accordance with its terms, at such office or agency of the Company, and the Company shall be entitled to rely in all respects, prior to written notice to the contrary, upon such registry.

7. Loss, Theft, Destruction, or Mutilation of Warrant.

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and in case of loss, theft or destruction, of indemnity reasonably satisfactory to it, and upon reimbursement to the Company of all reasonable expenses incidental thereto, and upon surrender and cancellation of this Warrant, if mutilated, the Company will make and deliver a new Warrant of like tenor (but with no additional rights or obligations) and dated as of such cancellation, in lieu of this Warrant.

8. Saturdays, Sundays, Holidays, etc.

If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday or a Sunday or shall be a legal holiday, then such action may be taken or such right may be exercised on the next succeeding day not a Saturday, Sunday or legal holiday.

9. Cash Distributions.

No adjustment on account of cash dividends or interest on the Company's Common Stock or Other Securities that may become purchasable hereunder will be made to the Exercise Price under this Warrant.

10. Consolidation, Merger, or Sale of the Company.

If the Company is a party to a consolidation, merger or transfer of assets which reclassifies or changes its outstanding Common Stock, the successor corporation (or corporation controlling the successor corporation or the Company, as the case may be) shall by operation of law assume the Company's obligations under this Warrant. Upon consummation of such transaction, the Warrants shall automatically become exercisable for the kind and amount of securities, cash, or other assets which the holder of a Warrant would have owned immediately after the consolidation, merger, or transfer if the holder had exercised the Warrant immediately before the effective date of such transaction. As a condition to the consummation of such transaction, the Company shall arrange for the person or entity obligated to issue securities or deliver cash or other assets upon exercise of the Warrant to, concurrently with the consummation of such transaction, assume the Company's obligations hereunder by executing an instrument so providing and further providing for adjustments which shall be as nearly equivalent as may be practical to the adjustments provided for in this Section 10.

11. Adjustments for Stock Splits, Combinations, etc.

The number of shares and class of capital stock purchasable under this Warrant are subject to adjustment from time to time as set forth in this Section 11.

- (a) Adjustment for change in capital stock. If the Company:
- (i) pays a dividend or makes a distribution on its Common Stock, in each case, in shares of its Common Stock;
 - (ii) subdivides its outstanding shares of Common Stock into a greater number of shares;
 - (iii) combines its outstanding shares of Common Stock into a smaller number of shares;
 - (iv) makes a distribution on its Common Stock in shares of its capital stock other than Common Stock; or
 - (v) issues by reclassification of its shares of Common Stock any shares of its capital stock;

then the number and classes of shares purchasable upon exercise of each Warrant in effect immediately prior to such action shall be adjusted so that the holder of any Warrant thereafter

exercised may receive the number and classes of shares of capital stock of the Company which such holder would have owned immediately following such action if such holder had exercised the Warrant immediately prior to such action.

For a dividend or distribution the adjustment shall become effective immediately after the record date for the dividend or distribution. For a subdivision, combination, or reclassification, the adjustment shall become effective immediately after the effective date of the subdivision, combination, or reclassification.

If after an adjustment the Holder, upon exercise of a Warrant, may receive shares of two or more classes of capital stock of the Company, the Board of Directors of the Company shall in good faith determine the allocation of the adjusted Exercise Price between or among the classes of capital stock. After such allocation, that portion of the Exercise Price applicable to each share of each such class of capital stock shall thereafter be subject to adjustment on terms comparable to those applicable to Common Stock in this Warrant. Notwithstanding the allocation of the Exercise Price between or among shares of capital stock as provided by this Section 11(a), a Warrant may only be exercised in full by payment of the entire Exercise Price currently in effect.

(b) The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Section 11 and in the taking of all such action as may be necessary or appropriate in order to protect the exercise rights of the Holders of this Warrant against impairment.

12. Certificate as to Adjustments.

In each case of any adjustment or readjustment in the shares of Common Stock (or Other Securities) issuable on the exercise of the Warrant, the Company at its expense will promptly cause its Chief Financial Officer or other appropriate designee to compute such adjustment or readjustment in accordance with the terms of the Warrant and prepare a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (a) the consideration received or receivable by the Company for any additional shares of Common Stock (or Other Securities) issued or sold or deemed to have been issued or sold, (b) the number of shares of Common Stock (or Other Securities) outstanding or deemed to be outstanding, and (c) the Exercise Price and the number of shares of Common Stock to be received upon exercise of this Warrant, in effect immediately prior to such adjustment or readjustment and as adjusted or readjusted as provided in this Warrant. The Company will forthwith mail a copy of each such certificate to the Holder of the Warrant and any Warrant agent of the Company (appointed pursuant to Section 16 hereof).

13. Reservation of Stock Issuable on Exercise of Warrant.

The Company will at all times reserve and keep available, solely for issuance and delivery on the exercise of the Warrant, shares of Common Stock (or Other Securities) from time to time issuable on the exercise of the Warrant.

14. Assignment; Exchange of Warrant.

Subject to compliance with applicable securities laws, this Warrant, and the rights evidenced hereby, may be transferred by any registered Holder hereof (a “Transferor”) with respect to any or all of the shares underlying this Warrant. On the surrender for exchange of this Warrant, together with evidence reasonably satisfactory to the Company demonstrating compliance with applicable securities laws, which shall include, without limitation, a legal opinion from the Transferor’s counsel that such transfer is exempt from the registration requirements of applicable securities laws, the Company at its expense (but with payment by the Transferor of any applicable transfer taxes) will issue and deliver to or on the order of the Transferor thereof a new Warrant of like tenor, in the name of the Transferor and/or the transferee(s) specified (each a “Transferee”), calling in the aggregate on the face or faces thereof for the number of Warrant Shares called for on the face or faces of the Warrant so surrendered by the Transferor; and provided further, that upon any such transfer, the Company may require, as a condition thereto, that the Transferee execute an appropriate investment representation as may be reasonably required by the Company.

15. Rule 144 Rights.

The Company will provide any and all legal opinions required for the removal of the restrictive legend from any stock certificate(s) issued upon exercise of this Warrant under Rule 144, at the Company’s expense. The Company shall process any request for removal of the restrictive legend within ten business days. If the Company fails to process any legal request for removal of restrictive legends for more than ten business days after receipt of a written request to do so, the Company shall pay the Holder or stockholder, as applicable, a cash penalty of 1% per day of the Fair Market Value of the securities whose legends were requested to be removed.

16. Warrant Agent.

The Company may, by written notice to each Holder of a Warrant, appoint an agent for the purpose of issuing Warrant Shares (or Other Securities) on the exercise of this Warrant pursuant to Section 2, exchanging this Warrant pursuant to Section 14, and replacing this Warrant pursuant to Section 7, or any of the foregoing, and thereafter any such issuance, exchange or replacement, as the case may be, shall be made at such office by such agent.

17. Notices, etc.

Any notice pursuant to this Warrant by the Company or by a Holder or a holder of Warrant Shares shall be in writing and shall be deemed to have been duly given if delivered personally, or if mailed

by certified mail, postage prepaid, or transmitted by facsimile, to the parties at the addresses or facsimile numbers set forth below.

(a) Holder Address. If to the Holder or the holder of Warrant Shares, addressed to him, her or it at the address set forth below such party's signature on the Subscription Agreement, as it may be amended by the Holder or the holder of Warrant Shares from time to time by written notice to the Company.

(b) Company Address. If to the Company addressed to it at 15720 N GREENWAY HAYDEN LOOP, SUITE 2, SCOTTSDALE, AZ 85260, Attention: Robertson J. Orr, CEO.

All such notices and other communications will (i) if delivered personally to the address as provided in this Section 17, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided in this Section 17, be deemed given upon receipt, and (iii) if delivered by mail in the manner described above to the address as provided in this Section 17, be deemed given upon receipt (in each case regardless of whether such notice is received by any other person to whom a copy of such notice, request or other communication is to be delivered pursuant to this Section 17). Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

18. Notices of Record Date.

In case,

(a) The Company takes a record of the holders of its Common Stock for the purpose of entitling them to subscribe for or purchase any shares of stock of any class or to receive a dividend, distribution or any other rights;

(b) There is any capital reorganization of the Company, reclassification of the capital stock of the Company (other than a subdivision or combination of its outstanding shares of Common Stock), or consolidation or merger of the Company with or into another corporation which does not constitute a sale of the Company; or

(c) There is a voluntary or involuntary dissolution, liquidation, or winding up of the Company;

then, and in any such case, the Company shall cause to be mailed to the Holder, at least 20 business days prior to the date hereinafter specified, a notice stating the date on which (i) a record is to be taken for the purpose of such dividend, distribution or rights, or (ii) such reclassification, reorganization, consolidation, merger, dissolution, liquidation or winding up is to take place and the date, if any is to be fixed, as of which holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, reorganization, consolidation, merger, dissolution, liquidation or winding up.

19. Amendments and Supplements.

(a) The Company may from time to time supplement or amend this Warrant without the approval of any Holders in order to cure any ambiguity or to correct or supplement any provision contained herein which may be defective or inconsistent with any other provision, or to make any other provisions in regard to matters or questions herein arising hereunder which the Company may deem necessary or desirable and which shall not materially adversely affect the interest of the Holder. All other supplements or amendments to this Warrant must be signed by the party against whom such supplement or amendment is to be enforced.

(b) Notwithstanding Section 19(a), the Company may at any time during the term of this Warrant reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the Board of Directors of the Company.

20. Investment Intent.

Holder represents and warrants to the Company that Holder is acquiring the Warrants for investment and with no present intention of distributing or reselling any of the Warrants.

21. Certificates to Bear Language.

The Warrants and the Warrant Shares issuable upon exercise thereof shall bear the following legend by which Holder shall be bound:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT IS AVAILABLE.

Certificates for Warrants or Warrant Shares without such legend shall be issued if such Warrants or Warrant Shares are sold pursuant to an effective registration statement under the Act, or if the Company has received an opinion from counsel reasonably satisfactory to counsel for the Company, that such legend is no longer required under the Act.

22. Miscellaneous.

(a) This Warrant shall be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. The Company and the Holder hereby submit to the exclusive jurisdiction of the Courts of the County of Maricopa, State of Arizona for the resolution of all legal disputes arising under the terms of this Warrant. The Company and the Holder agree to waive trial by jury.

(b) If any action or proceeding is brought by the Company on the one hand or by the Holder on the other hand to enforce or continue any provision of this Warrant, the prevailing

party's costs and expenses, including its reasonable attorney's fees, in connection with such action or proceeding shall be paid by the other party.

(c) In the event that any provision of this Warrant is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Warrant.

(d) The headings in this Warrant are for purposes of reference only, and shall not limit or otherwise affect any of the terms hereof.

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

TRUTANKLESS, INC.,
a Nevada corporation

By: Robertson J. Orr
Its: Chief Executive Officer

HOLDER

By:

ANNEX A

NUMBER _____

WARRANT

Warrant to Purchase

Shares of Common Stock

TRUTANKLESS, INC.
COMMON STOCK PURCHASE WARRANT

Will be void if not exercised prior to 5:00 P.M. (Pacific time) on the Expiration Date (defined below)

This Certifies that for Value Received, _____, the registered holder(s) or assigns (“Holder”),

is entitled to purchase from Trutankless, Inc., a Nevada corporation (the “Company”) at any time after 9:00 A.M. (Pacific time) on _____, 2019 at the purchase price per share of \$0.50 (the “Warrant Price”), the number of shares of Common Stock of the Company set forth above (the “Shares”). The number of shares purchasable upon exercise of each warrant evidenced hereby and the Warrant Price per Share shall be subject to adjustment from time to time as set forth in the Warrant Agreement executed by the Company and the holder hereof (the “Warrant Agreement”). The Warrants expire at 5:00 P.M. (Pacific time) on the five (5) year anniversary of the Issue Date of the Warrant (the “Expiration Date”). Holders will not have any rights or privileges of shareholders of the Company prior to exercise of the Warrants except as set forth in the Warrant Agreement. Holders of the Warrants evidenced hereby and the shares of Common Stock issuable upon exercise hereof have certain Rule 144 rights which are set forth in the Warrant Agreement. The Warrants evidenced hereby may be exercised in whole or in part by presentation of this Warrant certificate with the Purchase Form on the reverse side hereof fully executed and simultaneous payment of the Warrant Price (subject to adjustment) at the principal office of the Company. Payment of such

price shall be made in a manner specified in Section 2(d) of the Warrant Agreement. Upon any partial exercise of the Warrant evidenced hereby, there shall be countersigned and issued to the Holder a new Warrant Certificate in respect of the Shares as to which the Warrants evidenced hereby shall not have been exercised. This Warrant Certificate may be exchanged at the office of the Company by surrender of this Warrant Certificate properly endorsed with a signature guarantee either separately or in combination with one or more other Warrants for one or more new Warrants to purchase the same aggregate number of Shares as evidenced by the Warrant or Warrants exchanged. No fractional Shares will be issued upon the exercise of rights to purchase hereunder, but the Company shall pay the cash value of any fraction upon the exercise of one or more Warrants. The Holder hereof may be treated by the Company and all other persons dealing with this Warrant Certificate as the absolute owner hereof for all purposes and as the person entitled to exercise the rights represented hereby, any notice to the contrary notwithstanding, and until such transfer is on such books, the Company may treat the Holder as the owner for all purposes.

Dated: _____, 20____

TRUTANKLESS, INC.

Robertson J. Orr, Secretary

Robertson J. Orr, President

SEE LEGEND ON REVERSE

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF CERTAIN STATES, AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO (i) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND ANY APPLICABLE STATE LAWS, (ii) TO THE EXTENT APPLICABLE, RULE 144 UNDER THE ACT (OR ANY SIMILAR RULE UNDER THE ACT RELATING TO THE DISPOSITION OF SECURITIES), OR (iii) AN OPINION OF COUNSEL, IF SUCH OPINION SHALL BE REASONABLY SATISFACTORY TO COUNSEL TO THE ISSUER, THAT AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE LAW IS AVAILABLE.

NOTICE OF EXERCISE

The undersigned hereby elects irrevocably to exercise the within Warrant and to purchase _____ shares of Common Stock of Trutankless, Inc. and hereby makes payment of \$ _____ (at the rate of \$0.50 per share) in payment of the Exercise Price pursuant hereto. Please issue the shares as to which this Warrant is exercised in accordance with the instructions given below.

The undersigned represents and warrants that the exercise of the within Warrant was solicited by the member firm of the Financial Industry Regulatory Authority ("FINRA") listed below. If not solicited by a FINRA member, please write "unsolicited" in the space below.

(Insert Name of FINRA Member or "Unsolicited")

Dated: _____, 20__ Signature: _____

INSTRUCTIONS FOR REGISTRATION OF SHARES

Name (print) _____

Address (print) _____

ASSIGNMENT

FOR VALUE RECEIVED, _____ does hereby sell, assign, and transfer unto _____ the right to purchase _____ shares of Common Stock of Trutankless, Inc., evidenced by the within Warrant, and does hereby irrevocably constitute and appoint _____ attorney to transfer such right on the books of Trutankless, Inc., with full power of substitution on the premises.

Dated: _____, 20__ Signature: _____

Notice: The signature of Election of Purchase or Assignment must correspond with the name as written upon the face of the within Warrant in every particular without alteration or enlargement or any change whatsoever.