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): October 1, 2021

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

Nevada	**333-209325**	**81-0876714**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification Number)

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))

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. ☒

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

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Current Report on Form 8-K or this Report contains forward-looking statements. Any and all statements contained in this Report that are not statements of historical fact may be deemed forward-looking statements. Terms such as "may," "might," "would," "should," "could," "project," "estimate," "pro-forma," "predict," "potential," "strategy," "anticipate," "attempt," "develop," "plan," "help," "believe," "continue," "intend," "expect," "future" and terms of similar import (including the negative of any of the foregoing) may be intended to identify forward-looking statements. However, not all forward-looking statements may contain one or more of these identifying terms. Forward-looking statements in this Report may include, without limitation, statements regarding the plans and objectives of management for future operations.

The forward-looking statements are not meant to predict or guarantee actual results, performance, events or circumstances and may not be realized because they are based upon our current projections, plans, objectives, beliefs, expectations, estimates and assumptions and are subject to a number of risks and uncertainties and other influences, many of which we have no control over. Actual results and the timing of certain events and circumstances may differ materially from those described by the forward-looking statements as a result of these risks and uncertainties.

Readers are cautioned not to place undue reliance on forward-looking statements because of the risks and uncertainties related to them We disclaim any obligation to update the forward-looking statements contained in this Report to reflect any new information or future events or circumstances or otherwise, except as required by law.

Readers should read this Report in conjunction with the discussion under the caption "Risk Factors," in our Definitive Information Statement Pursuant to Section 14(c) of the Securities Exchange Act of 1934 filed with the SEC on August 3,2021 and other documents which we may file from time to time with the SEC.

ITEM 1.01 ENTRY INTO A MATERIAL AGREEMENT.

The information contained in Item 2.01 below relating to the various agreements described therein is incorporated herein by reference.

ITEM 2.01 COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS THE MERGER AND RELATED TRANSACTIONS

Merger Agreement

As previously announced in our Current Report on Form 8-K dated June 11,2021 and filed with the SEC on June 16, 2021, on June 11, 2021, Brain Scientific Inc. (the "Company") entered into an Agreement and Plan of Merger and Reorganization (the "Merger Agreement") with Piezo Motion Corp., a Delaware corporation ("Piezo"), and BRSF Acquisition Inc., a Delaware corporation and wholly owned subsidiary of the Company ("Merger Sub"). Pursuant to the terms and subject to the conditions set forth in the Merger Agreement, Merger Sub was to be merged with and into Piezo, whereby Merger Sub would cease to exist and Piezo would survive as a wholly owned subsidiary of the Company (the "Merger"). On October 1,2021 the Company, Piezo and the Merger Sub entered into an Amendment to Merger Agreement (the "Merger Agreement Amendment") to revise certain provisions within the Merger Agreement involving the post-Merger composition of Company management and certain post-Merger arrangements with the Company's outgoing principal executive officer, Boris Goldstein. The Merger was completed on October 1, 2021.

At the effective time of the Merger (the "Effective Time"), shares of common stock, par value $0.0001 per share, of Piezo, representing all of Piezo's issued and outstanding common stock immediately prior to the Effective Time (the "Piezo Shares") were converted into an aggregate of 29,520,452 shares of common stock, par value $0.001 per share of the Company (the "Merger Shares"), with such Merger Shares representing, upon issuance, 50% of the Company's issued and outstanding common stock on a fully diluted basis. At the Effective Time, Piezo had no outstanding options, warrants, convertible notes or other securities exercisable for or convertible into shares of Piezo common stock

At the Effective Time, the board of directors of the Company (the "Board") was increased from two directors to five directors. Boris Goldstein resigned as the chairman and as a director of the Company and Hassan Kotob was appointed to fill one of the board vacancies creates thereby. Nickolay Kukekov remained as a director following the Effective Time. There are three existing vacancies to the Board. At the Effective Time, Boris Goldstein also resigned as the Company's principal executive officer and from all other executive officer positions then held by him, Mark Corrao resigned as the Company's chief financial officer, Hassan Kotob was appointed as the Company's chief executive officer, and Bonnie-Jeanne Gerety was appointed as the Company's chief financial officer. At the Effective Time, Boris Goldstein was appointed to serve, for a period of one year, on a part-time basis, as chief product officer of the Company's wholly owned subsidiary, MemoryMD, Inc., at a rate of $5,000 per month.

In conjunction with the closing of the Merger, on October 1,2021 we entered into an executive employment agreement with Hassan Kotob (the "Kotob Employment Agreement"), pursuant to which Mr. Kotob is serving as our Chief Executive Officer and as the Chairman of our Board of Directors. Pursuant thereto, Mr. Kotob is receiving a base annual salary of $390,000. Mr. Kotob is also eligible to receive annual performance bonuses of not less than $250,000 upon the Company achieving certain agreed to milestones. Upon a termination of the Kotob Employment Agreement by Mr. Kotob for good reason or by the Company without cause, Mr. Kotob is entitled to continue to receive his then current base salary until a date that is the later of (A) the 3 year anniversary of the commencement date of the Kotob Employment Agreement, or (B) the 12 month anniversary of the effective date of such termination and is also eligible to receive a severance bonus in an amount equal to a pro-rata portion of the annual bonus to which Mr. Kotob may have been entitled for the year in which termination takes place. The Kotob Employment Agreement will continue until terminated by either party.

In conjunction with the closing of the Merger, and as a condition to the Merger, the Company transferred all of the Company's pre-Merger operating assets and liabilities to the Company's wholly-owned subsidiary, MemoryMD, Inc., such that immediately following the closing of the Merger, the Company became a holding company. The terms and conditions of the transfer are set forth in the Assignment and Assumption Agreement dated September 10, 2021 between the Company and MemoryMD, Inc. (the "Assignment and Assumption Agreement").

Effective September 28, 2021 and September 30, 2021, respectively, Boris Goldstein and Vadim Sakharov entered into Assignment Agreements (the "Goldstein Assignment Agreement" and the "Sakharov Assignment Agreement") under which they each confirmed their previous assignment of the full and exclusive right, title and interest in and to all Proprietary Information (as such term is defined in the Assignment Agreements) and Inventions (as such term is defined in the Assignment Agreements) related to their employment by the Company and Memory MD, Inc. to Memory MD, Inc. and its successors and assigns.

Pursuant to the Merger Agreement Amendment, as amended, the Company agreed to make the following payments to Boris Goldstein:

(i) $149,000 of accrued payroll payment upon the Company raising an aggregate $5,000,000 in capital after the closing;

(ii) $200,000 upon the Company raising an aggregate of $10,000,000 in capital after the closing (inclusive of proceeds raised the Offering) and such cash payment shall be held in escrow for 12 months against any liabilities arising prior to the Merger closing;

(i) $150,000 upon the Company listing its securities on a senior exchange such as NASDAQ or the New York Stock Exchange; and

(ii) $250,000 upon completion of performance metrics as specified by Hassan Kotob, in his capacity as the Company's chief executive officer.

The payment referenced in (i) above was made at the closing of the Merger.

The completion of the Merger was subject to various customary conditions, including, among other things: (a) the approval of the respective stockholders and boards of directors of the Company, Merger Sub, and Piezo; (b) subject to certain materiality exceptions, the accuracy of the representations and warranties made by each of the Company and Piezo and the compliance by each of the Company and Piezo with their respective obligations under the Merger Agreement; (c) approval of the transactions contemplated by the Merger Agreement by any third-parties and governmental entities as required by law; (d) the execution and delivery of an assignment and assumption agreement between the Company and MemoryMD, a wholly-owned subsidiary of the Company, pursuant to which the Company assigned to MemoryMD, and MemoryMD assumed from the Company, all of the Company's per-Merger operating assets and liabilities, subject to certain exceptions; (e) the completion of all necessary legal due diligence by each of the Company and Piezo; (f) the first closing of a capital raise by the Company of at least $5.0 million (the "Offering"), including any interim bridge financing raised by either Company or Piezo that was convertible into the Offering, consisting of a 10% convertible promissory note and common stock purchase warrants, upon the terms and subject to the conditions of a separate securities purchase agreement; and (g) the number of shares of Piezo common stock held by Piezo stockholders who did not vote to adopt the Merger Agreement could not exceed 10% of the number of outstanding shares of Piezo common stock as of the Effective Time. 92.44% of the Piezo stockholders voted to adopt the Merger Agreement and no Piezo stockholders asserted appraisal rights. Holders of the Company's Common Stock did not have appraisal rights in connection with the Merger or any of the other actions described in this Report.

The Merger Agreement contained customary representations and warranties and pre- and post-closing covenants of each party and customary closing conditions.

The Merger is intended to be treated as a tax-free reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended.

The issuance of shares of our common stock, to holders of Piezo common stock in connection with the Merger was not registered under the Securities Act, in reliance upon the

exemption from registration provided by Section 4(a)(2) of the Securities Act, which exempts transactions by an issuer not involving any public offering, and Rule 506 of Regulation D promulgated by the Securities and Exchange Commission, or the SEC, under that section. These securities may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirement.

Closing Under Note Offering and Debt Conversions

In conjunction with the closing of the Merger, the Company conducted an initial closing under a private offering (the "Offering") of 10% convertible promissory notes due and payable on April 1, 2023 (the "Notes"). At the initial closing, an aggregate of $5,000,000 in Notes was closed on. At that same time, (i) an aggregate of $4,128,242 of debt of Piezo and an aggregate of $1,311,244 of debt of the Company was converted into Notes. Each holder of a Note, provided that the Note is still then outstanding, will be issued on the earlier of (i) the date, if any, upon which the Company's common stock is listed for trading on the NASDAQ stock exchange (the "Uplist"), and (ii) the date that is eighteen months from the date of issuance, a warrant (the "Warrant") to purchase an amount of shares of Company common stock, equal to such holder's Warrant Share Amount. For purposes of the foregoing, a holder's "Warrant Share Amount" means (i) if such Warrant is issued in connection with the Uplist, one half of the initial principal balance of such holder's Note at issuance divided by the lesser of (A) $0.90, and (B) and the greater of (x) $0.20 and (y) one hundred twenty percent (120%) of the closing price for the Company's common stock on the trading day prior to the date of the Uplist, and (ii) if such Warrant is issued otherwise than in connection with the Uplist, the initial principal balance of such holder's Note, divided by the lesser of (A) $0.90, and (B) and the greater of (x) $0.20 and (y) one hundred twenty percent (120%) of the volume weighted average price ("VWAP") for the Company's common stock over the five consecutive trading days immediately preceding the date that is eighteen months from the date of issuance.

The Notes contain mandatory and voluntary conversion features as follows:

(a) Mandatory Conversion.

(i) The Notes automatically convert into shares of the Company's common stock or Units, as provided below, immediately upon the earliest to occur of (a) the Uplist, and (b) a Subsequent Qualified Financing Date. For purposes of the Notes, a "Unit" means the combination of common stock and warrants to purchase common stock offered by the Company in any financing occurring simultaneously with the Uplist ("Simultaneous Uplist Unit Offering"). For purposes of a Note, "Subsequent Qualified Financing Date" means the date on which the Company has received proceeds in excess of $5,000,000 from a transaction or series of related transactions occurring prior to the maturity date of the Note, including, but not limited to, equity financings, business combinations or other issuances of the Company's equity securities (not including the transactions contemplated by the Purchase Agreement for the Offering).

(ii) If a Note is being converted in connection with an Uplist, and no Simultaneous Uplist Unit Offering has occurred, the Note will be convertible into a number of shares of Company common stock equal to the quotient of (I) the outstanding aggregate principal amount of the Note plus accrued but unpaid interest thereon, divided by (II) the lesser of (a) $0.90 and (b) the greater of (x) $0.20 and (y) eighty percent (80%) of closing price for the Company's common stock on the trading day prior to the date of the Uplist.

(iii) If a Note is being converted in connection with an Uplist, and a Simultaneous Uplist Unit Offering has occurred, the Note will be convertible into a number of Units equal to the quotient of (I) the outstanding aggregate principal amount of the Note plus accrued but unpaid interest thereon, divided by (II) the lesser of (a) $0.90 and (b) the greater of (x) $0.20 and (y) eighty percent (80%) of the per Unit price in the Simultaneous Uplist Unit Offering, .

(iv) If a Note is being converted upon a Subsequent Qualified Financing Date, the Note will be convertible into a number of shares of Company common stock equal to the quotient of (I) the outstanding aggregate principal amount of the Note plus accrued but unpaid interest thereon, divided by (II) the lesser of (a) $0.90 and (b) the greater of (x) $0.20 and (y) eighty percent (80%) of the VWAP for the common stock for the five consecutive trading days immediately preceding such Subsequent Qualified Financing Date.

(b) Voluntary Conversion.

(i) The Holder of a Note has the right (subject to the conversion limitations set forth therein) from time following the date of issuance to convert all or any part of the outstanding and unpaid principal and interest then due under the Note into fully paid and non-assessable shares of the Company's common stock, as such common Stock exists on the date of issuance, or any shares of capital stock or other securities of the Company into which such common stock may thereafter be changed or reclassified at the Voluntary Conversion Price (as defined below).

(ii) If a Note is being converted pursuant to this Section 3(b), this Note shall be convertible into a number of shares of Common Stock equal to the quotient of (I) the outstanding aggregate principal amount of the Note plus accrued but unpaid interest thereon, divided by (II) the lesser of (a) $0.90 and (b) the greater of (x) $0.20 and (y) eighty percent (80%) of the VWAP for the Common Stock for the five (5) consecutive Trading Days immediately preceding the applicable conversion date (the "Voluntary Conversion Price").

Option/Warrant Issuances

In connection with the Merger closing, the Company issued an aggregate of 10,009,365 options and warrants (5,505,151 warrants and 4,504,214 options) to six persons, such aggregate amount equaling, in the aggregate, 20% of the issued and outstanding shares of Company's common stock immediately after the Merger closing. The recipients included Nickolay Kukekov (2,001,873 options), Boris Goldstein (2,001,873 warrants) and Hassan Kotob (2,502,341 options.). Each option and warrant has a ten year term, is fully exercisable upon issuance and has an exercise price of $0.35 which was the closing price for the Company's common stock on October 1, 2021.

The Merger Agreement, the Amendment to Merger Agreement, the Form of Note, the Form of Warrant, the Kotob Employment Agreement, the Assignment and Assumption Agreement, the Goldstein Assignment Agreement and the Sakharov Assignment Agreement are incorporated by reference in this Report. All descriptions of the Merger Agreement, Amendment to Merger Agreement, the Form of Note, the Form of Warrant, the Kotob Employment Agreement, the Assignment and Assumption Agreement, the Goldstein Assignment Agreement and the Sakharov Assignment Agreement herein are qualified in their entirety by reference to the text thereof (See Exhibits 2.1, 2.2, 4.1, 10.1, 10.2, 10.3, 10.4, and 10.5 hereto).

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES

The information regarding the Offering, the Merger and the securities of the Company issued in connection therewith set forth in Item 2.01 is incorporated herein by reference.

The Offering

On October 1, 2021 in connection with the initial closing under the Offering, the Company issued an aggregate of $5,000,000 in principal amount of 10% Notes. The issuance of the Notes was exempt from registration under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder as not involving any public offering.

Securities Issued in Connection with the Merger

On October 1,2021, pursuant to the terms of the Merger Agreement and Amendment to Merger Agreement , all of the issued and outstanding shares of common stock of Piezo, representing all of the issued and outstanding capital stock of Piezo, were converted into 29,520,452 shares of our common stock This transaction was exempt from registration under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder as not involving any public offering.

In connection with the Merger closing, the Company issued an aggregate of 4,504,214 stock options and 5,505, 151 warrants to six persons This transaction was exempt from registration under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder as not involving any public offering.

ITEM 5.01 CHANGES IN CONTROL OF REGISTRANT

The information regarding the change of control of the Company in connection with the Merger set forth in Item 2.01, "Completion of Acquisition or Disposition of Assets—The Merger and Related Transactions" is incorporated herein by reference.

ITEM 5.02 DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

The information regarding departure and election of directors and departure and appointment of principal officers of the Company in connection with the Merger set forth in Item 2.01, "Completion of Acquisition or Disposition of Assets—The Merger and Related Transactions" is incorporated herein by reference.

At the Effective Time of the Merger, pursuant to the terms of the Merger Agreement, Boris Goldstein resigned as a director and as our chairman and Hassan Kotob was appointed to the positions vacated thereby. Nickolay Kukekov remained as a director following the Effective Time.

At the Effective Time of the Merger, pursuant to the terms of the Merger Agreement, our pre-Merger executive officers resigned. Boris Goldstein resigned from his positions as chairman of the board, principal executive officer, secretary and executive vice president of the Company and Mark Corrao resigned as chief financial officer and principal financial and accounting officer of the Company. Effective immediately thereafter, Hassan Kotob (the current Chief Executive Officer of Piezo) was appointed to serve as chief and principal executive officer of the Company, Bonnie-Jeanne Gerety (the current Chief Financial Officer of Piezo) was appointed to serve as chief financial and principal financial and accounting officer of the Company, and Boris Goldstein was appointed to serve, for a one-year term, as chief product officer of the Company's wholly owned subsidiary, MemoryMD, Inc., at a rate of $5,000 per month.

Executive Officers and Directors of the Combined Company Following the Merger

The following table lists the names and ages as of October 1, 2021 and positions of the individuals who are serving as executive officers and directors of the Company upon completion of the Merger:

Name	Age	Position(s)
Executive Officers		
Hassan Kotob	58	Chief Executive Officer and Director (Chairman)
Bonnie-Jeanne Gerety	59	Chief Financial Officer
Non-Employee Directors		
Nickolay Kukekov	47	Director

Executive Officers

Hassan Kotob, Chairman and CEO, combines over 35 years of experience in software and manufacturing senior management. He had been involved in four companies in the computer hardware, medical records, publishing, and software industries holding positions including Executive Chairman, President, and CEO, and board member. From 2020 Hassan Kotob was the Chairman and CEO for Piezo Motion Corp., a precision motion company. From 2016 to 2018, he was Chairman and CEO and from 2011 to 2016 he was Executive Chairman and from 1997 to 2011 he was President and CEO for North Plains Systems Corp, Inc., a company involved in enterprise marketing software. From 1996 to 1997, he was President of CText, Inc., a software company that focused on publishers. From 1991 to 1997, he was President and CEO of Medasys Inc. a hardware and software company focused on electronic capture and transfer of radiology images. Mr. Kotob is also currently a director of Piezo Motion Corp. He has an undergraduate degree and an MBA from Eastern Michigan University.

Bonnie-Jeanne Gerety, Chief Financial Officer, brings over 35 years of financial and consulting experience within the technology industry. She joined Piezo Motion in early 2020 as the Chief Financial Officer. Prior to that, she was the Chief Financial Officer of North Plains, LLC from 2014 through 2019. Her previous experience was as a Managing Director at Protivti, responsible for the Atlanta and Raleigh offices from 2004 to 2014. Prior to Protiviti, she was a Managing Director at BearingPoint from 2002 to 2004 and a Partner in the consulting division of Arthur Andersen, LLP specializing in technology, media and communications industries from 1986 to 2002. Her undergraduate degree is from Georgetown University, School of Foreign Service and MBA from University of South Florida. She is a CPA in the state of Georgia.

Non-Employee Directors

Nickolay V. Kukekov, Director. Dr. Kukekov has been a member of MemoryMD's Board of Directors since September 2017, and a member of the Board of the Company since September 2018. Dr. Kukekov currently serves as president and CEO of Kalgene Pharmaceuticals, which is developing an anti-amyloid therapy to slow the progression of Alzheimer's disease, and prior to that was the managing director of HRA Capital (formerly Highline Research Advisors), a division of Corinthian Partners L.L.C. Prior to forming Highline Research Advisors in 2012, Dr. Kukekov was the Managing Director of Healthcare Investment Banking at Summer Street Research from October 2010 to August 2012. In September 2009, Dr. Kukekov was a co-founder of the Healthcare Investment Banking group at Gilford Securities. From December 2007 to July 2009, Dr.

Kukekov served as the managing director of Paramount BioCapital, where he ran the advisory, M&A and capital raising services for in-house private and public portfolio companies. Dr. Kukekov holds a Bachelor of Science degree in Molecular, Cellular and Developmental Biology from the University of Colorado at Boulder and a Ph.D. in Neuroscience from Columbia University, College of Physicians and Surgeons in New York. The Company believes that Dr. Kukekov is qualified to serve as a member of the Board of Directors due to his extensive experience in healthcare and medical device investment banking.

Board of Directors of the Combined Company Following the Merger

The combined company's board of directors is expected to initially consist of two members, Hassan Kotob and Nickolay Kukekov. A five member board has been authorized however and it is expected that the vacancies will be filled in the near future.

There are no family relationships among any of the Company's current directors and executive officers. There are no arrangements or understandings with another person under which the directors and executive officers of the Company are to be selected as a director or executive officer. Additionally, no director or executive officer of the Company is involved in legal proceedings which require disclosure under Item 401 of Regulation S-K.

Director Independence

The Company uses the definition of "independence" of The NASDAQ Stock Market to make this determination. NASDAQ Listing Rule 5605(a)(2) provides that an "independent director" is a person other than an officer or employee of the company or any other individual having a relationship, which, in the opinion of the Company's Board, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. The NASDAQ listing rules provide that a director cannot be considered independent if:

- The director is, or at any time during the past three years was, an employee of the company;
- The director or a family member of the director accepted any compensation from the company in excess of $120,000 during any period of 12 consecutive months within the three years preceding the independence determination (subject to certain exclusions, including, among other things, compensation for board or board committee service);

- A family member of the director is, or at any time during the past three years was, an executive officer of the company;
- The director or a family member of the director is a partner in, controlling stockholder of, or an executive officer of an entity to which the company made, or from which the company received, payments in the current or any of the past three fiscal years that exceed 5% of the recipient's consolidated gross revenue for that year or $200,000, whichever is greater (subject to certain exclusions);
- The director or a family member of the director is employed as an executive officer of an entity where, at any time during the past three years, any of the executive officers of the company served on the compensation committee of such other entity; or
- The director or a family member of the director is a current partner of the company's outside auditor, or at any time during the past three years was a partner or employee of the company's outside auditor, and who worked on the company's audit.

Under such definitions, none of the present directors can be considered an independent director.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(a) Financial statements of business acquired.

Pursuant to Item 9.01(a)(4) of Form 8-K, the Company intends to file the financial information required by this paragraph (a) of Item 9.01 as an amendment to this Form 8-K within seventy-one days of the date of the filing of this Current Report on Form 8-K with the Securities and Exchange Commission

(b) Pro forma financial information.

Pursuant to Item 9.01(b)(2) of Form 8-K, the Company intends to file the financial information required by this paragraph (b) of Item 9.01 as an amendment to this Form 8-K within seventy-one days of the date of this Current Report on Form 8-K as filed with the Securities and Exchange Commission.

(d) Exhibits.

In reviewing the agreements included or incorporated by reference as exhibits to this Current Report on Form 8-K, please remember that they are included to provide investors with information regarding their terms and are not intended to provide any other factual or disclosure information about the Company or the other parties to the agreements. The agreements may contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties have been made solely for the benefit of the parties to the applicable agreement and:

- should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;
- have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement;
- may apply standards of materiality in a way that is different from what may be viewed as material to other investors; and
- were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments.

Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time. Additional information about the Company may be found elsewhere in this Current Report on Form 8-K and in the Company's other periodic filings which are available without charge through the SEC's website at http://www.sec.gov.

Exhibit Number	Description
2.1	Agreement and Plan of Merger and Reorganization dated June 11,2021 by and among the Registrant,Piezo Motion Corp. and BRSF Acquisition Inc. (filed with the SEC on June 16, 2021 as Exhibit 2.1 to the Registrant's Current Report on Form 8-K dated June 11, 2021 and incorporated herein by reference)
2.2 *	Amendment dated October 1, 2021 to Agreement and Plan of Merger and Reorganization dated June 11,2021 by and among the Registrant, Piezo Motion Corp. And BRSF Acquisition Inc.
2.3 *	Certificate of Merger of BRSF Acquisition Inc. into Piezo Motion Corp. filed October 1,2021
4.1 *	Form of Common Stock Purchase Warrant (October 2021)
10.1*	Assignment and Assumption Agreement dated October 1, 2021 between the Registrant and MemoryMD, Inc.
10.2 *	Form of 10% Convertible Promissory Note (October 2021)
10.3*†	Employment Agreement dated October 1, 2021 between the Registrant and Hassan Kotob
10.4 *	Assignment Agreement dated September 28, 2021 between MemoryMD, Inc. and Boris Goldstein
10.5*	Assignment Agreement dated September 30, 2021 between MemoryMD, Inc. Vadim Sakharov and
99.1 *	Press Release dated October 4, 2021
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith
† Management contract or compensatory plan or arrangement

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: October 7, 2021

BRAIN SCIENTIFIC INC.

By: /s/ Hassan Kotob
Name: Hassan Kotob
Title: Chief Executive Officer

AMENDMENT TO
AGREEMENT AND PLAN OF MERGER

This **AMENDMENT TO AGREEMENT AND PLAN OF MERGER** (this "Amendment"), effective as of the 1st of October, 2021 (the "*Effective Date*"), is made by and among Brain Scientific Inc., a Nevada corporation (the "*Parent*"), BRSF Acquisition Inc., a Delaware corporation (the "*Acquisition Subsidiary*") and Piezo Motion Corp., a Delaware corporation (the "*Company*"). The Parent, the Acquisition Subsidiary and the Company are each a "Party" and referred to collectively herein as the "Parties."

W I T N E S S E T H:

WHEREAS, Parent, Acquisition Company, the Company entered into that certain Agreement and Plan of Merger dated June 11, 2021 (the "*Agreement and Plan of Merger*");

WHEREAS, pursuant to Section 8.9 of the Agreement and Plan of Merger, any provisions of the Agreement and Plan of Merger may be amended only in a writing signed by both all of the Parties; and

WHEREAS, the Parties desire to amend the Section 5.3(j) and Section 4.16 to the Agreement and Plan of Merger.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and therein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto mutually agree and covenant as follows:

1. **Capitalized Terms**. All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement and Plan of `Merger.

2. **Amendment to Section 5.3(j)**. Section 5.3(j) of the Agreement and Plan of Merger is hereby modified and amended to read in its entirety as follows:

"The Parent shall have delivered to the Company:

(i) evidence of the resignations of all individuals who served as directors and/or officers of the Parent immediately prior to the Effective Time, which resignations shall be effective as of the Effective Time;
(ii) evidence that the Parent's Board of Directors is authorized to consist of Hassan Kotob and Nikolay Kukekov;
(iii) evidence of the appointment of Hassan Kotob and Nikolay Kukekov to serve as directors of the Parent immediately following the Effective Time; and
(iv) evidence of the appointment of such executive officers of the Parent to serve immediately following the Effective Time as shall have been designated by the Company, as listed in Schedule 5.3(j)(iv) of Parent Disclosure Schedule."

3. **Amendment to Section 4.16**. Section 4.16 of the Agreement and Plan of Merger is hereby modified and amended to read in its entirety as follows:

"(a) Within five days of the Closing, the Parent shall issue that certain number of stock options or warrants equaling 20% of the issued and outstanding shares of Parent Common Stock immediately after Closing, plus an additional 160,000 shares of Parent Common Stock (which shall be considered issued prior to Closing for purposes of the 50% Calculation), in each case to the persons or entities as listed in Schedule 4.16 of Parent Disclosure Schedule. For avoidance of doubt, such issuances are made in connection with the Merger

(b) Baruch Goldstein shall agree to be entitled to only receive from Parent cash payments of:

(i) $149,000 of accrued payroll payment upon Parent raising an aggregate $5,000,000 in capital after the Closing;
(ii) $200,000 upon Parent raising an aggregate of $10,000,000 in capital after the Closing (but including the Private Placement Offering) and such cash payment shall be held in escrow for 12 months against any liabilities arising prior to the Merger closing;
(iii) $150,000 upon Parent listing its securities on a senior exchange such as NASDAQ or New York Stock Exchange; and
(iv) $250,000 upon completion of performance metrics as specified by Hassan Kotob as Chief Executive Officer of Parent.

(c) Simultaneously with the Closing, Baruch Goldstein shall be appointed to serve as Chief Product Officer of MemoryMD on a consulting and part time basis for a one-year term and shall have a monthly compensation of $5,000.

(d) Hassan Kotob shall execute an employment agreement with Parent in form and substance previously provided by the Company.

(e) Baruch Goldstein shall execute the assignment and agreement which assigns his intellectual property to Memory MD in the form attached hereto as Schedule 4.16(e)."

4. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of New York.

5. **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

6. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures delivered by fax and/or e-mail/.pdf transmission shall be sufficient and binding as if they were originals and such delivery shall constitute valid delivery of this Agreement.

7. **Continuing Effect of Agreement and Plan of Merger**. Except as modified by this Amendment, the Agreement and Plan of Merger shall continue in full force and effect in accordance with its terms. To the extent of any conflicts between the terms of the Agreement and Plan of Merger and the terms hereof, the terms of this Amendment shall control.

8. **Third Party Beneficiary**. Boris Goldstein shall be a third party beneficiary of Sections 3(a) (to the extent he or his designees are to receive any such securities), 3(b) and 3(c) above and shall be entitled to enforce such terms as against Parent.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to be effective as of the Effective Date.

Signature pages follow

PARENT:

BRAIN SCIENTIFIC INC.

By: /s/ Boris Goldstein
Name: Boris Goldstein
Title: Chief Executive Officer

ACQUISITION SUBSIDIARY:

BRSF ACQUISITION INC.

By: /s/ Boris Goldstein
Name: Boris Goldstein
Title: Chief Executive Officer

COMPANY:

PIEZO MOTION CORP.

By: /s/ Hassan Kotob
Name: Hassan Kotob
Title: Chief Executive Officer

Exhibit 2.3

CERTIFICATE OF MERGER

OF

BRSF ACQUISITION INC.

(a Delaware corporation),

WITH AND INTO

PIEZO MOTION CORP.

(a Delaware corporation)

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Piezo Motion Corp., a Delaware corporation, and the name of the entity being merged into this surviving corporation is BRSF Acquisition Inc., a Delaware corporation.

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The merger is to become effective upon the filing of this Certificate of Merger with the Secretary of State of Delaware.

FOURTH: The Agreement and Plan of Merger is on file at 6700 Professional Parkway, Sarasota, Florida, 34240, the principal place of business of the surviving corporation.

FIFTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

SIXTH: The certificate of incorporation of the surviving corporation shall continue unchanged as the certificate of incorporation after the merger is effective.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by an authorized officer, the 1st day of October, 2021.

PIEZO MOTION CORP.

By: /s/ Hassan Kotob
Name: Hassan Kotob
Title: Chief Executive Officer

Signature Page to Delaware Certificate of Merger of BRSF Acquisition Inc. with and into Piezo Motion Corp.

Exhibit 4.1

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL OF THE HOLDER, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Right to Purchase[1] _____ shares of Common Stock of Brain Scientific, Inc. (subject to adjustment as provided herein)

COMMON STOCK PURCHASE WARRANT

No.: PPW-___ Issue Date:

BRAIN SCIENTIFIC, INC., a corporation organized under the laws of the State of Nevada (the "**Company**"), hereby certifies that, for value received,_____, with an address at _____, or its assigns (the "**Holder**"), is entitled, subject to the terms set forth below, to purchase from the Company at any time from the Issue Date until 5:00 p.m. E.D.T. on the [fourth] anniversary of the Issue Date (the "**Expiration Date**"), up to _____[2] fully paid and non-assessable shares of the Company's common stock, par value $0.001 per share (the "Common Stock") at a per share purchase price equal to the Exercise Price. The aforedescribed purchase price per share, as adjusted from time to time as herein provided, is referred to herein as the "**Purchase Price**." The number of such shares of Common Stock and the Purchase Price are subject to adjustment as provided herein. The Company may reduce the Purchase Price for some or all of the Warrants, temporarily or permanently, *provided* such reduction is made as to all outstanding Warrants. This warrant (this "**Warrant**") is one of a series of substantially similar Warrants issued by the Company together with its 10% convertible promissory notes to the Holder and other purchasers of such securities in a private placement pursuant to the Securities Purchase Agreement between the Company and purchasers therein including the Holder (the "**Purchase Agreement**"). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement. In the event that an aggregate Purchase Price equal to $5,000,000 shall not have been sold in accordance with the terms of the Purchase Agreement by September __, 2021, this Warrant shall be cancelled.

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

(a) The term "**Company**" shall mean Brain Scientific, Inc., a Nevada corporation.

(b) The term "**Common Stock**" includes (i) the Company's Common Stock, $0.001 par value per share and (ii) any Other Securities into which or for which any of the securities described in (i) may be converted or exchanged pursuant to a plan of recapitalization, reorganization, merger, sale of assets or otherwise.

1 Insert number of shares determined in accordance with Section 1(c) of the Purchase Agreement
2 Insert number of shares determined in accordance with Section 1(c) of the Purchase Agreement

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(c) The term "**Exercise Price**" shall mean[3].

(d) 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 pursuant to Section 5 hereof or otherwise.

(e) The term "**Trading Day**" shall mean any day that shares of Common Stock are traded on the Trading Market.

(f) The term "**Trading Market**" shall mean the principal securities exchange or trading market where the Common Stock is listed or traded, including but not limited to any tier of the OTC Markets, any tier of the NASDAQ Stock Market (including NASDAQ Capital Market), the New York Stock Exchange, or the NYSE American, or any successor to such markets.

(g) [The term "**VWAP**" means, for any Trading Day, the price determined by the first of the following clauses that applies: (i) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such Trading Day (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (ii) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (iii) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in the "Pink Sheets" published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (iv) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected by mutual agreement of the Company and the holders owning no less than 50.1% of the then Warrants outstanding.][4]

(h) The term "**Warrant Shares**" shall mean the Common Stock issuable upon exercise of this Warrant.

1. Exercise of Warrant.

1.1. Number of Shares Issuable upon Exercise. From and after the Issue Date through and including the Expiration Date, the Holder shall be entitled to receive, upon exercise of this Warrant in whole in accordance with the terms of Section 1.2 hereof or upon exercise of this Warrant in part in accordance with Section 1.3 hereof, shares of Common Stock of the Company, subject to adjustment pursuant to Section 3 hereof.

1.2. Full Exercise. This Warrant may be exercised in full by the Holder hereof by delivery to the Company of an original or facsimile copy of the Form of Exercise attached as Exhibit A hereto (the "**Exercise Form**") duly executed by such Holder and delivered within two (2) business days thereafter of payment, in cash, wire transfer or by certified or official bank check payable to the order of the Company, in the amount obtained by multiplying the number of shares of Common Stock for which this Warrant is then exercisable by the Purchase Price then in effect. The original Warrant is not required to be surrendered to the Company until it has been fully exercised.

3 If this warrant has been issued upon the listing of the Company's Common Stock on NASDAQ (the "Uplist"), insert as the Exercise Price an actual price equal to the greater of (A) $0.20, and (B) one hundred twenty percent (120%) of closing price for the Common Stock on the Trading Day prior to the date of the Uplist. If this warrant has been issued otherwise than upon the occasion of an Uplist, then insert the following bracketed language as the Exercise Price [the lesser of (A) $1.08, and (B) and the greater of (x) $0.24 and (y) one hundred twenty percent (120%) of the average VWAP for the Common Stock over the five (5) consecutive Trading Days immediately preceding the exercise date of this Warrant.]

4 If this warrant is issued upon the occurrence of the Uplist, then delete this definition of VWAP since it will not be necessary. If this warrant issued otherwise then upon the occasion of an Uplist remove brackets around the definition of VWAP.

1.3. Partial Exercise. This Warrant may be exercised in part (but not for a fractional share) by delivery of a Exercise Form in the manner and at the place provided in Section 1.2 hereof, except that the amount payable by the Holder on such partial exercise shall be the amount obtained by multiplying (a) the number of whole shares of Common Stock designated by the Holder in the Exercise Form by (b) the Purchase Price then in effect. On any such partial exercise, upon the written request of the Holder, provided the Holder has surrendered the original Warrant, the Company, at its expense, will forthwith issue and deliver to or upon the order of the Holder a new Warrant of like tenor, in the name of the Holder hereof or as such Holder (upon payment by such Holder of any applicable transfer taxes) may request, the whole number of shares of Common Stock for which such Warrant may still be exercised.

1.4. Reserved

1.5. Company Acknowledgment. The Company will, at the time of the exercise of the Warrant, upon the request of the Holder hereof, acknowledge in writing its continuing obligation to afford to such Holder any rights to which such Holder shall continue to be entitled after such exercise in accordance with the provisions of this Warrant. If the Holder shall fail to make any such request, such failure shall not affect the continuing obligation of the Company to afford to such Holder any such rights.

1.6. Delivery of Stock Certificates, etc. on Exercise. The Company agrees that, provided the purchase price listed in the Exercise Form is received as specified in Section 2 hereof, the shares of Common Stock purchased upon exercise of this Warrant shall be deemed to be issued to the Holder hereof as the record owner of such shares as of the close of business on the date on which delivery of a Exercise Form shall have occurred and payment made for such shares as aforesaid. As soon as practicable after the exercise of this Warrant in full or in part and the payment is made, and in any event within five (5) business days thereafter ("**Warrant Share Delivery Date**"), the Company, at its expense (including the payment by it of any applicable issue taxes), will cause to be issued in the name of, and delivered to, the Holder hereof, or as such Holder (upon payment by such Holder of any applicable transfer taxes) may direct in compliance with applicable securities laws, a certificate or certificates for the number of duly and validly issued, fully paid and non-assessable shares of Common Stock to which such Holder shall be entitled on such exercise, plus, in lieu of any fractional share to which such Holder would otherwise be entitled, cash equal to such fraction multiplied by the then Purchase Price of one full share of Common Stock, together with any other stock or other securities and property (including cash, where applicable) to which such Holder is entitled upon such exercise pursuant to Section 1 hereof or otherwise.

2. Payment of Purchase Price; Cashless Exercise.

(a) Payment upon exercise may be made at the written option of the Holder either in (i) cash, wire transfer or by certified or official bank check payable to the order of the Company equal to the applicable aggregate Purchase Price, (ii) by delivery of Common Stock issuable upon exercise of the Warrants in accordance with Section (b) below or (iii) by a combination of any of the foregoing methods, in each case accompanied by delivery of a properly endorsed Exercise Form, for the number of Common Stock specified in such form (as such exercise number shall be adjusted to reflect any adjustment in the total number of shares of Common Stock issuable to the Holder per the terms of this Warrant) and the Holder shall thereupon be entitled to receive the number of duly authorized, validly issued, fully-paid and non-assessable shares of Common Stock determined as provided herein. Notwithstanding the immediately preceding sentence, payment upon exercise may be made in the manner described in Section 2(b) below only with respect to Warrant Shares not included for unrestricted public resale in an effective registration statement on the date notice of exercise is given by the Holder.

(b) In lieu of exercising this Warrant for cash, the Holder, may elect to receive shares equal to the value (as determined below) of this Warrant (or the portion thereof being cancelled) by delivery of a properly endorsed Exercise Form delivered to the Company by any means described in Section 13 hereof, in which event the Company shall issue to the holder the "Net Number" of shares of Common Stock computed using the following formula:

Net Number = A - (A x B)

For purposes of the foregoing formula:

A = the total number of shares with respect to which this Warrant is then being exercised.

B = Purchase Price (as adjusted for stock splits, stock dividends, stock combinations, recapitalizations, and similar events)

For purposes of Rule 144 promulgated under the 1933 Act, it is intended, understood and acknowledged that the Warrant Shares issued in a cashless exercise transaction in the manner described above shall be deemed to have been acquired by the Holder, and the holding period for the underlying shares of Common Stock shall be deemed to have commenced, on the date this Warrant was originally issued.

3. Adjustment for Reorganization, Consolidation, Merger, etc..

3.1. Continuation of Terms. Upon any reorganization, consolidation, merger or transfer (and any dissolution following any transfer) referred to in this Section 3 hereof, this Warrant shall continue in full force and effect and the terms hereof shall be applicable to the Other Securities and property receivable on the exercise of this Warrant after the consummation of such reorganization, consolidation or merger or the effective date of dissolution following any such transfer, as the case may be, and shall be binding upon the issuer of any Other Securities, including, in the case of any such transfer, the person acquiring all or substantially all of the properties or assets of the Company, whether or not such person shall have expressly assumed the terms of this Warrant as provided in Section 5 hereof.

4. Registration Rights. The Holder of this Warrant shall have such registration rights for the Warrant Shares as are contained in the Purchase Agreement, if any.

5. Extraordinary Events Regarding Common Stock. In the event that the Company shall (a) issue additional shares of Common Stock as a dividend or other distribution on outstanding Common Stock, (b) subdivide its outstanding shares of Common Stock, or (c) combine its outstanding shares of the Common Stock into a smaller number of shares of Common Stock, then, in each such event, the Purchase Price shall, simultaneously with the happening of such event, be adjusted by multiplying the then Purchase Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such event and the denominator of which shall be the number of shares of Common Stock outstanding immediately after such event, and the product so obtained shall thereafter be the Purchase Price then in effect. The Purchase Price, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described in this Section 5. The number of shares of Common Stock that the Holder of this Warrant shall thereafter, on the exercise hereof, be entitled to receive shall be adjusted to a number determined by multiplying the number of shares of Common Stock that would otherwise (but for the provisions of this Section 5) be issuable on such exercise by a fraction of which (a) the numerator is the Purchase Price that would otherwise (but for the provisions of this Section 5) be in effect, and (b) the denominator is the Purchase Price in effect on the date of such exercise.

6. Certificate as to Adjustments. In each case of any adjustment or readjustment in the shares of Common Stock issuable on the exercise of the Warrants or in the Purchase Price, 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 issued or sold or

deemed to have been issued or sold, (b) the number of shares of Common Stock outstanding or deemed to be outstanding, and (c) the Purchase 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. Holder will be entitled to the benefit of the adjustment regardless of the giving of such notice. The timely giving of such notice to Holder is a material obligation of the Company.

7. Reservation of Stock, etc. Issuable on Exercise of Warrant; Financial Statements. The Company will at all times reserve and keep available, solely for issuance and delivery on the exercise of the Warrants, all shares of Common Stock (or Other Securities) from time to time issuable on the exercise of the Warrant. This Warrant entitles the Holder hereof, upon written request, to receive copies of all financial and other information distributed or required to be distributed to the holders of the Company's Common Stock.

8. 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"**). On the surrender for exchange of this Warrant, with the Transferor's endorsement in the form of Exhibit B attached hereto (the "**Transferor Endorsement Form"**) and together with an opinion of counsel reasonably satisfactory to the Company that the transfer of this Warrant will be in compliance with applicable securities laws, the Company will issue and deliver to or on the order of the Transferor thereof a new Warrant or Warrants of like tenor, in the name of the Transferor and/or the transferee(s) specified in such Transferor Endorsement Form (each a "**Transferee"**), calling in the aggregate on the face or faces thereof for the number of shares of Common Stock called for on the face or faces of the Warrant so surrendered by the Transferor.

9. Replacement of Warrant. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction of this Warrant, on delivery of an indemnity agreement or security reasonably satisfactory in form and amount to the Company or, in the case of any such mutilation, on surrender and cancellation of this Warrant, the Company at its expense, twice only, will execute and deliver, in lieu thereof, a new Warrant of like tenor.

10. Maximum Exercise. The Holder shall not be entitled to exercise this Warrant on an exercise date, in connection with that number of shares of Common Stock which would be in excess of the sum of (i) the number of shares of Common Stock beneficially owned by the Holder and its Affiliates on an exercise date, and (ii) the number of shares of Common Stock issuable upon the exercise of this Warrant with respect to which the determination of this limitation is being made on an exercise date, which would result in beneficial ownership by the Holder and its Affiliates of more than 4.99% of the outstanding shares of Common Stock on such date. For the purposes of the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the 1934 Act and Rule 13d-3 thereunder. Subject to the foregoing, the Holder shall not be limited to aggregate exercises which would result in the issuance of more than 4.99%. The Holder may allocate which of the equity of the Company deemed beneficially owned by the Holder shall be included in the 4.99% amount described above and which shall be allocated to the excess above 4.99%. The restriction described in this paragraph may be waived, in whole or in part, upon sixty-one (61) days' prior notice from the Holder to the Company to increase such percentage.

11. Transfer on the Company's Books. Until this Warrant is transferred on the books of the Company, the Company may treat the registered holder hereof as the absolute owner hereof for all purposes, notwithstanding any notice to the contrary.

12. Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, or facsimile addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received), or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be: (i) if to the Company, to Brain Scientific, Inc., 6700 Professional Parkway, Lakewood Ranch, Florida, Attn: Bonnie-Jeanne Gerety, with a copy by fax only to (which shall not constitute notice) Lucosky Brookman LLP, 101 Wood Avenue South, 5th Floor, Iselin, NJ 08830, Attn: Lawrence Metelitsa, Esq., facsimile: (732) 395-4401, and (ii) if to the Holder, to the address and facsimile number listed on the first paragraph of this Warrant.

13. Governing Law; Jurisdiction Etc. This Warrant and the terms and conditions set forth herein, shall be governed by and construed solely and exclusively in accordance with the internal laws of the State of New York without regard to the conflicts of laws principles thereof. The parties hereto hereby expressly and irrevocably agree that any suit or proceeding arising directly and/or indirectly pursuant to or under this Warrant shall be brought solely in a federal or state court located in the City, County and State of New York. By its execution hereof, the parties hereto covenant and irrevocably submit to the in personam jurisdiction of the federal and state courts located in the City, County and State of New York and agree that any process in any such action may be served upon any of them personally, or by certified mail or registered mail upon them or their agent, return receipt requested, with the same full force and effect as if personally served upon them in New York, New York. The parties hereto expressly and irrevocably waive any claim that any such jurisdiction is not a convenient forum for any such suit or proceeding and any defense or lack of in personam jurisdiction with respect thereto. In the event of any such action or proceeding, the party prevailing therein shall be entitled to payment from the other parties hereto of all of its reasonable counsel fees and disbursements.

14. **WAIVER OF JURY TRIAL. THE PAYEE AND THE COMPANY EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND/OR THE TRANSACTIONS CONTEMPLATED HEREUNDER.**

[-Signature Page Follows-]

IN WITNESS WHEREOF, the Company has executed this Warrant as of the date first written above.

BRAIN SCIENTIFIC, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED TO BY HOLDER
ON THE DATE FIRST WRITTEN ABOVE

Print Name of Holder

Signature of Holder

Exhibit A

FORM OF EXERCISE
(to be signed only on exercise of Warrant)

TO: BRAIN SCIENTIFIC, INC.

The undersigned, pursuant to the provisions set forth in the attached Warrant (No.____), hereby irrevocably elects to purchase (check applicable box):

___ _____ shares of the Common Stock covered by such Warrant; or

___ the maximum number of shares of Common Stock covered by such Warrant pursuant to the cashless exercise procedure set forth in Section 2 of the Warrant.

The undersigned herewith makes payment of the full purchase price for such shares at the price per share provided for in such Warrant, which is $_____. Such payment takes the form of (check applicable box or boxes):

___ $_____ in lawful money of the United States; and/or

___ the cancellation of such portion of the attached Warrant as is exercisable for a total of _____ shares of Common Stock; and/or

___ the cancellation of such number of shares of Common Stock as is necessary, in accordance with the formula set forth in Section 2 of the Warrant, to exercise this Warrant with respect to the maximum number of shares of Common Stock purchasable pursuant to the cashless exercise procedure set forth in Section 2.

After application of the cashless exercise feature as described above, _____ shares of Common Stock are required to be delivered pursuant to the instructions below.

The undersigned requests that the certificates for such shares be issued in the name of, and delivered to _____, whose address is _____. _____.

The undersigned represents and warrants that all offers and sales by the undersigned of the securities issuable upon exercise of the within Warrant shall be made pursuant to registration of the Common Stock under the Securities Act of 1933, as amended (the "Securities Act"), or pursuant to an exemption from registration under the Securities Act.

Dated:_____

(Signature must conform to name of holder as specified on the face of the Warrant)

(Address)

Exhibit B

FORM OF TRANSFEROR ENDORSEMENT
(To be signed only on transfer of Warrant)

For value received, the undersigned hereby sells, assigns, and transfers unto the person(s) named below under the heading "Transferees" the right represented by the within Warrant to purchase the percentage and number of shares of Common Stock of BRAIN SCIENTIFIC, INC. to which the within Warrant relates specified under the headings "Percentage Transferred" and "Number Transferred," respectively, opposite the name(s) of such person(s) and appoints each such person Attorney to transfer its respective right on the books of BRAIN SCIENTIFIC, INC., with full power of substitution in the premises.

Transferees	Percentage Transferred	Number Transferred

Dated: _____, _____

(Signature must conform to name of holder as specified on the face of the warrant)

Signed in the presence of:

(Name)

(address)

ACCEPTED AND AGREED:

[TRANSFEREE]

(address)

(Name)

Exhibit 10.1

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of October 1, 2021, by and between Brain Scientific Inc., a Nevada corporation ("Assignor"), and MemoryMD, Inc., a Delaware corporation ("Assignee").

INTRODUCTION

WHEREAS, the Assignor contemplates entering into a business combination on the date hereof, pursuant to which, among other things, Piezo Motion Corp., a Delaware corporation, ("Piezo") will merge with a newly-formed wholly-owned subsidiary of the Assignor with Piezo as the surviving corporation (the "Business Combination");

WHEREAS, in preparation for the transactions contemplated by the Business Combination, the Assignor is required to contribute and assign any and all rights, title, and interest to all assets and liabilities, to the extent assignable, which pertain to the operations of Assignor, in effect or in existence as of immediately prior to the consummation of the Exchange (collectively, the "Assets and Liabilities"); and

WHEREAS, Assignee wishes to irrevocably accept the contribution and assignment of the Assets and Liabilities, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, warranties and covenants set forth herein, Assignee and Assignor hereby agree as follows:

1. Assignor hereby assigns, transfers, contributes and conveys to Assignee, and its successors and assigns, all of the Assets and Liabilities and all of the rights of Assignor pursuant thereto and in connection therewith, and Assignee hereby irrevocably accepts and assumes such assignment, transfer, contribution and conveyance, and agrees to perform all of Assignor's obligations and to satisfy each liability thereof.

2. Assignor and Assignee each hereby covenants that it will, whenever and as reasonably requested by the other, do, execute, acknowledge and deliver any and all such other and further acts, deeds, assignments, transfers, conveyances, confirmations, powers of attorney and any instruments of further assurance, approvals and consents as the other may reasonably require in order to complete, insure and perfect the transfer, conveyance, contribution and assignment to Assignee of all the right, title and interest of the Company in and to the Assets and Liabilities hereby assigned, transferred, contributed and conveyed, or intended so to be. Assignee hereby covenants that it will, whenever and as reasonably requested by Assignor, do, execute, acknowledge and deliver any and all such other and further documents, acts and deeds as shall be required in connection with the assumption of liabilities and obligations of Assignor contemplated by Section 1 hereof.

3. Assignor's interest in the Assets and Liabilities is being acquired by the Assignee on an AS IS WHERE IS basis and Assignor makes no representations thereto or any other matter.

4. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

5. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all Parties need not sign the same counterpart. Facsimile or .pdf execution and delivery of this Agreement is legal, valid and binding execution and delivery for all purposes. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of New York, without regard to the conflicts of law principles thereof.

6. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes in its entirety any other agreement relating to or granting any rights with respect to the subject matter hereof.

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

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

BRAIN SCIENTIFIC INC.

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

MEMORYMD, INC.

By: /s/ Boris Goldstein
Name: Boris Goldstein
Title: Executive Vice President

NEITHER THIS NOTE NOR THE SECURITIES UNDERLYING THIS NOTE, NOR ANY SECURITIES ISSUABLE UPON ITS CONVERSION, IF ANY, HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT'), OR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS AND MAY ONLY BE ACQUIRED FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION HEREOF OR THEREOF. NEITHER THIS NOTE, NOR THE SECURITIES UNDERLYING THIS NOTE NOR ANY SECURITIES ISSUABLE UPON ITS CONVERSION, IF ANY, MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE ACT AND QUALIFICATION UNDER APPLICABLE STATE LAW WITHOUT AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED UNDER THE ACT OR RECEIPT OF A NO-ACTION LETTER FROM THE SECURITIES AND EXCHANGE COMMISSION.

BRAIN SCIENTIFIC, INC.

CONVERTIBLE PROMISSORY NOTE

Dated: October 1, 2021 ("Issuance Date")

FOR VALUE RECEIVED BRAIN SCIENTIFIC, INC., a company organized under the laws of the State of Nevada (the "Company"), hereby promises to pay to [Holder] (the "Payee"), or its registered assigns, the principal amount of [Principal Amount] ($[Amount]USD) in accordance with the provisions of this Convertible Promissory Note (as amended, modified and supplemented from time to time, this "Note" and together with all other Notes issued in the Note Issuance (as defined below) or upon transfer or exchange, the "Notes"). Capitalized terms not defined in this Note shall have the meaning ascribed to them in the Securities Purchase Agreement, dated as of October 1, 2021, among the Company and the purchasers party thereto (the "Purchase Agreement").

Certain capitalized terms are defined in Section 9 hereof.

1. Interest Rate. This Note bears an annualized interest rate of ten percent (10%) payable upon maturity or a conversion of the Note and shall begin accruing on such date as the initial funds shall have been distributed pursuant to the terms of the Escrow Agreement. All interest accruing hereunder shall be paid-in-kind on the last day of each calendar month by capitalizing and adding such amount to the outstanding principal balance of this Note, which amount shall thereafter constitute principal hereunder.

2. Maturity Date. The entire principal amount of this Note shall be due and payable on April 1, 2023 (such date, the "Maturity Date").

3. Conversion.

(a) Mandatory Conversion.

(i) This Note shall automatically convert into shares of Common Stock or Units, as provided herein, immediately upon the earliest to occur of (a) the listing of the Common Stock on NASDAQ (the "Uplist"), and (b) a Subsequent Qualified Financing Date. For purposes of this Note, a "Unit" shall mean the combination of Common Stock and warrants to purchase Common Stock offered by the Company in any financing occurring simultaneously with the Uplist ("Simultaneous Uplist Unit Offering"). For purposes of this Note, "Subsequent Qualified Financing Date" shall mean the date on which the Company shall have received proceeds in excess of $5,000,000.00 from a transaction or series of related transactions occurring prior to the Maturity Date, including, but not limited to, equity financings, business combinations or other issuances of the Company's equity securities (not including the transactions contemplated by the Purchase Agreement).

(ii) If this Note is being converted in connection with an Uplist, and no Simultaneous Uplist Unit Offering shall have occurred, this Note shall be convertible into a number of shares of Common Stock equal to the quotient of (I) the outstanding aggregate principal amount of this Note plus accrued but unpaid interest thereon, divided by (II) the lesser of (a) $0.90 and (b) the greater of (x) $0.20 and (y) eighty percent (80%) of closing price for the Common Stock on the Trading Day prior to the date of the Uplist.

(iii) If this Note is being converted in connection with an Uplist, and a Simultaneous Uplist Unit Offering shall have occurred, this Note shall be convertible into a number of Units equal to the quotient of (I) the outstanding aggregate principal amount of this Note plus accrued but unpaid interest thereon, divided by (II) the lesser of (a) $0.90 and (b) the greater of (x) $0.20 and (y) eighty percent (80%) of the per Unit price in the Simultaneous Uplist Unit Offering,.

(iv) If this Note is being converted upon a Subsequent Qualified Financing Date, this Note shall be convertible into a number of shares of Common Stock equal to the quotient of (I) the outstanding aggregate principal amount of the Note plus accrued but unpaid interest thereon, divided by (II) the lesser of (a) $0.90 and (b) the greater of (x) $0.20 and (y) eighty percent (80%) of the VWAP for the Common Stock for the five (5) consecutive Trading Days immediately preceding such Subsequent Qualified Financing Date.

(v) In connection with any conversion of this Note pursuant to this Section 3(a), the Company will deliver a dated and signed notice of conversion (the "Company Notice of Conversion"), the form of which is attached to this Note as Exhibit A-1, notifying the Payee of the conversion.

(b) Voluntary Conversion.

(i) The Holder shall have the right (subject to the conversion limitations set forth in Section 3(c)(viii) hereof) from time following the date hereof to convert all or any part of the outstanding and unpaid principal and interest under this Note into fully paid and non-assessable shares of Common Stock, as such Common Stock exists on the date hereof, or any shares of capital stock or other securities of the Borrower into which such Common Stock shall hereafter be changed or reclassified at the Voluntary Conversion Price (as defined below).

(ii) If this Note is being converted pursuant to this Section 3(b), this Note shall be convertible into a number of shares of Common Stock equal to the quotient of (I) the outstanding aggregate principal amount of the Note plus accrued but unpaid interest thereon, divided by (II) the lesser of (a) $0.90 and (b) the greater of (x) $0.20 and (y) eighty percent (80%) of the VWAP for the Common Stock for the five (5) consecutive Trading Days immediately preceding the applicable conversion date (the "Voluntary Conversion Price").

(iii) In connection with any conversion of this Note pursuant to this Section 3(b), the Holder will deliver to the Company a dated and signed notice of conversion (the "Holder Notice of Conversion"), the form of which is attached to this Note as Exhibit A-2, notifying the Company of the proposed conversion. If no date of

conversion is specified in a Holder Notice of Conversion, the date of conversion shall be the date that such Holder Notice of Conversion is deemed delivered hereunder.

(c) General Conversion Provisions.

(i) No fractional shares shall be issued upon a conversion and all fractional shares shall be rounded up to the nearest whole share of Common Stock.

(ii) As soon as possible after a conversion has been effected (but in any event within five (5) Trading Days), the Company shall deliver to the Payee a certificate or certificates representing the shares and warrants (in the case of any conversion of this Note into Units) issuable by reason of such conversion in such name or names and such denomination or denominations as the then Payee has specified in writing to the Company, or if not so specified, in one (1) certificate and in the name of the then Payee.

(iii) In lieu of delivering physical certificates representing the Common Stock issuable upon conversion, provided the Company is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer ("FAST") program, upon written request of the then Payee and its compliance with the provisions contained in Section 1.1 and in this Section 3(xii), the Company shall use its commercially reasonable best efforts to cause its transfer agent to electronically transmit the Common Stock issuable upon conversion to the Payee by crediting the account of such Payee's broker with DTC through its Deposit Withdrawal At Custodian ("DWAC") system.

(iv) The issuance of Common Stock or Units upon conversion of this Note shall be made without charge to the then Payee in respect thereof or other cost incurred by the Company in connection with such conversion. Upon conversion of this Note, the Company shall take all such actions as are necessary to ensure that the Common Stock or warrants (in the case of any conversion of this Note into Units) issuable upon conversion of the Note shall be validly authorized and available for issue, fully paid and nonassessable.

(v) The Company shall not close its books against the transfer of this Note in any manner which interferes with the timely conversion of this Note. The Company shall assist and cooperate with any holder of this Note required to make any governmental filings or obtain any governmental approval prior to or in connection with the conversion of this Note (including, without limitation, making any filings required to be made by the Company).

(vi) The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of issuance upon conversion hereunder, such number of shares of Common Stock issuable upon conversion of this Note. All shares of Common Stock issuable upon conversion of this Note shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges other than those occurring as a result of the actions or non-actions of the holder. The Company shall take all such actions as may be reasonably necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of the Trading Market for the Common Stock.

(vii) The shares of Common Stock or shares of Common Stock underlying warrants, if any (in the case of any conversion of this Note into Units) issuable upon conversion of this Note may not be sold or transferred unless (a) such shares or shares underlying the warrants are sold pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "1933 Act") or (b) the Company or its transfer agent shall have been furnished with an opinion of counsel reasonably acceptable to the Company to the effect that the shares or shares underlying such warrants to be sold or transferred may be sold or transferred pursuant to an exemption from such registration or (c) such shares or warrants are sold or transferred pursuant to Rule 144 of the 1933 Act, or other applicable exemption. Until such time as the shares of Common Stock or shares underlying the warrants have been registered under the 1933 Act or otherwise may be sold pursuant to Rule 144 or other applicable exemption without any restriction including as to the amount of securities as of a particular date that can then be immediately sold, each certificate for shares of Common Stock or shares underlying warrants that is not included in an effective registration statement or that have not been sold pursuant to an effective registration statement or an exemption that permits removal of the legend, shall bear a legend substantially in the following form, as appropriate:

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144, RULE 144A, REGULATION S UNDER SAID ACT, OR OTHER APPLICABLE EXEMPTION."

(viii) The Company shall not effect any conversion of principal and/or interest of this Note, and a Holder shall not have the right to the conversion of any principal and/or interest of this Note, to the extent that after giving effect to the conversion set forth on the applicable Notice of Conversion, the Holder (together with the Holder's affiliates, and any persons acting as a group together with the Holder or any of the Holder's affiliates) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its affiliates shall include the number of shares of Common Stock issuable upon conversion of this Note with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which are issuable upon (i) conversion of the remaining, unconverted principal amount of this Note beneficially owned by the Holder or any of its affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its affiliates. Except as set forth in the preceding sentence, for purposes of this Section 3(c)(viii), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. Upon the written or oral request of a Holder, the Company shall within two Business Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Note, by the Holder or its affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of this Note held by the Holder. The Holder, upon not less than 61 days' prior notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 3(c)(viii), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of this Note held by the Holder and the Beneficial Ownership Limitation provisions of this Section 3(c)(viii), shall continue to apply. Any such increase or decrease will not be effective until the 61st day after such notice is delivered to the Company. The Beneficial Ownership Limitation provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 3(c)(viii), to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Note.

4. Method of Payments.

(i) Payment. So long as the Payee or any of its registered assigns shall be the holder of this Note, and if this Note has not previously been converted, the Company will pay all outstanding principal and accrued but unpaid interest becoming due on this Note held by the Payee or any of its registered assigns not later than 1:00 p.m. New York time, on the date such payment is due hereunder, in immediately available funds, in accordance with the payment instructions attached hereto on Schedule 4(i), without the presentation or surrender of this Note or the making of any notation thereon. Any payment made after 4:00 p.m. New York time, on a Business Day will be deemed made on the next following Business Day. If the due date of any payment in respect of this Note would otherwise fall on a day that is not a Business Day, such due date shall be extended to the next succeeding Business Day. All amounts payable under this Note shall be paid free and clear of, and without reduction by reason of, any deduction, set-off or counterclaim. The Company will afford the benefits of this Section to the Payee and to each other Person holding this Note.

(ii) Transfer and Exchange. Upon surrender of any Note for registration of transfer or for exchange to the Company, in accordance with the terms hereof, at its principal office, the Company at its sole expense will execute and deliver in exchange therefor a new Note or Notes, as the case may be, as requested by the holder or transferee, which aggregate principal amount is equal to the unpaid principal amount of such Note, registered as such holder or transferee may request; provided that this Note may not be transferred by Payee to any Person other than Payee's affiliates without the prior written consent of the Company (which consent shall not be unreasonably withheld or delayed). The issuance of new Notes shall be made without charge to the holder(s) of the surrendered Note for any issuance tax in respect thereof or other cost incurred by the Company in connection with such issuance, provided that each Noteholder shall pay any transfer taxes associated therewith. The Company shall be entitled to regard the registered holder of this Note as the holder of the Note so registered for all purposes until the Company or its agent, as applicable, is required to record a transfer of this Note on its register.

(iii) Replacement. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Note and, in the case of any such loss, theft or destruction of any Note, upon receipt of an indemnity reasonably satisfactory to the Company or, in the case of any such mutilation, upon the surrender and cancellation of such Note, the Company, at its expense, will execute and deliver, in lieu thereof, a new Note of like tenor and dated the date of such lost, stolen, destroyed or mutilated Note.

5. Redemption. Prior to the date of any Uplist or the Maturity Date, this Note may be redeemed in full by the Company following three (3) days' notice to the Payee, by paying in full the then outstanding principal amount plus any accrued but unpaid interest owing hereunder without any premium or other payment.

6. Covenants of the Company. The Company covenants and agrees as follows:

(i) Use of Proceeds. The Company shall use the net proceeds received in the Offering only for working capital purposes and not to redeem or make any payment on account of any securities of the Company other than as provided in Schedule 1 attached hereto.

(ii) Notes. All Notes issued under the Purchase Agreement shall be on the same terms and shall be in substantially the same form as this Note. All cash payments to the holder of any Note shall be made to all holders of Notes, pro rata, based on the outstanding aggregate principal amount of each such holder's Note to the aggregate principal amount of all Notes outstanding at such time.

7. Events of Default. If any of the following events take place before or on the Maturity Date or the date of full conversion of this Note (each, an "Event of Default"), holders owning 50.1% of the aggregate principal amount of all Notes then outstanding may declare an Event of Default by providing written notice thereof to the Company, all outstanding aggregate principal and accrued but unpaid interest on this Note and the other Notes outstanding immediately due and payable; provided, however, that this Note shall automatically become due and payable:

(i) Company fails to make payment of the full amount due under this Note upon the tender of such Note following the Maturity Date, which failure to make payment continues for a period of five (5) days after receipt by the Company of written notice from the Noteholder of such default; or

(ii) Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing;

(iii) An involuntary petition is filed against the Company (unless such petition is dismissed or discharged within sixty (60) days) under any bankruptcy statute then in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar person) is appointed to take possession, custody or control of any property of the Company;

(iv) Company dissolves, liquidates or ceases business activity, or transfers any major portion of its assets other than in the ordinary course of business; provided that this paragraph (ix) shall not apply to any contemplated real estate transaction; or

(v) Company breaches any material covenant or agreement on its part contained herein and such breach has not been remedied within twenty (20) days after receipt by the Company of written notice from the Noteholder of such breach.

8. Definitions.

"Business Day" means a day (other than a Saturday or Sunday) on which banks generally are open in New York, New York for the conduct of substantially all of their activities.

"Common Stock" means the Company's common stock, par value $0.001 per share.

"Noteholder" or "Payee" with respect to any Note including this Note, means at any time each Person then the record owner thereof and "Noteholders" or "Payees" means all of such Noteholders or Payees, collectively.

"Note Issuance" or "Offering" shall mean the private placement by the Company of its 10% Convertible Promissory Notes issued by the Company to the Payee and other purchasers of Notes (each Note in substantially the form of this Note) in the original principal amount not to exceed $_____ in the aggregate.

"Person" means any person or entity of any nature whatsoever, specifically including an individual, a firm, a company, a corporation, a partnership, a limited liability company, a trust or other entity.

"Trading Day" means any day that shares of Common Stock are traded on the Trading Market.

"Trading Market" shall mean the principal securities exchange or trading market where the Common Stock is listed or traded, including but not limited to any tier of the OTC Markets, any tier of the NASDAQ Stock Market (including NASDAQ Capital Market), the New York Stock Exchange, or the NYSE American, or any successor to such markets.

"VWAP" means, for any Trading Day, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such Trading Day (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in the "Pink Sheets" published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected by mutual agreement of the Company and Noteholders owning no less than 50.1% of the then aggregate principal amount of the Notes outstanding.

9. Expenses of Enforcement, etc. The Company agrees to pay all reasonable fees and expenses incurred by the Payee in connection with any amendments, modifications, waivers, extensions, renewals, renegotiations or "workouts" of the provisions hereof or incurred by the Payee in connection with the enforcement or protection of its rights in connection with this Note, or in connection with any pending or threatened action, proceeding, or investigation relating to the foregoing, including but not limited to the reasonable fees and disbursements of one (1) legal counsel that represents all Noteholders ("Fees and Expenses"). The Company indemnifies the Payee and its directors, managers, affiliates, partners, members, officers, employees and agents against, and agrees to hold the Payee and each such person and/or entity harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees and expenses, incurred by or asserted against the Payee or any such person and/or entity arising out of, in any way connected with, or as a result of the consummation of the loan evidenced by this Note and the use of the proceeds thereof or any claim, litigation, investigation or proceedings relating to any of the foregoing, whether or not the Payee or any such person and/or entity is a party thereto other than any loss, claim, damage, liability or related expense incurred or asserted against the payee or any such person on account of the payee's or such person's gross negligence or willful misconduct. Notwithstanding the foregoing, with respect to the indemnification obligations of the Company hereunder, (i) the Company's aggregate liability under this Note to the Payee shall not exceed the outstanding aggregate principal amount of this Note (this limitation does not apply to Fees and Expenses), and (ii) indemnified liabilities shall not include any liability of any indemnitee arising out of such indemnitee's gross negligence or willful or intentional misconduct. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the indemnified liabilities which is permissible under applicable law.

10. Amendment and Waiver. The provisions of this Note may only be modified, amended or waived by the written consent of the Company and the holder or, whether or not agreed to by the holder, with the written consent of the Company and holders of a majority of the aggregate principal amount of all Notes then outstanding.

11. Remedies Cumulative. No remedy herein conferred upon the Payee is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

12. Remedies Not Waived. No course of dealing between the Company and the Payee or any delay on the part of the Payee in exercising any rights hereunder shall operate as a waiver of any right of the Payee.

13. Assignments. The Payee may assign, participate, transfer or otherwise convey this Note and any of its rights or obligations hereunder to any affiliate of Payee and to any other Person that the Company consents to (such consent not to be unreasonably withheld or delayed), and this Note shall inure to the benefit of the Payee's successors and permitted assigns. The Company shall not assign or delegate this Note or any of its liabilities or obligations hereunder.

14. Headings. The headings of the sections and paragraphs of this Note are inserted for convenience only and do not constitute a part of this Note.

15. Severability. If any provision of this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

16. Cancellation. After all principal, premiums (if any) at any time owed on this Note have been paid in full, or this Note has been converted this Note will be surrendered to the Company for cancellation and will not be reissued.

17. Governing Law; Jurisdiction. This Note and the terms and conditions set forth herein, shall be governed by and construed solely and exclusively in accordance with the internal laws of the State of New York without regard to the conflicts of laws principles thereof. The parties hereto hereby expressly and irrevocably agree that any suit or proceeding arising directly and/or indirectly pursuant to or under this Note shall be brought solely in a federal or state court located in the City, County and State of New York. By its execution hereof, the parties hereto covenant and irrevocably submit to the in personam jurisdiction of the federal and state courts located in the City, County and State of New York and agree that any process in any such action may be served upon any of them personally, or by certified mail or registered mail upon them or their agent, return receipt requested, with the same full force and effect as if personally served upon them in New York, New York. The parties hereto expressly and irrevocably waive any claim that any such jurisdiction is not a convenient forum for any such suit or proceeding and any defense or lack of in personam jurisdiction with respect thereto. In the event of any such action or proceeding, the party prevailing therein shall be entitled to payment from the other parties hereto of all of its reasonable counsel fees and disbursements.

18. Maximum Legal Rate. If at any time an interest rate applicable hereunder exceeds the maximum rate permitted by law, such rate shall be reduced to the maximum rate so permitted by law.

19. Place of Payment. Unless otherwise stated herein, payments of principal and interest shall be delivered to the holder of this Note at the address provided by the Payee in the Purchase Agreement, or at such other address as such Noteholder has specified by prior written notice to the Company.

20. Notice. Where this Note provides for notice of any event or otherwise, such notice shall be given (unless otherwise herein expressly provided) in writing and either (a) delivered personally, (b) sent by certified, registered or express mail, postage prepaid or (c) sent by facsimile or other electronic transmission, and shall be deemed given when so delivered personally, sent by facsimile or other electronic transmission (confirmed in writing) or mailed. Notices shall be addressed, if to the Company, to its then principal office, or if to the Holder, to its address as provided in the Purchase Agreement or such other address as may be specified by the Holder in a written notice delivered to the Company under this Section 20.

21. **WAIVER OF JURY TRIAL. THE PAYEE AND THE COMPANY EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND/OR THE TRANSACTIONS CONTEMPLATED HEREUNDER.**

22. No Recourse Against Others. The obligations of the Company under this Note are solely obligations of the Company and no officer, employee, stockholder or director of the Company shall be liable for any failure by the Company to pay amounts on this Note when due or perform any other obligation.

****

IN WITNESS WHEREOF, the Company has executed and delivered this Promissory Note on the date first written above.

COMPANY:

BRAIN SCIENTIFIC, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED TO BY PAYEE ON THE DATE FIRST WRITTEN ABOVE

_____
Print Name of Payee

_____
Signature

EXHIBIT A-1

COMPANY NOTICE OF CONVERSION

[Payee]
[Address]

Brain Scientific, Inc. (the "Company"), the issuer of that certain 10% Convertible Promissory Note, issued on September 9, 2021 (the "Note"), hereby notifies you as holder of such Note that in accordance with Section 3(a) thereof the outstanding principal balance of the Note plus accrued but unpaid interest thereon in the aggregate amount of $ will be converted into [_____ shares of common stock, par value $0.001 of the Company][Units of the Company consisting of [_____] shares of common stock, par value $0.001, and warrants entitling you to purchase [_____] shares of common stock, par value $0.001 at a per share price of $__ and expiring on [date]] and issued to you in satisfaction in full of all amounts owing under the Note. Upon receipt of such [shares][Units] (including in book-entry form at the Company's transfer agent), the Note shall be cancelled.

Dated: / / 20

BRAIN SCIENTIFIC, INC.

By: _____
Name:
Title:

EXHIBIT A-2

HOLDER NOTICE OF CONVERSION

Brain Scientific, Inc.
6700 Professional Parkway
Lakewood Ranch, Florida
Attention: Bonnie-Jeanne Gerety
Email: Bjgerety@piezomotion.com

The undersigned, _____, as holder of that certain 10% Convertible Promissory Note, issued by Brain Scientific, Inc. (the "Company") on September __, 2021 (the "Note"), hereby notifies the Company that in accordance with Section 3(b) thereof, that it wishes to convert $_____ of the outstanding principal balance of the Note and $_____ of accrued but unpaid interest thereon, into _____ shares of common stock, par value $0.001 of the Company, at a per share price of $_____ , in satisfaction of such amount owing under the Note. Upon receipt of such shares (including in book-entry form at the Company's transfer agent), the portion of the Note being so converted shall be cancelled.

Dated: / / 20

By: _____
Name:
Title:

Exhibit 10.3

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (the "Agreement") is made and entered into this 1st day of October, 2021, by and between Brain Scientific Inc. (together with any and all parent and subsidiary entities, "Company") and Hassan Kotob ("Executive").

WHEREAS, Executive and Piezo Motion Corp. ("Piezo") entered into that certain Executive Employment Agreement dated as of April 30, 2020 (the "Original Employment Agreement");

WHEREAS, on June 11, 2021 Company entered into an Agreement and Plan of Merger and Reorganization with Piezo and BRSF Acquisition Inc., a wholly-owned subsidiary of Company ("Merger Sub") pursuant to which Merger Sub will be merged with and into Piezo, Merger Sub will cease to exist and Piezo will survive as a wholly-owned subsidiary of Company (the "Merger"); and

WHEREAS, as a condition to and contemporaneous with the consummation of the Merger, (a) Executive and Piezo wish to terminate the Original Employment Agreement and (b) Executive and Company wish to enter into an employment agreement such that Executive shall serve as the Executive Chair and Chief Executive Officer of Company in accordance with the terms and conditions stated below;

NOW, THEREFORE, in consideration of the mutual promises, terms, provisions, and conditions contained herein, the parties agree as follows:

1. Title; Role; Duties.

(a) Subject to the terms and conditions of this Agreement, Company shall employ Executive as its Executive Chairman and CEO and appoint Executive to the Board of Directors of Company ("Board") beginning on the Commencement Date described in Section 2 of this Agreement. Executive accepts such employment and appointment upon the terms and conditions set forth herein. Executive agrees to endeavor to fulfill and satisfy the duties and responsibilities that are customary for such position taking into consideration the size of Company, the industry and location in which Company operates and such other applicable conditions. During Executive's employment, Executive shall devote the majority of Executive's business time, energies and efforts to the business and affairs of Company, and shall act in conformity in all material respects with the written policies and as the Board reasonably directs at all times. For the avoidance of doubt, Executive may (i) serve on corporate boards (or other similar governing bodies of other business enterprises or organizations), (ii) serve on corporate, industry or governmental advisory boards (or other similar consultative or advisory bodies), (iii) serve on civic, political or charitable boards (or similar governing bodies) or engage in civic, charitable or political activities, and (iv) manage his personal investments, and serve as an executor, trustee, or in a similar fiduciary capacity in connection therewith, provided in each case that such activities do not, individually or in the aggregate, materially conflict or interfere with the performance of Executive's duties under this Agreement. Executive shall be permitted to work and provide services in such locations as he deems appropriate, including in the Miami, FL vicinity.

(b) Executive shall serve as a member of the Board of Directors of Company (including, for the avoidance of doubt, all subsidiaries of Brain Scientific Inc.) for so long as he either is employed by Company (including, for the avoidance of doubt, employment by any subsidiary of Brain Scientific Inc.) or owns 2% or more of the outstanding equity of the Brain Scientific Inc.

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2. Term of Employment.

(a) Term. Subject to the terms hereof, Executive's employment hereunder shall commence on or before September 10, 2021 (the "Commencement Date"), and shall continue until terminated hereunder by either party.

(b) Termination. Notwithstanding anything else contained in this Agreement, Executive's employment hereunder shall terminate upon the earliest to occur of the following:

(i) Death. Immediately upon Executive's death.

(ii) Termination by Company.

(A) If because of Executive's Disability (as defined in Section 2(c) below), upon written notice by Company to Executive that Executive's employment is being terminated as a result of Executive's Disability, which termination shall be effective on the date of such notice or such later date as specified in writing by Company;

(B) If for Cause (as defined in Section 2(d) below), upon written notice by Company to Executive that Executive's employment is being terminated for Cause and that sets forth the factual basis supporting the alleged Cause, which termination shall be effective on the latest of the date of such notice, the end of the applicable cure period, as set forth in Section 2(d) below, or such later date as specified in writing by Company; provided that if Executive has cured the circumstances giving rise to Cause as set forth in Section 2(d) below, then such termination shall not be effective; or

(C) If by Company for reasons other than Disability or Cause, upon written notice by Company to Executive that Executive's employment is being terminated, which termination shall be effective on the date of such notice or such later date as specified in writing by Company.

(iii) Termination by Executive.

(A) If for Good Reason (as defined in Section 2(e) below), upon written notice by Executive to Company that Executive is terminating Executive's employment for Good Reason and that sets forth the factual basis supporting the alleged Good Reason, which termination shall be effective on the date of such notice or such later date as specified in writing by Executive; or

(B) If without Good Reason, written notice by Executive to Company that Executive is terminating Executive's employment, which termination shall be effective at least ten (10) days after the date of such notice; provided that Executive and Company may agree upon an earlier effective date.

(c) Definition of "Disability". For purposes of this Agreement, "Disability" shall mean Executive's incapacity or inability to perform Executive's duties and responsibilities as contemplated herein for a continuous period of at least one hundred eighty (180) days because Executive's physical or mental health has become so impaired as to make it impossible or impractical even with reasonable accommodation for Executive to perform the duties and responsibilities contemplated hereunder.

(d) Definition of "Cause". As used herein, "Cause" shall mean: (i) Executive's engagement in willful misconduct or gross negligence in connection with the performance of his material duties hereunder, which, in each case, is materially injurious to Company; (ii) Executive's conviction (after the exhaustion of all available appeals) of (A) any felony or (B) any crime involving embezzlement, knowing misappropriation of funds, or fraud with respect to Company or otherwise in his capacity as an employee of Company or member of the Board; (iii) Executive's material breach of the Confidentiality Agreement (as defined below) or similar written agreement enter into by Executive and Company; or (iv) Executive's material breach of this Agreement; provided that if the circumstance(s) in subsection (i), (iii), or (iv) is (or are) capable of being cured, Company has first provided Executive with written notice setting forth in reasonable detail the circumstance(s) that Company alleges constitute(s) "Cause" and Executive has failed to cure such circumstance(s) within a period of thirty (30) days after the date of receipt of such written notice.

(e) Definition of "Good Reason". As used herein, "Good Reason" shall mean the occurrence of any of the following conditions without Executive's written consent: (i) a relocation of Executive's principal business location to a location more than twenty (20) miles from Executive's then-current business location; (ii) a material diminution in Executive's title, duties, authority or responsibilities; (iii) a reduction in Executive's Base Salary; (iv) a material diminution of Executive's benefits as in effect at any point in time; (iv) any requirement that Executive report to any supervisor other than the Board; (v) a material diminution in the budget over which Executive retains authority; or (vi) a material breach by Company of this Agreement or any other written agreement between Executive and Company. For purposes of clarification, the above-listed conditions shall apply separately to each occurrence of Good Reason, and failure to adhere to such conditions in the event of Good Reason shall not disqualify Executive from asserting Good Reason for any subsequent occurrence of Good Reason.

3. Compensation.

(a) Base Salary. Company shall pay Executive a base salary (the "Base Salary") at the annual rate of three hundred and ninety thousand dollars ($390,000.00). The Base Salary shall be payable in substantially equal periodic installments in accordance with Company's payroll practices as in effect from time to time. Company shall deduct from each such installment all amounts required to be deducted or withheld under applicable law or under any employee benefit plan in which Executive participates. The Board or an appropriate committee thereof shall review the Base Salary at least annually and may increase, but not decrease, the Base Salary, and the Base Salary shall be adjusted so as to maintain a positive difference of not less than 115% of the base salary of any other employee, officer, or consultant of Company.

(b) Annual Bonus. Executive shall be eligible to receive an annual bonus, which shall be payable in cash or equity as Executive and the Board mutually agree (the "Annual Bonus"). The amount and milestones for each year's Annual Bonus shall be agreed to by Executive and the Board (or an appropriate committee thereof) no later than thirty (30) days prior to the beginning of the applicable year (or such later time as Company and Executive mutually agree in writing); and upon achievement of the milestones, the Annual Bonus shall be at least two hundred fifty thousand dollars ($250,000). The Annual Bonus shall be paid to Executive as soon as administratively practicable after the end of, but in no event later than March 15th of the calendar year immediately following, the calendar year in which it was earned. Company shall deduct from the Annual Bonus all amounts required to be deducted or withheld under applicable law or under any employee benefit plan in which Executive participates. For the current calendar year, Executive shall be eligible for the full amount of the Annual Bonus taking into account services rendered to Piezo prior to the Commencement Date, subject to the terms and conditions described above.

(c) [RESERVED]

(d) Paid Time Off. Executive shall be entitled to an annual paid vacation of five weeks each year, accruing monthly on a pro rata basis (or any greater number of days offered generally to executives of Company). Executive also shall be entitled to customary sick and personal leave time in accordance with Company policies then in effect, as may be amended from time to time.

(e) Benefits. Executive shall be entitled to participate in all benefit/welfare plans and fringe benefits provided to senior executives or Company, if and when Company offers such plans and benefits, subject to the terms of each applicable plan. Company shall not amend, modify or discontinue any benefit plans or fringe benefits without written approval of Executive or as may be required by applicable law. If Company does not have provide health benefits, long-term disability, short-term disability and/or life insurance (such life insurance to be in an amount of at least $5,000,000), Company shall reimburse Executive for the reasonable expenses Executive incurs in obtaining such benefits personally. Additionally, the Company shall reimburse you for the reasonable expenses incurred in connection with your obtaining an executive physical examination on an annual basis.

(f) Reimbursement of Expenses. Company shall reimburse Executive for all ordinary and reasonable out-of-pocket business expenses incurred by Executive in furtherance of Company's business in accordance with Company's policies with respect thereto as in effect from time to time. Such business expenses shall include reimbursement of payments of rent and associated office expenses in connection with Executive maintaining an office for Company in the region of Miami, Florida. Executive shall be entitled to travel in business class. Company shall reimburse Executive for all reasonable costs and expenses he incurs that are associated with his involvement with Company, including without limitation any associated legal and accounting costs and expenses. Executive must submit any request for reimbursement no later than ninety (90) days following the date that such business expense is incurred.

(g) Indemnification. Executive shall be entitled to indemnification with respect to Executive's services to Company pursuant to applicable law, the By-Laws and charter of Company, and any applicable directors and officers ("D&O") liability insurance policy of Company. If not already obtained as of the date hereof, Company shall obtain, within thirty (30) days of the date hereof, from financially sound and reputable insurers D&O liability insurance policy in an amount of at least $10,000,000 and on terms and conditions satisfactory to Executive and shall use commercially reasonable efforts to cause such insurance policy to be maintained until such time as Executive agrees in writing that such insurance should be discontinued. If any such D&O liability insurance policy is terminated, lapses or is not renewed for any reason, Company shall notify Executive in writing promptly (and in any event within two business days). If Executive is not already a party to an indemnification agreement with Company, Company and Executive shall enter into an Indemnification Agreement in the form attached to this Agreement as Exhibit A.

(h) Information Rights. For so long as Executive owns 2% or more of the outstanding equity of Company, Company shall deliver to Executive:

(i) within one hundred twenty (120) days after the end of each fiscal year of Company (A) a consolidated balance sheet as of the end of such year, (B) consolidated statements of income and of cash flows for such year, and a comparison between (1) the actual amounts as of and for such fiscal year and (2) the comparable amounts for the prior year and as included in the Budget (as defined below) for such year, with an explanation of any material differences between such amounts and a schedule as to the sources and applications of funds for such year, and (3) a statement of stockholders' equity as of the end of such year;

(ii) within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of Company, consolidated unaudited statements of income and cash flows for such fiscal quarter, and an unaudited consolidated balance sheet and a statement of stockholders' equity as of the end of such fiscal quarter, all prepared in accordance with GAAP (except that such financial statements may (A) be subject to normal year-end audit adjustments; and (B) not contain all notes thereto that may be required in accordance with GAAP);

(iii) within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of Company, a statement showing the number of shares of each class and series of capital stock and securities convertible into or exercisable for shares of capital stock outstanding at the end of the period, the common stock issuable upon conversion or exercise of any outstanding securities convertible or exercisable for common stock and the exchange ratio or exercise price applicable thereto, and the number of shares of issued stock options and stock options not yet issued but reserved for issuance, if any, all in sufficient detail as to permit Executive to calculate his percentage equity ownership in Company; and

(iv) no later than thirty (30) days before the end of each fiscal year, a budget and business plan for the next fiscal year (collectively, the "Budget"), prepared on a monthly basis, including balance sheets, income statements, and statements of cash flow for such months and, promptly after prepared, any other budgets or revised budgets prepared by Company.

Notwithstanding the foregoing, if any investor in or lender to Company obtains rights to receive information about Company that are more expansive or on terms more favorable to the recipient than the above, then Executive shall have the option in his sole discretion to receive the same such other information rights without regard to any status as a "Major Investor" or any other conditions, whether based on threshold shareholdings or otherwise.

4. Payments upon Termination.

(a) Definition of Accrued Obligations. For purposes of this Agreement, "Accrued Obligations" means the portion of Executive's Base Salary that has accrued prior to any termination of Executive's employment with Company and has not yet been paid, any Annual Bonus previously earned by Executive but not yet paid, any accrued and unused vacation or sick or personal leave, and the amount of any expenses properly incurred by Executive on behalf of Company prior to any such termination and not yet reimbursed. Executive's entitlement to any other compensation or benefit under any plan of Company shall be governed by and determined in accordance with the terms of such plans, except as otherwise specified in this Agreement.

(b) Termination by Company for Cause, by Executive without Good Reason, or as a Result of Executive's Disability or Death. If Executive's employment hereunder is terminated by Company for Cause, by Executive without Good Reason, or as a result of Executive's Disability or death, then Company shall pay the Accrued Obligations to Executive promptly following the effective date of such termination and shall not be eligible for payments or benefits described in Section 4(c) below.

(c) Termination by Company without Cause or by Executive For Good Reason. In the event that Executive's employment is terminated by action of Company other than for Cause, Disability or death, or Executive terminates Executive's employment for Good Reason, then, in addition to the Accrued Obligations, Executive shall receive the following:

(i) Severance Payments. Payment in an amount equal to Executive's then-current Base Salary until such date that is the later of the (A) three (3) year anniversary of the date of the Commencement Date and (b) twelve (12) month anniversary of the effective date of such termination (the "Continuation Period"), less customary and required taxes and employment-related deductions, paid in one lump sum amount within thirty (30) days following the effective date of termination from employment, provided that if the 30th day falls in the calendar year following the year during which the termination or separation from service occurred, then the payment shall be made in such subsequent calendar year.

(ii) Severance Bonus. Payment of a severance bonus in an amount equal to a pro rata portion of the target Annual Bonus to which Executive may have been entitled for the year in which Executive's employment terminates, less customary and required taxes and employment-related deductions, paid in one lump sum amount within thirty (30) days following the effective date of termination from employment, provided that if the 30th day falls in the calendar year following the year during which the termination or separation from service occurred, then the payment shall be made in such subsequent calendar year.

(iii) Acceleration of Vesting. All stock options, restricted stock and other equity issued or granted to, or purchased by, Executive that were subject to vesting shall immediately and automatically become fully vested and immediately exercisable.

(iv) Benefits Payments. Upon completion of appropriate forms and subject to applicable terms and conditions under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), Company shall continue to provide Executive health insurance coverage at no cost to Executive, until the earlier to occur of (A) the last day of the Continuation Period or (B) the date Executive elects to participate in the group health plan of another employer. Subject to Company's obligation under COBRA to provide timely notice, Executive shall bear responsibility for applying for COBRA continuation coverage.

(d) Release Agreement. Company shall not be obligated to pay Executive the severance payments or benefits described in this Section 4 unless Executive has executed, no later than sixty (60) days following Executive's separation from service, a release agreement in substantially the form attached hereto as Exhibit B.

(e) COBRA. If the payment of any COBRA or health insurance premiums by Company on behalf of Executive as described herein would otherwise violate any applicable nondiscrimination rules or cause the reimbursement of claims to be taxable under the Patient Protection and Affordable Care Act of 2010, together with the Health Care and Education Reconciliation Act of 2010 (collectively, the "Act") or Section 105(h) of the Code, the COBRA premiums paid by Company shall be treated as taxable payments (subject to customary and required taxes and employment-related deductions) and be subject to imputed income tax treatment to the extent necessary to eliminate any discriminatory treatment or taxation under the Act or Section 105(h) of the Code. If Company determines in its sole discretion that it cannot provide the COBRA benefits described herein under Company's health insurance plan without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), Company shall in lieu thereof provide to Executive a taxable lump-sum payment in an amount equal to the sum of the monthly (or then remaining) COBRA premiums that Executive would be required to pay to maintain Executive's group health insurance coverage in effect on the separation date for the remaining portion of the period for which Executive shall receive the payments described in Section 4(b) or 4(c) above.

5. Confidentiality; Inventions Assignment. In light of the competitive and proprietary aspects of the business of Company, and as a condition of employment hereunder, Company and Executive shall enter into a Confidentiality and Inventions Assignment Agreement in the form attached to this Agreement as Exhibit C.

6. Property and Records. Upon the termination of Executive's employment hereunder, or if Company otherwise requests in writing, Executive shall: (i) return to Company all tangible business information and copies thereof, and (ii) deliver to Company any property of Company which may be in Executive's possession, including, but not limited to, cell phones, smart phones, laptops, products, materials, memoranda, notes, records, reports or other documents or photocopies of the same; provided, however,

that the provisions of this Section 6 will not prohibit (A) retention of any documents relating to Executive's compensation, benefits from or ongoing obligations to Company or any of its affiliates, including this Agreement and any exhibits, appendices or attachments, or (B) copies of any information reasonably required for tax preparation purposes and copies of any contacts, calendars and personal correspondence.

7. Taxation.

(a) The intent of the parties is that payments and benefits under this Agreement comply with or otherwise be exempt from Section 409A of the Code ("Section 409A") and, accordingly, to the maximum extent permitted, this Agreement will be interpreted to be either exempt from or in compliance therewith, so that it shall not cause adverse tax consequences for Executive with respect to Section 409A, and any successor statute, regulation and guidance thereto. Executive acknowledges and agrees that Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement, including but not limited to consequences related to Section 409A.

(b) In the event that the payments or benefits set forth in Section 4 of this Agreement constitute "non-qualified deferred compensation" subject to Section 409A, then the following conditions apply to such payments or benefits:

(i) Any termination of Executive's employment triggering payment of benefits under Section 4 of this Agreement must constitute a "separation from service" under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h) before distribution of such benefits can commence. To the extent that the termination of Executive's employment does not constitute a separation of service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h) (as the result of further services that are reasonably anticipated to be provided by Executive to Company at the time Executive's employment terminates), any such payments under Section 4 of this Agreement that constitute deferred compensation under Section 409A shall be delayed until after the date of a subsequent event constituting a separation of service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h). For purposes of clarification, this Section 7(b) shall not cause any forfeiture of benefits on Executive's part, but shall only act as a delay until such time as a "separation from service" occurs.

(ii) Notwithstanding any other provision with respect to the timing of payments under Section 4 of this Agreement if, at the time of Executive's termination, Executive is deemed to be a "specified employee" of Company (within the meaning of Section 409A(a)(2)(B)(i) of the Code), then limited only to the extent necessary to comply with the requirements of Section 409A, any payments to which Executive may become entitled under Section 4 of this Agreement which are subject to Section 409A (and not otherwise exempt from its application) shall be withheld until the first (1^{st}) business day of the seventh (7^{th}) month following the termination of Executive's employment, at which time Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to Executive under the terms of Section 4 of this Agreement.

(c) It is intended that each installment of the payments and benefits provided under Section 4 of this Agreement shall be treated as a separate "payment" for purposes of Section 409A. Neither Company nor Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be interpreted and at all times administered in a manner that avoids the inclusion of compensation in income under Section 409A, or the payment of increased taxes, excise taxes or other penalties under Section 409A. The parties intend this Agreement to be in compliance with Section 409A.

(d) All reimbursements that would be considered nonqualified deferred compensation under Section 409A and provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during Executive's lifetime (or during a shorter period of time specified in this Agreement); (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year; (iii) the reimbursement of an eligible expense shall be made no later than the last day of the calendar year following the year in which the expense is incurred; and (iv) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit.

(e) If any payment or benefit Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives pursuant to a change of control or sale of Company (for purposes of this Section 7(e), a "Payment") would: (i) constitute a "parachute payment" within the meaning of Section 280G the Code; and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be either: (A) the full amount of such Payment; or (B) such lesser amount as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local employments taxes, income taxes and the Excise Tax, results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. With respect to subsection (B), if there is more than one method of reducing the payment as would result in no portion of the Payment being subject to the Excise Tax, then Executive shall determine which method shall be followed, provided that if Executive fails to make such determination within thirty (30) days after Company has sent Executive written notice of the need for such reduction, Company may determine the amount of such reduction in its reasonable discretion. The determination as to whether and to what extent payments under this Agreement or otherwise are required to be reduced in accordance with this Section 7(e) shall be made at Company's expense by an nationally or regionally recognized accounting firm that both Executive and Company agree upon (the "Accountants"). In the event that any payments under this Agreement or otherwise are required to be reduced as described in this Section 7(e), the adjustment will be made, first, by reducing the cash severance, if any, due to the Executive pursuant to Section 4(c) and/or 4(e) of this Agreement, as applicable; and second, if additional reductions are necessary, by reducing the COBRA continuation benefits due to the Executive under Sections 4(c) of this Agreement, as applicable. In the event that there has been any underpayment or overpayment under this Agreement or otherwise as determined by the Accountants, the amount of such underpayment or overpayment shall forthwith be paid to the Executive or refunded to Company, as the case may be, with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code.

8. Conflicting Agreements. Company acknowledges that Executive may have obligations to prior employers to safeguard and not use the confidential information of those companies and related matters. Company expects Executive to honor such obligations and that Executive has not taken any documents, electronic information or any other confidential information from any previous employer, and that Executive has returned (or deleted if so instructed) such information. Executive also acknowledges that Executive shall not use in the performance of Executive's responsibilities for Company any proprietary business or technical information, materials or documents of a former employer, or otherwise disclose or use any former employer's confidential information.

9. General.

(a) Notices. Except as otherwise specifically provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows

with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt.

- Notices to Executive shall be sent to:

  The last known address in Company's records or such other address as Executive may specify in writing, with a copy to (provided that delivery of such copy shall not constitute notice to Executive for purposes of this Agreement):

  Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
  One Financial Center
  Boston, MA 02111
  Attn: Laurence P. Naughton, Esq.
  Email: LPNaughton@mintz.com

- Notices to Company shall be sent to:

  Brain Scientific Inc.
  125 Wilbur Place, Suite 170
  Bohemia, NY 11716
  Attn: Board of Directors

  or to such other Company representative as Company may specify in writing, with a copy to:

  [Name]
  [Address]
  [Address]
  Attn:
  Email:

(b) Modifications; Amendments; Waivers; Consents. The terms of this Agreement may be modified or amended only by written agreement executed by Executive and Company. The terms of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

(c) Assignment. Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of Company's business or that aspect of Company's business in which Executive is principally involved. Executive may not assign Executive's rights and obligations under this Agreement without the prior written consent of Company; provided that if Executive should die, all amounts due following Executive's death, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive's devisee, legatee or other designee or, if there is no such designee, to Executive's estate.

(d) Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule. The parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state and U.S. federal courts located in the State of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state or U.S. federal courts located in the State of Delaware, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

(e) Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

(f) Entire Agreement. This Agreement, together with the other agreements specifically referenced herein, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

(g) Survivorship. The respective rights and obligations of the parties to this Agreement shall survive the termination of this Agreement or Executive's employment hereunder for any reason to the extent necessary for the intended preservation of such rights and obligations. In furtherance of and not in limitation of the foregoing and for the avoidance of doubt, the provisions of Section 3(g) shall survive any termination or expiration of this Agreement and any termination of Executive's employment indefinitely.

(h) Representation. Company represents and warrants that it is fully authorized and empowered to enter into this Agreement and that the performance of its obligations hereunder shall not violate any agreement between Company and any other person or entity.

(i) Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

(j) Interest. Any amounts owed to Executive pursuant to this Agreement and that remain unpaid for more than twenty (20) days shall accrue interest at a rate per annum equal to the lesser of either (i) fifteen percent (15%), compounded daily, or (ii) the maximum rate of interest that may be collected from Company under applicable law.

(j) Original Agreement. Upon execution of this Agreement by Executive, Company and Piezo, the Original Employment Agreement shall be terminated and of no further force or effect.

(k) Counterparts. This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For all purposes an electronic signature shall be treated as an original.

[*Remainder of page intentionally left blank.*]

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

HASSAN KOTOB

By: /s/ Hassan Kotob
Signature
Address:

BRAIN SCIENTIFIC INC.

By: /s/ Bonnie-Jeanne Gerety
Name: Bonnie-Jeanne Gerety
Title: Chief Financial Officer

FOR PURPOSES OF SECTION 9(j)

PIEZO MOTION CORP.

By: /s/ Bonnie-Jeanne Gerety
Name: Bonnie-Jeanne Gerety
Address: Chief Financial Officer

EXHIBIT A

Indemnification Agreement

EXHIBIT B

Confidentiality and Inventions Assignment Agreement

EXHIBIT C

FORM OF SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (the "**Agreement**"), dated as of [●], is entered into between Brain Scientific Inc. (together with its subsidiaries, affiliates, successors and assigns, the "**Company**"), and [●] ("**Executive**") (Executive, together with the Company, the "**Parties**" and each a "**Party**").

WHEREAS, Executive served as the Executive Chairman and CEO and member of the Board of Directors (the "**Board**") of the Company pursuant to that certain Executive Employment Agreement dated [●] (the "**Employment Agreement**");

WHEREAS, Executive's employment with the Company and engagement as a member of the Board and any committees thereof ended effective as of [●]; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and undertakings set out below, the Parties hereby agree as follows:

1. Employment Separation Date. Effective as of [●] (the "**Separation Date**"), Executive's employment with the Company and engagement in any role pursuant thereto, including but not limited to serving on the Board and any committees thereof, shall end on the Separation Date. This Agreement constitutes the release agreement contemplated by Section 4(d) of the Employment Agreement.

2. Payments and Benefits.

   a. The Company shall provide Executive with the Accrued Obligations (as such term is defined in the Employment Agreement).

   b. Provided that this Agreement is signed by Executive in the period of time set forth in Section 4(d) of the Employment Agreement and not revoked by Executive, the Company shall provide Executive with the Severance Benefits (as such term is defined in the Employment Agreement) set forth in Section **[4(b) / 4(c)]** of the Employment Agreement.

   c. The payments referenced in Sections 2(a) and 2(b) shall be made at the applicable time(s) provided for in the Employment Agreement.

   d. All outstanding equity awards held by Executive shall be treated in accordance with their terms and the provisions of Section **[4(b) / 4(c)]** of the Employment Agreement, including with respect to any post-termination exercise periods for vested stock options.

3. General Release. Executive does hereby release, remise, acquit and discharge the Company of and from claims, demands and liabilities: (a) arising out of Executive's service to the Company; (b) for breach of contract, breach of covenant of good faith and fair dealing, wrongful discharge, promissory estoppel, infliction of emotional harm, or other tort; and (c) for violation of applicable labor and employment laws, including the Executive Retirement Income Security Act of 1974, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, Sections 503 and 504 of the Rehabilitation Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, the Uniformed Services Employment and Re-Employment Act, the Rehabilitation Act of 1973, and claims arising under the civil rights laws of any federal, state or local jurisdiction; excepting:

a. rights of Executive under this Agreement;

b. rights of Executive relating to equity awards held by Executive as of the Separation Date;

c. the right of Executive to receive COBRA continuation coverage in accordance with applicable law;

d. rights to indemnification Executive may have (i) under applicable corporate law, (ii) under the by-laws, certificate of incorporation or similar governing documents of Company, (iii) under a written indemnification agreement with Company, or (iv) as an insured under any director's and officer's liability insurance policy now or previously in force;

e. claims (i) for benefits under any health, disability, retirement, deferred compensation, life insurance or other, similar Executive benefit plan or arrangement of the Company and (ii) for earned but unused vacation pay through the Separation Date in accordance with applicable Company policy; and

f. claims for the reimbursement of unreimbursed business expenses incurred prior to the Separation Date pursuant to applicable Company policy; and

g. any rights that Executive may have as a stockholder (or former stockholder) of Company with respect to dividend payment rights or payments in respect of shares of Company common stock sold in a merger or other transaction in accordance with the applicable merger or transaction agreement.

Notwithstanding the foregoing, this Section does not: (A) release the Company from any obligation expressly set forth in this Agreement or from any obligation, including, without limitation, obligations under the Workers Compensation Act, which as a matter of law cannot be released; (B) prohibit Executive from filing a charge with the Equal Employment Opportunity Commission ("**EEOC**"); or (C) prohibit Executive from participating in an investigation or proceeding by the EEOC or any comparable state or local agency, or providing information or documents to the EEOC or any comparable state or local agency.

4. Specific Waiver. Nothing herein shall be deemed to be a waiver of any right or claim or cause of action which by law Executive is not permitted to waive or release, as to those matters that are expressly outside of the scope of the release pursuant to Section 3.

5. Permitted Disclosures. Pursuant to 18 U.S.C. § 1833(b), Executive understands that Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret of the Company that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to Executive's attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Executive understands that if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and use the trade secret information in the court proceeding if Executive (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement, or any other agreement that Executive has with the Company, is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section. Further, nothing in this Agreement or any other agreement that Executive has with the Company shall prohibit or restrict Executive from (A) making any voluntary disclosure of information or documents concerning possible violations of law to any governmental agency or legislative body, or any self-regulatory organization, in each case, without advance notice to the Company; or (B) responding to a valid subpoena, court order or similar legal process; provided, however, that prior to making any such disclosure pursuant to this Section, Executive shall provide the Company with written notice of the subpoena, court order or similar legal process sufficiently in advance of such disclosure to afford the Company a reasonable opportunity to challenge the subpoena, court order or similar legal process.

6. Complete Agreement. This Agreement constitutes the complete and final agreement between the parties and supersedes and replaces all prior or contemporaneous agreements, negotiations, or discussions relating to the subject matter of this Agreement. All provisions and portions of this Agreement are severable. If any provision or portion of this Agreement or the application of any provision or portion of the Agreement shall be determined to be invalid or unenforceable to any extent or for any reason, all other provisions and portions of this Agreement shall remain in full force and shall continue to be enforceable to the fullest and greatest extent permitted by law.

7. Acceptance; Revocation. Executive acknowledges that he or she has been given a period of twenty-one (21) days within which to consider this Agreement, unless applicable law requires a longer period, in which case Executive shall be advised of such longer period and such longer period shall apply. Executive may accept this Agreement at any time within this period of time by signing the Agreement and returning it to the Company. This Agreement shall not become effective or enforceable until seven (7) calendar days after Executive signs it. Executive may revoke his or her acceptance of this Agreement at any time within that seven (7) calendar day period by sending written notice to the Company. Such notice must be received by the Company within the seven (7) calendar day period in order to be effective and, if so received, would void this Agreement for all purposes. This Agreement shall become effective on the day following the conclusion of the seven (7) calendar day period.

8. Governing Law. Except for issues or matters as to which federal law is applicable, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to the conflicts of law principles thereof.

IN WITNESS WHEREOF, Executive has executed this Separation and Release Agreement as of the date last set forth below.

EXECUTIVE

_____ Date: _____

Name:

Exhibit 10.4

ASSIGNMENT AGREEMENT

WHEREAS I, Boris Goldstein (herein "Assignor"), in consideration of my prior employment and my past director position with Brain Scientific Inc., a Nevada corporation with an address at 125 Wilbur Place, Suite 170 Bohemia, NY 11716 ("Brain Scientific"), and MemoryMD Inc., a Delaware corporation and the wholly-owned subsidiary of Brain Scientific ("Memory MD") hereby assign or confirm any previous assignment of the full and exclusive right, title and interest in and to Proprietary Information and Inventions (each as defined herein) to Memory MD and its successors and assigns.

"Proprietary Information" is information relating to the Business and generally unavailable to the public that has been created, discovered, developed or otherwise has become known to the Assignor as a result of being an employee or director of either Brain Scientific or Memory MD, which information has economic value or potential economic value to the Business. Proprietary Information includes, but is not limited to, trade secrets, processes, formulas, writings, data, know-how, negative know-how, improvements, discoveries, developments, software, firmware, source code, algorithms, designs, inventions, techniques, technical data, patent applications, customer and supplier lists, financial information, business plans or projections and any modifications or enhancements to any of the above.

"Inventions" include all discoveries, developments, designs, improvements, inventions, formulas, software programs, firmware, source code, algorithms, processes, techniques, know-how, writings, trade secrets, graphics and other data, whether or not patentable or registrable under patent, copyright or similar statutes, that are related to or useful in the Business. Without limiting the generality of the foregoing, Inventions also include the properties listed in Schedule A, and all improvements and modifications thereof, all other applications in countries foreign thereto for the Inventions, all Letters Patent which may issue from said applications in the United States and countries foreign thereto, all divisions, continuations, reissues, and extensions of said applications, and the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres.

"Business" is the development, use, manufacture and/or sale by Memory MD and/or Brain Scientific of its NeuroCap (all sizes and channels), NeuroEEG, NeuroEEG Amplifier, and Brain E-Tattoo in any US or foreign market, including any associated hardware, electronics, software, source code, algorithms, and firmware, and any neurological diagnostic devices incorporating any of the Inventions and/or Proprietary Information.

Assignor hereby agrees (a) to communicate to Memory MD, its successors and assigns, all facts and information known or available to Assignor respecting the Inventions, including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings; (b) to testify in person or by affidavit as required in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to Memory MD, its successors and assigns, in obtaining and enforcing proper title in and protection for the Inventions.

Assignor hereby represents and warrants, as of the date hereof, that (a) Assignor has not been an inventor on any other US or foreign patent applications or issued patents, outside of those listed in Schedule A, that incorporates the Proprietary Information and Inventions or would compete with the Business as of the date hereof; (b) Assignor is not aware of any other US or foreign patent applications or issued patents applied for in Memory MD's name or on Memory MD's behalf or in Brain Scientific's name or on Brain Scientific's behalf outside of those in Schedule A; (c) Assignor has not made and is not aware of any public disclosure of any information, whether or not Proprietary Information, that would impact the patentability of the Inventions; (d) Assignor has not shared the Proprietary Information and Inventions assigned to Memory MD or Brain Scientific with any person or business, including BrainBit, Inc.; (e) BrainBit, Inc. has not incorporated and is currently not incorporating any Proprietary Information or Inventions into any of its products or services; and (f) Assignor has the full and unencumbered right to assign and transfer the interests assigned herein, has the full and unencumbered right to represent BrainBit, Inc. as a principal of the company, and that Assignor has not executed and will not execute any document or instrument in conflict herewith. For the avoidance of doubt, it is acknowledged and agreed that this Assignment Agreement in no way limits the Assignor from being affiliated with or employed by Brainbit, Inc. or otherwise working generally in the electroencephalography or neuro businesses, provided the above representations and warranties are true as of the date hereof. For the avoidance of doubt, it is acknowledged that the Proprietary Information and Inventions of Memory MD and Brain Scientific cannot be used by Assignor, BrainBit, Inc. or any other third party at any time without a written licensing agreement.

Assignor acknowledges that he will benefit from this assignment of the Inventions and Proprietary Information.

To the extent that any such Invention or Proprietary Information is not assignable or transferable to Memory MD, Assignor hereby grants to Memory MD a non-exclusive, royalty-free, irrevocable, perpetual, world-wide license to make, have made, modify, manufacture, reproduce, sub-license, use and sell such non-assignable Invention or Proprietary Information.

I (Assignor) acknowledge that any breach or threatened breach by me of any provision of this Agreement may result in immediate and irreparable injury to Memory MD, and that such injury may not be readily compensable by monetary damages. In the event of any such breach or threatened breach, I acknowledge that, in addition to all other remedies available at law and equity, Memory MD or its parent shall be entitled to seek equitable relief (including a temporary restraining order, a preliminary injunction and/or a permanent injunction), and an equitable accounting of all earnings, profits or other benefits arising from such breach and will be entitled to receive such other damages, direct or consequential, as may be appropriate.

/s/ Boris Goldstein

Boris Goldstein

Executed on 9/28/2021

Schedule A

Serial Number	Filing Date	Jurisdiction
15/898,611	February 18, 2018	US
62/462,282	February 22, 2017	US
201880002338.7	February 18, 2018	CN

PCT/US2018/018570	February 18, 2018	WIPO
18757492.6	February 18, 2018	EP
63/115,810	November 19, 2020	US
63/070,749	August 26, 2020	US
PCT/US2021/047305	August 24, 2021	WIPO
17/410,255	August 24, 2021	US

Exhibit 10.5

ASSIGNMENT AGREEMENT

WHEREAS I, Vadim Sakharov (herein "Assignor"), in consideration of my prior employment and my past director position with Brain Scientific Inc., a Nevada corporation with an address at 125 Wilbur Place, Suite 170 Bohemia, NY 11716 ("Brain Scientific"), and MemoryMD Inc., a Delaware corporation and the wholly-owned subsidiary of Brain Scientific ("Memory MD") hereby assign or confirm any previous assignment of the full and exclusive right, title and interest in and to Proprietary Information and Inventions (each as defined herein) to Memory MD and its successors and assigns.

"Proprietary Information" is information relating to the Business and generally unavailable to the public that has been created, discovered, developed or otherwise has become known to the Assignor as a result of being an employee or director of either Brain Scientific or Memory MD, which information has economic value or potential economic value to the Business. Proprietary Information includes, but is not limited to, trade secrets, processes, formulas, writings, data, know-how, negative know-how, improvements, discoveries, developments, software, firmware, source code, algorithms, designs, inventions, techniques, technical data, patent applications, customer and supplier lists, financial information, business plans or projections and any modifications or enhancements to any of the above.

"Inventions" include all discoveries, developments, designs, improvements, inventions, formulas, software programs, firmware, source code, algorithms, processes, techniques, know-how, writings, trade secrets, graphics and other data, whether or not patentable or registrable under patent, copyright or similar statutes, that are related to or useful in the Business. Without limiting the generality of the foregoing, Inventions also include the properties listed in Schedule A, and all improvements and modifications thereof, all other applications in countries foreign thereto for the Inventions, all Letters Patent which may issue from said applications in the United States and countries foreign thereto, all divisions, continuations, reissues, and extensions of said applications, and the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres.

"Business" is the development, use, manufacture and/or sale by Memory MD and/or Brain Scientific of its NeuroCap (all sizes and channels), NeuroEEG, NeuroEEG Amplifier, and Brain E-Tattoo in any US or foreign market, including any associated hardware, electronics, software, source code, algorithms, and firmware, and any neurological diagnostic devices incorporating any of the Inventions and/or Proprietary Information.

Assignor hereby agrees (a) to communicate to Memory MD, its successors and assigns, all facts and information known or available to Assignor respecting the Inventions, including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings; (b) to testify in person or by affidavit as required in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to Memory MD, its successors and assigns, in obtaining and enforcing proper title in and protection for the Inventions.

Assignor hereby represents and warrants, as of the date hereof, that (a) Assignor has not been an inventor on any other US or foreign patent applications or issued patents, outside of those listed in Schedule A, that incorporates the Proprietary Information and Inventions or would compete with the Business as of the date hereof; (b) Assignor is not aware of any other US or foreign patent applications or issued patents applied for in Memory MD's name or on Memory MD's behalf or in Brain Scientific's name or on Brain Scientific's behalf outside of those in Schedule A; (c) Assignor has not made and is not aware of any public disclosure of any information, whether or not Proprietary Information, that would impact the patentability of the Inventions; (d) Assignor has not shared the Proprietary Information and Inventions assigned to Memory MD or Brain Scientific with any person or business, including BrainBit, Inc.; and (e) Assignor has the full and unencumbered right to assign and transfer the interests assigned herein, has the full and unencumbered right to represent BrainBit, Inc. as a principal of the company, and that Assignor has not executed and will not execute any document or instrument in conflict herewith. For the avoidance of doubt, it is acknowledged and agreed that this Assignment Agreement in no way limits the Assignor from working generally in the electroencephalography or neuro businesses, including Neurotech, provided the above representations and warranties are true as of the date hereof. For the avoidance of doubt, it is acknowledged that the Proprietary Information and Inventions of Memory MD and Brain Scientific cannot be used by Assignor or any other third party at any time without a written licensing agreement.

Assignor acknowledges that he will benefit from this assignment of the Inventions and Proprietary Information.

To the extent that any such Invention or Proprietary Information is not assignable or transferable to Memory MD, Assignor hereby grants to Memory MD a non-exclusive, royalty-free, irrevocable, perpetual, world-wide license to make, have made, modify, manufacture, reproduce, sub-license, use and sell such non-assignable Invention or Proprietary Information.

I (Assignor) acknowledge that any breach or threatened breach by me of any provision of this Agreement may result in immediate and irreparable injury to Memory MD, and that such injury may not be readily compensable by monetary damages. In the event of any such breach or threatened breach, I acknowledge that, in addition to all other remedies available at law and equity, Memory MD or its parent shall be entitled to seek equitable relief (including a temporary restraining order, a preliminary injunction and/or a permanent injunction), and an equitable accounting of all earnings, profits or other benefits arising from such breach and will be entitled to receive such other damages, direct or consequential, as may be appropriate.

/s/ Vadim Sakharov

Vadim Sakharov

Executed on 9/30/2021

Schedule A

Serial Number	Filing Date	Jurisdiction
15/898,611	February 18, 2018	US
62/462,282	February 22, 2017	US
201880002338.7	February 18, 2018	CN
PCT/US2018/018570	February 18, 2018	WIPO
18757492.6	February 18, 2018	EP
63/115,810	November 19, 2020	US

63/070,749	August 26, 2020	US
PCT/US2021/047305	August 24, 2021	WIPO
17/410,255	August 24, 2021	US

Exhibit 99.1

October 4, 2021

Brain Scientific and Piezo Motion Complete Merger and Announce Hassan Kotob as CEO of the Combined Company

The company also announced the closing of a $5 million financing round from U.S. institutions. Both parties to combine their proprietary technology and introduce innovative products.

NEW YORK, Oct. 04, 2021 (GLOBE NEWSWIRE) -- via InvestorWire - Neurology-focused medical device and software company Brain Scientific Inc. (**OTCQB: BRSF**) and Piezo Motion Corp., a leading innovator of high-precision motion technology, have closed their previously announced merger agreement.

Upon the closing of the merger on Oct. 1, 2021, Hassan Kotob became the Chairman and CEO of the combined company. Prior to Piezo Motion Corp., Kotob founded North Plains Systems Corp., where he also served as Chairman and CEO and later led a successful exit of the company to private equity. Prior to North Plains, Kotob was President and CEO of Medasys, Inc., which under his leadership, grew from a small privately held developer of medical imaging software to a publicly traded global organization.

“We are very excited about this transformative transaction. The trends in teleneurology and personalized health data, which we believe Brain Scientific’s products are ideal for, continue to fuel growth in the EEG market. We further believe that the growing needs in robotic surgery and wearable drug dispensers will drive demand for Piezo Motion’s solutions. With this merger we hope to unlock many new opportunities to meet the evolving needs of patients.” – Hassan Kotob, Chairman and CEO of Piezo Motion.

Kotob further added – “From the capital market standpoint, we expect the merger between our companies will unlock the potential to gain access to major institutional capital and serve as an ideal platform for the company’s transition to NASDAQ or NYSE.”

The merger brought together two teams of leading executives, scientists, and engineers to solve specific challenges using machine learning in the physical and social science markets. This is expected to result in the expansion of the combined company’s overall market reach and its ability to introduce new disruptive products.

“We’re happy to have closed this process and are looking forward to working with the Piezo team. We believe our combined solutions will be excellent examples of technology that will move the industry forward and drive our expansion. Together, we expect to develop a new generation of MedTech products focused on neurology and brain monitoring that will improve the lives of millions of patients.” – Founder of Brain Scientific, Dr. Boris Goldstein added.

Brain Scientific acquired 100% of Piezo Motion’s outstanding shares. Piezo Motion’s shareholders received as consideration a number of shares of Brain Scientific’s common stock that equaled 100% of Brain Scientific’s common stock on an as-converted, fully diluted basis immediately prior to the closing. Together, they raised the previously agreed upon capital of $5 million, inclusive of bridge financing since the signing of the merger agreement.

About Brain Scientific

Brain Scientific is a commercial-stage healthcare company with two FDA-cleared products, providing next-gen solutions to the neurology market. The Company’s smart diagnostic devices and sensors simplify administration, shorten scan time and cut costs, allowing clinicians to make rapid decisions remotely and bridge the widening gap in access to neurological care. To learn more about our corporate strategy, devices, or for investor relations, please visit: www.brainscientific.com.

About Piezo Motion

Piezo Motion is a leader in precision motor technology with a multimillion-dollar investment in research and development of affordable motors to meet, and exceed, the needs of today’s global markets. The company is committed to the development of innovative piezoelectric polymer actuators and electrode components that enhance their functionality in a multitude of applications. It works with startups, OEMs, research institutions, and industrial companies from around the world empowering the visionaries behind their products. Visit piezomotion.com for more information.

Forward-Looking Statements

Any statements contained in this press release that do not describe historical facts may constitute forward-looking statements. Forward-looking statements may include, without limitation, statements regarding (i) the plans and objectives of management for future operations, including plans or objectives relating to the design, development and commercialization of EEG products and services and piezo motor technology, (ii) a projection of income (including income/loss), earnings (including earnings/loss) per share, capital expenditures, dividends, capital structure or other financial items, (iii) the Company’s future financial performance, (iv) the successful integration of Piezo Motion with and into Brain Scientific and (v) the assumptions underlying or relating to any statement described in points (i), (ii), (iii) or (iv) above. Such forward-looking statements are not meant to predict or guarantee actual results, performance, events or circumstances and may not be realized because they are based upon the Company’s current projections, plans, objectives, beliefs, expectations, estimates and assumptions and are subject to a number of risks and uncertainties and other influences, many of which the Company has no control over. Actual results and the timing of certain events and circumstances may differ materially from those described by the forward-looking statements as a result of these risks and uncertainties. Factors that may influence or contribute to the inaccuracy of the forward-looking statements or cause actual results to differ materially from expected or desired results may include, without limitation, the Company’s inability to obtain additional financing, the significant length of time and resources associated with the development of products and related insufficient cash flows and resulting illiquidity, the Company’s inability to expand the Company’s business, significant government regulation of medical devices and the healthcare industry, lack of product diversification, volatility in the price of the Company’s raw materials, and the failure to implement the Company’s business plans or strategies, including as a result of the closing of the merger with Piezo Motion. Some of these and other factors are identified and described in more detail in the Company’s filings with the SEC. The Company does not undertake to update these forward-looking statements.

Corporate Communications

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Source: Brain Scientific Inc.