

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): April 27, 2021

BRAIN SCIENTIFIC INC.
(Exact Name of Registrant as Specified in Charter)

Nevada
(State or Other Jurisdiction
of Incorporation)

333-209325
(Commission
File Number)

81-0876714
(I.R.S. Employer
Identification No.)

125 Wilbur Place, Suite 170
Bohemia, NY 11716
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: **(917) 388-1578**

(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 (see General Instruction A.2. below):

- 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	Trading Symbol(s)	Name of each exchange on which registered
Not applicable	Not applicable	Not applicable

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging Growth Company

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

Item 1.01 Entry Into A Material Agreement.

The information set forth in Item 2.03 is incorporated by reference into this Item 1.01.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On April 27, 2021, Brain Scientific Inc. (the "Company") entered into a Loan Agreement (the "Loan Agreement") with Jeb Partners, L.P. (the "Lender"), pursuant to which the Company borrowed \$100,000 from the Lender (the "Loan"). The maturity date of the Loan is six months from the date of the Loan Agreement. The interest rate is 10% per annum.

The foregoing is a brief description of the terms of the Loan Agreement and is qualified in its entirety by reference to the full text of the Loan Agreement, a copy of which is included as Exhibit 10.1 to this Current Report on Form 8-K, which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Loan Agreement

SIGNATURES

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

Date: May 3, 2021

BRAIN SCIENTIFIC INC.

By: /s/ Boris Goldstein
Name: Boris Goldstein
Title: Chairman of the Board, Secretary and Executive Vice
President

Brain Scientific Inc.
205 East 42nd St
New York, NY 10017

LOAN AGREEMENT, dated as of April 27, 2021, by and between Brain Scientific Inc., a Nevada corporation (the "Borrower"), and Jeb Partners, L.P. (the "Lender").

WHEREAS, subject to the limitations set forth herein, the Lender wishes to loan to the Borrower \$100,000 (the "Loan"), on the terms set forth herein.

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

1. The Loan. Subject to the terms and conditions herein, on the date hereof, the Lender shall loan to the Borrower, and the Borrower shall borrow from the Lender, \$100,000. All payments of principal, interest and other amounts payable hereunder shall be made in United States dollars, in immediately available funds to the Lender, without set-off, recoupment, counterclaim or deduction of any kind.

2. Maturity. Unless maturity is accelerated as provided herein, the Loan shall be repaid in full upon 6 months from the date hereof (the "Maturity Date").

3. Interest. The Borrower shall pay interest on the outstanding principal amount of the Loan, from and including the date hereof, on the Maturity Date, at a rate equal to 10% per annum. Interest shall be payable in cash.

4. Events of Default. Upon the failure by the Borrower to make a payment when due of any principal or interest on the Loan (an "Event of Default"), the Lender may declare the Loan, all interest thereon and all other amounts then outstanding hereunder to be, whereupon the same shall be immediately due and payable, without presentment, demand, protest or further notice of any kind, the same being hereby expressly waived by the Borrower. In any such case, the Lender may immediately exercise any remedies available to the Lender under applicable law.

5. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of both parties hereto and their respective successors and assigns. If any provision of this Agreement shall be held to be invalid or unenforceable, in whole or in part, neither the validity nor the enforceability of the remainder hereof or thereof shall in any way be affected. No provision of this Agreement may be amended or waived without the prior written consent of the Lender and the Borrower.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York.

7. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8. No Waivers. No failure or delay by the Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9. Counterparts; Integration. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement constitutes the entire Agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

The Borrower:

Brain Scientific Inc.

By: /s/ Boris Goldstein
Name: Boris Goldstein
Title: Chairman

The Lender:

Jeb Partners, L.P.

/s/ James Besser