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

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**FORM 8-K**

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**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 20, 2016

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**Duos Technologies Group, Inc.**

*(Exact name of registrant as specified in its charter)*

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**Florida**  
*(State or Other Jurisdiction  
of Incorporation)*

**000-55497**  
*(Commission  
File Number)*

**65-0493217**  
*(I.R.S. Employer  
Identification No.)*

**6622 Southpoint Drive S., Suite 310, Jacksonville, Florida 32216**

*(Address of Principal Executive Office) (Zip Code)*

**(904) 652-1601**

*(Registrant's telephone number, including area code)*

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## **Item 1.01 Entry into a Material Definitive Agreement**

### *Securities Purchase Agreement, Note, and Warrant.*

On December 20, 2016, Duos Technologies Group, Inc., a Florida corporation (the "Company"), entered into a Securities Purchase Agreement (the "Purchase Agreement") with JMJ Financial, a Nevada sole proprietorship ("JMJ," and together with the Company, the "Parties"). Pursuant to the Purchase Agreement, JMJ purchased from the Company (i) a Promissory Note in the aggregate principal amount of up to \$2,500,000 (the "Note") for consideration of up to \$2,350,000 representing an original issue discount of 5%, due and payable on the earlier of May 15, 2016 or the third business day after the closing of the Public Offering (as defined below), and (ii) a Common Stock Purchase Warrant (the "Warrant") to purchase 4,035,086 shares of the Company's common stock ("Common Stock") at an exercise price per share equal to the lesser of (i) 80% of the per share price of the Common Stock in the Company's contemplated public offering of securities (the "Public Offering"), (ii) \$0.15 per share, (iii) the lowest daily closing price of the the Common Stock during the ten days prior to the Public Offering (subject to adjustment); (iv) the lowest daily closing price of the Common Stock during the ten days prior to the Maturity Date (subject to adjustment); (v) 80% of the unit price in the Public Offering (if applicable), or (vi) 80% of the exercise price of any warrants issued in the Public Offering. Additionally, pursuant to the Purchase Agreement, the Company will issue JMJ shares of Common Stock equal to 30% of the principal sum of the Note ("Origination Shares") on the 5th trading day after the pricing of the Public Offering, but in no event later than May 30, 2017. The number of Origination Shares will equal the principal sum of the Note divided by the lowest of (i) the lowest daily closing price of the Common Stock during the ten days prior to delivery of the Origination Shares or during the ten days prior to the date of the Public Offering (in each case subject to adjustment for stock splits), (ii) 80% of the common stock offering price of the Public Offering, (iii) 80% of the unit price offering price of the Public Offering (if applicable), or (iv) 80% of the exercise price of any warrants issued in the Public Offering.

In accordance with its terms, the Purchase Agreement became effective (the "Effective Date") upon (i) execution by the Parties of the Purchase Agreement, Note, the Warrant, and (ii) delivery of an initial advance pursuant to the Note of \$575,000, which occurred on December 21, 2016 (the "Initial Advance"). Pursuant to the Note, JMJ is obligated to provide the Company an additional \$925,000 advance under the Note in tranches, as certain milestones, contained within the Note, are achieved (the "Additional Advances"). JMJ may make further advances of up to \$1,000,000 under the Note, in such amounts and at such times as the Parties may agree (each, a "Further Advance"). In the event of an Additional Advance or Further Advance, the Company shall deliver an additional warrant within three days of such advances in the form of the Warrant (the "Additional Warrant"), with the following terms: (i) an aggregate exercise amount equal to 100% of the principal sum attributable to the Additional Advance or Further Advance, respectively (ii) at the per share exercise price then in effect on the Warrant, and (iii) the number of shares for which the Additional Warrant is exercisable equal to the aggregate exercise amount for the Additional Warrant divided by the exercise price. JMJ may, at its election, exercise the Warrant, and each Additional Warrant, if any, pursuant to a cashless exercise.

If the Company fails to repay the balance due under the Note, or issues a Variable Security (as defined in the Note) up to and including the date of the closing of the Public Offering, JMJ has the right to convert all or any portion of the outstanding Note into shares of Common Stock, subject to the terms and conditions set forth in the Note. All amounts due under the Note become immediately due and payable upon the occurrence of an event of default as set forth in the Note. Further, upon an event of default, JMJ has the right, at any time, at its election, to convert all or part of the outstanding and unpaid principal sum (and any other fees) into shares of fully paid and non-assessable shares of Common Stock.

The foregoing descriptions of the Purchase Agreement, the Note, and the Warrant do not purport to be complete and are qualified in their entirety by the terms and conditions of such documents. Copies of the Purchase Agreement, the Note, and the Warrant are attached hereto as Exhibits 10.1, 10.2, and 4.1, respectively, and are incorporated herein by reference.

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

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

### Item 3.02 Unregistered Sales of Equity Securities

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02.

These securities were not registered under the Securities Act of 1933, as amended (the "Securities Act"), but qualified for exemption under Section 4(a)(2) of the Securities Act. The securities were exempt from registration under Section 4(a)(2) of the Securities Act because the issuance of such securities by the Company did not involve a "public offering," as defined in Section 4(a)(2) of the Securities Act, due to the insubstantial number of persons involved in the transaction, size of the offering, manner of the offering and number of securities offered. The Company did not undertake an offering in which it sold a high number of securities to a high number of investors. In addition, this investor had the necessary investment intent as required by Section 4(a)(2) of the Securities Act since they agreed to, and will receive, share certificates bearing a legend stating that such securities are restricted pursuant to Rule 144 of the Securities Act. This restriction ensures that these securities would not be immediately redistributed into the market and therefore not be part of a "public offering." Based on an analysis of the above factors, we have met the requirements to qualify for exemption under Section 4(a)(2) of the Securities Act.

### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<a href="#"><u>4.1</u></a> *	Common Stock Purchase Warrant, dated December 20, 2016, issued by the Company in favor of JMJ Financial
<a href="#"><u>10.1</u></a> *	Securities Purchase Agreement, dated December 21, 2016, between JMJ Financial and the Company
<a href="#"><u>10.2</u></a> *	Promissory Note, dated December 20, 2016, issued by the Company in favor of JMJ Financial

*\*filed herewith*

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**SIGNATURES**

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

**DUOS TECHNOLOGIES GROUP, INC.**

Dated: December 23, 2016

By: /s/ Adrian Goldfarb  
Adrian Goldfarb  
Chief Financial Officer

THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT OR APPLICABLE EXEMPTION OR SAFE HARBOR PROVISION.

**COMMON STOCK PURCHASE WARRANT  
DOCUMENT W-12202016**

**DUOS TECHNOLOGIES GROUP, INC.**

Warrant Shares: 4,035,086  
Aggregate Exercise Amount: \$605,263

Initial Issue Date: December 20, 2016

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, MJM Financial, its Principal, or its assigns (the "Investor" or the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date hereof (the "Initial Exercise Date") and on or prior to the close of business on the five (5) year anniversary of the Initial Exercise Date (as subject to adjustment hereunder, the "Termination Date"), to subscribe for and purchase from Duos Technologies Group, Inc., a Florida corporation (the "Issuer" or the "Company"), shares of common stock of the Company (the "Common Stock"). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 1.2. The number of shares of Common Stock purchasable under this Warrant (the "Warrant Shares") shall be equal to the Aggregate Exercise Amount divided by the Exercise Price.

**ARTICLE 1 EXERCISE RIGHTS**

The Holder will have the right to exercise this Warrant to purchase shares of Common Stock as set forth below. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Securities Purchase Agreement Document SPA-12202016 dated December 20, 2016 between the Company and the Holder (the "Securities Purchase Agreement").

1.1 Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, from and after the Initial Exercise Date, and then at any time, by delivery to the Company's transfer agent or to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed facsimile or emailed copy of the Notice of Exercise form annexed hereto. Within three (3) business days following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the shares specified in the applicable Notice of Exercise by wire transfer or check drawn on a United States bank unless the cashless exercise procedure specified in Section 1.3 below is specified in the applicable Notice of Exercise. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise form within 24 hours of receipt of such notice. The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.

1.2 Exercise Price. The exercise price per share of Common Stock under this Warrant shall be the lesser of (i) 80% of the per share price of common stock in the Public Offering, (ii) \$0.15 per share, (iii) the lowest daily closing price of the Issuer's common stock during the ten days prior to the effective date of the Reverse Split (subject to adjustment for stock splits); (iv) the lowest daily closing price of the Issuer's common stock during the

ten days prior to the Maturity Date of Note (subject to adjustment for stock splits), (v) 80% of the unit price offering price in the Public Offering (if applicable), or (vi) 80% of the exercise price of any warrants issued in the Public Offering, in each case subject to adjustment hereunder (the “Exercise Price”). The aggregate exercise price is \$605,263.

1.3 Cashless Exercise. The Holder may exercise this Warrant, in whole or in part, at any time after the Initial Exercise Date and prior to the Termination Date by means of a “cashless exercise” in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing  $[(A-B) (X)]$  by (A), where:

(A) = the VWAP on the trading day immediately preceding the date on which Holder elects to exercise this Warrant by means of a “cashless exercise,” as set forth in the applicable Notice of Exercise;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

1.4 Termination. On the Termination Date, if all or any portion of this Warrant remains unexercised, the Termination Date shall be automatically extended for two years.

1.5 Delivery of Warrant Shares. Warrant Shares purchased hereunder will be delivered to Holder by 2:30 pm EST within two (2) business days of Notice of Exercise by “DWAC/FAST” electronic transfer (such date, the “Warrant Share Delivery Date”). For example, if Holder delivers a Notice of Exercise to the Company at 5:15 pm eastern time on Monday January 1<sup>st</sup>, the Company’s transfer agent must deliver shares to Holder’s broker via “DWAC/FAST” electronic transfer by no later than 2:30 pm eastern time on Wednesday January 3<sup>rd</sup>. The Warrant Shares shall be deemed to have been issued, and Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date of delivery of the Notice of Exercise. *The Company will make its best efforts to deliver the Warrant Shares to the Holder the same day or next day.*

1.6 Delivery of Warrant. The Holder shall not be required to physically surrender this Warrant to the Company. If the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, this Warrant shall automatically be cancelled without the need to surrender the Warrant to the Company for cancellation. If this Warrant shall have been exercised in part, the Company shall, at the request of Holder and upon surrender of this Warrant, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant and, for purposes of Rule 144, shall tack back to the original date of this Warrant.

1.7 Warrant Exercise Rescission Rights. For any reason in Holder’s sole discretion, including if the Warrant Shares are not delivered by DWAC/FAST electronic transfer or in accordance with the timeframe stated in Section 1.5, or for any other reason, Holder may, at any time prior to selling those Warrant Shares rescind such exercise, in whole or in part, in which case the Company must, within three (3) days of receipt of notice from the Holder, repay to the Holder the portion of the exercise price so rescinded and reinstate the portion of the Warrant and equivalent number of Warrant Shares for which the exercise was rescinded and, for purposes of Rule 144, such reinstated portion of the Warrant and the Warrant Shares shall tack back to the original date of this Warrant. If Warrant Shares were issued to Holder prior to Holder’s rescission notice, upon return of payment from the Company, Holder will, within three (3) days of receipt of payment, commence procedures to return the Warrant Shares to the Company.

1.8 Compensation for Buy-In on Failure to Timely Deliver Certificates Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause its transfer agent to transmit to the Holder the Warrant Shares on or before the Warrant Share Delivery Date, and if after such date the Holder is required by its

broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions and other fees, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either (x) reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded), (y) deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder, or (z) pay in cash to the Holder the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss.

1.9 Make-Whole for Market Loss after Exercise. At the Holder's election, if the Company fails for any reason to deliver to the Holder the Warrant Shares by DWAC/FAST electronic transfer (such as by delivering a physical certificate) and if the Holder incurs a Market Price Loss, then at any time subsequent to incurring the loss the Holder may provide the Company written notice indicating the amounts payable to the Holder in respect of the Market Price Loss and the Company must make the Holder whole as follows:

Market Price Loss = [(High trade price on the day of exercise) x (Number of Warrant Shares)] – [(Sales price realized by Holder) x (Number of Warrant Shares)]

The Company must pay the Market Price Loss by cash payment, and any such cash payment must be made by the third business day from the time of the Holder's written notice to the Company.

1.10 Make-Whole for Failure to Deliver Loss. At the Holder's election, if the Company fails for any reason to deliver to the Holder the Warrant Shares by the Warrant Share Delivery Date and if the Holder incurs a Failure to Deliver Loss, then at any time the Holder may provide the Company written notice indicating the amounts payable to the Holder in respect of the Failure to Deliver Loss and the Company must make the Holder whole as follows:

Failure to Deliver Loss = [(High trade price at any time on or after the day of exercise) x (Number of Warrant Shares)]

The Company must pay the Failure to Deliver Loss by cash payment, and any such cash payment must be made by the third business day from the time of the Holder's written notice to the Company.

1.11 Default. Each of the following are an event of default under this Warrant: (i) the Issuer shall fail to deliver shares from any exercise of this Warrant when due and payable thereunder; or (ii) the Issuer shall fail to pay any cash or other amount due under this Warrant when due and payable thereunder; or (iii) the Issuer shall breach or fail to honor any other term of this Warrant, any term under any other document related to this Warrant, or any other written agreement between the Issuer and the Investor (collectively, the "Transaction Documents"), including, without limitation, the Issuer's obligation to reserve at all times a sufficient number of shares to provide for the issuance of common stock upon the full exercise of the Warrant pursuant to Section 3.2 of the Securities Purchase Agreement; or (iv) the Issuer fails to keep available a sufficient number of authorized, unissued and unreserved shares of common stock (other than shares of common stock reserved for the Investor) to permit the Investor to increase its share reserve to such number of shares as equals not less than five times the number of shares necessary to provide for full exercise of Warrants owned by the Investor; or (v) the Issuer's failure to increase the number of authorized shares of common stock of the Issuer within sixty days of having a number of authorized, unissued, and unreserved shares of common stock (excluding shares of common stock reserved for the Investor) of less than three times the number of shares necessary to provide for the issuance of common stock upon full exercise of the warrants owned by the Investor; or (vi) the Issuer terminates or replaces the entity or person serving as the

transfer agent for the Issuer without obtaining the previous written consent of the Investor thirty days in advance of such termination or replacement; or (vii) the Issuer's failure to appoint a new transfer agent approved by the Investor (such approval not to be unreasonably withheld) and to provide the Investor, within five business days following termination, resignation or replacement of the current transfer agent, an irrevocable instruction and share reservation letter, executed by the Issuer and the new transfer agent, providing rights to the Investor identical to the rights provided to the Investor in the irrevocable instruction and share reservation letter between the Issuer, the Investor, and the terminated, resigned or replaced transfer agent; or (viii) the Issuer generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any; or (ix) the Issuer shall make a general assignment for the benefit of creditors; or (x) the Issuer shall file a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); or (xi) an involuntary proceeding shall be commenced or filed against the Issuer; or (xii) the Issuer's common stock has an offering price of \$0.0001 on its principal trading market at any time; or (xiii) the Issuer's market capitalization (the number of shares of common stock issued and outstanding multiplied by the price per share of common stock) is less than \$200,000 at any time or decreases to less than 50% of the market capitalization on the Effective Date of any payment of Consideration under the Note; or (xiv) the price per share of the Issuer's common stock decreases to less than 50% of the price per share on the Effective Date of any payment of Consideration; or (xv) the Issuer shall lose its status as "DTC Eligible" or the Issuer's shareholders shall lose the ability to deposit (either electronically or by physical certificates, or otherwise) shares into the DTC System; or (xvi) the Issuer shall become delinquent in its filing requirements as a fully-reporting issuer registered with the SEC; or (xvii) the Issuer shall fail to meet all requirements to satisfy the availability of Rule 144 to the Investor or its assigns including but not limited to timely fulfillment of its filing requirements as a fully-reporting issuer registered with the SEC, requirements for XBRL filings, and requirements for disclosure of financial statements on its website; or (xviii) the Issuer fails to file with the SEC by January 21, 2017 the Preliminary Schedule 14A Proxy Statement calling for a meeting of the Issuer's shareholders to approve the Reverse Split; or (xix) the Issuer fails to file with the SEC by February 5, 2017 the Definitive Schedule 14A Proxy Statement calling for a meeting of the Issuer's shareholders to approve the Reverse Split; or (xx) the Issuer fails to hold the meeting of shareholders by March 5, 2017; or (xxi) the Issuer's shareholders fail to approve the Reverse Split by March 15, 2017; or (xxii) the Issuer fails to file the Registration Statement with the SEC by January 21, 2017; or (xxiii) the Issuer fails to file with the SEC by March 22, 2017 Amendment No. 1 to the Registration Statement; or (xxiv) the reverse split of the Issuer's common stock fails to become effective by March 22, 2017; or (xxv) the Issuer fails to file a listing application with The Nasdaq Capital Market and / or NYSE-MKT by February 15, 2017; or (xxvi) the Issuer fails to obtain from Nasdaq or NYSE by March 22, 2017 conditional approval of the listing of the Issuer's common stock on The Nasdaq Capital Market or NYSE-MKT subject only to completion of the Public Offering pursuant to the Registration Statement and to the Issuer's common stock maintaining the minimum price requirements prior to uplisting; or (xxvii) Joseph Gunnar & Co., LLC or the Issuer terminates the engagement letter in which the Issuer engaged Joseph Gunnar & Co., LLC to conduct the public offering of the Issuer's securities pursuant to the Registration Statement; or (xxviii) Joseph Gunnar & Co., LLC or the Issuer suspends pursuit of the public offering of the Issuer's securities pursuant to the Registration Statement.

1.12. Remedies. For each notice of exercise of a warrant, in the event that shares are not delivered by the third business day (inclusive of the day of exercise), a fee of \$2,000 per day will be assessed for each day after the third business day (inclusive of the day of exercise) until share delivery is made; and such fee will be added to the Aggregate Exercise Amount of the Warrant (under the Investor's and the Issuer's expectations that any penalty amounts will tack back to the Initial Issue Date of the Warrant). The Issuer will not be subject to any penalties once its transfer agent correctly processes the shares to the DWAC system. Upon each occurrence of any other event of default enumerated in Section 1.11 above, the Investor may assess and apply a fee against the Issuer of \$25,000 at any time any Aggregate Exercise Amount remains outstanding on this Warrant, regardless of whether such event of default has been cured or remedied. The parties agree that the fee shall be added to the Aggregate Exercise Amount of the Warrant and shall tack back to the Initial Issue Date of the Warrant for purposes of Rule 144. The Investor agrees that for each Event of Default that triggers a remedy under this Section, the Investor may apply the liquidated damages amount to either the Note or the Warrant, at its election, but shall not apply duplicated liquidated damages to both the Note and the Warrant for the same occurrence of an Event of Default. The parties acknowledge and agree that upon an event of default, Investor's damages would be uncertain and difficult (if not impossible) to accurately estimate because of the parties' inability to predict future interest rates and future share prices, Investor's increased risk, and the uncertainty of the availability of a suitable substitute investment opportunity for Investor, among other reasons. Accordingly, any fees, charges, and default interest due under this Note or any other Transaction Document between the parties are intended by the parties to be, and shall be deemed, liquidated



damages. The parties agree that such liquidated damages are a reasonable estimate of Investor's actual damages and not a penalty, and shall not be deemed in any way to limit any other right or remedy Investor may have hereunder, at law or in equity. The parties acknowledge and agree that under the circumstances existing at the time this Note is entered into, such liquidated damages are fair and reasonable and are not penalties. All fees, charges, and default interest provided for in this Note and the Transaction Documents are agreed to by the parties to be based upon the obligations and the risks assumed by the parties as of the Effective Date and are consistent with investments of this type. The liquidated damages provisions shall not limit or preclude a party from pursuing any other remedy available at law or in equity; provided, however, that the liquidated damages are intended to be in lieu of actual damages.

1.13 Choice of Remedies. Nothing herein, including, but not limited to, Holder's electing to pursue its rights under Sections 1.9, 1.10 or 1.12 of this Warrant, shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. In this regard, the Company hereby agrees that the Holder will be entitled to obtain specific performance and/or injunctive relief with respect to any default under this Warrant, including, without limitation, with respect to the Issuer's failure to timely deliver shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof, or the Issuer's obligations regarding the reservation of shares and its transfer agent, including the use, termination, replacement or resignation of the transfer agent and the obligation to deliver an irrevocable instruction and share reservation letter with any subsequent transfer agent. The Issuer agrees that, in such event, all requirements for specific performance and/or preliminary and permanent injunctive relief will be satisfied, including that the Investor would suffer irreparable harm for which there would be no adequate legal remedy. The Issuer further agrees that it will not object to a court or arbitrator granting or ordering specific performance or preliminary and/or permanent injunctive relief in the event the Investor demonstrates that the Issuer has failed to comply with any obligation herein. Such a grant or order may require the Issuer to immediately issue shares to the Investor pursuant to a Notice of Exercise, and/or require the Issuer to immediately satisfy its obligations regarding the reservation of shares and its transfer agent, including the use, termination, replacement or resignation of the Issuer's transfer agent and the obligation to deliver an irrevocable instruction and share reservation letter with any subsequent transfer agent. The Issuer further expressly waives any right to any bond in connection with any temporary or preliminary injunction.

1.14 Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder. The Company shall pay all transfer agent fees required for same-day processing of any Notice of Exercise.

1.15 Holder's Exercise Limitations. Unless otherwise agreed in writing by both the Company and the Holder, at no time will the Holder exercise any amount of this Warrant to purchase Common Stock that would result in the Holder owning more than 9.99% of the Common Stock outstanding of the Company (the "Beneficial Ownership Limitation"). Upon the written or oral request of Holder, the Company shall within twenty-four (24) hours confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding.

## **ARTICLE 2 ADJUSTMENTS**

2.1 Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 2.1 shall become effective

immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

2.2 Public Offering Price Reset. If the Company closes on the Public Offering, the Exercise Price shall be reduced and only reduced to equal the Reset Price and consequently the number of Warrant Shares issuable hereunder shall be increased such that the Aggregate Exercise Amount hereunder, after taking into account the decrease in the Exercise Price, shall be equal to the Aggregate Exercise Amount prior to such adjustment. The Reset Price is the lesser of (i) 80% of the common stock offering price of the Public Offering, (ii) 80% of the unit price offering price of the Public Offering, or (iii) 80% of the exercise price of any warrants issued in the Public Offering.

2.3 Subsequent Equity Sales. Until such time up to and including the date on which the Company closes on the Public Offering, if the Company or any Subsidiary thereof, as applicable, at any time while this Warrant is outstanding, shall sell or grant any option to purchase, or sell or grant any right to reprice, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Common Stock (including pursuant to the terms of any outstanding securities issued prior to the issuance of this security (including, but not limited to, warrants, convertible notes, or other agreements)) or any security entitling the holder thereof (including pursuant to sales, grants, conversions, warrant exercises or other issuances to the Holder as a result of these Transaction Documents, prior transaction documents, or future transaction documents) to acquire Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock (a “Common Stock Equivalent”), at an effective price per share less than the Exercise Price then in effect (such lower price, the “Base Share Price” and such issuances collectively, a “Dilutive Issuance”) (it being understood and agreed that if the holder of the Common Stock or Common Stock Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share that is less than the Exercise Price, such issuance shall be deemed to have occurred for less than the Exercise Price on such date of the Dilutive Issuance at such effective price regardless of whether such holder has received or ever receives shares at such effective price), then simultaneously with the consummation of each Dilutive Issuance the Exercise Price shall be reduced and only reduced to equal the Base Share Price and consequently the number of Warrant Shares issuable hereunder shall be increased such that the Aggregate Exercise Amount hereunder, after taking into account the decrease in the Exercise Price, shall be equal to the Aggregate Exercise Amount prior to such adjustment. Such adjustment shall be made whenever such Common Stock or Common Stock Equivalents are issued. The Company shall notify the Holder, in writing, no later than the business day following the issuance or deemed issuance of any Common Stock or Common Stock Equivalents subject to this Section 2.3, indicating therein the applicable issuance price, or applicable reset price, exchange price, conversion price and other pricing terms (such notice, the “Dilutive Issuance Notice”). In addition, the Company and/or its transfer agent shall provide the Holder, whenever the Holder requests at any time while this Warrant is outstanding, a schedule of all issuances of Common Stock or Common Stock Equivalents since the date of the Securities Purchase Agreement, including the applicable issuance price, or applicable reset price, exchange price, conversion price, exercise price and other pricing terms. The term issuances shall also include all agreements to issue, or prospectively issue Common Stock or Common Stock Equivalents, regardless of whether the issuance contemplated by such agreement is consummated. The Company shall notify the Holder in writing of any issuances within twenty-four (24) hours of such issuance. For purposes of clarification, whether or not the Company provides a Dilutive Issuance Notice pursuant to this Section 2.3, upon the occurrence of any Dilutive Issuance, the Holder is entitled to receive a number of Warrant Shares based upon the Base Share Price regardless of whether the Holder accurately refers to the Base Share Price in the Notice of Exercise. If the Company enters into a Variable Rate Transaction, the Company shall be deemed to have issued Common Stock or Common Stock Equivalents at the lowest possible conversion or exercise price at which such securities may be converted or exercised. “Variable Rate Transaction” means a transaction in which the Company (i) issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive, additional shares of Common Stock either (A) at a conversion price, exercise price or exchange rate or other price that is based upon, and/or varies with, the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities or (B) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the

market for the Common Stock or (ii) enters into any agreement, including, but not limited to, an equity line of credit, whereby the Company may sell securities at a future determined price.

2.4 Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 2.1 through 2.3 above, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the “Purchase Rights”), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holder’s right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

2.5 Pro Rata Distributions. If the Company, at any time while this Warrant is outstanding, shall distribute to all holders of Common Stock (and not to the Holder) evidences of its indebtedness or assets (including cash and cash dividends) or rights or warrants to subscribe for or purchase any security other than the Common Stock (which shall be subject to Section 2.4), then in each such case the Exercise Price shall be adjusted by multiplying the Exercise Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the VWAP determined as of the record date mentioned above, and of which the numerator shall be such VWAP on such record date less the then per share fair market value at such record date of the portion of such assets or evidence of indebtedness or rights or warrants so distributed applicable to one outstanding share of the Common Stock as determined by the Board of Directors in good faith. In either case the adjustments shall be described in a statement provided to the Holder of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

2.6 Notice to Holder. Whenever the Exercise Price is adjusted pursuant to any provision of this Article 2, the Company shall promptly notify the Holder (by written notice) setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

### **ARTICLE 3 COMPANY COVENANTS**

3.1 Reservation of Shares. As set forth in Section 3.2 of the Securities Purchase Agreement, the Company will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of Warrant Shares upon the full exercise of this Warrant. The Company represents that upon issuance, such Warrant Shares will be duly and validly issued, fully paid and non-assessable. The Company agrees that its issuance of this Warrant constitutes full authority to its officers, agents and transfer agents who are charged with the duty of executing and issuing shares to execute and issue the necessary Warrant Shares upon the exercise of this Warrant. No further approval or authority of the stockholders of the Board of Directors of the Company is required for the issuance of the Warrant Shares.

3.2 No Adverse Actions. Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above

the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

#### ARTICLE 4 MISCELLANEOUS

4.1 Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

4.2 Transferability. Subject to compliance with any applicable securities laws, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, by a written assignment of this Warrant duly executed by the Holder or its agent or attorney. If necessary to obtain a new warrant for any assignee, the Company, upon surrender of this Warrant, shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and such new Warrants, for purposes of Rule 144, shall tack back to the original date of this Warrant. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

4.3 Assignability. The Company may not assign this Warrant. This Warrant will be binding upon the Company and its successors, and will inure to the benefit of the Holder and its successors and assigns, and may be assigned by the Holder to anyone of its choosing without the Company's approval.

4.4 Notices. Any notice required or permitted hereunder must be in writing and either personally served, sent by facsimile or email transmission, or sent by overnight courier. Notices will be deemed effectively delivered at the time of transmission if by facsimile or email, and if by overnight courier the business day after such notice is deposited with the courier service for delivery.

4.5 Governing Law, Legal Proceedings, and Arbitration. THIS WARRANT WILL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEVADA (INCLUDING ANY RIGHTS TO SPECIFIC RELIEF PROVIDED FOR UNDER NEVADA STATUTES), WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. THE PARTIES HEREBY WARRANT AND REPRESENT THAT THE SELECTION OF NEVADA LAW AS GOVERNING UNDER THIS WARRANT (I) HAS A REASONABLE NEXUS TO EACH OF THE PARTIES AND TO THE TRANSACTIONS CONTEMPLATED BY THE WARRANT; AND (II) DOES NOT OFFEND ANY PUBLIC POLICY OF NEVADA, FLORIDA, OR OF ANY OTHER STATE, FEDERAL, OR OTHER JURISDICTION.

**ANY ACTION BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR RELATED TO THIS WARRANT, OR ANY OTHER AGREEMENTS BETWEEN THE PARTIES, SHALL BE COMMENCED ONLY IN THE STATE OR FEDERAL COURTS OF GENERAL JURISDICTION LOCATED IN MIAMI-DADE COUNTY, IN THE STATE OF FLORIDA, EXCEPT THAT ALL SUCH DISPUTES BETWEEN THE PARTIES SHALL BE SUBJECT TO ALTERNATIVE DISPUTE RESOLUTION THROUGH BINDING ARBITRATION AT THE INVESTOR'S SOLE DISCRETION AND ELECTION (REGARDLESS OF WHICH PARTY INITIATES THE LEGAL PROCEEDINGS).** The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim within the same proceeding as the claim to which it relates. Any such claim that is not submitted or filed in such proceeding shall be waived and such party will forever be barred from asserting such a claim. Both parties and the individuals signing this Note agree to submit to the jurisdiction of such courts or to such arbitration panel, as the case may be.

If the Investor elects alternative dispute resolution by arbitration, the arbitration proceedings shall be conducted in Miami-Dade County and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Mediation Procedures in effect on the Issue Date of this Warrant, except as modified by this Warrant. The Investor's demand for arbitration shall be made in writing, delivered to the other party, and filed with the American Arbitration Association. The American Arbitration Association must receive the demand for

arbitration prior to the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations, unless legal or equitable proceedings between the parties have already commenced, and the receipt by the American Arbitration Association of a written demand for arbitration also shall constitute the institution of legal or equitable proceedings for statute of limitations purposes. The parties shall be entitled to limited discovery at the discretion of the arbitrator(s) who may, but are not required to, allow depositions. The parties acknowledge that the arbitrators' subpoena power is not subject to geographic limitations. The arbitrator(s) shall have the right to award individual relief which he or she deems proper under the evidence presented and applicable law and consistent with the parties' rights to, and limitations on, damages and other relief as expressly set forth in this Warrant. The award and decision of the arbitrator(s) shall be conclusive and binding on all parties, and judgment upon the award may be entered in any court of competent jurisdiction. The Investor reserves the right, but shall have no obligation, to advance the Issuer's share of the costs, fees and expenses of any arbitration proceeding, including any arbitrator fees, in order for such arbitration proceeding to take place, and by doing so will not be deemed to have waived or relinquished its right to seek the recovery of those amounts from the arbitrator, who shall provide for such relief in the final award, in addition to the costs, fees, and expenses that are otherwise recoverable. The foregoing agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

4.6 Delivery of Process by Holder to the Company. In the event of any action or proceeding by Holder against the Company, and only by Holder against the Company, service of copies of summons and/or complaint and/or any other process which may be served in any such action or proceeding may be made by Holder via U.S. Mail, overnight delivery service such as FedEx or UPS, email, fax, or process server, or by mailing or otherwise delivering a copy of such process to the Company at its last known address or to its last known attorney set forth in its most recent SEC filing.

4.7 No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 1.1. So long as this Warrant is unexercised, this Warrant carries no voting rights and does not convey to the Holder any "control" over the Company, as such term may be interpreted by the SEC under the Securities Act or the Exchange Act, regardless of whether the price of the Company's Common Stock exceeds the Exercise Price.

4.8 Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

4.9 Attorney Fees. In the event any attorney is employed by either party to this Warrant with regard to any legal or equitable action, arbitration or other proceeding brought by such party for the enforcement of this Warrant or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Warrant, the prevailing party in such proceeding will be entitled to recover from the other party reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which the prevailing party may be entitled.

4.10 Opinion of Counsel. The Company shall provide the Holder with an opinion of counsel prior to the Initial Issue Date of this Warrant that neither this Warrant, nor any other agreement between the parties, nor any of their terms (including, but not limited to, interest, original issue discount, conversion terms, warrants terms, penalties, fees or liquidated damages), individually or collectively violate any usury laws in the State of Nevada. Prior to the Initial Issue Date of this Warrant, the Issuer and its management have reviewed such opinion, consulted their counsel on the opinion and on the matter of usury, and have further researched the matter of usury to their satisfaction. Further, the Issuer and its management agree with the opinion of the Issuer's counsel that neither this Warrant nor any other agreement between the parties is usurious and they agree they will not raise a claim of usury as a defense to the performance of the Issuer's obligations under this Warrant or any other agreement between the parties. **THE ISSUER HEREBY WARRANTS AND REPRESENTS THAT THE SELECTION OF NEVADA LAW AS GOVERNING UNDER THIS AGREEMENT (I) HAS A REASONABLE NEXUS TO EACH OF THE PARTIES AND TO THE TRANSACTIONS CONTEMPLATED BY THESE AGREEMENTS; AND (II) DO NOT OFFEND ANY PUBLIC POLICY OF NEVADA, FLORIDA, OR OF ANY OTHER STATE, FEDERAL, OR OTHER JURISDICTION.** In the event that an opinion of counsel is needed for any matter related to this Warrant,

Holder has the right to have any such opinion provided by its counsel. Holder also has the right to have any such opinion provided by the Company's counsel.

4.11 Nonwaiver. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies.

4.12 Amendment Provision. The term "Warrant" and all references thereto, as used throughout this instrument, means this instrument as originally executed, or if later amended or supplemented, then as so amended or supplemented.

4.13 No Shorting. Holder agrees that so long as this Warrant remains unexercised in whole or in part, Holder will not enter into or effect any "short sale" of the common stock or hedging transaction which establishes a net short position with respect to the common stock of the Company. The Company acknowledges and agrees that as of the date of delivery to the Company of a fully and accurately completed Notice of Exercise, Holder immediately owns the common shares described in the Notice of Exercise and any sale of those shares issuable under such Notice of Exercise would not be considered short sales.

\* \* \*

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

DUOS TECHNOLOGIES GROUP, INC.

By: \_\_\_\_\_  
Gianni B. Arcaini  
Chief Executive Officer

HOLDER:

\_\_\_\_\_  
JMJ Financial / Its Principal

**NOTICE OF EXERCISE**

TO: DUOS TECHNOLOGIES GROUP, INC.

(1) The undersigned hereby elects to purchase \_\_\_\_\_ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

in lawful money of the United States; or

the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in Section 1.3, to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in Section 1.3.

(3) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

\_\_\_\_\_

The Warrant Shares shall be delivered to the following DWAC Account Number:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(4) Accredited Investor. The undersigned is an “accredited investor” as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**SECURITIES PURCHASE AGREEMENT  
DOCUMENT SPA-12202016**

This Securities Purchase Agreement (this "Agreement") is dated as of December 20, 2016, between Duos Technologies Group, Inc., a Florida corporation (the "Issuer") and MJM Financial (the "Investor") (referred to collectively herein as the "Parties").

WHEREAS, the Issuer's Board of Directors is expected to vote in favor of a resolution permitting the Issuer's Board of Directors to conduct a reverse split of the Issuer's common stock in a ratio of up to at least 1 for 500 with the exact ratio to be determined by the Issuer's Board of Directors (the "Reverse Split");

WHEREAS, the Issuer intends to seek the vote of a majority of the outstanding voting securities of the Issuer in favor of a resolution permitting the Reverse Split;

WHEREAS, the Issuer intends to file an S-1 registration statement with the SEC by January 21, 2017 (the "Registration Statement") pursuant to which the Issuer intends to conduct a public offering of its securities to raise gross proceeds to the Issuer of at least \$9,000,000 (the "Public Offering");

WHEREAS, the Issuer will be applying to NASDAQ or NYSE MKT to uplist its common stock for trading on The NASDAQ Capital Market or NYSE MKT;

WHEREAS, the Issuer has engaged Joseph Gunnar & Co., LLC ("Gunnar") as the investment bank to conduct the Public Offering;

WHEREAS, the Issuer anticipates closing the Public Offering prior to May 15, 2017;

WHEREAS, the Issuer is seeking financing as a bridge until completion of the Public Offering; and

WHEREAS, the Issuer desires to sell and the Investor desires to purchase a Promissory Note, issued by the Issuer to the Investor, in the form of Exhibit A attached hereto (the "Note"), a Warrant to purchase 4,035,086 shares of the Issuer's common stock for a period of five (5) years from the date hereof, issued by the Issuer to the Investor, in the form of Exhibit B attached hereto (the "Warrant"), and shares of common stock of the Issuer (the "Origination Shares," and together with the Note and the Warrant, the "Securities") as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Issuer and the Investor agree as follows:

#### **ARTICLE I PURCHASE AND SALE**

1.1 Purchase and Sale. Upon the terms and subject to the conditions set forth herein, the Issuer agrees to sell, and the Investor agrees to purchase the Note, in an aggregate principal amount of up to \$2,500,000, a Warrant to purchase 4,035,086 shares of Issuer common stock with an aggregate exercise price of \$605,263, and such number of Origination Shares as provided below. The Investor shall deliver to the Issuer, via wire transfer, immediately available funds at such times and in such amounts as set forth in the Funding Schedule attached as an exhibit to the Note (the "Purchase Price") and the Issuer shall deliver to the Investor the Note, the Warrant, and the Origination Shares, and the Issuer and the Investor shall deliver any other documents or agreements related to this transaction.

1.2 Effective Date. This Agreement will become effective only upon occurrence of the two following events: execution of this Agreement, the Note, and the Warrant by both the Issuer and the Investor, and delivery of the first payment of the Purchase Price by the Investor to the Issuer.

1.3 Origination Shares. The Issuer shall deliver the Origination Shares to the Investor as follows:

1.3.1 Origination Share Pricing. On the fifth (5<sup>th</sup>) trading day after the pricing of the Public



Offering, but in no event later than May 30, 2017, the Issuer shall deliver to the Investor such number of duly and validly issued, fully paid and non-assessable Origination Shares as equals 30% of the Principal Sum of the Note immediately prior to repayment (the "Origination Dollar Amount") divided by the lowest of (i) the lowest daily closing price of the Issuer's common stock during the ten days prior to delivery of the Origination Shares or during the ten days prior to the effective date of the Reverse Split (in each case subject to adjustment for stock splits), (ii) 80% of the common stock offering price of the Public Offering, (iii) 80% of the unit price offering price of the Public Offering (if applicable), or (iv) 80% of the exercise price of any warrants issued in the Public Offering. It is the Issuer's and the Investor's expectation that the issuance date of the Origination Shares dates back to the effective date of this Agreement for purposes of Rule 144 under the Securities Act of 1933, as amended ("Rule 144").

1.3.2 Origination Share Pricing Reset. In the event that the Public Offering is not completed before May 15, 2017, so long as the Investor owns any of the Origination Shares at the time of a subsequent public offering where the pricing terms from paragraph 1.3.1 above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same pricing terms as described in paragraph 1.3.1 above (such that the Origination Shares issuance price would be reduced and the number of Origination Shares issued would be increased to equal the Origination Dollar Amount). It is the Issuer's and the Investor's expectation that the issuance date of any repriced Origination Shares dates back to the effective date of this Agreement for purposes of Rule 144.

1.3.3 Origination Share Beneficial Ownership Limitation. Unless otherwise agreed by both Parties, at no time will the Issuer issue to the Investor such number of Origination Shares that would result in the Investor owning more than 9.99% of the number of shares of common stock outstanding of the Issuer immediately after giving effect to the issuance of the Origination Shares (the "Beneficial Ownership Limitation"). In the event that the number of Origination Shares deliverable to the Investor pursuant to Section 1.3.1 or 1.3.2 above would cause the Investor to exceed the Beneficial Ownership Limitation, the Issuer shall deliver to the Investor such lesser number of Origination Shares the Investor requests that would result in the Investor owning less than the Beneficial Ownership Limitation and the Issuer shall deliver to the Investor the remaining number of Origination Shares at such time as the Investor notifies the Issuer that delivery of such remaining Origination Shares would not cause the Investor to exceed the Beneficial Ownership Limitation.

1.4 Additional Payments. The Funding Schedule to the Note contemplates the Investor paying additional payments of Consideration to the Issuer (each, an "Additional Payment") up to a total Consideration amount of \$2,375,000. Within three (3) trading days after the Investor makes any Additional Payment to the Issuer under the Note, the Issuer shall execute and deliver to the Investor an additional warrant in the form of the Warrant issued hereunder with an aggregate exercise amount equal to 100% of the Principal Sum attributable to the Additional Payment made by the Investor, a per share Exercise Price equal to the Exercise Price then in effect on the Warrant, the number of shares for which the warrant is exercisable equal to the aggregate exercise amount for the additional warrant divided by the Exercise Price per share, and any such Warrant will be immediately exercisable upon the date of issuance of such Warrant. For example, if the Investor makes an Additional Payment of \$95,000 and the Exercise Price of the Warrant is \$0.05 per share on the date of the Additional Payment, the Principal Sum attributable to the Additional Payment will be \$100,000 and the Issuer shall execute and deliver to the Investor a Warrant exercisable to purchase 2,000,000 shares with an Exercise Price per share of \$0.05 and an aggregate exercise amount of \$100,000.

## **ARTICLE II BRIDGE LOAN**

2.1 Recitals. The Issuer represents and warrants to the Investor that the first six recitals set forth above are true as of the date of this Agreement.

2.2. Investor Participation. The Issuer and the Investor may mutually agree to restructure the Securities as part of the Public Offering.

### ARTICLE III MISCELLANEOUS

3.1 Successors and Assigns. This Agreement may not be assigned by the Issuer. The Investor may assign any or all of its rights under this Agreement and agreements related to this transaction. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

3.2 Reservation of Shares. At all times during which the Note is outstanding or the Investor owns any Warrant exercisable for shares of the Issuer, the Issuer will reserve for the Investor from its authorized and unissued shares of common stock a number of shares of not less than five times the number of shares necessary to provide for the issuance of common stock upon the full conversion of the Note, the Issuer will reserve for the Investor from its authorized and unissued shares of common stock a number of shares of not less than five times the number of shares necessary to provide for the issuance of common stock upon the full exercise of such Warrants, and the Issuer will reserve for the Investor \$1,250,000 worth of shares of common stock for issuance of Origination Shares to the Investor. The Issuer initially shall reserve 100,000,000 shares of Common Stock for the Investor for the Note, 100,000,000 shares of Common Stock for the Investor for the Warrants, and 30,000,000 shares of common stock for issuance of the Origination Shares. The Issuer represents that upon its issuance of shares of common stock to the Investor, such shares will be duly and validly issued, fully paid and non-assessable. The Issuer agrees that its entering into this Agreement and its issuance of the Note and the Warrant constitutes full authority to its officers, agents and transfer agents who are charged with the duty of executing and issuing shares to execute and issue the necessary shares of common stock upon the conversion of the Note and the exercise of the Warrant and to execute and issue the Origination Shares. No further approval or authority of the stockholders or the Board of Directors of the Issuer will be required for the issuance and sale of the Securities to be sold by the Issuer as contemplated by the Agreement or for the issuance of the shares contemplated by the Note, the shares contemplated by the Warrant, or the Origination Shares contemplated by this Agreement. The Issuer represents that Pacific Stock Transfer Co. serves as the Issuer's transfer agent as of the date of this Agreement. The Issuer acknowledges that Pacific Stock Transfer Co. is a party to an irrevocable instruction and share reservation letter agreement between the Issuer, the transfer agent and the Investor regarding the Note and the Warrant and is a party to an irrevocable instruction and share reservation letter agreement between the Issuer, the transfer agent and the Investor regarding the Origination Shares. The Issuer agrees that the Issuer's use of Pacific Stock Transfer Co. as its transfer agent is material to the Investor, that the Issuer may not terminate or replace Pacific Stock Transfer Co. as the Issuer's transfer agent without obtaining the Investor's written consent thirty days in advance of such termination or replacement, and that the Issuer must provide the Investor, within five business days following the termination, resignation or replacement of Pacific Stock Transfer Co. or any subsequent transfer agent irrevocable instruction and share reservation letters, executed by the Issuer and the new transfer agent, providing rights to the Investor identical to the rights provided to the Investor in the irrevocable instruction and share reservation letters between the Issuer, the Investor, and Pacific Stock Transfer Co. The Issuer further agrees that every provision in the irrevocable instruction and share reservation letter agreements are also material to the Investor such that the Investor would not otherwise enter into this Agreement.

3.3 Rule 144 Tacking Back and Registration Rights. Whenever the Note or Warrant or any other document related to this transaction provides that a conversion amount, make-whole amount, penalty, fee, liquidated damage, or any other amount or shares (a "Tack Back Amount") tacks back to the original date of the Note, Warrant, or document for purposes of Rule 144 or otherwise, in the event that such Tack Back Amount was registered or carried registration rights, then that Tack Back Amount shall have the same registration status or registration rights as were in effect immediately prior to the event that gave rise to such Tack Back Amount tacking back. For example, if the Investor converts a portion of the Note and receives registered shares and the Investor later rescinds that conversion, the conversion amount would be returned to the principal balance of the Note and upon any future conversion of the Note the amount converted would be convertible into shares registered on that registration statement.

3.4 Terms of Future Financings. Until such time as the closing of the Public Offering, upon any issuance by the Issuer or any of its subsidiaries of any security with any term more favorable to the holder of such security or with a term in favor of the holder of such security that was not similarly provided to the Investor in the

Note or the warrants, such term, at the Investor's option, shall become a part of the transaction documents with the Investor. The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion rights, conversion discounts, conversion lookback periods, interest rates, original issue discounts, stock issuance or sale price pursuant to a stock purchase or stock issuance, and warrant coverage.

In addition, until such time as the closing of the Public Offering, if the Issuer shall issue or sell Common Stock, or grant any option to purchase, or sell or grant any right to reprice, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Common Stock (including pursuant to the terms of any outstanding securities issued prior to the issuance of this security (including, but not limited to, warrants, convertible notes, or other agreements)) or any security entitling the holder thereof (including pursuant to sales, grants, conversions, warrant exercises or other issuances to the Investor as a result of these Transaction Documents, prior transaction documents, or future transaction documents) to acquire Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive Common Stock (a "Common Stock Equivalent") at an effective price per share less than that of the Investor, then simultaneously with the consummation of each dilutive issuance the price for the Investor shall be reduced (and only reduced) and consequently the number of Shares issuable to the Investor shall be increased (and only increased). Such adjustment shall be made to the Note, such Warrants, or Origination Shares whenever such Common Stock or Common Stock Equivalents are issued.

The Issuer shall notify the Investor of such additional or more favorable term, including the applicable issuance price, or applicable reset price, exchange price, conversion price, exercise price and other pricing terms, and, at any time while the Note or any warrant is outstanding, the Investor may request of the Issuer and/or its transfer agent (and they will provide) a schedule of all issuances since the date of this Agreement of shares of common stock or of securities entitling the holder thereof to acquire shares of common stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, shares of common stock of the Issuer.

3.5 One Year Prohibition on Issuances of Securities. For a period of one year after the closing of the Public Offering, the Issuer shall not issue or sell Common Stock, or grant any option to purchase, or sell or grant any right to reprice, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Common Stock (including pursuant to the terms of any outstanding securities issued prior to the closing of the Public Offering (including, but not limited to, warrants, convertible notes, or other agreements)) or any security entitling the holder thereof to acquire Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive Common Stock (a "Common Stock Equivalent") at an effective price per share less than the greatest of (i) the Exercise Price then in effect of any Warrant issued to the Investor, (ii) the common stock offering price in the Public Offering, (iii) the unit price offering price in the Public Offering (if applicable), and (iv) the exercise price of any warrants issued in the Public Offering.

3.6 Prohibition on Debt and Variable Securities. So long as the Note is outstanding, the Issuer shall not, without written consent of the Investor, issue any debt (including, but not limited to any loan, bond, note, debenture, lien, mortgage, debt security, convertible security, or variable rate security) or any Variable Security. A Variable Security is any security issued by the Issuer that (i) has or may have conversion rights of any kind, contingent, conditional or otherwise in which the number of shares that may be issued pursuant to such conversion right varies with the market price of the common stock; (ii) is or may become convertible into common stock (including without limitation convertible debt, warrants or convertible preferred stock), with a conversion or exercise price that varies with the market price of the common stock, even if such security only becomes convertible or exercisable following an event of default, the passage of time, or another trigger event or condition; or (iii) was issued or may be issued in the future in exchange for or in connection with any contract, security, or instrument, whether convertible or not, where the number of shares of common stock issued or to be issued is based upon or related in any way to the market price of the common stock, including, but not limited to, common stock issued in connection with a Section 3(a)(9) exchange, a Section 3(a)(10) settlement, or any other similar settlement or exchange.

3.7 Governing Law, Legal Proceedings, and Arbitration. THIS AGREEMENT WILL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEVADA, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. THE PARTIES HEREBY WARRANT AND REPRESENT THAT THE SELECTION OF NEVADA LAW AS GOVERNING UNDER THIS AGREEMENT (I) HAS A REASONABLE NEXUS TO EACH OF THE PARTIES AND TO THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT; AND (II) DOES NOT OFFEND ANY PUBLIC POLICY OF NEVADA, FLORIDA, OR OF ANY OTHER STATE, FEDERAL, OR OTHER JURISDICTION.

**ANY ACTION BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR ANY OTHER AGREEMENTS BETWEEN THE PARTIES, SHALL BE COMMENCED ONLY IN THE STATE OR FEDERAL COURTS OF GENERAL JURISDICTION LOCATED IN MIAMI-DADE COUNTY, IN THE STATE OF FLORIDA, EXCEPT THAT ALL SUCH DISPUTES BETWEEN THE PARTIES SHALL BE SUBJECT TO ALTERNATIVE DISPUTE RESOLUTION THROUGH BINDING ARBITRATION AT THE INVESTOR'S SOLE DISCRETION AND ELECTION (REGARDLESS OF WHICH PARTY INITIATES THE LEGAL PROCEEDINGS).** The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim within the same proceeding as the claim to which it relates. Any such claim that is not submitted or filed in such proceeding shall be waived and such party will forever be barred from asserting such a claim. Both parties and the individuals signing this Note agree to submit to the jurisdiction of such courts or to such arbitration panel, as the case may be.

If the Investor elects alternative dispute resolution by arbitration, the arbitration proceedings shall be conducted in Miami-Dade County and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Mediation Procedures in effect on the date of this Agreement, except as modified by this Agreement. The Investor's demand for arbitration shall be made in writing, delivered to the other party, and filed with the American Arbitration Association. The American Arbitration Association must receive the demand for arbitration prior to the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations, unless legal or equitable proceedings between the parties have already commenced, and the receipt by the American Arbitration Association of a written demand for arbitration also shall constitute the institution of legal or equitable proceedings for statute of limitations purposes. The parties shall be entitled to limited discovery at the discretion of the arbitrator(s) who may, but are not required to, allow depositions. The parties acknowledge that the arbitrators' subpoena power is not subject to geographic limitations. The arbitrator(s) shall have the right to award individual relief which he or she deems proper under the evidence presented and applicable law and consistent with the parties' rights to, and limitations on, damages and other relief as expressly set forth in this Agreement. The award and decision of the arbitrator(s) shall be conclusive and binding on all parties, and judgment upon the award may be entered in any court of competent jurisdiction. The Investor reserves the right, but shall have no obligation, to advance the Issuer's share of the costs, fees and expenses of any arbitration proceeding, including any arbitrator fees, in order for such arbitration proceeding to take place, and by doing so will not be deemed to have waived or relinquished its right to seek the recovery of those amounts from the arbitrator, who shall provide for such relief in the final award, in addition to the costs, fees, and expenses that are otherwise recoverable. The foregoing agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

3.8 Right to Specific Performance and Injunctive Relief. Nothing herein shall limit the Investor's right to pursue any remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. In this regard, the Issuer hereby agrees that the Investor will be entitled to obtain specific performance and/or injunctive relief with respect to the Issuer's failure to timely deliver shares of common stock as required pursuant to the terms of the Note or the Warrant or the Issuer's obligations regarding the reservation of shares and its transfer agent, including the use, termination, replacement or resignation of the transfer agent and the obligation to deliver an irrevocable instruction and share reservation letter with any subsequent transfer agent. The Issuer agrees that, in such event, all requirements for specific performance and/or preliminary and permanent injunctive relief will be satisfied, including that the Investor would suffer irreparable harm for which there would be no adequate legal remedy. The Issuer further agrees that it will not object to a court or arbitrator granting or ordering specific performance or preliminary and/or permanent injunctive relief in the event the Investor demonstrates that the Issuer has failed to comply with any obligation herein. Such a grant or order may require the Issuer to immediately issue shares to the Investor, and/or require the Issuer to immediately satisfy its obligations

regarding the reservation of shares and its transfer agent, including the use, termination, replacement or resignation of the transfer agent and the obligation to deliver an irrevocable instruction and share reservation letter with any subsequent transfer agent. The Issuer further expressly waives any right to any bond in connection with any temporary or preliminary injunction.

3.9 Due Diligence. Issuer has performed due diligence and background research on Investor and its affiliates including, without limitation, Justin Keener, to its satisfaction, including but not limited to a “Google search” and FINRA Expedited Proceeding No. FPI110005. Issuer, being aware of the information, acknowledges and agrees that such information, or any similar information, has no bearing on the transactions contemplated by these documents and agrees it will not use any such information as a defense to performance of its obligations under these documents or in any attempt to avoid, modify, or reduce such obligations.

3.10 Delivery of Process by Investor to Issuer. In the event of any action or proceeding by the Investor against the Issuer, and only by Investor against the Issuer, service of copies of summons and/or complaint and/or any other process which may be served in any such action or proceeding may be made by Investor via U.S. Mail, overnight delivery service such as FedEx or UPS, email, fax, or process server, or by mailing or otherwise delivering a copy of such process to the Issuer at its last known address or to its last known attorney as set forth in its most recent SEC filing.

3.11 Opinion of Counsel. The Issuer shall provide the Investor with an opinion of counsel prior to the Effective Date of this Agreement that neither this Agreement, nor any other agreement between the parties, nor any of their terms (including, but not limited to, interest, original issue discount, conversion terms, warrants terms, penalties, fees or liquidated damages), individually or collectively violate any usury laws in the State of Nevada. Prior to the closing of this transaction, the Issuer and its management have reviewed such opinion, consulted their counsel on the opinion and on the matter of usury, and have further researched the matter of usury to their satisfaction. Further, the Issuer and its management agree with the opinion of the Issuer’s counsel that neither this Agreement nor any other agreement between the parties is usurious and they agree they will not raise a claim of usury as a defense to the performance of the Issuer’s obligations under this Agreement or any other agreement between the parties. **THE ISSUER HEREBY WARRANTS AND REPRESENTS THAT THE SELECTION OF NEVADA LAW AS GOVERNING UNDER THIS AGREEMENT (I) HAS A REASONABLE NEXUS TO EACH OF THE PARTIES AND TO THE TRANSACTIONS CONTEMPLATED BY THESE AGREEMENTS; AND (II) DO NOT OFFEND ANY PUBLIC POLICY OF NEVADA, FLORIDA, OR OF ANY OTHER STATE, FEDERAL, OR OTHER JURISDICTION.** In the event that any other opinion of counsel is needed for any matter related to this Agreement, the Investor has the right to have any such opinion provided by its counsel. Investor also has the right to have any such opinion provided by Issuer’s counsel.

3.12 Notices. Any notice required or permitted hereunder must be in writing and either be personally served, sent by facsimile or email transmission, or sent by overnight courier. Notices will be deemed effectively delivered at the time of transmission if by facsimile or email, and if by overnight courier the business day after such notice is deposited with the courier service for delivery.

3.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of this Agreement may be effected by email.

3.14 Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof and thereof. The “Transaction Documents” means this Agreement, the Note, the Warrant, the irrevocable instruction and share reservation letter agreements between the Issuer, the Investor, and the Issuer’s transfer agent regarding the Note, the Warrant, and the Origination Shares, and Document RW-12202016-ED between the Issuer and the Investor.

3.15 Expenses. The Issuer and the Investor shall each pay all of their own costs and expenses incurred with respect to the negotiation, execution, delivery and performance of this Agreement. In the event any attorney is employed by either party to this Agreement with respect to legal or equitable action, arbitration or other proceeding

brought by such party for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party in such proceeding will be entitled to recover from the other party reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which the prevailing party may be entitled.

3.16 No Public Announcement. Except as required by securities law, no public announcement may be made regarding this Agreement, the Note, the Warrant, or the Purchase Price without written permission by both the Issuer and the Investor.

3.17 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 20th day of December, 2016.

**ISSUER:**

DUOS TECHNOLOGIES GROUP, INC.

By: \_\_\_\_\_

Gianni B. Arcaini  
Chief Executive Officer

**INVESTOR:**

\_\_\_\_\_  
JMJ Financial / Its Principal

I, Gianni B. Arcaini, personally guarantee that, as set forth in Section 3.2 above, in the event of a change in the Issuer's transfer agent, the Issuer will provide the Investor, within five business days following the termination, resignation or replacement of the Issuer's transfer agent or any subsequent transfer agent, irrevocable instruction and share reservation letters, executed by the Issuer and the new transfer agent, providing rights to the Investor identical to the rights provided to the Investor in the irrevocable instruction and share reservation letters between the Issuer, the Investor, and Pacific Stock Transfer Co. This personal guarantee is limited to and applies only to the terms of this paragraph.

\_\_\_\_\_  
Gianni B. Arcaini

San Diego, CA  
Miami, FL



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**Duos Technologies Group, Inc.**  
**DUOT**  
TERM SUMMARY  
PROMISSORY NOTE

<u>Maturity:</u>	Due the earlier of 5/15/2017 or within three days of close of the offering
<u>Financing:</u>	\$1,500,000 net wire amount; an additional \$875,000 upon mutual consent.  >\$575,000 at closing >\$150,000 upon filing the S-1 and filing the 14A-PRE for the R/S of up to at least 500:1 >\$100,000 upon filing the 14A-DEF >\$250,000 upon filing of the 8-K disclosing approval of the R/S by shareholders >\$75,000 upon filing of the S-1/A >\$250,000 upon effective R/S >\$100,000 upon pre-approval by Nasdaq or NYSE
<u>Use of Proceeds:</u>	Bridge Loan to the uplisting
<u>Interest:</u>	None
<u>Origination Fee:</u>	5%
<u>Conversion Feature:</u>	Convertible upon default on payment
<u>Warrants:</u>	100% coverage
<u>Origination Shares:</u>	30% of Principal Sum in shares of restricted stock
<u>Collateral/Security:</u>	No collateral or security is required
<u>No Shorting:</u>	Guarantee no shorting, as per the No Shorting clause in the agreement

***\*\*\*This Term Summary is not part of the Promissory Note Agreement and is not a contractually binding agreement.***

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## PROMISSORY NOTE

FOR VALUE RECEIVED, **Duos Technologies Group, Inc.**, a Florida corporation (the “Issuer” of this Security) with at least 66,000,000 common shares issued and outstanding, issues this Security and promises to pay to JMJ Financial, a Nevada sole proprietorship, or its Assignees (the “Investor”) the Principal Sum along with the Interest Rate and any other fees according to the terms herein. This Note will become effective only upon execution by both parties and delivery of the first payment of Consideration by the Investor (the “Effective Date”). Any term not otherwise defined herein shall have the meaning given such term in the Securities Purchase Agreement SPA-12202016, dated December 20, 2016, between the Issuer and the Investor (the “Securities Purchase Agreement”).

The Principal Sum is up to \$2,500,000 (two million five hundred thousand) plus accrued and unpaid interest and any other fees. The Consideration is up to \$2,375,000 (two million three hundred seventy five thousand) payable by wire (there exists a \$125,000 original issue discount (the “OID”). The Investor shall pay \$1,500,000 of Consideration in accordance with the attached Funding Schedule in its sole election. The Investor may pay up to an additional \$875,000 of Consideration to the Issuer in such amounts and at such dates as the Investor may choose, however, the Issuer has the right to reject any of those payments within 24 hours of receipt of rejected payments.

**THE PRINCIPAL SUM DUE TO THE INVESTOR SHALL BE BASED ON THE CONSIDERATION ACTUALLY PAID BY INVESTOR (PLUS AN APPROXIMATE 5% ORIGINAL ISSUE DISCOUNT THAT IS BASED ON THE CONSIDERATION ACTUALLY PAID BY THE INVESTOR AS WELL AS ANY OTHER INTEREST OR FEES) SUCH THAT THE ISSUER IS ONLY REQUIRED TO REPAY THE AMOUNT FUNDED AND THE ISSUER IS NOT REQUIRED TO REPAY ANY UNFUNDED PORTION OF THIS NOTE.** The Maturity Date is the earlier of May 15, 2017 or the third business day after the closing of the Public Offering. The Principal Sum of this Note, as well as any unpaid interest and other fees, shall be due and payable on the Maturity Date. The Investor may extend any Maturity Date in its sole discretion in increments of up to sixty days at any time before or after any Maturity Date. The Maturity Date shall automatically be deemed extended unless the Investor provides notice to the Issuer that it is not or has not extended the Maturity Date, which notice the Investor may provide at any time before or after the Maturity Date.

1. Repayment. The Issuer may repay this Note at any time on or before its Maturity Date. In the event the Investor submits a conversion as permitted by this Note, the Issuer may not repay the amount converted.

2. Conversion upon Default on Repayment. In the event the Issuer fails to repay the balance due under this Note on its Maturity Date, the Investor has the right, at any time, at its election, to convert all or part of the outstanding and unpaid Principal Sum and accrued interest (and any other fees) into shares of fully paid and non-assessable shares of common stock of the Issuer as per this conversion formula: Number of shares receivable upon conversion equals the dollar conversion amount divided by the Conversion Price. The Conversion Price is the lesser of \$0.15 (subject to adjustment for stock splits) or 60% of the lowest trade price in the 25 trading days previous to the conversion (In the case that conversion shares are not deliverable by DWAC an additional 10% discount will apply; and if the shares are ineligible for deposit into the DTC system and only eligible for Xclearing deposit an additional 5% discount shall apply; in the case of both an additional cumulative 15% discount shall apply). Unless otherwise agreed in writing by both parties, at no time will the Investor convert any amount of the Note into common stock that would result in the Investor owning more than 9.99% of the common stock outstanding. Conversion notices may be delivered to the Issuer’s transfer agent or to the Issuer by method of the Investor’s choice (including but not limited to email, facsimile, mail, overnight courier, or personal delivery), and all conversions shall be cashless and not require further payment from the Investor. If no objection is delivered from the Issuer to the Investor regarding any variable or calculation of the conversion notice within 24 hours of delivery of the conversion notice to the Issuer’s transfer agent or to the Issuer, the Issuer shall have been thereafter deemed to have irrevocably confirmed and irrevocably ratified such notice of conversion and waived any objection thereto. The Issuer or its transfer agent shall deliver the shares from any conversion to the Investor (in any name directed by the Investor) within 3 (three) business days of conversion notice delivery. The Investor, at any time prior to selling all of the shares from a conversion, may, for any reason, rescind any portion, in whole or in part, of that particular conversion attributable to the unsold shares and have the rescinded conversion amount returned to the Principal Sum with the rescinded conversion shares returned to the Issuer (under the Investor’s and the Issuer’s expectations that any returned conversion amounts will tack back to the original date of the Note).

3. Conversion Upon Issuance of a Variable Security. In the event the Issuer fails to repay the balance due under this Note on its Maturity Date, if the Issuer issues a Variable Security at any time this Note is outstanding, then in such event the Investor shall have the right to convert all or any portion of the outstanding balance of this Note into shares of the Issuer’s common stock on the same terms as granted in any applicable Variable Security issued by the Issuer (including, for the avoidance of doubt, conversion price, conversion discount, conversion lookback period, method and timing of conversion share delivery, etc.). In addition, this Note shall automatically be deemed to have been amended to include any applicable conversion rights granted pursuant to any such Variable Security that is issued by the Issuer. A Variable Security is any security issued by the Issuer that (i) has or may have conversion rights of any kind, contingent, conditional or otherwise in which the number of shares that may be issued pursuant to such conversion right varies with the market price of the common stock; (ii) is or may become convertible into common stock (including without limitation convertible debt, warrants or convertible preferred stock), with a conversion price that varies with the market price of the common stock, even if such security only becomes convertible following an event of default, the passage of time, or another trigger event or



condition; or (iii) was issued or may be issued in the future in exchange for or in connection with any contract or instrument, whether convertible or not, where the number of shares of common stock issued or to be issued is based upon or related in any way to the market price of the common stock, including, but not limited to, common stock issued in connection with a Section 3(a)(9) exchange, a Section 3(a)(10) settlement, or any other similar settlement or exchange.

4. Reservation of Shares. At all times during which this Note is outstanding, the Issuer will reserve for the Investor from its authorized and unissued Common Stock a number of shares of not less than five times the number of shares necessary to provide for the issuance of Common Stock upon the full conversion of this Note. The Issuer initially shall reserve 100,000,000 shares of Common Stock for the Investor. The Issuer represents that Pacific Stock Transfer Co. serves as the Issuer's transfer agent as of the Effective Date of this Note.

The Issuer acknowledges that Pacific Stock Transfer Co. is a party to an irrevocable instruction and share reservation letter agreement between the Issuer, the transfer agent and the Investor regarding this Note. The Issuer agrees that the Issuer's use of Pacific Stock Transfer Co. as its transfer agent is material to the Investor, that the Issuer may not terminate without the Investors written consent, or replace Pacific Stock Transfer Co. as the Issuer's transfer agent without obtaining the Investor's written consent thirty days in advance of such termination or replacement, and that the Issuer must provide the Investor, within five business days following the termination, resignation or replacement of Pacific Stock Transfer Co. or any subsequent transfer agent an irrevocable instruction and share reservation letter, executed by the Issuer and the new transfer agent, providing rights to the Investor identical to the rights provided to the Investor in the irrevocable instruction and share reservation letter between the Issuer, the Investor, and Pacific Stock Transfer Co. The Issuer further agrees that every provision in the irrevocable instruction and share reservation letter agreement are also material to the Investor such that the Investor would not otherwise enter into this Note.

5. Terms of Future Financings. Until such time as the closing of the Public Offering (as defined in the Securities Purchase Agreement), so long as this Note is outstanding, upon any issuance by the Issuer of any security with any term more favorable to the holder of such security or with a term in favor of the holder of such security that was not similarly provided to the Investor in this Note, such term, at the Investor's option, shall become a part of the transaction documents with the Investor. The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion rights, conversion discounts, conversion lookback periods, interest rates, original issue discounts, and warrant coverage.

In addition, until such time as the closing of the Public Offering, with the exception of Excepted Issuances (as defined below), if the Issuer shall issue or sell Common Stock, or grant any option to purchase, or sell or grant any right to repurchase, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Common Stock (including pursuant to the terms of any outstanding securities issued prior to the issuance of this security (including, but not limited to, warrants, convertible notes, or other agreements)) or any security entitling the holder thereof (including pursuant to sales, grants, conversions, warrant exercises or other issuances to the Investor as a result of these Transaction Documents (as defined below), prior transaction documents, or future transaction documents) to acquire Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive Common Stock (a "Common Stock Equivalent") at an effective price per share less than the Conversion Price, then simultaneously with the consummation of each dilutive issuance the Conversion Price for the Investor shall be reduced (and only reduced) and consequently the number of Shares issuable to the Investor shall be increased (and only increased). Such adjustment shall be made to the Conversion Price whenever such Common Stock or Common Stock Equivalents are issued.

The Issuer shall notify the Investor of such additional or more favorable term, including the applicable issuance price, or applicable reset price, exchange price, conversion price, exercise price and other pricing terms, and, at any time while this Note is outstanding, the Investor may request of the Issuer and/or its transfer agent (and they will provide) a schedule of all issuances since the Effective Date of this Note of shares of common stock or of securities entitling the holder thereof to acquire shares of common stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, shares of common stock of the Issuer. Excepted Issuance means Company's issuance of Common Stock in full or partial consideration in connection with a strategic merger, acquisition, consolidation or purchase of substantially all of the securities or assets of a corporation or other entity, so long as such issuances are not for the purpose of raising capital and which holders of such securities or debt are not at any time granted registration rights.

6. Default. Each of the following are an event of default under this Note: (i) the Issuer shall fail to pay any principal under the Note when due and payable (or payable by conversion) thereunder; or (ii) the Issuer shall fail to pay any interest or any other amount under the Note when due and payable (or payable by conversion) thereunder; or (iii) the Issuer shall breach or fail to honor any other term of this Note, any term under any other document related to this Note, or any other written agreement between the Issuer and the Investor (collectively, the "Transaction Documents"), including, without limitation, the Issuer's obligation to reserve at all times a sufficient number of shares to provide for the issuance of common stock upon the full conversion of this Note pursuant to Section 4 of this Note; or (iv) the Issuer fails to keep available a sufficient number of authorized, unissued and unreserved shares of common stock (other than shares of common stock reserved for the Investor) to permit the Investor to increase its share reserve to such number of shares as equals not less than five times the outstanding Note balance divided by the closing price of the Issuer's common stock; or (v) the Issuer's failure to increase the number of authorized shares of common stock of the Issuer within sixty days of having a number of authorized, unissued, and unreserved shares of common stock (excluding shares of common stock reserved for the Investor) of less than five times the number of shares necessary to provide for the issuance of common stock upon full conversion of this Note; or (vi) the Issuer terminates or replaces the entity or person serving as the transfer agent for the Issuer without obtaining the previous written

consent of the Investor thirty days in advance of such termination or replacement; or (vii) the Issuer's failure to appoint a new transfer agent approved by the Investor (such approval not to be unreasonably withheld) and to provide the Investor, within five business days following termination, resignation or replacement of the current transfer agent, an irrevocable instruction and share reservation letter, executed by the Issuer and the new transfer agent, providing rights to the Investor identical to the rights provided to the Investor in the irrevocable instruction and share reservation letter between the Issuer, the Investor, and the terminated, resigned or replaced transfer agent; or (viii) the Issuer generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any; or (ix) the Issuer shall make a general assignment for the benefit of creditors; or (x) the Issuer shall file a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); or (xi) an involuntary proceeding shall be commenced or filed against the Issuer; or (xii) the Issuer's common stock has an offering price of \$0.0001 on its principal trading market at any time; or (xiii) the Issuer's market capitalization (the number of shares of common stock issued and outstanding multiplied by the price per share of common stock) is less than \$200,000 at any time or decreases to less than 50% of the market capitalization on the Effective Date of any payment of Consideration; or (xiv) the price per share of the Issuer's common stock decreases to less than 50% of the price per share on the Effective Date of any payment of Consideration; or (xv) the Issuer shall lose its status as "DTC Eligible" or the Issuer's shareholders shall lose the ability to deposit (either electronically or by physical certificates, or otherwise) shares into the DTC System; or (xvi) the Issuer shall become delinquent in its filing requirements as a fully-reporting issuer registered with the SEC; or (xvii) the Issuer shall fail to meet all requirements to satisfy the availability of Rule 144 to the Investor or its assigns including but not limited to timely fulfillment of its filing requirements as a fully-reporting issuer registered with the SEC, requirements for XBRL filings, and requirements for disclosure of financial statements on its website; or (xviii) the Issuer fails to file with the SEC by January 21, 2017 the Preliminary Schedule 14A Proxy Statement calling for a meeting of the Issuer's shareholders to approve the Reverse Split; or (xix) the Issuer fails to file with the SEC by February 5, 2017 the Definitive Schedule 14A Proxy Statement calling for a meeting of the Issuer's shareholders to approve the Reverse Split; or (xx) the Issuer fails to hold the meeting of shareholders by March 5, 2017; or (xxi) the Issuer's shareholders fail to approve the Reverse Split by March 15, 2017; or (xxii) the Issuer fails to file the Registration Statement with the SEC by January 21, 2017; or (xxiii) the Issuer fails to file with the SEC by March 22, 2017 Amendment No. 1 to the Registration Statement; or (xxiv) the reverse split of the Issuer's common stock fails to become effective by March 22, 2017; or (xxv) the Issuer fails to file a listing application with The Nasdaq Capital Market and / or NYSE-MKT by February 15, 2017; or (xxvi) the Issuer fails to obtain from Nasdaq or NYSE by March 22, 2017 conditional approval of the listing of the Issuer's common stock on The Nasdaq Capital Market or NYSE-MKT subject only to completion of the Public Offering pursuant to the Registration Statement and to the Issuer's common stock maintaining the minimum price requirements prior to uplisting; or (xxvii) Joseph Gunnar & Co., LLC or the Issuer terminates the engagement letter in which the Issuer engaged Joseph Gunnar & Co., LLC to conduct the public offering of the Issuer's securities pursuant to the Registration Statement; or (xxviii) Joseph Gunnar & Co., LLC or the Issuer suspends pursuit of the public offering of the Issuer's securities pursuant to the Registration Statement.

7. **Remedies.** For each conversion, in the event that shares are not delivered by the fourth business day (inclusive of the day of conversion), a fee of \$2,000 per day will be assessed for each day after the third business day (inclusive of the day of the conversion) until share delivery is made; and such fee will be added to the Principal Sum of the Note (under the Investor's and the Issuer's expectations that any penalty amounts will tack back to the original date of the Note). Upon each occurrence of any other event of default, the Investor may assess and apply a fee against the Issuer of not less than \$75,000 at any time any balance remains outstanding on this Note, regardless of whether such event of default has been cured or remedied and regardless of whether the Investor delivered a notice of default at the time of the event of default or at the time the Investor discovered the event of default. The parties agree that the fee shall be applied to the balance of the Note and shall tack back to the Effective Date of the Note for purposes of Rule 144. The parties acknowledge and agree that upon an event of default, Investor's damages would be uncertain and difficult (if not impossible) to accurately estimate because of the parties' inability to predict future interest rates and future share prices, Investor's increased risk, and the uncertainty of the availability of a suitable substitute investment opportunity for Investor, among other reasons. Accordingly, any fees, charges, and default interest due under this Note or any other Transaction Document between the parties are intended by the parties to be, and shall be deemed, liquidated damages. The parties agree that such liquidated damages are a reasonable estimate of Investor's actual damages and not a penalty, and shall not be deemed in any way to limit any other right or remedy Investor may have hereunder, at law or in equity. The parties acknowledge and agree that under the circumstances existing at the time this Note is entered into, such liquidated damages are fair and reasonable and are not penalties. All fees, charges, and default interest provided for in this Note and the Transaction Documents are agreed to by the parties to be based upon the obligations and the risks assumed by the parties as of the Effective Date and are consistent with investments of this type. The liquidated damages provisions shall not limit or preclude a party from pursuing any other remedy available at law or in equity; provided, however, that the liquidated damages are intended to be in lieu of actual damages.

8. **Acceleration.** In the event of any default, the outstanding principal amount of this Note, plus accrued but unpaid interest, liquidated damages, fees and other amounts owing in respect thereof through the date of acceleration (the "Note Balance"), shall become, at the Investor's election, immediately due and payable in cash at the Mandatory Default Amount. The Mandatory Default Amount means the Investor's choice of (this choice may be made at any time without presentment, demand, or notice of any kind): (i) the Note Balance divided by the Conversion Price on the date of the default multiplied by the closing price on the date of the default; or (ii) the Note Balance divided by the Conversion Price on the date the Mandatory Default Amount is either (a) demanded or (b) paid in full, whichever has a lower Conversion Price, multiplied by the closing price on the date the Mandatory Default Amount is either (a) demanded or (b) paid in full, whichever has a higher closing price; or (iii) 150% of the Note Balance. In connection with such

acceleration described herein, the Investor need not provide, and the Issuer hereby waives, any presentment, demand, protest or other notice of any kind, and the Investor may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by the Investor at any time prior to payment hereunder and the Investor shall have all rights as a holder of the note until such time, if any, as the Investor receives full payment pursuant to this Section 8. No such rescission or annulment shall affect any subsequent event of default or impair any right consequent thereon.

9. Right to Specific Performance and Injunctive Relief. Nothing herein shall limit the Investor's right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. In this regard, the Issuer hereby agrees that the Investor will be entitled to obtain specific performance and/or injunctive relief with respect to the Issuer's failure to timely deliver shares of Common Stock upon conversion of the Note as required pursuant to the terms hereof or the Issuer's obligations regarding the reservation of shares and its transfer agent, including the use, termination, replacement or resignation of the transfer agent and the obligation to deliver an irrevocable instruction and share reservation letter with any subsequent transfer agent. The Issuer agrees that, in such event, all requirements for specific performance and/or preliminary and permanent injunctive relief will be satisfied, including that the Investor would suffer irreparable harm for which there would be no adequate legal remedy. The Issuer further agrees that it will not object to a court or arbitrator granting or ordering specific performance or preliminary and/or permanent injunctive relief in the event the Investor demonstrates that the Issuer has failed to comply with any obligation herein. Such a grant or order may require the Issuer to immediately issue shares to the Investor pursuant to a Conversion Notice and/or require the Issuer to immediately satisfy its obligations regarding the reservation of shares and its transfer agent, including the use, termination, replacement or resignation of the Issuer's transfer agent and the obligation to deliver an irrevocable instruction and share reservation letter with any subsequent transfer agent. The Issuer further expressly waives any right to any bond in connection with any temporary or preliminary injunction.

10. No Shorting. The Investor agrees that so long as this Note from the Issuer to the Investor remains outstanding, the Investor will not enter into or effect "short sales" of the Common Stock or hedging transaction which establishes a net short position with respect to the Common Stock of the Issuer. The Issuer acknowledges and agrees that upon delivery of a conversion notice by the Investor, the Investor immediately owns the shares of Common Stock described in the conversion notice and any sale of those shares issuable under such conversion notice would not be considered short sales.

11. Assignability. The Issuer may not assign this Note. This Note will be binding upon the Issuer and its successors and will inure to the benefit of the Investor and its successors and assigns and may be assigned by the Investor to anyone without the Issuer's approval.

12. Governing Law, Legal Proceedings, and Arbitration. THIS NOTE WILL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEVADA (INCLUDING ANY RIGHTS TO SPECIFIC RELIEF PROVIDED FOR UNDER NEVADA STATUTES), WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. THE PARTIES HEREBY WARRANT AND REPRESENT THAT THE SELECTION OF NEVADA LAW AS GOVERNING UNDER THIS NOTE (I) HAS A REASONABLE NEXUS TO EACH OF THE PARTIES AND TO THE TRANSACTIONS CONTEMPLATED BY THE NOTE; AND (II) DOES NOT OFFEND ANY PUBLIC POLICY OF NEVADA, FLORIDA, OR OF ANY OTHER STATE, FEDERAL, OR OTHER JURISDICTION.

**ANY ACTION BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR RELATED TO THIS NOTE, OR ANY OTHER AGREEMENTS BETWEEN THE PARTIES, SHALL BE COMMENCED ONLY IN THE STATE OR FEDERAL COURTS OF GENERAL JURISDICTION LOCATED IN MIAMI-DADE COUNTY, IN THE STATE OF FLORIDA, EXCEPT THAT ALL SUCH DISPUTES BETWEEN THE PARTIES SHALL BE SUBJECT TO ALTERNATIVE DISPUTE RESOLUTION THROUGH BINDING ARBITRATION AT THE INVESTOR'S SOLE DISCRETION AND ELECTION (REGARDLESS OF WHICH PARTY INITIATES THE LEGAL PROCEEDINGS).** The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim within the same proceeding as the claim to which it relates. Any such claim that is not submitted or filed in such proceeding shall be waived and such party will forever be barred from asserting such a claim. Both parties and the individuals signing this Note agree to submit to the jurisdiction of such courts or to such arbitration panel, as the case may be.

If the Investor elects alternative dispute resolution by arbitration, the arbitration proceedings shall be conducted in Miami-Dade County and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Mediation Procedures in effect on the Effective Date of this Note, except as modified by this agreement. The Investor's election to arbitrate shall be made in writing, delivered to the other party, and filed with the American Arbitration Association. The American Arbitration Association must receive the demand for arbitration prior to the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations, unless legal or equitable proceedings between the parties have already commenced, and the receipt by the American Arbitration Association of a written demand for arbitration also shall constitute the institution of legal or equitable proceedings for statute of limitations purposes. The parties shall be entitled to limited discovery at the discretion of the arbitrator(s) who may, but are not required to, allow depositions. The parties acknowledge that the arbitrators' subpoena power is not subject to geographic limitations. The arbitrator(s) shall have the right to award individual relief which he or she deems proper under the evidence presented and applicable law and consistent with the parties' rights to, and limitations on, damages and other relief as expressly set forth in this Note. The award and decision of the arbitrator(s) shall be conclusive and binding on all parties, and judgment upon the award may be entered in any court of competent jurisdiction. The Investor reserves the

right, but shall have no obligation, to advance the Issuer's share of the costs, fees and expenses of any arbitration proceeding, including any arbitrator fees, in order for such arbitration proceeding to take place, and by doing so will not be deemed to have waived or relinquished its right to seek the recovery of those amounts from the arbitrator, who shall provide for such relief in the final award, in addition to the costs, fees, and expenses that are otherwise recoverable. The foregoing agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

13. Delivery of Process by the Investor to the Issuer. In the event of any action or proceeding by the Investor against the Issuer, and only by the Investor against the Issuer, service of copies of summons and/or complaint and/or any other process which may be served in any such action or proceeding may be made by the Investor via U.S. Mail, overnight delivery service such as FedEx or UPS, email, fax, or process server, or by mailing or otherwise delivering a copy of such process to the Issuer at its last known attorney as set forth in its most recent SEC filing.

14. Attorney Fees. If any attorney is employed by either party with regard to any legal or equitable action, arbitration or other proceeding brought by such party for enforcement of this Note or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Note, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and other reasonable costs and expenses incurred, in addition to any other relief to which the prevailing party may be entitled.

15. Opinion of Counsel. The Issuer shall provide the Investor with an opinion of counsel prior to the Effective Date of the Note that neither this Note, nor any other agreement between the parties, nor any of their terms (including, but not limited to, interest, original issue discount, conversion terms, warrants terms, penalties, fees or liquidated damages), individually or collectively violate any usury laws in the State of Nevada. Prior to the Effective Date of the Note, the Issuer and its management have reviewed such opinion, consulted their counsel on the opinion and on the matter of usury, and have further researched the matter of usury to their satisfaction. Further, the Issuer and its management agree with the opinion of the Issuer's counsel that neither this Note nor any other agreement between the parties is usurious and they agree they will not raise a claim of usury as a defense to the performance of the Issuer's obligations under this Note or any other agreement between the parties. THE ISSUER HEREBY WARRANTS AND REPRESENTS THAT THE SELECTION OF NEVADA LAW AS GOVERNING UNDER THIS AGREEMENT (I) HAS A REASONABLE NEXUS TO EACH OF THE PARTIES AND TO THE TRANSACTIONS CONTEMPLATED BY THESE AGREEMENTS; AND (II) DO NOT OFFEND ANY PUBLIC POLICY OF NEVADA, FLORIDA, OR OF ANY OTHER STATE, FEDERAL, OR OTHER JURISDICTION. In the event that any other opinion of counsel is needed for any matter related to this Note, the Investor has the right to have any such opinion provided by its counsel. Investor also has the right to have any such opinion provided by Issuer's counsel.

16. Notices. Any notice required or permitted hereunder (including Conversion Notices and demands for arbitration) must be in writing and either personally served, sent by facsimile or email transmission, or sent by overnight courier. Notices will be deemed effectively delivered at the time of transmission if by facsimile or email, and if by overnight courier the business day after such notice is deposited with the courier service for delivery.

17. Funding Schedule. See terms of the attached Funding Schedule.

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Issuer:

\_\_\_\_\_  
Gianni B. Arcaini  
Duos Technologies Group, Inc.  
Chief Executive Officer

Date: \_\_\_\_\_

Investor:

\_\_\_\_\_  
JMJ Financial  
Its Principal

Date: \_\_\_\_\_

*[Promissory Note Signature Page]*

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## FUNDING SCHEDULE

- \$575,000 paid to Issuer as the Purchase Price at closing under the Securities Purchase Agreement.
- \$150,000 paid to Issuer within 5 business days after the Issuer completes both of the following items: (i) The Issuer files with the SEC the Registration Statement; and (ii) The Issuer files with the SEC the Preliminary Schedule 14A Proxy Statement calling for a meeting of the Issuer's shareholders to approve, among other things, the Reverse Split; provided that both items are completed by January 21, 2017.
- \$100,000 paid to Issuer within 5 business days after the Issuer files with the SEC the Definitive Schedule 14A Proxy Statement calling for a meeting of the Issuer's shareholders to approve, among other things, the Reverse Split; provided that the filing is completed by February 5, 2017.
- \$250,000 paid to Issuer within 5 business days after the Issuer files with the SEC a Form 8-K reporting that the Issuer's shareholders have approved the Reverse Split, provided that the Issuer files the Form 8-K by March 22, 2017.
- \$75,000 paid to Issuer within 5 business days after the Issuer files Amendment No. 1 to the Registration Statement, provided that the Issuer files Amendment No. 1 to the Registration Statement by March 22, 2017.
- \$250,000 paid to Issuer within 5 business days after the Reverse Split becomes effective, provided that the Reverse Split becomes effective by March 22, 2017.
- \$100,000 paid to Issuer within 5 business days after Nasdaq (or NYSE) has conditionally approved the listing of the Issuer's common stock on The Nasdaq Capital Market (or NYSE-MKT) subject only to completion of the Public Offering pursuant to the Registration Statement and the Issuer's common stock maintaining the minimum price requirements prior to uplisting, provided that such conditional approval is received by March 22, 2017.
- The Investor may pay additional Consideration to the Issuer after the first \$1,500,000 in such amounts and at such dates as the Investor may choose, however, the Issuer has the right to reject any of those payments in excess of \$1,500,000 within 24 hours of its receipt of rejected payments. The Issuer may not reject any of the first \$1,500,000 of payments of Consideration from the Investor.

### Conditions to Funding Each Payment

The funding of each payment is subject to both the above and the following conditions, such that if the Issuer does not meet the conditions set forth above and below, Investor may elect not to make payment (regardless of whether the failure to meet the conditions is cured or remedied). However, Investor may elect to make any payment at any time even if the Issuer is not eligible for payment according to these conditions. In the event that the Investor elects not to make any payment as set forth above, Issuer's principal amount will be limited to the amounts paid in, plus any applicable original issue discount, interest, penalties/liquidated damages, or fees.

- At the time of each payment interval, the Issuer's common stock must not have traded at a price per share of less than \$0.03 at any time within the previous thirty trading days for any payment interval prior to the reverse split becoming effective and must not have traded at a price per share of less than \$5.00 (on a split adjusted basis) at any time within the previous thirty trading days for any payment interval after the reverse split becomes effective.
  - At the time of each payment interval, the Issuer's common stock must be eligible for deposit in the DTC system.
  - At the time of each payment interval, the Issuer must be current in its filings as a fully-reporting issuer registered with the SEC. The Issuer would not be deemed current in its filings if it were to file a Notification of Late Filing that would otherwise extend the Issuer's deadline for filing a report with the SEC.
  - Neither Joseph Gunnar & Co., LLC nor the Issuer has terminated the engagement letter in which the Issuer engaged Joseph Gunnar & Co., LLC to conduct the public offering of the Issuer's securities pursuant to the Registration Statement.
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- Neither Joseph Gunnar & Co., LLC nor the Issuer has suspended pursuit of or otherwise delayed or postponed the public offering of the Issuer's securities pursuant to the Registration Statement.
- It must be apparent that the Public Offering of the Issuer's securities pursuant to the Registration Statement is on track to close prior to May 15, 2017.
- No event of default has occurred under this Note, regardless of whether such event of default has been cured or remedied and regardless of whether the Investor delivered a notice of default at the time of the event of default or at the time the Investor discovered the event of default.
- There will be no payments after February 15, 2017 if the Issuer has not filed a listing application with The Nasdaq Capital Market and / or NYSE-MKT.
- There will be no payments after March 15, 2017 if the Issuer has not obtained the approval of the Issuer's shareholders to conduct the Reverse Split.
- There will be no payments after the first three payments listed above unless the Greentree Financial litigation is settled and paid.