UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): January 30, 2018

DROPCAR, INC.

(Exact name of Registrant as specified in its charter)

Delaware **(State or other jurisdiction** **of incorporation)**	**001-34643** **(Commission** **File No.)**	**98-0204758** **(IRS Employer** **Identification No.)**

DropCar, Inc.
1412 Broadway, Suite 2105
New York, New York 10018
(Address of principal executive offices and zip code)

Registrant’s telephone number, including area code: (646) 342-1595

WPCS International Incorporated
521 Railroad Avenue
Suisun City, California 94585

(Former name or former address, if changed since last report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

Item 2.01. Completion of Acquisition or Disposition of Assets.

On January 30, 2018, DropCar, Inc., formerly known as WPCS International Incorporated (the "Company"), completed its business combination with DropCar, Inc. ("Private DropCar") in accordance with the terms of the Agreement and Plan of Merger and Reorganization, dated as of September 6, 2017, as subsequently amended, by and among the Company, DC Acquisition Corporation ("Merger Sub"), and Private DropCar (as amended, the "Merger Agreement"), pursuant to which Merger Sub merged with and into Private DropCar, with Private DropCar surviving as a wholly owned subsidiary of the Company (the "Merger"). On January 30, 2018, in connection with, and prior to the completion of, the Merger, the Company effected a 1:4 reverse stock split of its common stock (the "Reverse Stock Split"), and on January 30, 2018, immediately after completion of the Merger, the Company changed its name to "DropCar, Inc." Following the completion of the Merger, the Company will operate with multiple lines of businesses, one of which operates in the emerging automotive support services market.

Under the terms of the Merger Agreement, the Company issued shares of its common stock to Private DropCar's stockholders, at an exchange ratio of 0.3273 shares of the Company's common stock, after taking into account the Reverse Stock Split, for each share of (i) Private DropCar common stock and preferred stock and (ii) Private DropCar warrants, in each case, outstanding immediately prior to the Merger. The exchange ratio was determined through arms'-length negotiations between the Company and Private DropCar.

Immediately after the Merger, there were 7,811,888 shares of the Company's common stock outstanding. Immediately after the Merger, the former securityholders of Private DropCar, together with Private DropCar advisors in connection with the Merger, Alpha Capital Anstalt and Palladium Capital Advisors, owned approximately 77.1% of the outstanding common stock of the Company, with the Company's stockholders immediately prior to the Merger owning approximately 22.9% of the outstanding common stock of the Company. Approximately 50% of the Company's common stock outstanding immediately after the Merger is held by stockholders party to lock-up agreements or "dribble-out" agreements, pursuant to which such stockholders have agreed, except in limited circumstances, not to sell or transfer, or engage in swap or similar transactions with respect to, certain shares of the Company's common stock, including, as applicable, shares received in the Merger and issuable upon exercise of certain warrants and options. The lock-up period varies from three months to one year.

The shares of the Company's common stock issued to the former stockholders of Private DropCar were registered with the U.S. Securities and Exchange Commission (the "SEC") on a Registration Statement on Form S-4 (Reg. No. 333-220891) (the "Registration Statement").

The Company's shares of common stock listed on The Nasdaq Capital Market, previously trading through the close of business on January 30, 2018 under the ticker symbol "WPCS," commenced trading on The Nasdaq Capital Market, on a post-Reverse Stock Split adjusted basis, under the ticker symbol "DCAR" on January 31, 2018. The Company's common stock has a new CUSIP number, 26210U 104.

The foregoing description of the Merger Agreement contained herein does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, which is attached hereto as Exhibit 2.1 and incorporated herein by reference.

Item 3.03. Material Modifications to Rights of Security Holders.

As previously disclosed, at the special meeting of the Company's stockholders held on January 30, 2018, the Company's stockholders approved a certificate of amendment to the certificate of incorporation, as amended, of the Company (the "Company Charter") to effect the Reverse Stock Split and approved a certificate of amendment to the Company Charter to change the Company's name from "WPCS International Incorporated" to "DropCar, Inc."

On January 30, 2018, in connection with the Merger, the Company filed the certificate of amendment to the Company Charter with the Secretary of State of the State of Delaware to effect the Reverse Stock Split. As a result of the Reverse Stock Split, the number of issued and outstanding shares of the Company's common stock immediately prior to the Reverse Stock Split was reduced into a smaller number of shares, such that every four shares of the Company's common stock held by a stockholder immediately prior to the Reverse Stock Split were combined and reclassified into one share of the Company's common stock after the Reverse Stock Split. Immediately following the Reverse Stock Split and the Merger, there were 7,811,888 shares of the Company's common stock outstanding.

No fractional shares were issued in connection with the Reverse Stock Split. In accordance with the certificate of amendment to the Company Charter, any fractional shares resulting from the Reverse Stock Split were rounded down to the nearest whole number and each stockholder who would otherwise be entitled to a fraction of a share of common stock upon the consummation of the Reverse Stock Split (after aggregating all fractions of a share to which such stockholder would otherwise be entitled) shall, in lieu thereof, be entitled to receive a cash payment in an amount equal to the fraction to which the stockholder would otherwise be entitled multiplied by the opening price of the Company's common stock on The Nasdaq Capital Market on January 31, 2018.

On January 30, 2018, in connection with, and immediately following, the Merger, the Company filed a certificate of amendment to the Company Charter with the Secretary of State of the State of Delaware to change the Company's name from "WPCS International Incorporated" to "DropCar, Inc."

The foregoing description of the certificates of amendment to the Company Charter are not complete and are subject to and qualified in their entirety by reference to each such certificate of amendment to the Company Charter, copies of which are attached hereto as Exhibit 3.1 and Exhibit 3.2, respectively, and are incorporated herein by reference.

Item 4.01 Change in Registrant's Certifying Accountant.

(a)

On January 30, 2018, the Audit Committee (the "Audit Committee") of the board of directors of the Company approved the dismissal of Marcum LLP ("Marcum") as the Company's independent registered public accounting firm, effective immediately.

The reports of Marcum on the Company's financial statements for each of the two fiscal years ended April 30, 2017 and April 30, 2016 did not contain an adverse opinion or a disclaimer of opinion, nor were they qualified or modified as to uncertainty, audit scope or accounting principles.

In connection with the audits of the Company's financial statements for each of the two fiscal years ended April 30, 2017 and April 30, 2016, and in the subsequent interim period through January 30, 2018, there were no "disagreements" (as that term is defined in Item 304(a)(1)(iv) of Regulation S-K and related instructions) between the Company and Marcum on any matters of accounting principles or practices, financial statement disclosure or auditing scope and procedures which, if not resolved to the satisfaction of Marcum, would have caused Marcum to make reference to the subject matter of the disagreement in their reports.

The Company provided Marcum with a copy of the disclosures it is making in this Current Report on Form 8-K and requested that Marcum furnish the Company with a letter addressed to the SEC stating whether it agrees with the statements contained herein.

A copy of Marcum's letter, dated February 1, 2018 is filed as Exhibit 16.1 to this Current Report on Form 8-K.

(b)

On January 30, 2018, the Audit Committee approved, on behalf of the Company, the engagement of EisnerAmper LLP ("Eisner") as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2017 and December 31, 2018. Prior to the completion of the Merger, Eisner served as the auditor of Private DropCar since April 24, 2017.

During the years ended December 31, 2017 and 2016, and the subsequent interim period through January 30, 2018, neither the Company nor anyone on its behalf consulted with Eisner, regarding either (i) the application of accounting principles to a specific transaction, completed or proposed, or the type of audit opinion that might be rendered on the Company's financial statements, and neither a written report nor oral advice was provided to the Company that Eisner concluded was an important factor considered by the Company in reaching a decision as to any accounting, auditing or financial reporting issue or (ii) any matter that was either the subject of a disagreement (as defined in Item 304(a)(1)(iv) of Regulation S-K and the related instructions) or a reportable event (as described in Item 304(a)(1)(v) of Regulation S-K).

Item 5.01. Changes in Control of Registrant.

The information set forth in Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

Pursuant to the Merger Agreement, all of the directors of the Company prior to the Merger, other than two designees mutually agreed upon by the Company and Private DropCar to remain on the board of directors, resigned as directors immediately prior to the effective time of the Merger. Those two remaining directors then appointed, effective as of the effective time of the Merger, six designees selected by Private DropCar.

In accordance with the Merger Agreement, on January 30, 2018, immediately prior to the effective time of the Merger, Charles Benton, Norm Dumbroff, Edward Gildea, Jonathan Schechter and Brian Daly resigned from the Company's board of directors and any respective committees of the board of directors to which they belonged. Following such resignations, the Company's board of directors was comprised of Sebastian Giordano and Joshua Silverman, and effective as of the effective time of the Merger the following individuals were appointed to the Company's board of directors: Brian Harrington, Zvi Joseph, Solomon Mayer, David Newman, Spencer Richardson and Greg Schiffman.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b)

In accordance with the Merger Agreement, on January 30, 2018, immediately prior to the effective time of the Merger, Charles Benton, Norm Dumbroff, Edward Gildea, Jonathan Schechter and Brian Daly resigned from the Company's board of directors and any respective committees of the board of directors to which they belonged, which resignations were not the result of any disagreements with the Company relating to the Company's operations, policies or practices.

Also on January 30, 2018, immediately prior to the effective time, Sebastian Giordano, the Company's Chief Executive Officer, and David Allen, the Company's Chief Financial Officer, resigned as officers of the Company. In connection with their respective resignations, each of Mr. Giordano and Mr. Allen entered into a separation agreement, effective as of January 30, 2018 (the "Giordano Agreement" and the "Allen Agreement," respectively, and collectively, the "Separation Agreements"), with the Company. Each of the Giordano Agreement and Allen Agreement includes a customary release by Mr. Giordano and Mr. Allen, respectively, of certain claims against the Company that are held by Mr. Giordano and Mr. Allen, respectively.

Pursuant to the Giordano Agreement, Mr. Giordano ceased serving as an employee of the Company effective as of January 30, 2018 (the "Separation Date"). Pursuant to the Giordano Agreement, Mr. Giordano was entitled to a severance payment equal to $350,000.

Pursuant to the Allen Agreement, Mr. Allen ceased serving as an employee of the Company effective as of the Separation Date. Pursuant to the Allen Agreement, Mr. Allen was entitled to a severance payment equal to $150,000.

The payment of the severance benefits was made immediately following the closing of the transactions contemplated by the Merger Agreement, as contemplated by the Merger Agreement.

The foregoing description of the material terms of the Separation Agreements is not complete and is subject to and qualified in its entirety by reference to the full text of the Separation Agreements, copies of which are attached hereto as Exhibit 10.2 and 10.3, respectively, and are incorporated herein by reference.

(c)

On January 30, 2018, effective as of the effective time of the Merger, the Company's board of directors appointed Spencer Richardson as Chairman of the Company's board of directors and as the Company's Chief Executive Officer. In addition, the Company's board of directors appointed David Newman as Vice Chairman of Company's board of directors and as the Company's Chief Business Development Officer, Paul Commons as the Company's Chief Financial Officer, Daniel Gelbtuch as the Company's Vice President Corporate Finance and Communication and Leandro Larroulet as the Company's Chief Information Officer, each to serve at the discretion of the Company's board of directors. There are no family relationships among any of the Company's directors and executive officers. Except for the employment agreements described below, there are no arrangements or understandings between each officer of the Company and any other person pursuant to which such officer was elected as an officer of the Company. The Company is not aware of any transactions in which any of Mr. Richardson, Mr. Newman, Mr. Commons, Mr. Gelbtuch or Mr. Larroulet has an interest that would require disclosure under Item 404(a) of Regulation S-K.

Employment Agreements

Mr. Richardson and Mr. Newman

DropCar has entered into employment agreements with Mr. Richardson and Mr. Newman as described below, and standard confidential information and/or inventions assignment agreements, under which each of its named executive officers has agreed not to disclose DropCar's confidential information.

In connection with the signing of the Merger Agreement, DropCar entered into employment agreements with each of Mr. Richardson and Mr. Newman pursuant to which Mr. Richardson will serve as DropCar's Chief Executive Officer and Mr. Newman will serve as DropCar's Chief Business Development Officer. Each of the employment agreements provides for an initial term of three (3) years with automatic one (1) year renewals.

Each of the employment agreements for Mr. Richardson and Mr. Newman provide for the following cash-based compensation: (a) an annual base salary equal to $275,000, subject to a 10% increase per year; (b) bonus payment of $250,000 in connection with the closing of the Merger; (c) quarterly bonuses of at least $12,500; (d) milestone bonus payments based on DropCar's achievement of certain specified milestones; and (e) allowances for automobile, medical and dental.

Mr. Richardson and Mr. Newman are also each entitled to annual option grants equivalent to 1% of the outstanding shares of the Company. Subject to continued employment through each vesting date, these annual grants will vest and become exercisable with respect to 1/8th of the shares on each 90th day following the date of grant; provided that all options will vest on a change of control of DropCar. In addition to annual option grants, Mr. Richardson and Mr. Newman are each eligible to receive additional option grants based on DropCar's achievement of certain specified milestones.

In the event that Mr. Richardson's or Mr. Newman's employment with DropCar is terminated (a) by DropCar without "cause" (including as a result of death or disability) following the end of the initial term, (b) by either Mr. Richardson or Mr. Newman for "good reason", or (c) due to non-renewal of the initial term by DropCar, then DropCar shall pay or provide (x) 24 months' of salary continuation, (y) $100,000 (such amount representing the guaranteed quarterly bonus for 24 months), and (z) to the extent unvested, full acceleration of the vesting of any outstanding options.

In addition, each of Mr. Richardson and Mr. Newman has entered into a non-solicitation and non-competition agreement that applies during the term of employment and for 12 months thereafter.

Mr. Commons

In addition to its employment agreements with each of Mr. Richardson and Mr. Newman, on January 22, 2018, the Company entered into an employment agreement with Mr. Commons pursuant to which Mr. Commons will serve as DropCar's Chief Financial Officer. The employment agreement provides for an initial term of three (3) years with automatic one (1) year renewals. The employment agreement for Mr. Commons provides for an annual base salary equal to $220,000 and quarterly bonuses equal to $5,000. Mr. Commons is also entitled to annual option grants equivalent to 1% of the outstanding shares of the Company. Subject to continued employment through each vesting date, these annual grants will vest and become exercisable with respect to 1/3 of the shares on the first anniversary of the effective date of the employment agreement, with the remaining 2/3 vesting in equal installments on a quarterly basis beginning on the last day of the next calendar quarter after the date on which the initial 1/3 of the shares vested.

In the event that Mr. Commons's employment with DropCar is terminated (a) by DropCar without "cause" or (b) by Mr. Commons for "good reason" at any time during the 90 days following the effective date of the employment agreement, then for the nine month period following the termination date, DropCar shall continue to pay to Mr. Commons (i) one-twelfth of his annual base salary each month and (ii) his quarterly bonus payments.

In addition, Mr. Commons has entered into a non-solicitation and non-competition agreement that applies during the term of employment and for 12 months thereafter.

As of the date hereof, the Company has not entered into an employment agreement or other arrangement with Mr. Gelbtuch or Mr. Larroulet.

Each of Mr. Richardson, Mr. Newman, Mr. Commons, Mr. Gelbtuch and Mr. Larroulet entered into an indemnification agreement with the Company on January 30, 2018 immediately following the Merger. A copy of the form of indemnification agreement is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

The foregoing description of the material terms of the employment agreements between the Company and each of Mr. Richardson, Mr. Newman and Mr. Commons is not complete and is subject to and qualified in its entirety by reference to the full text of each such employment agreement, copies of which are attached hereto as Exhibit 10.4, 10.5 and 10.6, respectively, and are incorporated herein by reference.

Executive Officers

Spencer Richardson

Mr. Richardson has served as Co-Founder and Chief Executive Officer of Private DropCar since its inception in September 2014. Prior to his service with Private DropCar, from March 2009 through February 2016, Mr. Richardson served as Co-Founder and Chief Executive Officer of FanBridge, Inc., a platform that enables clients, such as musicians, comedians, influencers, and anyone with a fan base, to manage fan acquisition, retention, and engagement. In 2012, Forbes Magazine selected Mr. Richardson as a "30 Under 30" innovator. Mr. Richardson currently serves on the boards of directors of numerous private companies. Mr. Richardson holds a B.S. in Finance and Marketing from New York University Stern School of Business.

David Newman

Mr. Newman has served as Co-Founder, Secretary and Treasurer of Private DropCar since its inception in September 2014 and as Chief Business Development Officer since April 2017. Mr. Newman has served as President of David B. Newman Consultants, Inc., a New York-based consulting corporation, as President of Rockland Westchester Legal Services, PC, a New York-based legal services company, and as a Senior Managing Director of Brock Securities LLC, a broker-dealer that provides investment banking and advisory services, in each instance since August 2012. He previously served as a director of United Realty Trust Inc., a public real estate investment trust, from August 2012 through September 2015. Mr. Newman holds a B.B.A. in Business Management from Hofstra University and a J.D. from Fordham Law School.

Paul Commons

Mr. Commons joined Private DropCar in January 2018 as its Chief Financial Officer. Prior to joining Private DropCar, Mr. Commons served as the Chief Financial Officer of Zipz Inc., a packaging tech company, from May 2015 through November 2017. Prior to that, from October 2007 through May 2015, Mr. Commons served in a variety of roles at WPC Worldwide, which provided CFO consulting services to tech companies, including as the Chief Financial Officer from May 2013 to May 2015. Mr. Commons holds a B.I.A. from Kettering University and an MBA in Finance from the University of Denver.

Daniel Gelbtuch

Mr. Gelbtuch joined Private DropCar in July 2017 as its Vice President of Corporate Finance and Communications. Prior to joining Private DropCar, Daniel was the Co-Founder and Managing Partner of Cedar Grove Capital, an owner/operator of multi-family apartment complexes, from June 2015 through June 2017. From July 2012 through March 2016, Daniel was the CEO of Hot Tin Roof LLC, an investor relations and corporate finance consulting firm with publicly-traded clients such as Neonode (NEON), Marathon Patent, (MARA) IDT, StraightPath (STRP), Vuzix (VUZI), and Walker Innovation (WLKR). From 2008-2010, Mr. Gelbtuch managed the technology stock portfolio at Roaring Brook Capital, a multi-sector long/short hedge fund. From 2001-2007, Daniel was a Senior Equities Analyst at CIBC World Markets covering the semiconductor and intellectual property sectors. Mr. Gelbtuch received a J.D. from Cardozo Law and a BA in Economics from Yeshiva University.

Leandro Larroulet

Mr. Larroulet joined Private DropCar in July 2017 as its Chief Information Officer. Prior to joining Private DropCar, Mr. Larroulet served as Chief Operating Officer (COO) for the Argentina based global technology development and consulting firm FDV Solutions from September 2016 to June 2017. Previously Mr. Larroulet held roles at FDV including Senior Project Manager, Software Developer and Network Operator, dating back to September 2007. Mr. Larroulet graduated from FIUBA (Engineering University of Buenos Aires), and also currently serves as both a member of their curricular commission for Information Systems as well as an auxiliary teacher for their Information Analysis program.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

(a)

To the extent required by Item 5.03 of Form 8-K, the information contained in Item 2.01 and Item 3.03 of this Current Report on Form 8-K is incorporated by reference herein.

(b)

On January 30, 2018, the Company determined to change its fiscal year. Effective January 30, 2018, the last day of the Company’s fiscal year is December 31.

Item 5.05. Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

In connection with the Merger, the Company's board of directors adopted a code of business conduct and ethics (the "Code") effective as of the effectiveness of the Merger. The Code applies to all directors, officers and employees of the Company.

The foregoing description of the Code does not purport to be complete and is qualified in its entirety by reference to the full text of the Code, a copy of which is attached hereto as Exhibit 14.1 and incorporated herein by reference.

The Code will also be posted on the Company's website at*www.dropcar.com*. The Company also anticipates filing any future amendment or waiver of the Code on the Company's website within four business days of the date thereof. The contents of the Company's website are not incorporated by reference in this report or made a part hereof for any purpose.

Item 8.01. Other Events.

On January 31, 2018, the Company issued a press release announcing the completion of the Merger. A copy of the press release is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(a) Financial statements of business acquired.

The Company intends to file the financial statements of Private DropCar required by Item 9.01(a) as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

(b) Pro forma financial information.

The Company intends to file the pro forma financial information required by Item 9.01(b) as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

(d) Exhibits

Exhibit No.	Description
2.1^	Agreement and Plan of Merger and Reorganization, dated as of September 6, 2017, as amended, by and among WPCS International Incorporated, DC Acquisition Corp. and DropCar, Inc. (incorporated by reference from Annex A to the Company's Proxy Statement/Prospectus/Information Statement filed with the SEC on December 18, 2017)
3.1	Certificate of Amendment (Reverse Stock Split) to the Amended and Restated Certificate of Incorporation, dated January 30, 2018
3.2	Certificate of Amendment (Name Change) to the Amended and Restated Certificate of Incorporation, dated January 30, 2018
10.1+	Form of Indemnification Agreement between the Company and each of its directors and officers
10.2+	Separation Agreement by and between the Company and Sebastian Giordano dated as of January 30, 2018
10.3+	Separation Agreement by and between the Company and David Allen dated as of January 30, 2018
10.4+	Employment Agreement by and between Private DropCar and Spencer Richardson, dated as of September 6, 2017

10.5+	Employment Agreement by and between Private DropCar and David Newman, dated as of September 6, 2017
10.6+	Employment Agreement by and between Private DropCar and Paul Commons, dated as of January 22, 2018
14.1	Code of Business Conduct and Ethics
16.1	Letter from Marcum LLP dated February 1, 2018
99.1	Press Release issued by the Company on January 31, 2018

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^ The schedules and exhibits to this exhibit have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the SEC upon request.

+ Management contract or compensatory plans or arrangements.

† Confidential treatment has been requested or granted as to certain portions, which portions have been omitted and filed separately with the SEC.

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.

DROPCAR, INC.

By:	/s/ Spencer Richardson
Name:	Spencer Richardson
Title:	Chief Executive Officer

Dated: February 5, 2018

Exhibit 3.1

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
WPCS INTERNATIONAL INCORPORATED**

WPCS International Incorporated (the "***Corporation***"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, as amended (the "***DGCL***"), hereby certifies as follows:

1. The name of the corporation is WPCS International Incorporated.

2. Resolutions were duly adopted by the Board of Directors of the Corporation setting forth proposed amendment to the Corporation's certificate of incorporation and declaring such Certificate of Amendment advisable and in the best interests of the Corporation and its stockholders.

3. The certificate of incorporation of the Corporation is hereby amended by striking Article I in its entirety and replacing it with the following new Article I:

"The name of the corporation is DropCar, Inc. (the "**Corporation**")."

4. The amendment of the certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Section 242 of the DGCL.

5. The amendment of the certificate of incorporation herein certified shall be effective as of 4:15 PM, Eastern Time, on January 30, 2018.

IN WITNESS WHEREOF, WPCS International Incorporated has caused this Certificate of Amendment to be signed by a duly authorized officer of the Corporation, on January 30, 2018.

WPCS INTERNATIONAL INCORPORATED

By: /s/ Sebastian Giordano
Name: Sebastian Giordano
Title: Chief Executive Officer

Exhibit 3.2

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
WPCS INTERNATIONAL INCORPORATED

WPCS International Incorporated (the ***"Corporation"),*** a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, as amended (the ***"DGCL"),*** hereby certifies as follows:

1. The name of the corporation is WPCS International Incorporated.

2. Resolutions were duly adopted by the Board of Directors of the Corporation setting forth proposed amendment to the Corporation's certificate of incorporation and declaring such Certificate of Amendment advisable and in the best interests of the Corporation and its stockholders.

3. The certificate of incorporation of the Corporation is hereby amended by striking the third paragraph of Article IV in its entirety and replacing it with the following:

" Immediately upon the filing of this Certificate of Amendment with the Secretary of State of the State of Delaware each one (1) share of Common Stock outstanding immediately prior to such filing shall be automatically reclassified into one-quarter (.25) of one share of Common Stock. The aforementioned reclassification shall be referred to collectively as the ***"Reverse Split."*** The Reverse Split shall occur without any further action on the part of the Corporation or stockholders of the Corporation and whether or not certificates representing such stockholders' shares prior to the Reverse Split are surrendered for cancellation. No fractional interest in a share of Common Stock shall be deliverable upon the Reverse Split. All shares of Common Stock (including fractions thereof) issuable upon the Reverse Split held by a holder prior to the Reverse Split shall be aggregated for purposes of determining whether the Reverse Split would result in the issuance of any fractional share. Any fractional share resulting from such aggregation upon the Reverse Split shall be rounded down to the nearest whole number. Each holder who would otherwise be entitled to a fraction of a share of Common Stock upon the Reverse Split (after aggregating all fractions of a share to which such stockholder would otherwise be entitled) shall, in lieu thereof, be entitled to receive a cash payment in an amount equal to the fraction to which the stockholder would otherwise be entitled multiplied by the opening price of the Corporation's Common Stock as reported on The NASDAQ Capital Market on the trading day immediately following the filing of this Certificate of Amendment with the Secretary of State of the State of Delaware. The Corporation shall not be obliged to issue certificates evidencing the shares of Common Stock outstanding as a result of the Reverse Split unless and until the certificates evidencing the shares held by a holder prior to the Reverse Split are either delivered to the Corporation or its transfer agent, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates."

4. The amendment of the certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Section 242 of the DGCL.

5. The amendment of the certificate of incorporation herein certified shall be effective as of 4:05 PM, Eastern Time, on January 30, 2018.

IN WITNESS WHEREOF, WPCS International Incorporated has caused this Certificate of Amendment to be signed by a duly authorized officer of the Corporation, on January 30, 2018.

WPCS INTERNATIONAL INCORPORATED

By: /s/ Sebastian Giordano
Name: Sebastian Giordano
Title: Chief Executive Officer

Exhibit 10.1

DROPCAR, INC.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") is effective as of January 30, 2018 by and between DropCar, Inc., a Delaware corporation (the "Company"), and ("Indemnitee").

A. The Company recognizes the difficulty in obtaining liability insurance for its directors, officers, employees, controlling persons, fiduciaries and other agents and affiliates, the significant cost of such insurance and the general limitations in the coverage of such insurance.

B. The Company further recognizes the substantial increase in corporate litigation in general, subjecting directors, officers, employees, controlling persons, fiduciaries and other agents and affiliates to expensive litigation risks at the same time as the availability and coverage of liability insurance has been severely limited.

C. The current protection available to directors, officers, employees, controlling persons, fiduciaries and other agents and affiliates of the Company may not be adequate under the present circumstances, and directors, officers, employees, controlling persons, fiduciaries and other agents and affiliates of the Company (or persons who may be alleged or deemed to be the same), including the Indemnitee, may not be willing to serve or continue to serve or be associated with the Company in such capacities without additional protection.

D. The Company (a) desires to attract and retain the involvement of highly qualified persons, such as Indemnitee, to serve and be associated with the Company, and (b) accordingly, wishes to provide for the indemnification and advancement of expenses to the Indemnitee to the maximum extent permitted by law.

E. In view of the considerations set forth above, the Company desires that Indemnitee shall be indemnified and advanced expenses by the Company as set forth herein.

AGREEMENT:

In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Certain Definitions.

(a) "*Change in Control*" shall be deemed to have occurred if, on or after the date of this Agreement, (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company acting in such capacity or a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company's then outstanding Voting Securities, (ii) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board of Directors of the Company and any new director whose election by the Board of Directors or nomination for election by the Company's stockholders was approved by a vote of at least two- thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation other than a merger or consolidation which would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least eighty percent (80%) of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation or (iv) the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of related transactions) all or substantially all of the Company's assets.

(b) "*Claim*" shall mean with respect to a Covered Event: any threatened, asserted, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation (formal or informal) that Indemnitee (or in the case of a Fund Indemnitor (as defined in Section 18 below) seeking to be indemnified, a Fund Indemnitor) in good faith believes might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, investigative or other, including any appeal therefrom.

(c) References to the "*Company*" shall include, in addition to DropCar, Inc., any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger to which DropCar, Inc. (or any of its wholly owned subsidiaries) is a party, which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees, agents or fiduciaries, so that if Indemnitee is or was a director, officer, employee, agent or fiduciary of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as Indemnitee would have with respect to such constituent corporation if its separate existence had continued.

(d) "*Covered Event*" shall mean any event or occurrence by reason of the fact that Indemnitee is or was a director, officer, employee, agent or fiduciary of the Company, or any subsidiary of the Company, direct or indirect, or is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action or inaction on the part of Indemnitee while serving in such capacity.

(e) "*Expense Advance*" shall mean a payment to Indemnitee for Expenses pursuant to Section 3 hereof, in advance of the settlement of or final judgment in any action, suit, proceeding or alternative dispute resolution mechanism, hearing, inquiry or investigation, which constitutes a Claim.

(f) "*Expenses*" shall mean any and all direct and indirect costs, losses, claims, damages, fees, expenses and liabilities, joint or several (including reasonable attorneys' fees and all other costs, expenses and obligations reasonably incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, to be a witness in or to participate in, any action, suit, proceeding, alternative dispute resolution mechanism, hearing, inquiry or investigation), judgments, fines, penalties and amounts paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld) actually and reasonably incurred, of any Claim and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement.

(g) "*Independent Legal Counsel*" shall mean an attorney or firm of attorneys, selected in accordance with the provisions of Section 2(d) hereof, who shall not have otherwise performed services for (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the rights of Indemnitee under this Agreement, or of other indemnitees under similar indemnity agreements) or (ii) any other party to the Claim giving rise to a claim for indemnification hereunder, within the last three (3) years. Notwithstanding the foregoing, the term "Independent Legal Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(h) References to "*other enterprises*" shall include employee benefit plans; references to "*fines*" shall include any excise taxes assessed on Indemnitee with respect to an employee benefit plan; and references to "*serving at the request of the Company*" shall include any service as a director, officer, employee, agent or fiduciary of the Company which imposes duties on, or involves services by, such director, officer, employee, agent or fiduciary with respect to an employee benefit plan, its participants or its beneficiaries; and if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan, Indemnitee shall be deemed to have acted in a manner "*not opposed to the best interests of the Company*" as referred to in this Agreement.

(i) "*Reviewing Party*" shall mean, subject to the provisions of Section 2(d), any person or body appointed by the Board of Directors in accordance with applicable law to review the Company's obligations hereunder and under applicable law, which may include a member or members of the Company's Board of Directors, Independent Legal Counsel or any other person or body not a party to the particular Claim for which Indemnitee is seeking indemnification, exoneration or hold harmless rights.

(j) "*Section*" refers to a section of this Agreement unless otherwise indicated.

(k) "*Voting Securities*" shall mean any securities of the Company that vote generally in the election of directors.

2. Indemnification.

(a) Indemnification of Expenses. Subject to the provisions of Section 2(b) below, the Company shall indemnify, exonerate or hold harmless Indemnitee for Expenses to the fullest extent permitted by law if Indemnitee was, is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, any Claim (whether by reason of or arising in part out of a Covered Event), including all interest, assessments and other charges incurred in connection with or in respect of such Expenses.

(b) Review of Indemnification Obligations.

(i) Notwithstanding the foregoing, in the event any Reviewing Party shall have determined (in a written opinion, in any case in which Independent Legal Counsel is the Reviewing Party) that Indemnitee is not entitled to be indemnified, exonerated or held harmless hereunder under applicable law, (A) the Company shall have no further obligation under Section 2(a) to make any payments to Indemnitee not made prior to such determination by such Reviewing Party and (B) the Company shall be entitled to be reimbursed by Indemnitee (who hereby agrees to reimburse the Company) for all Expenses theretofore paid in indemnifying, exonerating or holding harmless Indemnitee (within thirty (30) days after such determination); *provided*, *however*, that if Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee is entitled to be indemnified, exonerated or held harmless hereunder under applicable law, any determination made by any Reviewing Party that Indemnitee is not entitled to be indemnified hereunder under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any Expenses theretofore paid in indemnifying, exonerating or holding harmless Indemnitee until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed). Indemnitee's obligation to reimburse the Company for any Expenses shall be unsecured and no interest shall be charged thereon.

(ii) Subject to Section 2(b)(iii) below, if the Reviewing Party shall not have made a determination within forty-five (45) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (A) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification or (B) a prohibition of such indemnification under applicable law; *provided*, *however*, that such 45-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto.

(iii) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement of Indemnitee to indemnification under this Agreement shall be required to be made prior to the final disposition of the Claim.

(c) Indemnitee Rights on Unfavorable Determination; Binding Effect. If any Reviewing Party determines that Indemnitee substantively is not entitled to be indemnified, exonerated or held harmless hereunder in whole or in part under applicable law, Indemnitee shall have the right to commence litigation seeking an initial determination by the court or challenging any such determination by such Reviewing Party or any aspect thereof, including the legal or factual bases therefor, and, subject to the provisions of Section 15 hereof, the Company hereby consents to service of process and to appear in any such proceeding. Absent such litigation, any determination by any Reviewing Party shall be conclusive and binding on the Company and Indemnitee.

(d) Selection of Reviewing Party; Change in Control. If there has not been a Change in Control, any Reviewing Party shall be selected by the Board of Directors, and if there has been such a Change in Control (other than a Change in Control which has been approved by a majority of the Company's Board of Directors who were directors immediately prior to such Change in Control), any Reviewing Party with respect to all matters thereafter arising concerning Indemnitee's indemnification, exoneration or hold harmless rights for Expenses under this Agreement or any other agreement or under the Company's Certificate of Incorporation or bylaws as now or hereafter in effect, or under any other applicable law, if desired by Indemnitee, shall be Independent Legal Counsel selected by the Indemnitee and approved by Company (which approval shall not be unreasonably withheld). Such counsel, among other things, shall render its written opinion to the Company and Indemnitee as to whether and to what extent Indemnitee would be entitled to be indemnified, exonerated or held harmless hereunder under applicable law and the Company agrees to abide by such opinion. The Company agrees to pay the reasonable fees of the Independent Legal Counsel referred to above and to fully indemnify, exonerate and hold harmless such counsel against any and all expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto. Notwithstanding any other provision of this Agreement, the Company shall not be required to pay Expenses of more than one Independent Legal Counsel in connection with all matters concerning a single Indemnitee, and such Independent Legal Counsel shall be the Independent Legal Counsel for any or all other Indemnitees unless (i) the Company otherwise determines or (ii) any Indemnitee shall provide a written statement setting forth in detail a reasonable objection to such Independent Legal Counsel representing other Indemnitees.

(e) Mandatory Payment of Expenses. Notwithstanding any other provision of this Agreement other than Section 10 hereof, to the fullest extent permitted by applicable law and to the extent that Indemnitee was a party to (or participant in) and has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any Claim, Indemnitee shall be indemnified, exonerated and held harmless against all Expenses actually and reasonably incurred by Indemnitee in connection therewith. If Indemnitee is not wholly successful in such Claim but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Claim, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Claim by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(f) Contribution. If the indemnification, exoneration or hold harmless rights provided for in this Agreement is for any reason held by a court of competent jurisdiction to be unavailable to an Indemnitee, then in lieu of indemnifying, exonerating or holding harmless Indemnitee thereunder, the Company shall contribute to the amount paid or required to be paid by Indemnitee as a result of such Expenses (i) in such proportion as is deemed fair and reasonable in light of all of the circumstances in order to reflect the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Claim or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with the action or inaction which resulted in such Expenses, as well as any other relevant equitable considerations. In connection with the registration of the Company's securities, the relative benefits received by the Company and Indemnitee shall be deemed to be in the same respective proportions that the net proceeds from the offering (before deducting expenses) received by the Company and Indemnitee, in each case as set forth in the table on the cover page of the applicable prospectus, bear to the aggregate public offering price of the securities so offered. The relative fault of the Company and Indemnitee shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or Indemnitee and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and Indemnitee agree that it would not be just and equitable if contribution pursuant to this Section 2(f) were determined by pro rata or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. In connection with the registration of the Company's securities, in no event shall Indemnitee be required to contribute any amount under this Section 2(f) in excess of the net proceeds received by Indemnitee from its sale of securities under such registration statement. No person found guilty of fraudulent misrepresentation (within the meaning of Section 11(a) of the Securities Act of 1933, as amended) shall be entitled to contribution from any person who was not found guilty of such fraudulent misrepresentation.

3. Expense Advances.

(a) Obligation to Make Expense Advances. The Company shall make Expense Advances to Indemnitee upon receipt of a written undertaking by or on behalf of the Indemnitee to repay such amounts if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified, exonerated or held harmless therefor by the Company.

(b) Form of Undertaking. Any written undertaking by the Indemnitee to repay any Expense Advances hereunder shall be unsecured and no interest shall be charged thereon.

4. Procedures for Indemnification and Expense Advances.

(a) Timing of Payments. All payments of Expenses (including without limitation Expense Advances) by the Company to the Indemnitee pursuant to this Agreement shall be made to the fullest extent permitted by law as soon as practicable after written demand by Indemnitee therefor is presented to the Company, but in no event later than forty-five (45) days after such written demand by Indemnitee is presented to the Company, except in the case of Expense Advances, which shall be made no later than twenty (20) days after such written demand by Indemnitee is presented to the Company. If the Company disputes a portion of the amounts for which indemnification is requested, the undisputed portion shall be paid and only the disputed portion withheld pending resolution of any such dispute.

(b) Notice/Cooperation by Indemnitee. Indemnitee shall, as a condition precedent to Indemnitee's right to be indemnified, exonerated or held harmless or Indemnitee's right to receive Expense Advances under this Agreement, give the Company notice in writing as soon as practicable of any Claim made against Indemnitee for which indemnification, exoneration or hold harmless rights will or could be sought under this Agreement. Notice to the Company shall be directed to the President and the Secretary of the Company at the address shown on the signature page of this Agreement (or such other address as the Company shall designate in writing to Indemnitee) and shall include a description of the nature of the Claim and the facts underlying the Claim, in each case to the extent known to Indemnitee. To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of such Claim. In addition, Indemnitee shall give the Company such information and cooperation as the Company may reasonably require and as shall be within Indemnitee's power. The failure by Indemnitee to notify the Company hereunder will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise than under this Agreement, and any delay in so notifying the Company shall not constitute a waiver by Indemnitee of any rights under this Agreement, except to the extent (solely with respect to the indemnity hereunder) that such failure or delay materially prejudices the Company.

(c) No Presumptions; Burden of Proof. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification, exoneration or hold harmless right is not permitted by this Agreement or applicable law. In addition, neither the failure of any Reviewing Party to have made a determination as to whether Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by any Reviewing Party that Indemnitee has not met such standard of conduct or did not have such belief, prior to the commencement of legal proceedings by Indemnitee to secure a judicial determination that Indemnitee should be indemnified, exonerated or held harmless under this Agreement or applicable law, shall be a defense to Indemnitee's claim or create a presumption that Indemnitee has not met any particular standard of conduct or did not have any particular belief. In connection with any determination by any Reviewing Party or otherwise as to whether the Indemnitee is entitled to be indemnified, exonerated or held harmless hereunder, the burden of proof shall be on the Company to establish that Indemnitee is not so entitled.

(d) Notice to Insurers. If, at the time of the receipt by the Company of a notice of a Claim pursuant to Section 4(b) hereof, the Company has liability insurance in effect which may cover such Claim, the Company shall give prompt notice of the commencement of such Claim to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all reasonably necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Claim in accordance with the terms of such policies.

(e) Selection of Counsel. In the event the Company shall be obligated hereunder to provide indemnification, exoneration or hold harmless rights for or make any Expense Advances with respect to the Expenses of any Claim, the Company, if appropriate, shall be entitled to assume the defense of such Claim with counsel approved by Indemnitee (which approval shall not be unreasonably withheld) upon the delivery to Indemnitee of written notice of the Company's election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees or expenses of separate counsel subsequently employed by or on behalf of Indemnitee with respect to the same Claim; *provided, however*, that (i) Indemnitee shall have the right to employ Indemnitee's separate counsel in any such Claim at Indemnitee's expense and (ii) if (A) the employment of separate counsel by Indemnitee has been previously authorized by the Company, (B) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense or (C) the Company shall not continue to retain such counsel to defend such Claim, then the fees and expenses of Indemnitee's separate counsel shall be Expenses for which Indemnitee may receive indemnification, exoneration or hold harmless rights or Expense Advances hereunder. The Company shall have the right to conduct such defense as it sees fit in its sole discretion, including the right to settle any claim, action or proceeding against Indemnitee without the consent of Indemnitee, provided that the terms of such settlement include either: (i) a full release of Indemnitee by the claimant from all liabilities or potential liabilities under such claim or (ii), in the event such full release is not obtained, the terms of such settlement do not limit any indemnification, exoneration or hold harmless rights Indemnitee may now, or hereafter, be entitled to under this Agreement, the Company's Certificate of Incorporation, bylaws, any agreement, any vote of stockholders or disinterested directors, the General Corporation Law of the State of Delaware (the "DGCL") or otherwise.

5. Additional Indemnification Rights; Nonexclusivity.

(a) Scope. The Company hereby agrees to indemnify, exonerate and hold harmless the Indemnitee to the fullest extent permitted by law, notwithstanding that such indemnification, exoneration or hold harmless right is not specifically authorized by the other provisions of this Agreement, the Company's Certificate of Incorporation, the Company's bylaws or by statute, a vote of stockholders or a resolution of directors, or otherwise. The rights of indemnification and to receive Expense Advances as provided by this Agreement shall be interpreted independently of, and without reference to, any other such rights to which Indemnitee may at any time be entitled. In the event of any change after the date of this Agreement in any applicable law, statute or rule which expands the right of a Delaware corporation to indemnify, exonerate or hold harmless a member of its board of directors or an officer, employee, agent or fiduciary, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits afforded by such change. In the event of any change in any applicable law, statute or rule which narrows the right of a Delaware corporation to indemnify, exonerate or hold harmless a member of its board of directors or an officer, employee, agent or fiduciary, such change, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder except as set forth in Section 10(a) hereof.

(b) Nonexclusivity. The indemnification, exoneration or hold harmless rights and the payment of Expense Advances provided by this Agreement shall be in addition to any rights to which Indemnitee may be entitled under the Company's Certificate of Incorporation, its bylaws, any other agreement, any vote of stockholders or disinterested directors, the DGCL, or otherwise. The indemnification, exoneration or hold harmless rights and the payment of Expense Advances provided under this Agreement shall continue as to Indemnitee for any action taken or not taken while serving in an indemnified, exonerated or held harmless capacity even though subsequent thereto Indemnitee may have ceased to serve in such capacity.

6. No Duplication of Payments. The Company shall not be liable under this Agreement to make any payment in connection with any Claim made against Indemnitee to the extent Indemnitee has otherwise actually received payment (under any insurance policy, provision of the Company's Certificate of Incorporation, bylaws or otherwise) of the amounts otherwise payable hereunder, except as provided in Section 18 below.

7. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification, exoneration or hold harmless rights by the Company for some or a portion of Expenses incurred in connection with any Claim, but not, however, for the total amount thereof, the Company shall nevertheless indemnify, exonerate or hold harmless Indemnitee for the portion of such Expenses to which Indemnitee is entitled.

8. Mutual Acknowledgment. Both the Company and Indemnitee acknowledge that in certain instances, federal law or applicable public policy may prohibit the Company from indemnifying, exonerating or holding harmless its directors, officers, employees, agents or fiduciaries under this Agreement or otherwise. Indemnitee understands and acknowledges that the Company may be required in the future to undertake with the Securities and Exchange Commission to submit the question of indemnification, exoneration or hold harmless rights to a court in certain circumstances for a determination of the Company's right under public policy to indemnify, exonerate or hold harmless Indemnitee.

9. Liability Insurance. To the extent the Company maintains liability insurance applicable to directors, officers, employees, agents or fiduciaries, Indemnitee shall be covered by such policies in such a manner as to provide Indemnitee the same rights and benefits as are provided to the most favorably insured of the Company's directors who are not employees of the Company, if Indemnitee is a director who is not employed by the Company; or of the Company's officers, if Indemnitee is a director of the Company and is also employed by the Company, or is not a director of the Company but is an officer; or in the Company's sole discretion, if Indemnitee is not an officer or director but is an employee, agent or fiduciary.

10. Exceptions. Notwithstanding any other provision of this Agreement, the Company shall not be obligated pursuant to the terms of this Agreement:

(a) Excluded Action or Omissions. To indemnify, exonerate or hold harmless Indemnitee for Expenses resulting from acts, omissions or transactions for which Indemnitee is prohibited from receiving indemnification, exoneration or hold harmless rights under this Agreement or applicable law; *provided, however*, that notwithstanding any limitation set forth in this Section 10(a) regarding the Company's obligation to provide indemnification, exoneration or hold harmless rights to Indemnitee, Indemnitee shall be entitled under Section 3 to receive Expense Advances hereunder with respect to any such Claim unless and until a court having jurisdiction over the Claim shall have made a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee has engaged in acts, omissions or transactions for which Indemnitee is prohibited from receiving indemnification under this Agreement or applicable law.

(b) Claims Initiated by Indemnitee. To indemnify, exonerate or hold harmless or make Expense Advances to Indemnitee with respect to Claims initiated or brought voluntarily by Indemnitee and not by way of defense, counterclaim or cross claim, except (i) with respect to actions or proceedings brought to establish or enforce an indemnification, exoneration or hold harmless right under this Agreement or any other agreement or insurance policy or under the Company's Certificate of Incorporation or bylaws now or hereafter in effect relating to Claims for Covered Events, (ii) in specific cases if the Board of Directors has approved the initiation or bringing of such Claim or (iii) as otherwise required under Section 145 of the DGCL, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, exoneration, hold harmless right, Expense Advances or insurance recovery, as the case may be.

(c) Lack of Good Faith. To indemnify, exonerate or hold harmless Indemnitee for any Expenses incurred by Indemnitee with respect to any action instituted (i) by Indemnitee to enforce or interpret this Agreement, if a court having jurisdiction over such action determines as provided in Section 13 hereof that each of the material assertions made by Indemnitee as a basis for such action was not made in good faith or was frivolous or (ii) by or in the name of the Company to enforce or interpret this Agreement, if a court having jurisdiction over such action determines as provided in Section 13 hereof that each of the material defenses asserted by Indemnitee in such action was made in bad faith or was frivolous.

(d) Claims Under Section 16(b) or Sarbanes-Oxley Act. To indemnify, exonerate or hold harmless Indemnitee for expenses and the payment of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended, or any similar successor statute or (ii) any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act); *provided, however,* that notwithstanding any limitation set forth in this Section 10(d) regarding the Company's obligation to provide indemnification or exoneration or hold harmless, Indemnitee shall be entitled under Section 3 hereof to receive Expense Advances hereunder with respect to any such Claim unless and until a court having jurisdiction over the Claim shall have made a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee has violated said statute.

11. Counterparts. This Agreement may be executed in counterparts and by facsimile or electronic transmission, each of which shall constitute an original and all of which, together, shall constitute one instrument.

12. Binding Effect; Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company), spouses, heirs, and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement shall continue in effect regardless of whether Indemnitee continues to serve as a director, officer, employee, agent or fiduciary (as applicable) of the Company or of any other enterprise at the Company's request. The Company and Indemnitee agree that the Fund Indemnitors (as defined in Section 18 below) are express third party beneficiaries of this Agreement.

13. **Expenses Incurred in Action Relating to Enforcement or Interpretation.** In the event that any action is instituted by Indemnitee under this Agreement or under any liability insurance policies maintained by the Company to enforce or interpret any of the terms hereof or thereof, Indemnitee shall be entitled to be indemnified for all Expenses incurred by Indemnitee with respect to such action (including without limitation attorneys' fees), regardless of whether Indemnitee is ultimately successful in such action, unless as a part of such action a court having jurisdiction over such action makes a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that each of the material assertions made by Indemnitee as a basis for such action was not made in good faith or was frivolous; *provided*, *however*, that until such final judicial determination is made, Indemnitee shall be entitled under Section 3 to receive payment of Expense Advances hereunder with respect to such action. In the event of an action instituted by or in the name of the Company under this Agreement to enforce or interpret any of the terms of this Agreement, Indemnitee shall be entitled to be indemnified, exonerated or held harmless for all Expenses incurred by Indemnitee in defense of such action (including without limitation costs and expenses incurred with respect to Indemnitee's counterclaims and cross-claims made in such action), unless as a part of such action a court having jurisdiction over such action makes a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that each of the material defenses asserted by Indemnitee in such action was made in bad faith or was frivolous; *provided*, *however*, that until such final judicial determination is made, Indemnitee shall be entitled under Section 3 to receive payment of Expense Advances hereunder with respect to such action.

14. **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand and signed for by the party addressed, on the date of such delivery or (ii) if mailed by domestic certified or registered mail with postage prepaid, on the third business day after the date postmarked. Addresses for notice to either party are as shown on the signature page of this Agreement or as subsequently modified by written notice.

15. **Consent to Jurisdiction.** The Company and Indemnitee each hereby irrevocably consent to the jurisdiction of the courts of the State of Delaware for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be commenced, prosecuted and continued only in the Court of Chancery of the State of Delaware in and for New Castle County, which shall be the exclusive and only proper forum for adjudicating such a claim.

16. **Severability.** The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including without limitation each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

17. **Choice of Law.** This Agreement, and all rights, remedies, liabilities, powers and duties of the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws.

18. Primacy of Indemnification; Subrogation.

(a) The Company hereby acknowledges that Indemnitee has or may in the future have certain indemnification, exoneration, hold harmless or Expense advancement rights and/or insurance provided by Fund and certain of its affiliates (collectively, the "Fund Indemnitors"). The Company hereby agrees (i) that it is the indemnitor of first resort (*i.e.*, its obligations to Indemnitee are primary and any obligation of the Fund Indemnitors to advance Expenses or to provide indemnification, exoneration or hold harmless rights for the same Expenses incurred by Indemnitee are secondary), (ii) that it shall be required to advance the full amount of Expenses incurred by Indemnitee and shall be liable for the full amount of all Expenses, to the extent legally permitted and as required by the Certificate of Incorporation or bylaws of the Company (or any agreement between the Company and Indemnitee), without regard to any rights Indemnitee may have against the Fund Indemnitors, (iii) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof and (iv) if any Fund Indemnitor is a party to or a participant in a legal proceeding, which participation or involvement arises solely as a result of Indemnitee's service to the Company as a director of the Company, then such Fund Indemnitor shall be entitled to all of the indemnification rights and remedies under this Agreement to the same extent as Indemnitee. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of Indemnitee with respect to any Claim for which Indemnitee has sought indemnification, exoneration or hold harmless rights from the Company shall affect the foregoing and the Fund Indemnitors shall have a right to receive from the Company, contribution and/or be subrogated, to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company.

(b) Except as provided in Section 18(a) above, in the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee from any insurance policy purchased by the Company, who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights. In no event, however, shall the Company or any other person have any right of recovery, through subrogation or otherwise, against (i) Indemnitee, (ii) any Fund Indemnitor or (iii) any insurance policy purchased or maintained by Indemnitee or any Fund Indemnitor.

19. Amendment and Termination. No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by both the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver.

20. Integration and Entire Agreement. This Agreement sets forth the entire understanding between the parties hereto and supersedes and merges all previous written and oral negotiations, commitments, understandings and agreements relating to the subject matter hereof between the parties hereto, including any existing director or officer indemnification agreement; *provided*, *however*, that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation, the bylaws, any directors and officers insurance maintained by the Company and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

21. No Construction as Employment Agreement. Nothing contained in this Agreement shall be construed as giving Indemnitee any right to employment by the Company or any of its subsidiaries or affiliated entities.

22. Additional Acts. If for the validation of any of the provisions in this Agreement any act, resolution, approval or other procedure is required, the Company undertakes to cause such act, resolution, approval or other procedure to be affected or adopted in a manner that will enable the Company to fulfill its obligations under this Agreement.

(The remainder of this page is intentionally left blank.)

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

DROPCAR, INC.

By: ____________________________
Name: ____________________________
Title: ____________________________

Address:
1412 Broadway, Suite 2105
New York, NY 10018

AGREED TO AND ACCEPTED BY:

INDEMNITEE:

By: ____________________________
Name: ____________________________
Title: ____________________________
Address: ____________________________

Date: January __, 2018

[*Signature Page to Indemnification Agreement*]

Exhibit 10.2

January 30, 2018

Personal and Confidential
Sebastian Giordano

Dear Sebastian:

This letter (this "Agreement") will confirm the following terms in connection with the payment of certain benefits pursuant to the Change in Control Agreement by and between WPCS International Incorporated (together with its successors and assigns, the "Company") and you, dated September 29, 2015 (the "Change in Control Agreement").

1. **Change in Control Payment.** Provided that you execute, deliver, and do not revoke this Agreement, the Company will pay you the benefit described in Section 4 of the Change in Control Agreement (the "Change in Control Payment") in accordance with the terms of the Change in Control Agreement; provided, however, that the Change in Control Payment shall paid on the first practicable payroll date following the Effective Date.

2. **Release.** In consideration for the payments, benefits and other promises and covenants set forth herein, you voluntarily, knowingly and willingly release and forever discharge the Company, its subsidiaries, affiliates and parents, together with each of those entities' respective current and former officers, directors, shareholders, employees, agents, fiduciaries and administrators (collectively, the "Releasees") from any and all claims and rights of any nature whatsoever which you may have against them, whether known or unknown, suspected or unsuspected. This release includes, but is not limited to, any rights or claims relating in any way to your employment or service relationship with the Company or any of the other Releasees or the separation or termination thereof, any contract claims (express or implied, written or oral), or any rights or claims under any statute, including, without limitation, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers' Benefit Protection Act, the Rehabilitation Act of 1973 (including Section 504 thereof), Title VII of the 1964 Civil Rights Act, the Civil Rights Act of 1866 (42 U.S.C. § 1981), the Civil Rights Act of 1991, the Equal Pay Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act of 1974, the Family Medical Leave Act, the Lilly Ledbetter Fair Pay Act, and the Genetic Information Non-Discrimination Act, all as amended, and any other federal, state or local law. This release specifically includes, but is not limited to, any claims based upon the right to the payment of wages, bonuses, equity awards, carried interest, incentive and performance compensation, vacation, pension benefits, 401(k) plan benefits, stock based compensation, or any other employee benefits, or any other rights arising under federal, state or local laws prohibiting discrimination and/or harassment on the basis of race, color, age, religion, sexual orientation, religious creed, sex, national origin, ancestry, alienage, citizenship, nationality, mental or physical disability, denial of family and medical care leave, medical condition (including cancer and genetic characteristics), marital status, military status, gender identity, harassment or any other basis prohibited by law. Notwithstanding this Section 2, this Section does not release the Company from any obligation expressly set forth in this Agreement, obligations under the stock option agreements set forth in Exhibit A, obligations related to indemnification under the Company's applicable organizational documents, or obligations not waivable by applicable law.

3. **No Claims Filed**. As a condition of the Company entering into this Agreement, you further represent that you have not filed against the Company or any of the other Releasees, any complaints, claims or lawsuits with any court, administrative agency or arbitral tribunal prior to the date hereof, and that you have not transferred to any other person any such complaints, claims or lawsuits. You understand that by signing this Agreement, you waive your right to any monetary recovery in connection with a local, state or federal governmental agency proceeding and you waive your right to file a claim seeking monetary damages in any court, administrative agency or arbitral tribunal.

4. **Reservation of Rights**. You understand that nothing contained in this Agreement limits your ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). You further understand that this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit your right to receive an award for information provided to any Government Agencies.

5. **Other Agreement.** You understand and acknowledge that you remain bound by any and all agreements with the Company with regard to confidential information, assignment of rights in intellectual property, non-competition, non-disparagement, and non-solicitation that by their terms remain in effect, including, without limitation, the Change in Control Agreement. For the avoidance of doubt, you acknowledge and agree that the provisions of Sections 5 and 10 of the Change in Control Agreement shall continue to remain in full force and effect pursuant to its terms and that you shall honor them.

6. **Confidentiality of Agreement**. You and the Company agree that the terms of this Agreement are CONFIDENTIAL. You and the Company agree not to tell anyone about this Agreement and not to disclose any information contained in this Agreement to anyone, other than to your or the Company's lawyers or financial advisors or your immediate family members, in each case to the extent necessary to administer this Agreement, to enforce this Agreement, or to respond to a valid subpoena or other legal process; provided that any such disclosure by you to your lawyers, financial advisors or immediate family members shall be conditioned on your first informing such persons that they must keep this Agreement and its contents confidential.

7. **Breach of this Agreement**. You promise to abide by the terms and conditions in this Agreement, and you understand that if you do not, the Company shall be entitled to attorneys' fees and any other damages incurred due to such breach, except that this provision will not apply if you file a lawsuit challenging the validity of this Agreement.

8. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to any conflicts of laws principles thereof that would give effect to the laws of another jurisdiction).

9. **Entire Agreement**. This Agreement constitutes the entire agreement between you and the Company and supersedes all other agreements between you and the Company, except as otherwise provided herein. You confirm that in signing this Agreement you have not relied on any warranty, representation, assurance, or promise of any kind whatsoever other than as expressly set out in this Agreement.

10. **Waiver**. By signing this Agreement, you acknowledge that:

    (a) You have carefully read and understand this Agreement;

(b) The Company advised you to consult with an attorney and/or any other advisors of your choice before signing this Agreement;

(c) You have been given 21 days to consider your rights and obligations under this Agreement and to consult with an attorney about both;

(d) You understand that this Agreement is **LEGALLY BINDING** and by signing it you give up certain rights;

(e) You have voluntarily chosen to enter into this Agreement and have not been forced or pressured in any way to sign it;

(f) You acknowledge and agree that the benefit described in Section 1 of this Agreement is contingent on execution of this Agreement, which releases all of your claims against the Company and the Releasees, and you **KNOWINGLY AND VOLUNTARILY AGREE TO RELEASE** the Company and the Releasees from any and all claims you may have, known or unknown, in exchange for the benefits you have obtained by signing, and that these benefits are in addition to any benefit you would have otherwise received if you did not sign this Agreement;

(g) You have seven (7) days after you sign this Agreement to revoke it by notifying the Company in writing. The Agreement will not become effective or enforceable until the seven (7) day revocation period has expired (the date this Agreement becomes effective and irrevocable, the "Effective Date");

(h) This Agreement includes a **WAIVER OF ALL RIGHTS AND CLAIMS** you may have under the Age Discrimination in Employment Act of 1967 (29 U.S.C. §621 *et seq.*); and

(i) This Agreement does not waive any rights or claims that may arise after this Agreement becomes effective, which is seven (7) days after you sign it, provided that you do not exercise your right to revoke this Agreement.

11. Return of Signed Agreement. You should return the signed Agreement to me on or before the date that is 21 days from the date hereof.

Sincerely,

/s/ David Allen
Name: David Allen
Title: CFO

Read, Accepted and Agreed to:

/s/ Sebastian Giordano
Sebastian Giordano

January 30, 2018
Date

EXHIBIT A
STOCK OPTION AGREEMENTS

Option Agreement Date	Quantity Issued	Strike Price
February 28, 2013	130	$ 8.58
April 24, 2014	11,364	$ 26.40
August 6, 2015	50,000	$ 1.19
September 29, 2015	650,000	$ 1.32
April 24, 2016	150,000	$ 1.26
April 28, 2017	100,000	$ 1.35
April 28, 2017 (on merger closing)	200,000	$ 1.35

Exhibit 10.3

January 30, 2018

Personal and Confidential
David Allen

Dear David:

This letter (this "Agreement") will confirm the following terms in connection with the payment of certain benefits pursuant to the Change in Control Agreement by and between WPCS International Incorporated (together with its successors and assigns, the "Company") and you, dated September 29, 2015 (the "Change in Control Agreement").

1. **Change in Control Payment.** Provided that you execute, deliver, and do not revoke this Agreement, the Company will pay you the benefit described in Section 4 of the Change in Control Agreement (the "Change in Control Payment") in accordance with the terms of the Change in Control Agreement; provided, however, that the Change in Control Payment shall paid on the first practicable payroll date following the Effective Date.

2. **Release.** In consideration for the payments, benefits and other promises and covenants set forth herein, you voluntarily, knowingly and willingly release and forever discharge the Company, its subsidiaries, affiliates and parents, together with each of those entities' respective current and former officers, directors, shareholders, employees, agents, fiduciaries and administrators (collectively, the "Releasees") from any and all claims and rights of any nature whatsoever which you may have against them, whether known or unknown, suspected or unsuspected. This release includes, but is not limited to, any rights or claims relating in any way to your employment or service relationship with the Company or any of the other Releasees or the separation or termination thereof, any contract claims (express or implied, written or oral), or any rights or claims under any statute, including, without limitation, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers' Benefit Protection Act, the Rehabilitation Act of 1973 (including Section 504 thereof), Title VII of the 1964 Civil Rights Act, the Civil Rights Act of 1866 (42 U.S.C. § 1981), the Civil Rights Act of 1991, the Equal Pay Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act of 1974, the Family Medical Leave Act, the Lilly Ledbetter Fair Pay Act, and the Genetic Information Non-Discrimination Act, all as amended, and any other federal, state or local law. This release specifically includes, but is not limited to, any claims based upon the right to the payment of wages, bonuses, equity awards, carried interest, incentive and performance compensation, vacation, pension benefits, 401(k) plan benefits, stock based compensation, or any other employee benefits, or any other rights arising under federal, state or local laws prohibiting discrimination and/or harassment on the basis of race, color, age, religion, sexual orientation, religious creed, sex, national origin, ancestry, alienage, citizenship, nationality, mental or physical disability, denial of family and medical care leave, medical condition (including cancer and genetic characteristics), marital status, military status, gender identity, harassment or any other basis prohibited by law. Notwithstanding this Section 2, this Section does not release the Company from any obligation expressly set forth in this Agreement, obligations under the stock option agreements set forth in Exhibit A, obligations related to indemnification under the Company's applicable organizational documents, or obligations not waivable by applicable law.

3. **No Claims Filed**. As a condition of the Company entering into this Agreement, you further represent that you have not filed against the Company or any of the other Releasees, any complaints, claims or lawsuits with any court, administrative agency or arbitral tribunal prior to the date hereof, and that you have not transferred to any other person any such complaints, claims or lawsuits. You understand that by signing this Agreement, you waive your right to any monetary recovery in connection with a local, state or federal governmental agency proceeding and you waive your right to file a claim seeking monetary damages in any court, administrative agency or arbitral tribunal.

4. **Reservation of Rights**. You understand that nothing contained in this Agreement limits your ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). You further understand that this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit your right to receive an award for information provided to any Government Agencies.

5. **Other Agreement.** You understand and acknowledge that you remain bound by any and all agreements with the Company with regard to confidential information, assignment of rights in intellectual property, non-competition, non-disparagement, and non-solicitation that by their terms remain in effect, including, without limitation, the Change in Control Agreement. For the avoidance of doubt, you acknowledge and agree that the provisions of Sections 5 and 10 of the Change in Control Agreement shall continue to remain in full force and effect pursuant to its terms and that you shall honor them.

6. **Confidentiality of Agreement**. You and the Company agree that the terms of this Agreement are CONFIDENTIAL. You and the Company agree not to tell anyone about this Agreement and not to disclose any information contained in this Agreement to anyone, other than to your or the Company's lawyers or financial advisors or your immediate family members, in each case to the extent necessary to administer this Agreement, to enforce this Agreement, or to respond to a valid subpoena or other legal process; provided that any such disclosure by you to your lawyers, financial advisors or immediate family members shall be conditioned on your first informing such persons that they must keep this Agreement and its contents confidential.

7. **Breach of this Agreement**. You promise to abide by the terms and conditions in this Agreement, and you understand that if you do not, the Company shall be entitled to attorneys' fees and any other damages incurred due to such breach, except that this provision will not apply if you file a lawsuit challenging the validity of this Agreement.

8. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to any conflicts of laws principles thereof that would give effect to the laws of another jurisdiction).

9. **Entire Agreement**. This Agreement constitutes the entire agreement between you and the Company and supersedes all other agreements between you and the Company, except as otherwise provided herein. You confirm that in signing this Agreement you have not relied on any warranty, representation, assurance, or promise of any kind whatsoever other than as expressly set out in this Agreement.

10. **Waiver**. By signing this Agreement, you acknowledge that:

(a) You have carefully read and understand this Agreement;

(b) The Company advised you to consult with an attorney and/or any other advisors of your choice before signing this Agreement;

(c) You have been given 21 days to consider your rights and obligations under this Agreement and to consult with an attorney about both;

(d) You understand that this Agreement is **LEGALLY BINDING** and by signing it you give up certain rights;

(e) You have voluntarily chosen to enter into this Agreement and have not been forced or pressured in any way to sign it;

(f) You acknowledge and agree that the benefit described in Section 1 of this Agreement is contingent on execution of this Agreement, which releases all of your claims against the Company and the Releasees, and you **KNOWINGLY AND VOLUNTARILY AGREE TO RELEASE** the Company and the Releasees from any and all claims you may have, known or unknown, in exchange for the benefits you have obtained by signing, and that these benefits are in addition to any benefit you would have otherwise received if you did not sign this Agreement;

(g) You have seven (7) days after you sign this Agreement to revoke it by notifying the Company in writing. The Agreement will not become effective or enforceable until the seven (7) day revocation period has expired (the date this Agreement becomes effective and irrevocable, the "Effective Date");

(h) This Agreement includes a **WAIVER OF ALL RIGHTS AND CLAIMS** you may have under the Age Discrimination in Employment Act of 1967 (29 U.S.C. §621 *et seq.*); and

(i) This Agreement does not waive any rights or claims that may arise after this Agreement becomes effective, which is seven (7) days after you sign it, provided that you do not exercise your right to revoke this Agreement.

11. Return of Signed Agreement. You should return the signed Agreement to me on or before the date that is 21 days from the date hereof.

Sincerely,

/s/ Sebastian Giordano
Name: Sebastian Giordano
Title: Chief Executive Officer

Read, Accepted and Agreed to:

/s/ David Allen
David Allen

January 30, 2018
Date

EXHIBIT A
STOCK OPTION AGREEMENTS

Option Agreement Date	Quantity Issued	Strike Price
August 6, 2015	20,000	$ 1.19
September 29, 2015	325,000	$ 1.32
April 24, 2016	75,000	$ 1.26
April 28, 2017	75,000	$ 1.35
April 28, 2017 (on merger closing)	100,000	$ 1.35

Exhibit 10.4

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is dated as of September 6, 2017 and is entered into by and between Dropcar, Inc. (the "Company") and Spencer Richardson (the "Executive").

WHEREAS, the Company, WPCS International Incorporated ("Parent"), and certain other parties have entered into the Agreement and Plan of Merger and Reorganization, dated September 6, 2017 (the "Merger Agreement").

WHEREAS, the Company desires to employ the Executive and Executive desires to be employed by the Company, in each case upon the terms and subject to the conditions set forth herein, effective as of Effective Time (as defined in the Merger Agreement).

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Company and the Executive hereby agree as follows:

1. Employment. The Company hereby agrees to employ the Executive and the Executive hereby agrees to be employed by the Company upon the terms and subject to the conditions contained in this Agreement for the period beginning on the Effective Time (the date of the Effective Time, the "Effective Date") and ending on the third anniversary of the Effective Date (the "Initial Term"); provided, however, that commencing on the third anniversary of the Effective Date and on each anniversary of the Effective Date thereafter (each, an "Extension Date"), the Initial Term shall be automatically extended for an additional one (1) year period (each, a "Renewal Term"), unless the Company or the Executive provides the other at least ninety (90) days' prior written notice before the next Extension Date that Initial Term or Renewal Term, as applicable, shall not be extended. The period of time between the Effective Date and the termination of this Agreement shall be referred to herein as the "Employment Period". For the avoidance of doubt, this Agreement and Executive's employment shall be effective upon, and not be effective until, the Effective Time, and in the event that the Closing (as defined in the Merger Agreement) does not occur for any reason, this Agreement shall be null and *void ab initio*.

2. Position and Duties; Transition. The Company shall employ the Executive during the Employment Period as its Chief Executive Officer. The Executive shall report to the Board of Directors of the Company (the "Board"). The Executive shall serve as a member of the Board during such time that Executive serves as the Company's Chief Executive Officer. During the Employment Period, the Executive shall perform faithfully and loyally and to the best of the Executive's abilities the duties associated with Executive's position and such other duties assigned to the Executive, from time-to-time, and shall devote the Executive's full business time, attention and effort to the affairs of the Company and shall use the Executive's best efforts to promote the interests of the Company.

3. Compensation.

(a) Base Salary. The Company shall pay to the Executive an initial base salary at the rate of $275,000 per annum, payable in accordance with the Company's standard payroll policies. On the first anniversary of the Effective Date and each anniversary thereafter, the then-current base salary shall be increased by 10%. The base salary, as increased in accordance with this Section 3(a), will thereinafter be referred to as the "Base Salary."

(b) Closing Payment. The Company will pay you a closing payment of $250,000, less all applicable withholdings, on the Effective Date.

(c) Quarterly Bonus. During the Employment Period and commencing in the first full calendar quarter following the Effective Date, Executive will be entitled to participate in the Company's quarterly bonus program (the "Quarterly Bonus"); provided, however, that Executive shall be entitled to a minimum guaranteed Quarterly Bonus of $12,500, payable within thirty (30) days following the end of the applicable calendar quarter. Executive must be an active employee of the Company on the end of the applicable calendar quarter in order to be eligible for and to be deemed as having earned any Quarterly Bonus.

(d) Milestone Bonus. The Executive shall be eligible to earn a bonus (the "Milestone Bonus") based on the Company's achievement of certain milestones as set forth in Exhibit A, so long as the Executive is employed by the Company on the date the milestone was achieved.

(e) Anniversary Option Grant. On the first anniversary of the Effective Date and each anniversary thereafter, the Executive shall be entitled to a grant of an option (the "Option") pursuant to an equity incentive plan adopted or to be adopted by the Parent (the "Plan") for the purchase a number of Shares that is equivalent to 1% of the outstanding Shares (on a fully diluted basis) as of the date of grant ("Shares"), at an exercise price per Share equal to the fair market value of a Share on the date of grant determined in accordance with the Plan. Subject to Executive's continued employment through each applicable vesting date, the Option shall vest and become exercisable in accordance with the following schedule: (i) one-eighth (1/8th) of the Shares shall vest and become exercisable on the ninetieth (90th) day following the date of grant (the "Initial Vesting Date"); (ii) one-eighth (1/8th) of the Shares shall vest and become exercisable on each ninetieth (90th) day anniversary of the Initial Vesting Date such that the Shares shall be fully vested as of the seven hundred and twentieth (720th) day following the date of grant; and (iii) to the extent unvested, one-hundred percent (100%) of the Option shall vest upon a Change of Control of the Company. The Option shall be subject to and be governed by the terms of the Plan and an option award agreement to be provided by the Parent. As used herein, "Change of Control" means a "change in the ownership" of, or a "change in the effective control" of, the Company, or a change in the "ownership of a substantial portion of the assets" of the Company" within the meaning of Section 409A of the Code.

(f) Milestone Option Grant. On the Effective Date, the Company shall cause Parent to grant to Executive an option (the "Milestone Option") pursuant to the Plan for the purchase a number of Shares that is equivalent to 1% of the outstanding Shares (on a fully diluted basis) for each applicable Milestone listed in Exhibit B, at an exercise price per Share equal to the fair market value of a Share on the date of grant determined in accordance with the Plan. Subject to Executive's continued employment through each applicable vesting date, the Milestone Option shall vest and become exercisable based on the Company's achievement of certain milestones as set forth in Exhibit B.

(g) Automobile Allowance. During the Employment Period, the Company will provide the Executive with an automobile allowance of $600 per each month for the Executive's personal automobile expenses, payable monthly in accordance with the normal payroll practices of the Company, less applicable deductions and withholding as required by law.

(h) Indemnification; D&O Insurance. With respect to any claim, loss, damage or expense (including attorneys' fees) arising from the performance by Executive of his duties as an officer or member of the Board or any of its subsidiaries (or in any other capacity on behalf of the Company or any of its subsidiaries) (but excluding any of the foregoing that relate to a material breach by Executive of the terms of this Agreement), during the Employment Period and for a ten (10) year period following the end of the Employment Period, Executive shall be entitled to indemnification and advancement of expenses by the Company to the fullest extent permitted by law, as set forth in the bylaws of the Company as in effect on the date hereof and under any directors' and officers' liability insurance policy of the Company that may be in effect from time to time. The Company agrees that it shall purchase and maintain in effect during the Employment Period and for a ten (10) year period following the end of the Employment Period, a directors' and officers' liability insurance policy that provides coverage for all acts that occur during the Employment Period.

(i) Expenses. During the Employment Period, the Company shall reimburse Executive for all reasonable business expenses incurred in the conduct of Executive's duties hereunder in accordance with the applicable expense reimbursement policies of the Company.

(j) Other Benefits. During the Employment Period, the Executive shall be eligible to participate in the Company's vacation and employee benefit plans, including, without limitation, the Company's medical, dental, and disability plans, generally available to employees of the Company, subject to the terms and conditions of such plans; provided, however, that the Company shall pay the premiums associated with the Executive's participation in the Company's medical and dental plans. Nothing in this Agreement shall preclude the Company from amending or terminating any benefit plan or practice.

4. Consequences of Termination.

(a) In General. Executive's employment may not be terminated by the Company except for Cause prior to the end of the Initial Term. If the Executive's employment with the Company terminates for any reason, the Executive shall be entitled to: (i) the payment of any amount of unpaid Base Salary through and including the date of Executive's termination (the "Termination Date"); (ii) payment of any unused vacation, accrued through the Termination Date; (iii) reimbursement of any previously unreimbursed travel and business expenses accrued through the Termination Date; (iv) continuation of any group health benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or any similar applicable state law at Executive's or his dependents expense; and (v) any vested rights that Executive may have with respect to any benefits plans of the Company (the payments and benefits described in Sections 4(a)(i) through (v), collectively, the "Accrued Benefits"). Except as set forth in the preceding sentence and in Sections 3(i) and 4(b) below, the Company shall not have any further obligation hereunder to Executive following any such termination.

(b) Separation Payments. If Executive's employment is terminated by the Company without Cause (including as a result of the Executive's death or Disability) following the end of the Initial term, by Executive for Good Reason, or the Initial Term is not renewed by the Company, then the Company shall: (i) subject to Section 6, continue to pay to Executive one-twelfth (1/12) of the annual Base Salary each month for a twenty-four (24) month period commencing on the first scheduled payroll date immediately following the Termination Date, at the rate in effect at the time of termination, payable in accordance with the Company's normal payroll practices; (ii) pay to Executive a single lump sum payment of $100,000, such amount representing the guaranteed minimum Quarterly Bonus for the twenty-four (24) month period following the Termination Date, such amount payable on the first scheduled payroll date immediately following the Termination Date; and (iii) to the extent unvested, fully accelerate the vesting of any outstanding options, including, without limitation, the Option, any Subsequent Option, and any Milestone Option, such that all outstanding options are fully vested as of the Termination Date.

(c) Cause. For purposes of this Agreement, "Cause" means any of the following: (i) Executive's engaging in any material acts of fraud, theft, or embezzlement in connection with the performance of his duties hereunder; (ii) Executive's conviction for any felony, including any plea of guilty or nolo contendere; and/or (iii) Executive's providing services, in any capacity, to a business that is in direct competition with the Company.

(d) Good Reason. For purposes of this Agreement, "Good Reason" means, without Executive's consent: (i) a reduction in Executive's Base Salary; (ii) a diminution in Executive's duties, authorities, or responsibilities, provided, that there shall be no Good Reason if Executive is given a position of materially similar overall scope and responsibility at the Company or its successor or the parent of either thereof following a corporate transaction; or (iii) the Company's breach of a material provision of this Agreement, which remains uncured thirty (30) days after reasonably detailed notice from Executive to the Board. Executive must give the Board notice no later than the sixtieth (60th) day following the initial occurrence of the condition constituting "Good Reason."

(e) Disability. For purposes of this Agreement, "Disability" means Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

(f) Obligations of Parent. The Company will cause Parent to assume any obligations under this Agreement should the Company fail to perform or otherwise breach any obligations under this Agreement.

5. Federal and State Withholding. The Company shall deduct from the amounts payable to the Executive pursuant to this Agreement the amount of all required federal, state and local withholding taxes in accordance with the Executive's Form W-4 on file with the Company, and all applicable federal employment taxes.

6. Section 409A Compliance. This Agreement and any payments or benefits provided hereunder shall be interpreted, operated and administered in a manner intended to avoid the imposition of additional taxes under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). Further, the Company and Executive hereto acknowledge and agree that the form and timing of the payments and benefits to be provided pursuant to this Agreement are intended to be exempt from, or to comply with, one or more exceptions to the requirements of Section 409A of the Code. Notwithstanding anything contained herein to the contrary, to the extent required to avoid accelerated taxation or tax penalties under Section 409A of the Code, Executive shall not be considered to have terminated employment for purposes of this Agreement and no payments shall be due to Executive under this Agreement that are payable upon Executive's termination of employment until Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A of the Code. In addition, for purposes of this Agreement, each amount to be paid or benefit to be provided to Executive pursuant to this Agreement shall be construed as a separate identified payment for purposes of Section 409A of the Code. If the Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Executive, and (ii) the date of the Executive's death, to the extent required under Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 7 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. With respect to expenses eligible for reimbursement under the terms of this Agreement: (i) the amount of such expenses eligible for reimbursement in any taxable year shall not affect the expenses eligible for reimbursement in another taxable year; and (ii) any reimbursements of such expenses shall be made no later than the end of the calendar year following the calendar year in which the related expenses were incurred, except, in each case, to the extent that the right to reimbursement does not provide for a "deferral of compensation" within the meaning of Section 409A of the Code. In addition, notwithstanding any provision of this Agreement to the contrary, the Company and its affiliates, subsidiaries, successors, and each of its officers, directors, employees and representatives, neither represent nor warrant the tax treatment under any federal, state, local, or foreign laws or regulations thereunder (individually and collectively referred to as the "Tax Laws") of any payment or benefits contemplated by this Agreement including, but not limited to, when and to what extent such payments or benefits may be subject to tax, penalties and interest under the Tax Laws.

7 . **Clawback Policy**. Any amounts paid pursuant to this Agreement shall be subject to recoupment in accordance with any clawback policy that the Company has adopted or is required in the future to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law.

8 . **Restrictive Covenant Agreement.** Executive acknowledges that the terms and conditions set forth in the Proprietary Information, Inventions and Non-Solicitation Agreement between Executive and the Company (the "Restrictive Covenant Agreement") shall continue to apply, including, without limitation, the terms of the confidentiality, non-solicit, and non-competition provisions provided therein.

9 . **Survival**. Sections 4 through 15 of this Agreement shall survive and continue in full force and effect in accordance with their respective terms, notwithstanding any termination of the Employment Period.

10 . **Notices**. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement to any party hereunder shall be in writing and deemed given if addressed as provided below (or at such other address as the addressee shall have specified by notice actually received by the addressor) and if either (a) actually delivered in fully legible form, to such address, (b) in the case of any nationally recognized overnight express mail service, one day shall have elapsed after the same shall have been deposited with such service or (c) if by email, on the day on which such email was sent.

If to the Company, to the Company's principal place of business.

If to the Executive, to the address and facsimile last on file with the Company.

11. **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

12 . **Entire Agreement**. This Agreement and the Restrictive Covenant Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, which may have related in any manner to the subject matter hereof including, but not limited to any other understandings, agreements or representations between Executive and the Company or any subsidiary or affiliate of the Company.

13. **Successors and Assigns**. This Agreement shall be enforceable by the Executive and the Executive's heirs, executors, administrators and legal representatives, and by the Company and its successors and assigns.

14. **Governing Law**. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without regard to principles of conflict of laws.

15. **Amendment and Waiver**. The provisions of this Agreement may be amended or waived only by the written agreement of the Company and the Executive, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

16. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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

DROPCAR, INC.

By: /s/ David Newman

Name: David Newman

Title: Treasurer and Secretary

EXECUTIVE

/s/ Michael Spencer Richardson
Michael Spencer Richardson

[Signature Page to Employment Agreement]

EXHIBIT A
MILESTONE BONUS

Executive shall be entitled to a bonus payment (each such payment, a "Milestone Bonus") based on the Company's achievement of the Milestones set forth in the tables below; provided, however, that Executive must be employed on the date of payment of the applicable Milestone Bonus in order to earn and be paid the Milestone Bonus. Determinations with regards to whether a Milestone has been achieved shall be in the sole discretion of the Company.

The Milestone Bonus will be paid within thirty (30) days of the Company's achievement of the applicable Milestone. The amount of the Milestone Bonus shall be determined as set forth opposite the applicable milestone achieved in the tables below:

Consumer Milestones

Milestone Achieved	Milestone Bonus	
The Company's achievement of the earlier of: (a) 2,000 or more consumer subscriptions in any calendar month; or (b) an annual run rate in excess of $8,000,000 (as measured at the end of an applicable calendar month)	$	50,000
The Company's achievement of the earlier of: (a) 5,000 or more consumer subscriptions in any calendar month; or (b) an annual run rate in excess of $20,000,000 (as measured at the end of an applicable calendar month)	$	250,000
The Company's achievement of 10,000 or more consumer subscriptions in any calendar month	$	500,000
The Company's achievement of 70,000 cumulative lifetime WILL hours	$	25,000
The Company's achievement of 250,000 cumulative lifetime WILL hours	$	75,000

B2B Milestones

Milestone Achieved	Milestone Bonus	
The Company's achievement, over any consecutive 2 calendar month period, of an average of over 2,000 monthly movements	$	25,000
The Company's achievement, over any consecutive 2 calendar month period, of an average of over 5,000 monthly movements	$	75,000
The Company's achievement, over any consecutive 2 calendar month period, of an average of over 10,000 monthly movements	$	200,000

Other Milestones

Milestone Achieved	Milestone Bonus	
The Company's achievement of $5,000 in contracted or recognized revenue in a single calendar month for any new metropolitan area	$	50,000 per metropolitan area
The Company's achievement of a $50,000,000 market cap*	$	500,000
The Company's achievement of a $100,000,000 market cap*	$	1,000,000
The Company's achievement of a $500,000,000 market cap*	$	5,000,000

*For purposes of this Exhibit A, "market cap" shall be determined based on the average closing price of a share of the Company's common stock during any 30 day trading window.

EXHIBIT B
MILESTONE OPTIONS

Subject to Executive's continued employment through each applicable vesting date, the Milestone Option shall vest and become exercisable based on the Company's achievement of the Milestones set forth in the table below. The achievement of each Milestone shall represent 1% of the outstanding Shares (on a fully diluted basis), which, for the avoidance of doubt, shall mean that the Milestone Option, in the aggregate, equals 5% of the outstanding Shares (on a fully diluted basis). Notwithstanding the foregoing, to the extent unvested, one-hundred percent (100%) of the Milestone Option shall vest upon a Change of Control of the Company.

Milestone Achieved	Milestone Option
The Company's achievement of the earlier of: (a) $4,000,000 or more revenue for the period beginning on the Effective Date and ending on the last day of the fourth quarter for 2017; or (b) an annual run rate in excess of $6,000,000 (as measured at the end of an applicable calendar month).	20% of the outstanding Shares subject to the Milestone Option shall vest and become exercisable
The Company's achievement of the earlier of: (a) $5,000,000 or more revenue for the period beginning on the Effective Date and ending on the last day of the second quarter for 2018; or (b) an annual run rate in excess of $8,000,000 (as measured at the end of an applicable calendar month).	20% of the outstanding Shares subject to the Milestone Option shall vest and become exercisable
The Company's achievement of the earlier of: (a) $10,000,000 or more revenue for the period beginning on the Effective Date and ending on the last day of the fourth quarter for 2018; or (b) an annual run rate in excess of $15,000,000 (as measured at the end of an applicable calendar month).	20% of the outstanding Shares subject to the Milestone Option shall vest and become exercisable
The Company's achievement of the earlier of: (a) $15,000,000 or more revenue for the period beginning on the Effective Date and ending on the last day of the second quarter for 2019; or (b) an annual run rate in excess of $20,000,000 (as measured at the end of an applicable calendar month).	20% of the outstanding Shares subject to the Milestone Option shall vest and become exercisable
The Company's achievement of the earlier of: (a) $30,000,000 or more revenue for the period beginning on the Effective Date and ending on the last day of the fourth quarter for 2019; or (b) an annual run rate in excess of $40,000,000 (as measured at the end of an applicable calendar month).	20% of the outstanding Shares subject to the Milestone Option shall vest and become exercisable

Determinations with regards to whether a Milestone has been achieved shall be in the sole discretion of the Company. The Milestone Option shall be subject to and be governed by the terms of the Plan and an option award agreement to be provided by the Parent.

Exhibit 10.5

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is dated as of September 6, 2017 and is entered into by and between Dropcar, Inc. (the "Company") and David Newman (the "Executive").

WHEREAS, the Company, WPCS International Incorporated ("Parent"), and certain other parties have entered into the Agreement and Plan of Merger and Reorganization, dated September 6, 2017 (the "Merger Agreement").

WHEREAS, the Company desires to employ the Executive and Executive desires to be employed by the Company, in each case upon the terms and subject to the conditions set forth herein, effective as of Effective Time (as defined in the Merger Agreement).

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Company and the Executive hereby agree as follows:

1 . **Employment**. The Company hereby agrees to employ the Executive and the Executive hereby agrees to be employed by the Company upon the terms and subject to the conditions contained in this Agreement for the period beginning on the Effective Time (the date of the Effective Time, the "Effective Date") and ending on the third anniversary of the Effective Date (the "Initial Term"); provided, however, that commencing on the third anniversary of the Effective Date and on each anniversary of the Effective Date thereafter (each, an "Extension Date"), the Initial Term shall be automatically extended for an additional one (1) year period (each, a "Renewal Term"), unless the Company or the Executive provides the other at least ninety (90) days' prior written notice before the next Extension Date that Initial Term or Renewal Term, as applicable, shall not be extended. The period of time between the Effective Date and the termination of this Agreement shall be referred to herein as the "Employment Period". For the avoidance of doubt, this Agreement and Executive's employment shall be effective upon, and not be effective until, the Effective Time, and in the event that the Closing (as defined in the Merger Agreement) does not occur for any reason, this Agreement shall be null and *void ab initio*.

2 . **Position and Duties; Transition**. The Company shall employ the Executive during the Employment Period as its Chief Business Development Officer. The Executive shall report to the Board of Directors of the Company (the "Board"). The Executive shall serve as a member of the Board during such time that Executive serves as the Company's Chief Business Development Officer. During the Employment Period, the Executive shall perform faithfully and loyally and to the best of the Executive's abilities the duties associated with Executive's position and such other duties assigned to the Executive, from time-to-time, and shall devote the Executive's full business time, attention and effort to the affairs of the Company and shall use the Executive's best efforts to promote the interests of the Company. Notwithstanding anything to the contrary, Executive shall be permitted to maintain a license and perform such activities in furtherance of maintaining a license with Brock Securities, LLC, provided that such service does not materially interfere with Executive's service to the Company.

3. **Compensation.**

(a) Base Salary. The Company shall pay to the Executive an initial base salary at the rate of $275,000 per annum, payable in accordance with the Company's standard payroll policies. On the first anniversary of the Effective Date and each anniversary thereafter, the then-current base salary shall be increased by 10%. The base salary, as increased in accordance with this Section 3(a), will thereinafter be referred to as the "Base Salary."

(b) Closing Payment. The Company will pay you a closing payment of $250,000, less all applicable withholdings, on the Effective Date.

(c) Quarterly Bonus. During the Employment Period and commencing in the first full calendar quarter following the Effective Date, Executive will be entitled to participate in the Company's quarterly bonus program (the "Quarterly Bonus"); provided, however, that Executive shall be entitled to a minimum guaranteed Quarterly Bonus of $12,500, payable within thirty (30) days following the end of the applicable calendar quarter. Executive must be an active employee of the Company on the end of the applicable calendar quarter in order to be eligible for and to be deemed as having earned any Quarterly Bonus.

(d) Milestone Bonus. The Executive shall be eligible to earn a bonus (the "Milestone Bonus") based on the Company's achievement of certain milestones as set forth in Exhibit A, so long as the Executive is employed by the Company on the date the milestone was achieved.

(e) Anniversary Option Grant. On the first anniversary of the Effective Date and each anniversary thereafter, the Executive shall be entitled to a grant of an option (the "Option") pursuant to an equity incentive plan adopted or to be adopted by the Parent (the "Plan") for the purchase a number of Shares that is equivalent to 1% of the outstanding Shares (on a fully diluted basis) as of the date of grant ("Shares"), at an exercise price per Share equal to the fair market value of a Share on the date of grant determined in accordance with the Plan. Subject to Executive's continued employment through each applicable vesting date, the Option shall vest and become exercisable in accordance with the following schedule: (i) one-eighth (1/8th) of the Shares shall vest and become exercisable on the ninetieth (90th) day following the date of grant (the "Initial Vesting Date"); (ii) one-eighth (1/8th) of the Shares shall vest and become exercisable on each ninetieth (90th) day anniversary of the Initial Vesting Date such that the Shares shall be fully vested as of the seven hundred and twentieth (720th) day following the date of grant; and (iii) to the extent unvested, one-hundred percent (100%) of the Option shall vest upon a Change of Control of the Company. The Option shall be subject to and be governed by the terms of the Plan and an option award agreement to be provided by the Parent. As used herein, "Change of Control" means a "change in the ownership" of, or a "change in the effective control" of, the Company, or a change in the "ownership of a substantial portion of the assets" of the Company" within the meaning of Section 409A of the Code.

(f) Milestone Option Grant. On the Effective Date, the Company shall cause Parent to grant to Executive an option (the "Milestone Option") pursuant to the Plan for the purchase a number of Shares that is equivalent to 1% of the outstanding Shares (on a fully diluted basis) for each applicable Milestone listed in Exhibit B, at an exercise price per Share equal to the fair market value of a Share on the date of grant determined in accordance with the Plan. Subject to Executive's continued employment through each applicable vesting date, the Milestone Option shall vest and become exercisable based on the Company's achievement of certain milestones as set forth in Exhibit B.

(g) Automobile Allowance. During the Employment Period, the Company will provide the Executive with an automobile allowance of $600 per each month for the Executive's personal automobile expenses, payable monthly in accordance with the normal payroll practices of the Company, less applicable deductions and withholding as required by law.

(h) Indemnification; D&O Insurance. With respect to any claim, loss, damage or expense (including attorneys' fees) arising from the performance by Executive of his duties as an officer or member of the Board or any of its subsidiaries (or in any other capacity on behalf of the Company or any of its subsidiaries) (but excluding any of the foregoing that relate to a material breach by Executive of the terms of this Agreement), during the Employment Period and for a ten (10) year period following the end of the Employment Period, Executive shall be entitled to indemnification and advancement of expenses by the Company to the fullest extent permitted by law, as set forth in the bylaws of the Company as in effect on the date hereof and under any directors' and officers' liability insurance policy of the Company that may be in effect from time to time. The Company agrees that it shall purchase and maintain in effect during the Employment Period and for a ten (10) year period following the end of the Employment Period, a directors' and officers' liability insurance policy that provides coverage for all acts that occur during the Employment Period.

(i) Expenses. During the Employment Period, the Company shall reimburse Executive for all reasonable business expenses incurred in the conduct of Executive's duties hereunder in accordance with the applicable expense reimbursement policies of the Company.

(j) Other Benefits. During the Employment Period, the Executive shall be eligible to participate in the Company's vacation and employee benefit plans, including, without limitation, the Company's medical, dental, and disability plans, generally available to employees of the Company, subject to the terms and conditions of such plans; provided, however, that the Company shall pay the premiums associated with the Executive's participation in the Company's medical and dental plans. Nothing in this Agreement shall preclude the Company from amending or terminating any benefit plan or practice.

4. Consequences of Termination.

(a) In General. Executive's employment may not be terminated by the Company except for Cause prior to the end of the Initial Term. If the Executive's employment with the Company terminates for any reason, the Executive shall be entitled to: (i) the payment of any amount of unpaid Base Salary through and including the date of Executive's termination (the "Termination Date"); (ii) payment of any unused vacation, accrued through the Termination Date; (iii) reimbursement of any previously unreimbursed travel and business expenses accrued through the Termination Date; (iv) continuation of any group health benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or any similar applicable state law at Executive's or his dependents expense; and (v) any vested rights that Executive may have with respect to any benefits plans of the Company (the payments and benefits described in Sections 4(a)(i) through (v), collectively, the "Accrued Benefits"). Except as set forth in the preceding sentence and in Sections 3(i) and 4(b) below, the Company shall not have any further obligation hereunder to Executive following any such termination.

(b) Separation Payments. If Executive's employment is terminated by the Company without Cause (including as a result of the Executive's death or Disability) following the end of the Initial term, by Executive for Good Reason, or the Initial Term is not renewed by the Company, then the Company shall: (i) subject to Section 6, continue to pay to Executive one-twelfth (1/12) of the annual Base Salary each month for a twenty-four (24) month period commencing on the first scheduled payroll date immediately following the Termination Date, at the rate in effect at the time of termination, payable in accordance with the Company's normal payroll practices; (ii) pay to Executive a single lump sum payment of $100,000, such amount representing the guaranteed minimum Quarterly Bonus for the twenty-four (24) month period following the Termination Date, such amount payable on the first scheduled payroll date immediately following the Termination Date; and (iii) to the extent unvested, fully accelerate the vesting of any outstanding options, including, without limitation, the Option, any Subsequent Option, and any Milestone Option, such that all outstanding options are fully vested as of the Termination Date.

(c) Cause. For purposes of this Agreement, "Cause" means any of the following: (i) Executive's engaging in any material acts of fraud, theft, or embezzlement in connection with the performance of his duties hereunder; (ii) Executive's conviction for any felony, including any plea of guilty or nolo contendere; and/or (iii) Executive's providing services, in any capacity, to a business that is in direct competition with the Company.

(d) Good Reason. For purposes of this Agreement, "Good Reason" means, without Executive's consent: (i) a reduction in Executive's Base Salary; (ii) a diminution in Executive's duties, authorities, or responsibilities, provided, that there shall be no Good Reason if Executive is given a position of materially similar overall scope and responsibility at the Company or its successor or the parent of either thereof following a corporate transaction; or (iii) the Company's breach of a material provision of this Agreement, which remains uncured thirty (30) days after reasonably detailed notice from Executive to the Board. Executive must give the Board notice no later than the sixtieth (60th) day following the initial occurrence of the condition constituting "Good Reason."

(e) Disability. For purposes of this Agreement, "Disability" means Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

(f) Obligations of Parent. The Company will cause Parent to assume any obligations under this Agreement should the Company fail to perform or otherwise breach any obligations under this Agreement.

5. Federal and State Withholding. The Company shall deduct from the amounts payable to the Executive pursuant to this Agreement the amount of all required federal, state and local withholding taxes in accordance with the Executive's Form W-4 on file with the Company, and all applicable federal employment taxes.

6. Section 409A Compliance. This Agreement and any payments or benefits provided hereunder shall be interpreted, operated and administered in a manner intended to avoid the imposition of additional taxes under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). Further, the Company and Executive hereto acknowledge and agree that the form and timing of the payments and benefits to be provided pursuant to this Agreement are intended to be exempt from, or to comply with, one or more exceptions to the requirements of Section 409A of the Code. Notwithstanding anything contained herein to the contrary, to the extent required to avoid accelerated taxation or tax penalties under Section 409A of the Code, Executive shall not be considered to have terminated employment for purposes of this Agreement and no payments shall be due to Executive under this Agreement that are payable upon Executive's termination of employment until Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A of the Code. In addition, for purposes of this Agreement, each amount to be paid or benefit to be provided to Executive pursuant to this Agreement shall be construed as a separate identified payment for purposes of Section 409A of the Code. If the Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Executive, and (ii) the date of the Executive's death, to the extent required under Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 7 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. With respect to expenses eligible for reimbursement under the terms of this Agreement: (i) the amount of such expenses eligible for reimbursement in any taxable year shall not affect the expenses eligible for reimbursement in another taxable year; and (ii) any reimbursements of such expenses shall be made no later than the end of the calendar year following the calendar year in which the related expenses were incurred, except, in each case, to the extent that the right to reimbursement does not provide for a "deferral of compensation" within the meaning of Section 409A of the Code. In addition, notwithstanding any provision of this Agreement to the contrary, the Company and its affiliates, subsidiaries, successors, and each of its officers, directors, employees and representatives, neither represent nor warrant the tax treatment under any federal, state, local, or foreign laws or regulations thereunder (individually and collectively referred to as the "Tax Laws") of any payment or benefits contemplated by this Agreement including, but not limited to, when and to what extent such payments or benefits may be subject to tax, penalties and interest under the Tax Laws.

7 . **Clawback Policy**. Any amounts paid pursuant to this Agreement shall be subject to recoupment in accordance with any clawback policy that the Company has adopted or is required in the future to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law.

8 . **Restrictive Covenant Agreement.** Executive acknowledges that the terms and conditions set forth in the Proprietary Information, Inventions and Non-Solicitation Agreement between Executive and the Company (the "Restrictive Covenant Agreement") shall continue to apply, including, without limitation, the terms of the confidentiality, non-solicit, and non-competition provisions provided therein.

9 . **Survival**. Sections 4 through 15 of this Agreement shall survive and continue in full force and effect in accordance with their respective terms, notwithstanding any termination of the Employment Period.

10 . **Notices**. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement to any party hereunder shall be in writing and deemed given if addressed as provided below (or at such other address as the addressee shall have specified by notice actually received by the addressor) and if either (a) actually delivered in fully legible form, to such address, (b) in the case of any nationally recognized overnight express mail service, one day shall have elapsed after the same shall have been deposited with such service or (c) if by email, on the day on which such email was sent.

If to the Company, to the Company's principal place of business.

If to the Executive, to the address and facsimile last on file with the Company.

11 . **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

12. **Entire Agreement**. This Agreement and the Restrictive Covenant Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, which may have related in any manner to the subject matter hereof including, but not limited to any other understandings, agreements or representations between Executive and the Company or any subsidiary or affiliate of the Company.

13. **Successors and Assigns**. This Agreement shall be enforceable by the Executive and the Executive's heirs, executors, administrators and legal representatives, and by the Company and its successors and assigns.

14. **Governing Law**. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without regard to principles of conflict of laws.

15. **Amendment and Waiver**. The provisions of this Agreement may be amended or waived only by the written agreement of the Company and the Executive, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

16. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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

DROPCAR, INC.

By: /s/ Michael Spencer Richardson

Name: Michael Spencer Richardson

Title: Chief Executive Officer

EXECUTIVE

/s/ David Newman
David Newman

[Signature Page to Employment Agreement]

EXHIBIT A
MILESTONE BONUS

Executive shall be entitled to a bonus payment (each such payment, a "Milestone Bonus") based on the Company's achievement of the Milestones set forth in the tables below; provided, however, that Executive must be employed on the date of payment of the applicable Milestone Bonus in order to earn and be paid the Milestone Bonus. Determinations with regards to whether a Milestone has been achieved shall be in the sole discretion of the Company.

The Milestone Bonus will be paid within thirty (30) days of the Company's achievement of the applicable Milestone. The amount of the Milestone Bonus shall be determined as set forth opposite the applicable milestone achieved in the tables below:

Consumer Milestones

Milestone Achieved	Milestone Bonus	
The Company's achievement of the earlier of: (a) 2,000 or more consumer subscriptions in any calendar month; or (b) an annual run rate in excess of $8,000,000 (as measured at the end of an applicable calendar month)	$	50,000
The Company's achievement of the earlier of: (a) 5,000 or more consumer subscriptions in any calendar month; or (b) an annual run rate in excess of $20,000,000 (as measured at the end of an applicable calendar month)	$	250,000
The Company's achievement of 10,000 or more consumer subscriptions in any calendar month	$	500,000
The Company's achievement of 70,000 cumulative lifetime WILL hours	$	25,000
The Company's achievement of 250,000 cumulative lifetime WILL hours	$	75,000

B2B Milestones

Milestone Achieved	Milestone Bonus	
The Company's achievement, over any consecutive 2 calendar month period, of an average of over 2,000 monthly movements	$	25,000
The Company's achievement, over any consecutive 2 calendar month period, of an average of over 5,000 monthly movements	$	75,000
The Company's achievement, over any consecutive 2 calendar month period, of an average of over 10,000 monthly movements	$	200,000

Other Milestones

Milestone Achieved	Milestone Bonus	
The Company's achievement of $5,000 in contracted or recognized revenue in a single calendar month for any new metropolitan area	$	50,000 per metropolitan area
The Company's achievement of a $50,000,000 market cap*	$	500,000
The Company's achievement of a $100,000,000 market cap*	$	1,000,000
The Company's achievement of a $500,000,000 market cap*	$	5,000,000

*For purposes of this Exhibit A, "market cap" shall be determined based on the average closing price of a share of the Company's common stock during any 30 day trading window.

EXHIBIT B
MILESTONE OPTIONS

Subject to Executive's continued employment through each applicable vesting date, the Milestone Option shall vest and become exercisable based on the Company's achievement of the Milestones set forth in the table below. The achievement of each Milestone shall represent 1% of the outstanding Shares (on a fully diluted basis), which, for the avoidance of doubt, shall mean that the Milestone Option, in the aggregate, equals 5% of the outstanding Shares (on a fully diluted basis). Notwithstanding the foregoing, to the extent unvested, one-hundred percent (100%) of the Milestone Option shall vest upon a Change of Control of the Company.

Milestone Achieved	Milestone Option
The Company's achievement of the earlier of: (a) $4,000,000 or more revenue for the period beginning on the Effective Date and ending on the last day of the fourth quarter for 2017; or (b) an annual run rate in excess of $6,000,000 (as measured at the end of an applicable calendar month).	20% of the outstanding Shares subject to the Milestone Option shall vest and become exercisable
The Company's achievement of the earlier of: (a) $5,000,000 or more revenue for the period beginning on the Effective Date and ending on the last day of the second quarter for 2018; or (b) an annual run rate in excess of $8,000,000 (as measured at the end of an applicable calendar month).	20% of the outstanding Shares subject to the Milestone Option shall vest and become exercisable
The Company's achievement of the earlier of: (a) $10,000,000 or more revenue for the period beginning on the Effective Date and ending on the last day of the fourth quarter for 2018; or (b) an annual run rate in excess of $15,000,000 (as measured at the end of an applicable calendar month).	20% of the outstanding Shares subject to the Milestone Option shall vest and become exercisable
The Company's achievement of the earlier of: (a) $15,000,000 or more revenue for the period beginning on the Effective Date and ending on the last day of the second quarter for 2019; or (b) an annual run rate in excess of $20,000,000 (as measured at the end of an applicable calendar month).	20% of the outstanding Shares subject to the Milestone Option shall vest and become exercisable
The Company's achievement of the earlier of: (a) $30,000,000 or more revenue for the period beginning on the Effective Date and ending on the last day of the fourth quarter for 2019; or (b) an annual run rate in excess of $40,000,000 (as measured at the end of an applicable calendar month).	20% of the outstanding Shares subject to the Milestone Option shall vest and become exercisable

Determinations with regards to whether a Milestone has been achieved shall be in the sole discretion of the Company. The Milestone Option shall be subject to and be governed by the terms of the Plan and an option award agreement to be provided by the Parent.

Exhibit 10.6

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is dated as of January 22, 2018 (the "Effective Date") and is entered into by and between Dropcar, Inc. (the "Company") and Paul Commons (the "Executive").

WHEREAS, the Company desires to employ the Executive and Executive desires to be employed by the Company, in each case upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, and intending to be legally bound, the Company and the Executive hereby agree as follows:

1. Employment. The Company hereby agrees to employ the Executive and the Executive hereby agrees to be employed by the Company upon the terms and subject to the conditions contained in this Agreement for the period beginning on the Effective Date and ending on the third anniversary of the Effective Date (the "Initial Term"); provided, however, that commencing on the third anniversary of the Effective Date and on each anniversary of the Effective Date thereafter (each, an "Extension Date"), the Initial Term shall be automatically extended for an additional one (1) year period (each, a "Renewal Term"), unless Section 4 herein controls, or unless the Company or the Executive provides the other at least ninety (120) days' prior written notice before the next Extension Date that Initial Term or Renewal Term, as applicable, shall not be extended. The period of time between the Effective Date and the termination of this Agreement shall be referred to herein as the "Employment Period".

2. Position and Duties; Transition. The Company shall employ the Executive during the Employment Period as its Chief Financial Officer. The Executive shall report to the Chief Executive Officer of the Company and the Board of Directors. During the Employment Period, the Executive shall perform faithfully and loyally and to the best of the Executive's abilities the duties associated with Executive's position and such other duties assigned to the Executive, from time-to-time, and shall devote the Executive's full business time, attention and effort to the affairs of the Company and shall use the Executive's best efforts to promote the interests of the Company.

3. Compensation.

(a) Base Salary. The Company shall pay to the Executive an initial base salary at the rate of $220,000 per annum, payable in accordance with the Company's standard payroll policies (the "Base Salary").

(b) Quarterly Bonus. During the Employment Period, if the Company has timely filed and complied with all applicable financial filing requirements for an applicable calendar quarter (the "Filing Requirements"), Executive will be entitled to receive a quarterly bonus equal to $5,000 (the "Quarterly Bonus"), payable within forty-five (45) days following the closing date of the previous quarter unless the Company notifies the Executive within thirty (30) days following the closing date of the previous quarter that the Filing Requirements have not been satisfied (the "Determination Date"). Executive must be an active employee of the Company on the Determination Date in order to be eligible for and to be deemed as having earned that Quarterly Bonus.

(c) Option Grant. The Board of Directors of the Company (the "Board") shall recommend to the Board of Directors of WPCS International Incorporated ("Parent"), that Executive shall be granted an option (the "Option") pursuant to an equity incentive plan adopted or to be adopted by the Parent (the "Plan") for the purchase a number of Shares that is equivalent to 1% of the outstanding Shares (on a fully diluted basis, including warrants and unissued stock option shares) as of the date of grant ("Shares"), at an exercise price per Share equal to the fair market value of a Share on the date of grant determined in accordance with the Plan. Subject to Executive's continued employment through each applicable vesting date, the Option shall vest and become exercisable in accordance with the following schedule: (i) one-third (1/3) of the Shares shall vest and become exercisable on the first anniversary of the Effective Date (the "Initial Vesting Date"); (ii) two-thirds (2/3) of the Shares shall vest and become exercisable over the next two (2) years in equal installments on a quarterly basis beginning on the last day of the next calendar quarter after the Initial Vesting Date, subject in each case to Executive's continued employment; and (iii) to the extent unvested, one-hundred percent (100%) of the Option shall vest upon a Change of Control of the Company. The Option shall be subject to and be governed by the terms of the Plan and an option award agreement to be provided by the Parent. As used herein, "Change of Control" means a change in the effective control of the Company, or a change in the "ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code.

(d) Tech Setup. The Company shall pay to Executive the amount of $2,500, less applicable withholdings, payable within thirty (30) days of the Effective Date, such amount intended to purchase technology to be used by Executive in the satisfaction of his duties hereunder.

(e) Indemnification; D&O Insurance. Executive shall be indemnified or advanced expenses, as the case may be, by the Company in accordance with the Company's bylaws. The Company agrees that it shall purchase and maintain in effect during the Employment Period and for a ten (10) year period following the end of the Employment Period, a directors' and officers' liability insurance policy that provides full coverage for all acts that occur during the Employment Period.

(f) Expenses. During the Employment Period, the Company shall reimburse Executive for all reasonable business expenses incurred in the conduct of Executive's duties hereunder in accordance with the generally applicable expense reimbursement policies of the Company.

(g) Other Benefits. During the Employment Period, the Executive shall be eligible to participate in the Company's vacation and employee benefit plans, including, without limitation, the Company's medical, dental, and disability plans, generally available to employees of the Company, subject to the terms and conditions of such plans. Nothing in this Agreement shall preclude the Company from amending or terminating any benefit plan or practice pursuant to applicable law.

4. Termination.

(a) In General. On the date the Executive's employment with the Company terminates for any reason (the "Termination Date"), the Executive shall be entitled to: (i) the payment of any amount of unpaid Base Salary through and including the date of Executive's termination; (ii) payment of any unused vacation, accrued through the Termination Date; (iii) reimbursement of any previously unreimbursed travel and business expenses incurred through the Termination Date; (iv) continuation of any group health benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or any similar applicable state law at Executive's or his dependents expense; (v) any accrued Quarterly Bonus, (vi) the vested Options, and (vii) any vested rights that Executive may have with respect to any benefits plans of the Company (the payments and benefits described in Sections 3(b), 3(c), and 4(a)(i) through (v), collectively, the "Accrued Benefits"). Except as set forth in the preceding sentence and in Sections 3(e) and 4(b) herein, the Company shall not have any further contractual obligation hereunder to Executive following the Termination Date.

(b) Separation Payments. If Executive's employment is terminated by the Company without Cause (excluding as a result of the Executive's death or Disability) or by Executive for Good Reason at any time after 90 days following the Effective Date, then the Company shall, subject to Section 6, for the nine (9) month period following the Termination Date (the "Separation Period") continue to pay to Executive one-twelfth (1/12) of the annual Base Salary each month and the Quarterly Bonus, without regard to any Filing Requirement for each quarter close occurring during the Separation Period (such payments, the "Separation Payments"), at the rate in effect at the time of termination, payable in accordance with the Company's normal payroll practices. The payment to the Executive of the Separation Payments shall be contingent upon the execution by the Executive of a full release of claims (the "Release") (exclusive of claims for indemnification under Section 3(e) or vested benefits under Company benefit plans), in a form reasonably acceptable to the Company, and such Release becoming effective prior to the ninetieth (90th) day following the Termination Date. Subject to Section 6, the Separation Payments will commence to be paid on the ninetieth (90th) day following the Termination Date.

(c) Cause. For purposes of this Agreement, "Cause" means any of the following: (i) Executive's engaging in any material acts of fraud, theft, or embezzlement in connection with the performance of his duties hereunder, as determined by the Board after reasonably detailed notice from the Board to Executive; (ii) Executive's conviction for any felony or other crime of moral turpitude, including any plea of guilty or nolo contendere; (iii) Executive's providing services, in any capacity, to a business that is in direct competition with the Company; (iv) willful failure to perform (other than by reason of Disability) the Executive's material duties and responsibilities consistent with the Executive's title; (v) willful engagement in substantial misconduct that is or would reasonably be expected to be materially injurious to the Company or any of its affiliates; (vi) breach by the Executive of the Restrictive Covenant Agreement; or (vii) material breach by the Executive of this Agreement.

(d) Good Reason. For purposes of this Agreement, "Good Reason" means, without Executive's written consent: (i) a reduction in Executive's Base Salary; (ii) a material diminution in Executive's title, duties, authorities, or responsibilities, provided, that there shall be no Good Reason if Executive is given an on-going position of materially similar overall scope and responsibility at the Company or its successor or the parent of either thereof following a corporate transaction; (iii) a change of work location that requires commuting greater than two hours one-way, on average, from home by personal or public transportation; or (iv) the Company's breach of a material provision of this Agreement, which remains uncured thirty (30) days after reasonably detailed notice from Executive to the Board of Directors of the Company (the "Board"). Executive must give the Board notice no later than the sixtieth (60th) day following the Executive's first knowledge of the occurrence of the condition constituting "Good Reason.".

(e) Disability. For purposes of this Agreement, "Disability" means Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of one-hundred and eighty (180) days during any 12 month period.

5. **Federal and State Withholding**. The Company shall deduct from the amounts payable to the Executive pursuant to this Agreement the amount of all required federal, state and local withholding taxes in accordance with the Executive's Form W-4 on file with the Company, and all applicable federal employment taxes.

6 . **Section 409A Compliance**. This Agreement and any payments or benefits provided hereunder shall be interpreted, operated and administered in a manner intended to avoid the imposition of additional taxes under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). Further, the Company and Executive hereto acknowledge and agree that the form and timing of the payments and benefits to be provided pursuant to this Agreement are intended to be exempt from, or to comply with, one or more exceptions to the requirements of Section 409A of the Code. Notwithstanding anything contained herein to the contrary, to the extent required to avoid accelerated taxation or tax penalties under Section 409A of the Code, Executive shall not be considered to have terminated employment for purposes of this Agreement and no payments shall be due to Executive under this Agreement that are payable upon Executive's termination of employment until Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A of the Code. To the extent that any Separation Payments are subject to Section 409A, and the Review Period begins in one tax year and ends in a later tax year, such Separation Payments will commence to be paid in the later tax year. In addition, for purposes of this Agreement, each amount to be paid or benefit to be provided to Executive pursuant to this Agreement shall be construed as a separate identified payment for purposes of Section 409A of the Code. If the Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Executive, and (ii) the date of the Executive's death, to the extent required under Section 409A. Within thirty (30) days following expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 6 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. Wherever payments under this Agreement are to be made in installments, each such installment shall be deemed to be a separate payment for purposes of Section 409A. With respect to expenses eligible for reimbursement under the terms of this Agreement: (i) the amount of such expenses eligible for reimbursement in any taxable year shall not affect the expenses eligible for reimbursement in another taxable year; and (ii) any reimbursements of such expenses shall be made no later than the end of the calendar year following the calendar year in which the related expenses were incurred, except, in each case, to the extent that the right to reimbursement does not provide for a "deferral of compensation" within the meaning of Section 409A of the Code.

In addition, notwithstanding any provision of this Agreement to the contrary, the Company and its affiliates, subsidiaries, successors, and each of its officers, directors, employees and representatives, neither represent nor warrant the tax treatment under any federal, state, local, or foreign laws or regulations thereunder (individually and collectively referred to as the "Tax Laws") of any payment or benefits contemplated by this Agreement including, but not limited to, when and to what extent such payments or benefits may be subject to tax, penalties and interest under the Tax Laws.

7. **Clawback Policy**. Any amounts paid pursuant to this Agreement shall be subject to recoupment in accordance with any clawback policy that the Company has adopted or is required in the future to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law. Notwithstanding the previous sentence, none of the payments or benefits provided to Executive under this Agreement shall be subject to offset and Executive shall have no duty or obligation to mitigate the amounts of any payments or benefits due to him under this Agreement.

8. **Restrictive Covenant Agreement.** As a condition of Executive's employment with the Company, Executive is required to execute a proprietary information, inventions and non-solicitation agreement between Executive and the Company (the "Restrictive Covenant Agreement") in a form to be provided by the Company.

9. **Survival**. Sections 3(e), and 4 through 15 of this Agreement shall survive and continue in full force and effect in accordance with their respective terms, notwithstanding any termination of the Employment Period.

10. **Notices**. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement to any party hereunder shall be in writing and deemed given if addressed as provided below (or at such other address as the addressee shall have specified by notice given under this section) and if either (a) actually delivered in fully legible form, to such address, (b) in the case of any nationally recognized overnight express mail service, signature required, one day shall have elapsed after the same shall have been deposited with such service or (c) if by email, on the day on which such email was sent.

If to the Company, to the Company's CEO at its principal place of business.

If to the Executive, to the home address and personal email last on file with the Company.

11. **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

12. **Entire Agreement**. This Agreement and the Restrictive Covenant Agreement constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, which may have related in any manner to the subject matter hereof including, but not limited to any other understandings, agreements or representations between Executive and the Company or any subsidiary or affiliate of the Company.

13. **Successors and Assigns**. This Agreement is binding upon and shall be enforceable by the Executive and the Executive's heirs, executors, administrators and legal representatives, and by the Company and its successors and assigns.

14. **Governing Law**. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without regard to principles of conflict of laws.

15. **Amendment and Waiver**. The provisions of this Agreement may be amended or waived only by the written agreement of the Company and the Executive, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

16. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

17. **Headings**. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. **Representations and Warranties**. Company represents and warrants to Executive as of the Effective Date that it has duly authorized, or delegated to, the below individual the power and authority to negotiate and execute this Agreement.

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

DROPCAR, INC.

By: /s/ Michael Spencer Richardson
Name: Michael Spencer Richardson
Title: CEO

EXECUTIVE

/s/ Paul Commons
Paul Commons

Exhibit 14.1

<u>**DropCar, Inc.**</u>

Code of Business Conduct and Ethics

Adopted January 2018

This Code of Business Conduct and Ethics (this "Code") sets forth legal and ethical standards of conduct for employees, officers and directors of DropCar, Inc. (the "Company"). This Code is intended to deter wrongdoing and to promote the conduct of all Company business in accordance with high standards of integrity and in compliance with all applicable laws and regulations. This Code applies to the Company and all of its subsidiaries and other business entities controlled by it worldwide.

If you have any questions regarding this Code or its application to you in any situation, you should contact your supervisor or the Chief Financial Officer.

Compliance with Laws, Rules and Regulations

The Company requires that all employees, officers and directors comply with all laws, rules and regulations applicable to the Company wherever it does business. You are expected to use good judgment and common sense in seeking to comply with all applicable laws, rules and regulations and to ask for advice when you are uncertain about them.

If you become aware of the violation of any law, rule or regulation by the Company, whether by its employees, officers, directors or any third party doing business on behalf of the Company, it is your responsibility to promptly report the matter to your supervisor or to the Chairman of the Audit Committee of the Board of Directors (the "Audit Committee"), the Chief Executive Officer or the Chief Financial Officer. While it is the Company's desire to address matters internally, nothing in this Code should discourage you from reporting any illegal activity, including any violation of the securities laws, antitrust laws, environmental laws or any other federal, state or foreign law, rule or regulation, to the appropriate regulatory authority. Employees, officers and directors shall not discharge, demote, suspend, threaten, harass or in any other manner discriminate or retaliate against an employee because he or she reports any such violation, unless it is determined that the report was made with knowledge that it was false. This Code should not be construed to prohibit you from testifying, participating or otherwise assisting in any state or federal administrative, judicial or legislative proceeding or investigation.

Compliance with Company Policies

Every employee, officer and director is expected to comply with all Company policies and rules as in effect from time to time.

Conflicts of Interest

Employees, officers and directors must act in the best interests of the Company. You must refrain from engaging in any activity or having a personal interest that presents a "conflict of interest" and should seek to avoid even the appearance of a conflict of interest. A conflict of interest occurs when your personal interest interferes with the interests of the Company. A conflict of interest can arise whenever you, as an employee, officer or director, take action or have an interest that prevents you from performing your Company duties and responsibilities honestly, objectively and effectively.

For example:

- No employee, officer or director shall perform services as an employee, officer, director, consultant, advisor or in any other capacity for a competitor of the Company, other than services performed at the request of the Company;

- No employee, officer or director shall have a financial interest in a competitor of the Company, other than a financial interest representing less than one percent (1%) of the outstanding shares of a publicly held company; and

- No employee, officer or director shall use his or her position with the Company to influence a transaction with a supplier or customer in which such person has any personal interest, other than a financial interest representing less than one percent (1%) of the outstanding shares of a publicly held company.

It is your responsibility to disclose any transaction or relationship that reasonably could be expected to give rise to a conflict of interest to the Chief Financial Officer or, if you are an executive officer or director, to the Board of Directors, who shall be responsible for determining whether such transaction or relationship constitutes a conflict of interest.

Insider Trading

Employees, officers and directors who have material non-public information about the Company or other companies, including our suppliers and customers, as a result of their relationship with the Company are prohibited by law and Company policy from trading in securities of the Company or such other companies, as well as from communicating such information to others who might trade on the basis of that information. To help ensure that you do not engage in prohibited insider trading and avoid even the appearance of an improper transaction, the Company has adopted an Insider Trading Policy. You are expected to become familiar with this policy.

If you are uncertain about the constraints on your purchase or sale of any Company securities or the securities of any other company that you are familiar with by virtue of your relationship with the Company, you should consult with the Chief Financial Officer before making any such purchase or sale.

Confidentiality

Employees, officers and directors must maintain the confidentiality of confidential information entrusted to them by the Company or other companies, including our suppliers and customers, except when disclosure is authorized by a supervisor or legally mandated. Unauthorized disclosure of any confidential information is prohibited. Additionally, employees should take appropriate precautions to ensure that confidential or sensitive business information, whether it is proprietary to the Company or another company, is not communicated within the Company except to employees who have a need to know such information to perform their responsibilities for the Company.

Third parties may ask you for information concerning the Company. Subject to the exceptions noted in the preceding paragraph, employees, officers and directors (other than the Company’s authorized spokespersons) must not discuss internal Company matters with, or disseminate internal Company information to, anyone outside the Company, except as required in the performance of their Company duties and, if appropriate, after a confidentiality agreement is in place. This prohibition applies particularly to inquiries concerning the Company from the media, market professionals (such as securities analysts, institutional investors, investment advisers, brokers and dealers) and security holders. All responses to inquiries on behalf of the Company must be made only by the Company’s authorized spokespersons. If you receive any inquiries of this nature, you must decline to comment and refer the inquirer to your supervisor or one of the Company’s authorized spokespersons. The Company’s policies with respect to public disclosure of internal matters are described more fully in the Company’s Disclosure Policy.

You also must abide by any lawful obligations that you have to your former employer. These obligations may include restrictions on the use and disclosure of confidential information, restrictions on the solicitation of former colleagues to work at the Company and non-competition obligations.

Honest and Ethical Conduct and Fair Dealing

Employees, officers and directors should endeavor to deal honestly, ethically and fairly with the Company's suppliers, customers, competitors and employees. Statements regarding the Company's products and services must not be untrue, misleading, deceptive or fraudulent. You must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice.

Protection and Proper Use of Corporate Assets

Employees, officers and directors should seek to protect the Company's assets, including proprietary information. Theft, carelessness and waste have a direct impact on the Company's financial performance. Employees, officers and directors must use the Company's assets and services solely for legitimate business purposes of the Company and not for any personal benefit or the personal benefit of anyone else.

Employees, officers and directors must advance the Company's legitimate interests when the opportunity to do so arises. You must not take for yourself personal opportunities that are discovered through your position with the Company or the use of property or information of the Company.

Gifts and Gratuities

The use of Company funds or assets for gifts, gratuities or other favors to government officials is prohibited, except to the extent such gifts, gratuities or other favors are in compliance with applicable law, insignificant in amount and not given in consideration or expectation of any action by the recipient. The use of Company funds or assets for gifts to any customer, supplier or other person doing or seeking to do business with the Company is prohibited, except to the extent such gifts are in compliance with the policies of both the Company and the recipient and are in compliance with applicable law.

Employees, officers and directors must not accept, or permit any member of his or her immediate family to accept, any gifts, gratuities or other favors from any customer, supplier or other person doing or seeking to do business with the Company, other than items of insignificant value. Any gifts that are not of insignificant value should be returned immediately and reported to your supervisor. If immediate return is not practical, they should be given to the Company for charitable disposition or such other disposition as the Company, in its sole discretion, believes appropriate.

Common sense and moderation should prevail in business entertainment engaged in on behalf of the Company. Employees, officers and directors should provide, or accept, business entertainment to or from anyone doing business with the Company only if the entertainment is infrequent, modest, intended to serve legitimate business goals and in compliance with applicable law.

Bribes and kickbacks are criminal acts, strictly prohibited by law. You must not offer, give, solicit or receive any form of bribe or kickback anywhere in the world. The Foreign Corrupt Practices Act prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business.

Accuracy of Books and Records and Public Reports

Employees, officers and directors must honestly and accurately report all business transactions. You are responsible for the accuracy of your records and reports. Accurate information is essential to the Company's ability to meet legal and regulatory obligations.

All Company books, records and accounts shall be maintained in accordance with all applicable regulations and standards and accurately reflect the true nature of the transactions they record. The financial statements of the Company shall conform to generally accepted accounting rules and the Company's accounting policies. No undisclosed or unrecorded account or fund shall be established for any purpose. No false or misleading entries shall be made in the Company's books or records for any reason, and no disbursement of corporate funds or other corporate property shall be made without adequate supporting documentation.

It is the policy of the Company to provide full, fair, accurate, timely and understandable disclosure in reports and documents filed with, or submitted to, the Securities and Exchange Commission and in other public communications.

Concerns Regarding Accounting or Auditing Matters

Employees with concerns regarding questionable accounting or auditing matters or complaints regarding accounting, internal accounting controls or auditing matters may confidentially, and anonymously if they wish, submit such concerns or complaints in writing to the Chairman of the Audit Committee, the Chief Executive Officer or the Chief Financial Officer at [EMAIL] or through [WEBSITE] or by using the toll-free number [PHONE NUMBER]. See "Reporting and Compliance Procedures". All such concerns and complaints will be forwarded to the Audit Committee, unless they are determined to be without merit by the Chairman of the Audit Committee or the Chief Executive Officer, as the case may be. In any event, a record of all complaints and concerns received will be provided to the Audit Committee each fiscal quarter.

The Audit Committee will evaluate the merits of any concerns or complaints received by it and authorize such follow-up actions, if any, as it deems necessary or appropriate to address the substance of the concern or complaint,

The Company will not discipline, discriminate against or retaliate against any employee who reports a complaint or concern, unless it is determined that the report was made with knowledge that it was false.

Dealings with Independent Auditors

No employee, officer or director shall, directly or indirectly, make or cause to be made a materially false or misleading statement to an accountant in connection with (or omit to state, or cause another person to omit to state, any material fact necessary in order to make statements made, in light of the circumstances under which such statements were made, not misleading to, an accountant in connection with) any audit, review or examination of the Company's financial statements or the preparation or filing of any document or report with the SEC. No employee, officer or director shall, directly or indirectly, take any action to coerce, manipulate, mislead or fraudulently influence any independent public or certified public accountant engaged in the performance of an audit or review of the Company's financial statements.

Waivers of this Code of Business Conduct and Ethics

While some of the policies contained in this Code must be strictly adhered to and no exceptions can be allowed, in other cases exceptions may be appropriate. Any employee or officer who believes that a waiver of any of these policies is appropriate in his or her case should first contact his or her immediate supervisor. If the supervisor agrees that a waiver is appropriate, the approval of the Chief Executive Officer must be obtained. The Chief Executive Officer and Chief Financial Officer shall be responsible for maintaining a record of all requests by employees or officers for waivers of any of these policies and the disposition of such requests.

Any executive officer or director who seeks a waiver of any of these policies should contact the Chairman of the Board. Any waiver of this Code for executive officers or directors or any change to this Code that applies to executive officers or directors may be made only by the Board of Directors of the Company and will be disclosed as required by law or stock exchange regulation.

Reporting and Compliance Procedures

Every employee, officer and director has the responsibility to ask questions, seek guidance, report suspected violations and express concerns regarding compliance with this Code. Any employee, officer or director who knows or believes that any other employee or representative of the Company has engaged or is engaging in Company-related conduct that violates applicable law or this Code should report such information to his or her supervisor or to the Chairman of the Audit Committee, the Chief Executive Officer or the Chief Financial Officer as described below. You may report such conduct openly or anonymously without fear of retaliation. The Company will not discipline, discriminate against or retaliate against any employee who reports such conduct, unless it is determined that the report was made with knowledge that it was false, or who cooperates in any investigation or inquiry regarding such conduct. Any supervisor who receives a report of a violation of this Code must immediately inform the Chairman of the Audit Committee, the Chief Executive Officer or the Chief Financial Officer.

You may report violations of this Code, on, a confidential or anonymous basis, by contacting to the Chairman of the Audit Committee, the Chief Executive Officer or the Chief Financial Officer by fax, mail or email at [EMAIL] or through [WEBSITE]. In addition, the Company has established a toll-free telephone number [PHONE NUMBER] where you can leave a recorded message about any violation or suspected violation of this Code. While we prefer that you identify yourself when reporting violations so that we may follow up with you, as necessary, for additional information, you may leave messages anonymously if you wish.

If the Chairman of the Audit Committee, the Chief Executive Officer or the Chief Financial Officer receives information regarding an alleged violation of this Code, he or she shall, as appropriate, (a) evaluate such information, (b) if the alleged violation involves an executive officer or a director, inform the Chief Executive Officer and Board of Directors of the alleged violation, (c) determine whether it is necessary to conduct an informal inquiry or a formal investigation and, if so, initiate such inquiry or investigation and (d) report the results of any such inquiry or investigation, together with a recommendation as to disposition of the matter, to the Chief Executive Officer for action, or if the alleged violation involves an executive officer or a director, report the results of any such inquiry or investigation to the Board of Directors or a committee thereof. Employees, officers and directors are expected to cooperate fully with any inquiry or investigation by the Company regarding an alleged violation of this Code. Failure to cooperate with any such inquiry or investigation may result in disciplinary action, up to and including discharge.

The Company shall determine whether violations of this Code have occurred and, if so, shall determine the disciplinary measures to be taken against any employee who has violated this Code. In the event that the alleged violation involves an executive officer or a director, the Chief Executive Officer and the Board of Directors, respectively, shall determine whether a violation of this Code has occurred and, if so, shall determine the disciplinary measures to be taken against such executive officer or director.

Failure to comply with the standards outlined in this Code will result in disciplinary action including, but not limited to, reprimands, warnings, probation or suspension without pay, demotions, reductions in salary, discharge and restitution. Certain violations of this Code may require the Company to refer the matter to the appropriate governmental or regulatory authorities for investigation or prosecution. Moreover, any supervisor who directs or approves of any conduct in violation of this Code, or who has knowledge of such conduct and does not immediately report it, also will be subject to disciplinary action, up to and including discharge.

Dissemination and Amendment

This Code shall be distributed to each new employee, officer and director of the Company upon commencement of his or her employment or other relationship with the Company and shall also be distributed annually to each employee, officer and director of the Company. Following distribution of this Code, each employee, officer and director shall certify that he or she has received, read and understood this Code and has complied with its terms.

The Company reserves the right to amend, alter or terminate this Code at any time and for any reason. The most current version of this Code is available.

This document is not an employment contract between the Company and any of its employees, officers or directors.

Exhibit 16.1

February 1, 2018

Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

Commissioners:

We have read the statements made by DropCar, Inc. under Item 4.01 of its Form 8-K dated January 30, 2018. We agree with the statements concerning our Firm in such Form 8-K; we are not in a position to agree or disagree with other statements of DropCar, Inc. contained therein.

Very truly yours,

Marcum LLP

Marcum LLP ▪ 750 Third Avenue ▪ 11th Floor ▪ New York, New York 10017 ▪ Phone 212.485.5500 ▪ Fax 212.485.5501 ▪ marcumllp.com

Source: *DropCar, Inc.*
January 31, 2018 07:00 ET

DropCar Completes Merger with WPCS

- DropCar Commences Trading on NASDAQ Capital Market under Ticker Symbol "DCAR"
- Company Adds Brian Harrington, Former Zipcar Chief Marketing Officer, to Board of Directors

NEW YORK, Jan. 31, 2018 (GLOBE NEWSWIRE) — DropCar, Inc. a provider of app-based automotive logistics and mobility services for both consumers and the automotive industry, today announced the completion of its merger with WPCS International Incorporated (NASDAQ:WPCS) following the approval of WPCS stockholders received on January 30, 2018. The combined company will be known as DropCar, with trading beginning today, January 31, 2018, on the NASDAQ Capital Market under the symbol "DCAR".

DropCar is at the nexus of the revolution in urban mobility and the evolution of the automotive industry. The company is reinventing the traditional models for car ownership, parking, and maintenance all while enabling the automotive industry to better connect with customers, mobility companies to better manage their fleets, and auto manufacturers to launch vehicle subscription models.

DropCar maintains parking spaces in garages around the New York Metro area. Subscribers use the DropCar mobile app to schedule pickup and dropoff of their vehicles by professionally-trained drivers, either on-demand or with as little as an hour advance notice. While the vehicle is in storage, DropCar schedules, performs or sources the required vehicle services, ensuring that when the owner is ready for the vehicle, the vehicle is ready for the owner.

DropCar offers its Enterprise Vehicle Assistance & Logistics ("VAL") technology platform to auto dealerships and fleet managers. The platform tracks vehicle movements, service status and provides email and text notifications on status to both dealers and customers, increasing the quality of communication and subsequent satisfaction with the service, enabling the dealer's maintenance and sales teams to deliver an entirely new and improved level of service. DropCar's VAL is also used by mobility service providers to facilitate movement and maintenance of shared vehicles to streamline operations and lower costs.

"Becoming a publicly traded company is the first step in DropCar's larger journey to become the middleware for urban mobility," said Spencer Richardson. "By removing the stress and hassle of car ownership for people in cities, and by enabling new models for vehicle ownership and subscription, we believe we can play a role in the evolution of the auto industry."

Access to public markets will allow DropCar to significantly expand its efforts to bring its cloud-based vehicle logistics and driver services to the burgeoning auto tech and driver mobility market, one which has seen significant increased investment and M&A activity from leading companies such as GM, Ford, Toyota, BMW iVentures (and many others) in the last two years, as well as the rise of such companies as Uber and Lyft, as autonomy, connectivity and mobility are rapidly changing the automotive experience.

The company's rapidly growing base of approximately 1,400 individual members (up approximately 176 percent Year over Year), and several new B2B partnerships have established DropCar as a premier provider of vehicle logistics for consumers, dealerships, fleet managers and auto manufacturers.

The combined company will be led by Spencer Richardson, DropCar's co-founder and CEO, and will be headquartered in New York City. Sebastian Giordano, former CEO of WPCS, will remain as a member of the Board of Directors. In addition to Richardson and Giordano, the Board of Directors includes David Newman, Josh Silverman, Zvi Joseph, Solomon Mayer and Greg Shiffman.

Brian Harrington, Former Chief Marketing Officer at Zipcar, Joins Board
In addition, joining the Board of Directors is Brian Harrington, a veteran marketing and product executive with experience working with global brands in the hospitality, mobility and commercial real estate industries. Former Chief Marketing Officer at Zipcar, Harrington was instrumental in leading that company's overall global brand development as well as its member acquisition and engagement programs. Prior to Zipcar, he worked in the travel and tourism industry, representing brands including Sheraton Hotels and EF Education. He currently is the Chief Product Officer at CBRE 360, a part of CBRE Group, the world's largest commercial real estate services and investment firm.

Palladium Capital Advisors, LLC acted as the advisor to DropCar on this transaction and Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. acted as legal counsel to DropCar. Morse, Zelnick, Rose & Lander, LLP acted as legal counsel to WPCS.

About DropCar
Founded and launched in New York City in 2015, DropCar (NASDAQDCAR) offers its Vehicle Support Platform (VSP), a cloud-based platform and mobile app that help consumers and automotive-related companies reduce the cost, hassles and inefficiencies of owning a car, or fleet of cars, in urban centers. Its technology platform blends the efficiency and scale of cloud computing, machine learning and connected cars with the high-touch of highly trained drivers to move cars to/from fully staffed, secure garages to/from the people (or businesses) who own them. Consumers use DropCar's mobile app to ease the cost and stress of owning a car in the city. Dealerships, leasing companies, OEMs and shared mobility companies use DropCar's enterprise platform to reduce costs, streamline logistics and deepen relationships with customers. More information is available at www.dropcar.com.

Forward-Looking Statements

This press release contains "forward-looking statements" that involve substantial risks and uncertainties for purposes of the safe harbor provided by the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts, included in this press release regarding strategy, future operations, future financial position, future revenue, projected expenses, prospects, plans and objectives of management are forward-looking statements. Such statements are based on management's current expectations and involve risks and uncertainties. Actual results and performance could differ materially from those projected in the forward-looking statements as a result of many factors, including, without limitation, the ability to project future cash utilization and reserves needed for contingent future liabilities and business operations, the availability of sufficient resources of the combined company to meet its business objectives and operational requirements and the impact of competitive products and services and technological changes. The foregoing review of important factors that could cause actual events to differ from expectations should not be construed as exhaustive and should be read in conjunction with statements that are included herein and elsewhere, including the risk factors included in WPCS's registration statement on Form S-4, including the proxy statement/prospectus/information statement therein, WPCS' most recent Annual Report on Form 10-K, and WPCS recent Quarterly Report on Form 10-Q and Current Reports on Form 8-K filed with the Securities and Exchange Commission. Except as required by applicable law, DropCar undertakes no obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.