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

SCHEDULE 13D

Under the Securities Exchange Act of 1934

WRAP TECHNOLOGIES, INC.
(Name of Issuer)

Common Stock, par value $0.0001 per share
(Title of Class of Securities)

98212N107
(CUSIP Number)

James A. Barnes
1817 W 4th Street
Tempe Arizona 85281
800-583-2652
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

February 14, 2018 (See Item 3)
(Date of Event which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box ☐.

The remainder of this cover page shall be filled out for a reporting person’s initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosure provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934 (“Act” or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. **98212N107**			Page 2 of 7
1.	NAMES OF REPORTING PERSON James A. Barnes		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS* OO (See Item 3)		
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER	214,622 shares (see Item 5)
	8.	SHARED VOTING POWER	2,101,700 shares (see Item 5)
	9.	SOLE DISPOSITIVE POWER	214,622 shares (see Item 5)
	10.	SHARED DISPOSITIVE POWER	2,101,700 shares (see Item 5)
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,316,322 shares (see Item 5)		
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* ☐		
13.	5.7%		
14.	IN		

1.	NAMES OF REPORTING PERSON Takako Barnes		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS* OO (See Item 3)		
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Japan		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER	-0- shares (see Item 5)
	8.	SHARED VOTING POWER	2,101,700 shares (see Item 5)
	9.	SOLE DISPOSITIVE POWER	-0- shares (see Item 5)
	10.	SHARED DISPOSITIVE POWER	2,101,700 shares (see Item 5)
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,101,700 shares (see Item 5)		
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* ☐		
13.	5.2%		
14.	IN		

EXPLANATORY NOTE

This Statement on Schedule 13D (this "Schedule 13D") is a filing being made pursuant to Rule 13d-1(a) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), by James A. Barnes, an individual and Takako Barnes, an individual (the "Reporting Persons" and each, a "Reporting Person"), to report the Reporting Persons' acquisition and subsequent disposition of Common Stock in the Issuer (as defined below). This Schedule 13D was originally due to be filed on or before February 14, 2018 and is considered a late filing due to an administrative oversight. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

Item 1. **Security and Issuer**

Title of Class of Equity Securities: Common Stock, $0.0001 par value per share

Issuer: Wrap Technologies, Inc.
1817 W 4th Street
Tempe, Arizona 85281

Item 2. **Identity and Background**

(a) This Schedule 13D is being filed jointly on behalf of Reporting Persons - James A. Barnes, an individual and Takako Barnes, an individual.
(b) The address of each Reporting Person for this filing is: 1817 W 4h Street, Tempe, Arizona 85281.
(c) James A. Barnes is Chief Financial Officer, Secretary and Treasurer of Issuer (address above). Takako Barnes is the spouse of Mr. Barnes and is a housewife.
(d) None of the Reporting Persons was, during the last five years, convicted of a criminal proceeding (excluding traffic violations or similar misdemeanors).
(e) None of the Reporting Persons was, during the last five years, a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
(f) James A. Barnes is a citizen of the United States and Takako Barnes is a citizen of Japan.

Item 3. **Source and Amount of Funds or Other Consideration**

Mr. Barnes is a trustee of Palermo Trust (a family trust) and President and Director of Sunrise Capital, Inc. ("SCI"). Takako Barnes is a trustee of Palermo Trust (a family trust) and Secretary and Director of SCI. The Palermo Trust owns 100% of SCI.

Mr. Barnes was a founder of the Issuer and during 2016 Palermo Trust purchased an aggregate of 2,273,407 shares of Common Stock for cash of $65,000 and SCI purchased 358,959 shares of Common Stock for cash of $37,500. On October 17, 2017 the Palermo Trust purchased 13,334 shares of Common Stock in the Issuer's self-underwritten IPO for cash of $20,000.

On May 23, 2018 Mr. Barnes was granted a stock option to purchase 150,000 shares of Common Stock at $1.50 per share vesting 50% on grant and 50% at one year and expiring May 23, 2023, subject to earlier expiration in accordance with the terms of the grant. These options are fully vested and exercisable as of the date of this filing.

On May 23, 2019 Mr. Barnes was granted a restricted stock grant (RSU) on 17,081 shares of Common Stock vesting over three years. Through the date of this filing 14,235 shares had been released of which 2,262 were sold to cover a portion of withholding taxes. A total of 2,846 RSUs remain unvested but are not releasable within 60 days and are not included in beneficial ownership totals herein.

On April 1, 2020 Mr. Barnes was granted a stock option to purchase 42,975 shares of Common Stock at $4.26 per share vesting over three years and expiring April 1, 2030, subject to earlier expiration in accordance with the terms of the grant. A total of 26,262 option shares are fully vested as of the date of this filing and 2,387 option shares vest within 60 days.

On December 10, 2019 the Palermo Trust sold 400,000 shares for cash at $4.06 per share in a private sale.

Pursuant to a Rule 10b5-1 trading plan adopted May 8, 2020 and renewed May 13, 2021 an aggregate of 144,000 shares held by Palermo Trust were transferred to Mr. Barnes in 2020 and 2021 of which 120,000 shares have been sold in market transactions pursuant to the trading plan between June 11, 2020 and the date of this filing. In the last 60 days this included the sale of 6,000 shares of Common Stock on January 5, 2022 at $4.05 per share.

Mr. Barnes ownership may increase as a result of future vesting of the balance of options on 16,173 shares of Common Stock and vesting of the balance of RSUs for 2,846 shares of Common Stock. Mr. Barnes ownership may decrease as a result of future sales under the Rule 10b5-1 trading plan.

Item 4. **Purpose of Transaction**

The shares of beneficial interest owned by the Reporting Person were (a) acquired for cash as founder shares, (b) purchased in the Issuer's IPO, and (c) granted from the Issuer as described in Item 3 and are held for investment purposes. The combination of Mr. Barnes percentage of beneficial ownership in the Company, coupled with his role as an executive officer, may be deemed to have the effect of influencing control of the Issuer. The Reporting Person has no current plans or proposals which relate to or would result in any of the matters described in paragraphs (a) though (j) of Item 4 of Schedule 13D. The Reporting Person intends to review his investment in the Company on a continuing basis, and, depending on various factors, including, without limitation, the Company's financial positions, the price levels of the aggregate number of outstanding shares of Common Stock, conditions in the securities market and general economic and industry conditions, the Reporting Person may, in the future, take such actions with respect to his shares of the Company's capital stock as he deems appropriate, including, without limitation, receiving stock options; purchasing shares of Common Stock; selling shares of Common Stock; converting or exercising options into Common Stock; taking any action to change the composition of the Company's board of directors, taking any other action with respect to the Company or any of its securities in any manner permitted by law or otherwise changing his intention with respect to any and all matters referred to in paragraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

Pursuant to the Issuer's Form 10-Q dated October 28, 2021 an aggregate of 40,771,708 shares of Common Stock was used as issued and outstanding for computing ownership percentages herein.

	James A. Barnes	Takako Barnes
(a) Beneficial ownership		
Common Shares	2,137,673	2,101,700
RSUs vesting within 60 days	-	
Stock Options Exercisable within 60 days	178,649	
Total Beneficial Ownership	2,316,322	2,101,700
Percentage	5.7%	5.2%
(b) Voting and dispositive power		
Sole Voting Power	214,622	-
Shared Voting Power	2,101,700	2,101,700
Sole Dispositive Power	214,622	-
Shared Dispositive Power	2,101,700	2,101,700

(c) Except as set forth herein (see Item 3) the Reporting Person has not effected any transactions in shares of Common Stock in the past 60 days.

(d) Mr. Barnes' spouse is a trustee of the family trust and an officer of SCI. Other than described herein, no person other than the Reporting Person is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, such shares of the Common Stock.

(e) Not applicable

Item 6. **Contracts, Arrangements, Understandings or Relationships with respect to Securities of the Issuer.**

Item 3 of this Schedule 13D is incorporated herein by reference.

Item 7. **Materials to be Filed as Exhibits**

Exhibit 99.1* Joint Filing Agreement among the Reporting Persons, dated February 11, 2022.

Exhibit 99.2 2017 Equity Compensation Plan. Incorporated by reference to Exhibit 10.2 to the Issuer's Registration Statement on Form S-1, filed on April 17, 2017.

Exhibit 99.3* Non-Statutory Stock Option Agreement between Wrap Technologies, Inc. and James A Barnes dated May 23, 2018

Exhibit 99.4* Restricted Stock Unit Award Agreement between Wrap Technologies, Inc. and James A Barnes dated May 23, 2019

Exhibit 99.5* Incentive Stock Option Agreement between between Wrap Technologies, Inc. and James A Barnes dated A;pril 1, 2020

* Filed herewith.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date:	February 11, 2022	/s/ JAMES A. BARNES
		James A. Barnes
		/s/ TAKAKO BARNES
		Takako Barnes

Exhibit 99.1

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to (i) the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the common stock of Wrap Technologies, Inc. and (ii) that this Joint Filing Agreement be included as an exhibit to such joint filing, provided that, as contemplated by Section 13d-1(k)(ii), no person shall be responsible for the completeness and accuracy of the information concerning the other person making the filing unless such person knows or has reason to believe such information is inaccurate.

This Joint Filing Agreement may be executed in any number of counterparts all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of this 11th day of February, 2022.

/s/ James A. Barnes
An Individual

/s/ Takako Barnes
An Individual

Exhibit 99.3

WRAP TECHNOLOGIES, INC.
NON-STATUTORY STOCK OPTION AGREEMENT

This NON-STATUTORY STOCK OPTION AGREEMENT (the "*Agreement*"), dated **May 23, 2018**, is by and between Wrap Technologies, Inc. (the "*Company*") and **James A. Barnes** ("*Optionholder*"). Capitalized terms used herein have the respective meanings ascribed thereto in Wrap Technologies, Inc. 2017 Equity Compensation Plan (the "*Plan*"), unless otherwise defined herein.

1. Grant of Option. The Company hereby grants Optionholder the option (the "*Option*") to purchase **150,000 (one hundred fifty thousand)** shares (the "*Shares*") of common stock, $0.0001 par value ("*Common Stock*"), of the Company at the exercise price of **$1.50** per share according to the terms and conditions set forth in this Agreement and in the Plan. The Option will be treated as a non-statutory and non-qualified stock option and ***not*** an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "*Code*"). The Option is issued under the Plan and is subject to its terms and conditions. A copy of the Plan will be furnished upon request of Optionholder.

The Option shall terminate at the close of business **May 23, 2023 (5) years** from the date hereof.

2. Vesting of Option Rights

(a) Except as otherwise provided in this Agreement, the Option may be exercised at any time by the Optionholder in accordance with the following schedule:

On or after each of the following dates	Number of Shares with respect to which the Option is exercisable
May 23, 2018	75,000
May 23, 2019	75,000

(b) During the lifetime of Optionholder, the Option shall be exercisable only by Optionholder and shall not be assignable or transferable by Optionholder, other than by will or the laws of descent and distribution.

3. Exercise of Option after Death or Termination of Employment or Service. The Option shall terminate and may no longer be exercised if Optionholder ceases to be employed by or provide Service to the Company or its Affiliates, except that:

(a) If Optionholder's employment or Service shall be terminated for any reason, voluntary or involuntary, other than for Cause or Optionholder's death or Disability (as defined in the Plan and within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended), Optionholder may at any time within a period of three (3) months after such termination exercise the Option to the extent the Option was exercisable by Optionholder on the date of the termination of Optionholder's employment or Service.

(b) If Optionholder's employment or Service is terminated for Cause, the Option shall be terminated as of the date of the act giving rise to such termination.

(c) If Optionholder shall die while the Option is still exercisable according to its terms, or if employment or Service is terminated because of Optionholder's Disability while in the employ of the Company, and Optionholder shall not have fully exercised the Option, such Option may be exercised, at any time within twelve (12) months after Optionholder's death or date of termination of employment or Continuous Service for Disability, by Optionholder, personal representatives or administrators or guardians of Optionholder, as applicable, or by any person or persons to whom the Option is transferred by will or the applicable laws of descent and distribution, to the extent of the full number of Shares Optionholder was entitled to purchase under the Option on (i) the earlier of the date of death or termination of employment or Continuous Service or (ii) the date of termination for such Disability, as applicable.

(d) Notwithstanding the above, in no case may the Option be exercised to any extent by anyone after the termination date of the Option.

4. Method of Exercise of Option. Subject to the foregoing, the Option may be exercised in whole or in part from time to time by serving written notice of exercise on the Company at its principal office within the Option period. The notice shall state the number of Shares as to which the Option is being exercised and shall be accompanied by payment of the exercise price. Payment of the exercise price shall be made (i) in cash (including bank check, personal check or money order payable to the Company), (ii) with the approval of the Company (which may be given in its sole discretion), by delivering to the Company for cancellation shares of the Company's Common Stock already owned by Optionholder having a Fair Market Value equal to the full exercise price of the Shares being acquired, (iii) with the approval of the Company (which may be given in its sole discretion), by Optionholder electing cashless exercise pursuant to the terms of the Plan (iv) with the approval of the Company (which may be given in its sole discretion) and subject to Section 402 of the Sarbanes-Oxley Act of 2002, by delivering to the Company the full exercise price of the Shares being acquired in a combination of cash and Optionholder's full recourse liability promissory note with a principal amount not to exceed eighty percent (80%) of the exercise price and a term not to exceed five (5) years, which promissory note shall provide for interest on the unpaid balance thereof which at all times is not less than the minimum rate required to avoid the imputation of income, original issue discount or a below-market rate loan pursuant to Sections 483, 1274 or 7872 of the Code or any successor provisions thereto, (v) subject to Section 402 of the Sarbanes-Oxley Act of 2002, to the extent this Option is exercised for vested shares, through a special sale and remittance procedure pursuant to which Optionholder shall concurrently provide irrevocable instructions (1) to Optionholder's brokerage firm to effect the immediate sale of the purchased Shares and remit to the Company, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate exercise price payable for the purchased Shares plus all applicable income and employment taxes required to be withheld by the Company by reason of such exercise and (2) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale, or (vi) with the approval of the Company (which may be given in its sole discretion) and subject to Section 402 of the Sarbanes-Oxley Act of 2002, by delivering to the Company a combination of any of the forms of payment described above. This Option may be exercised only with respect to full shares and no fractional share of stock shall be issued.

5. Change in Control

(a) Immediately pior to the effective date of a "*Change in Control*" (as defined below), this Option shall vest and become exercisable for all of the Shares and may be exercised for any or all of those Shares. However, this Option shall not vest and become exercisable on an accelerated basis if and to the extent: (i) this Option is to be assumed by the successor corporation (or parent thereof) or is otherwise to be continued in full force and effect pursuant to the terms of the Change in Control transaction or (ii) this Option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing at the time of the Change in Control on the Shares for which this Option is not otherwise at that time exercisable (the excess of the Fair Market Value of those Shares over the aggregate exercise price payable for such Shares) and provides for subsequent payout of that spread no later than the time this Option would have vested and become exercisable for those Shares.

(b) Immediately following the consummation of the Change in Control, following such period as is necessary to preserve the rights of the Optionholder to exercise the Option, this Option shall terminate, *except to* the extent assumed by the successor corporation (or parent thereof) or otherwise continued in effect pursuant to the terms of the Change in Control transaction.

(c) If this Option is assumed or otherwise continued in effect in connection with a Change in Control, then this Option shall be appropriately adjusted, upon such Change in Control, to apply to the number and class of securities which would have been issuable to Optionholder in consummation of such Change in Control had this Option been exercised immediately prior to such Change in Control, and appropriate adjustments shall also be made to the exercise price, provided the aggregate exercise price shall remain the same. To the extent that the holders of Common Stock receive cash consideration for their Common Stock in consummation of the Change in Control, the successor corporation (or its parent) may, in connection with the assumption of this Option, substitute one or more shares of its own common stock with a fair market value equivalent to the cash consideration paid per share of Common Stock in such Change in Control.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

(e) For purposes of this Agreement, "*Change in Control*" shall mean a change in ownership or control of the Company effected through any of the following transactions: (i) a merger, consolidation or other reorganization unless securities representing more than 50% of the total combined voting power of the voting securities of the successor corporation are immediately thereafter beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned the Company's outstanding voting securities immediately prior to such transaction; (ii) the sale, transfer or other disposition of all or substantially all of the Company's assets; or (iii) the acquisition, directly or indirectly by any person or related group of persons (other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company), of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than 50% of the total combined voting power of the Company's outstanding securities pursuant to a tender or exchange offer made directly to the Company's stockholders.

6. Capital Adjustments and Reorganization. Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to (a) the number and/or class of securities subject to this Option and (b) the exercise price in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder.

7. Miscellaneous

(a) Entire Ageement; Plan Provisions Control. This Agreement (and any addendum hereto) and the Plan constitute the entire agreement between the parties hereto with regard to the subject matter hereof. In the event that any provision of the Agreement conflicts with or is inconsistent in any respect with the terms of the Plan, the terms of the Plan shall control. All decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be and binding on all persons having an interest in this Option. All capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meaning assigned to them in the Plan.

(b) No Rights of Stockholders. Neither Optionholder, Optionholder's legal representative nor a permissible assignee of this Option shall have any of the rights and privileges of a stockholder of the Company with respect to the Shares, unless and until such Shares have been issued in the name of Optionholder, Optionholder's legal representative or permissible assignee, as applicable, without restrictions thereto.

(c) No Right to Employment. The grant of the Option shall not be construed as giving Optionholder the right to be retained in the employ of, or if Optionholder is a director of the Company or an Affiliate as giving the Optionholder the right to continue as a director of, the Company or an Affiliate, nor will it affect in any way the right of the Company or an Affiliate to terminate such employment or position at any time, with or without cause. In addition, the Company or an Affiliate may at any time dismiss Optionholder from employment, or terminate the term of a director of the Company or an Affiliate, free from any liability or any claim under the Plan or the Agreement. Nothing in the Agreement shall confer on any person any legal or equitable right against the Company or any Affiliate, directly or indirectly, or give rise to any cause of action at law or in equity against the Company or an Affiliate. The Option granted hereunder shall not form any part of the wages or salary of Optionholder for purposes of severance pay or termination indemnities, irrespective of the reason for termination of employment. Under no circumstances shall any person ceasing to be an employee of the Company or any Affiliate be entitled to any compensation for any loss of any right or benefit under the Agreement or Plan which such employee might otherwise have enjoyed but for termination of employment, whether such compensation is claimed by way of damages for wrongful or unfair dismissal, breach of contract or otherwise. By participating in the Plan, Optionholder shall be deemed to have accepted all the conditions of the Plan and the Agreement and the terms and conditions of any rules and regulations adopted by the Committee and shall be fully bound thereby.

(d) Governing Law. The validity, construction and effect of the Plan and the Agreement, and any rules and regulations relating to the Plan and the Agreement, shall be determined in accordance with the internal laws, and not the law of conflicts, of the State of Nevada.

(e) Severability. If any provision of the Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or would disqualify the Agreement under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the purpose or intent of the Plan or the Agreement, such provision shall be stricken as to such jurisdiction or the Agreement, and the remainder of the Agreement shall remain in full force and effect.

(f) No Trust or Fund Created. Neither the Plan nor the Agreement shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and Optionholder or any other person.

(g) Headings. Headings are given to the Sections and subsections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement or any provision thereof.

(h) Notices. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionholder shall be addressed to Optionholder at the address indicated below Optionholder's signature line at the end of this Agreement or at such other address as Optionholder may designate by ten (10) days' advance written notice to the Company. Any notice required to be given under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon the third (3rd) day following deposit in the U.S. mail, registered or certified, postage prepaid and properly addressed to the party entitled to such notice.

(i) Conditions Precedent to Exercise of the Option and Issuance of Shares. Shares shall not be issued pursuant to the exercise of the Option unless such exercise and the issuance and delivery of the applicable Shares pursuant thereto shall comply with all relevant provisions of law, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, state blue sky laws, the requirements of any applicable stock exchange and the Nevada General Corporation Law. As a condition to the exercise of the purchase price relating to the Option, the Company may require that the person exercising or paying the purchase price represent and warrant that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation and warranty is required by law. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Stock.

(j) Withholding Obligations. The Optionholder may satisfy any federal, state or local tax withholding obligation relating to the exercise of an Option by tendering a cash payment. With the approval of the Company (which may be given in its sole discretion), after considering any tax, accounting and financial consequences (in addition to the Company's right to withhold from any compensation paid to the Optionholder by the Company) by any of the following means or by a combination of such means including cash payment: (i) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable to the Optionholder as a result of the Option exercise, *provided, however*, that no shares of Common Stock are withheld with a value exceeding the minimum amount of tax required to be withheld by law; or (iii) delivering to the Company owned and unencumbered shares of Common Stock.

(k) Consultation With Professional Tax and Investment Advisors. Optionholder acknowledges that the grant, exercise and vesting with respect to this Option, and the sale or other taxable disposition of the Shares, may have tax consequences pursuant to the Code or under local, state or international tax laws. Optionholder further acknowledges that Optionholder is relying solely and exclusively on Optionholder's own professional tax and investment advisors with respect to any and all such matters (and is not relying, in any manner, on the Company or any of its employees or representatives). Optionholder understands and agrees that any and all tax consequences resulting from the Option and its grant, exercise and vesting, and the sale or other taxable disposition of the Shares, is solely and exclusively the responsibility of Optionholder without any expectation or understanding that the Company or any of its employees or representatives will pay or reimburse Optionholder for such taxes or other items.

IN WITNESS WHEREOF, the Company and Optionholder have executed this Agreement on the date set forth in the first paragraph.

WRAP TECHNOLOGIES, INC.

By: /s/ DAVID NORRIS
Name: David Norris
Title: President

OPTIONHOLDER:

/s/ JAMES A BARNES
James A. Barnes
12021 Attiva Ave
Las Vegas, NV 89138

Exhibit 99.4

James A. Barnes

WRAP TECHNOLOGIES, INC.
2017 EQUITY COMPENSATION PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this "*Agreement*"), dated as of May 23, 2019 is between WRAP TECHNOLOGIES, INC., a Delaware corporation (the "*Company*"), and the individual identified on the signature page hereof (the "*Participant*").

BACKGROUND

A. The Participant is currently an employee, director or consultant of the Company or one of its Affiliates.

B. The Company desires to (i) provide the Participant with an incentive to remain in the employ of, or to continue to provide services to, the Company or one of its Affiliates, and (ii) provide incentives to the Participant to exert maximum efforts for the success of the Company by granting restricted stock units (the "*Restricted Stock Units*") to the Participant.

C. The grant of the Restricted Stock Units is (i) made pursuant to the Company's 2017 Equity Compensation Plan (the "*Plan*"), (ii) made subject to the terms and conditions of this Agreement and the Plan, and (iii) not employment compensation nor an employment right and is made in the discretion of the Company's Compensation Committee.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions; Incorporation of Plan Terms. Capitalized terms used in this Agreement without definition shall have the meanings assigned to them in the Plan. This Agreement and the Restricted Stock Units shall be subject to the Plan. The terms of the Plan are incorporated into this Agreement by reference. If there is a conflict or an inconsistency between the Plan and this Agreement, the Plan shall govern. The Participant hereby acknowledges receipt of a copy of the Plan.

2. Grant of Restricted Stock Units.

(a) Subject to the provisions of this Agreement and pursuant to the provisions of the Plan, the Company hereby grants to the Participant the number of Restricted Stock Units specified on the signature page of this Agreement. The Company shall credit to a bookkeeping account (the "*Account*") maintained by the Company, or a third party on behalf of the Company, for the Participant's benefit the Restricted Stock Units, each of which shall be deemed to be the equivalent of one share of the Company's common stock, par value $0.0001 per share (each, a "*Share*").

(b) If and whenever there occurs a forward split of Shares, then a number of additional Restricted Units shall be credited to the Account as of the payment date for such forward split equal to (i) the total number of Restricted Stock Units credited to the Account on the record date for such split (other than previously settled or forfeited Restricted Stock Units), multiplied by (ii) the number of additional Shares actually issued in such split in respect of each outstanding Share. The additional Restricted Stock Units shall be or become vested to the same extent as the Restricted Stock Units that resulted in the crediting of such additional Restricted Stock Units.

3. Terms and Conditions. All of the Restricted Stock Units shall initially be unvested.

(a) Vesting. Thirty three and 1/3 percent (33.3%) of the Restricted Stock Units vest on the first anniversary of the date of this Agreement and the balance at each of the four next semiannual anniversaries thereafter (at the rate of 16.66% per period) unless previously vested or forfeited in accordance with the Plan or this Agreement (the "*Normal Vesting Schedule*") as scheduled below:

Vesting Date	**Shares Vesting on Vesting Date**
May 23, 2020	5,694
November 23, 2020	2,847
May 23, 2021	2,847
November 23, 2021	2,847
May 23, 2022	2,846
TOTAL	17,081

(i) Any Restricted Stock Units that fail to vest because the employment condition set forth in Section 3(c) is not satisfied shall be forfeited, subject to the special provisions set forth in subsections (ii) through (iii) of this Section 3(a).

(ii) If the Participant's employment terminates due to death or Disability, Restricted Stock Units not previously vested shall immediately become vested.

(iii) If the Participant terminates employment for Good Reason, or is terminated by the Company without Cause, Restricted Stock Units not previously vested shall immediately become vested.

(b) Restrictions on Transfer. Until the earlier of the applicable vesting date under the Normal Vesting Schedule, the date of a termination of employment due to death or Disability, or as otherwise provided in the Plan, no transfer of the Restricted Stock Units or any of the Participant's rights with respect to the Restricted Stock Units, whether voluntary or involuntary, by operation of law or otherwise, shall be permitted. Unless the Company's Compensation Committee determines otherwise, upon any attempt to transfer any Restricted Stock Units or any rights in respect of the Restricted Stock Units before the earlier of the applicable vesting date under the Normal Vesting Schedule, the date of a termination of employment due to death or Disability, or as otherwise provided in the Plan, such unit, and all of the rights related to such unit, shall be immediately forfeited by the Participant and transferred to, and reacquired by, the Company without consideration of any kind.

(c) Forfeiture. Upon termination of the Participant's employment with the Company or an Affiliate for any reason other than death, Disability or one of the reasons set forth in Sections 3(a)(iii), the Participant shall forfeit any and all Restricted Stock Units which have not vested as of the date of such termination and such units shall revert to the Company without consideration of any kind.

(d) Settlement. Restricted Stock Units not previously forfeited shall be settled on the earlier of 10 business days after the applicable vesting date under the Normal Vesting Schedule, the date of a termination of employment due to death or Disability, or as otherwise provided in the Plan, by delivery of one share of the Company's common stock for each Restricted Stock Unit being settled.

4. Taxes.

(a) This Section 4(a) applies only to (a) all Participants who are U.S. employees, and (b) to those Participants who are employed by an Affiliate of the Company that is obligated under applicable local law to withhold taxes with respect to the settlement of the Restricted Stock Units. Such Participant shall pay to the Company or a designated Affiliate, promptly upon request, and in any event at the time the Participant recognizes taxable income with respect to the Restricted Stock Units, an amount equal to the taxes the Company determines it is required to withhold under applicable tax laws with respect to the Restricted Stock Units. The Participant may satisfy the foregoing requirement by making a payment to the Company in cash or, with the approval of the Plan administrator, by delivering already owned unrestricted Shares or by having the Company withhold a number of Shares in which the Participant would otherwise become vested under this Agreement, in each case, having a value equal to the minimum amount of tax required to be withheld. Such Shares shall be valued at their fair market value on the date as of which the amount of tax to be withheld is determined.

(b) The Participant acknowledges that the tax laws and regulations applicable to the Restricted Stock Units and the disposition of the shares following the settlement of Restricted Stock Units are complex and subject to change.

5. Securities Laws Requirements. The Company shall not be obligated to transfer any shares following the settlement of Restricted Stock Units to the Participant free of a restrictive legend if such transfer, in the opinion of counsel for the Company, would violate the Securities Act of 1933, as amended (the "*Securities Act*") (or any other federal or state statutes having similar requirements as may be in effect at that time). You will not be issued any shares of common stock underlying the Restricted Stock Units or other shares with respect to your Restricted Stock Units unless either (i) the shares are registered under the Securities Act, or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act.

6. No Obligation to Register. The Company shall be under no obligation to register any shares as a result of the settlement of the Restricted Stock Units pursuant to the Securities Act or any other federal or state securities laws.

7. Market Stand-Off. In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act for such period as the Company or its underwriters may request (such period not to exceed 180 days following the date of the applicable offering), the Participant shall not, directly or indirectly, sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any of the Restricted Stock Units granted under this Agreement or any shares resulting the settlement thereof without the prior written consent of the Company or its underwriters.

8. Protections Against Violations of Agreement. No purported sale, assignment, mortgage, hypothecation, transfer, pledge, encumbrance, gift, transfer in trust (voting or other) or other disposition of, or creation of a security interest in or lien on, any of the Restricted Stock Units by any holder thereof in violation of the provisions of this Units Agreement or the Certificate of Incorporation, as amended, or the Bylaws of the Company, will be valid, and the Company will not transfer any shares resulting from the settlement of Restricted Stock Units on its books nor will any of such shares be entitled to vote, nor will any dividends be paid thereon, unless and until there has been full compliance with such provisions to the satisfaction of the Company. The foregoing restrictions are in addition to and not in lieu of any other remedies, legal or equitable, available to enforce such provisions.

9. Rights as a Stockholder. The Participant shall not possess the right to vote the shares underlying the Restricted Stock Units until the Restricted Stock Units have settled in accordance with the provisions of this Agreement and the Plan.

10. Survival of Terms. This Agreement shall apply to and bind the Participant and the Company and their respective permitted assignees and transferees, heirs, legatees, executors, administrators and legal successors.

11. Notices. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or sent by certified or registered mail, return receipt requested, postage prepaid, addressed, if to the Participant, to the Participant's attention at the mailing address set forth at the foot of this Agreement (or to such other address as the Participant shall have specified to the Company in writing) and, if to the Company, to the Company's office at 4620 Arville Street Suite E, Las Vegas, Nevada 89103, Attention: Chief Financial Officer (or to such other address as the Company shall have specified to the Participant in writing). All such notices shall be conclusively deemed to be received and shall be effective, if sent by hand delivery, upon receipt, or if sent by registered or certified mail, on the fifth day after the day on which such notice is mailed.

12. Waiver. The waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

13. Authority of the Administrator. The Plan Administrator, which is the Company's Board of Directors, or any committee designated by the Company's Board of Directors, shall have full authority to interpret and construe the terms of the Plan and this Agreement. The determination of the administrator as to any such matter of interpretation or construction shall be final, binding and conclusive.

14. Representations. The Participant has reviewed with his own tax advisors the applicable tax (U.S., foreign, state, and local) consequences of the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that he (and not the Company) shall be responsible for any tax liability that may arise as a result of the transactions contemplated by this Agreement.

15. Investment Representation. The Participant hereby represents and warrants to the Company that the Participant, by reason of the Participant's business or financial experience (or the business or financial experience of the Participant's professional advisors who are unaffiliated with and who are not compensated by the Company or any affiliate or selling agent of the Company, directly or indirectly), has the capacity to protect the Participant's own interests in connection with the transactions contemplated under this Agreement.

16. Entire Agreement; Governing Law. This Agreement and the Plan and the other related agreements expressly referred to herein set forth the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement. The headings of sections and subsections herein are included solely for convenience of reference and shall not affect the meaning of any of the provisions of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada.

17. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable, or enforceable only if modified, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties hereto with any such modification (if any) to become a part hereof and treated as though contained in this original Agreement. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable, in lieu of severing such unenforceable provision, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear, and such determination by such judicial body shall not affect the enforceability of such provisions or provisions in any other jurisdiction.

18. Amendments; Construction. The Plan Administrator may amend the terms of this Agreement prospectively or retroactively at any time, but no such amendment shall impair the rights of the Participant hereunder without his or her consent. Headings to Sections of this Agreement are intended for convenience of reference only, are not part of this Restricted Stock Units and shall have no effect on the interpretation hereof.

19. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understand the terms and provision thereof, and accepts the shares of Restricted Stock Units subject to all the terms and conditions of the Plan and this Agreement. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Plan Administrator upon any questions arising under this Agreement.

20. Miscellaneous.

(a) No Rights to Grants or Continued Employment. The Participant acknowledges that the award granted under this Agreement is not employment compensation nor is it an employment right, and is being granted at the sole discretion of the Company's Compensation Committee. The Participant shall not have any claim or right to receive grants of Awards under the Plan. Neither the Plan or this Agreement, nor any action taken or omitted to be taken hereunder or thereunder, shall be deemed to create or confer on the Participant any right to be retained as an employee of the Company or any Subsidiary or other Affiliate thereof, or to interfere with or to limit in any way the right of the Company or any Affiliate or Subsidiary thereof to terminate the employment of the Participant at any time.

(b) No Restriction on Right of Company to Effect Corporate Changes. Neither the Plan nor this Agreement shall affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of stock or of options, warrants or rights to purchase stock or of bonds, debentures, preferred, or prior preference stocks whose rights are superior to or affect the Company's common stock or the rights thereof or which are convertible into or exchangeable for shares of common stock, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of the assets or business of the Company, or any other corporate act or proceeding, whether of a similar character or otherwise.

(c) Assignment. The Company shall have the right to assign any of its rights and to delegate any of its duties under this Agreement to any of its Affiliates.

21. Code Section 409A. Notwithstanding anything in this Agreement to the contrary, the receipt of any benefits under this Agreement as a result of a termination of employment shall be subject to satisfaction of the condition precedent that the Participant undergo a "separation from service" within the meaning of Treas. Reg. § 1.409A-1(h) or any successor thereto. In addition, if a Participant is deemed to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provisions of any benefit that is required to be delayed pursuant to Code Section 409A(a)(2)(B), such payment or benefit shall not be made or provided prior to the earlier of (i) the expiration of the six (6) month period measured from the date of the Participant's "separation from service" (as such term is defined in Treas. Reg. § 1.409A-1(h)), or (ii) the date of the Participant's death (the "Delay Period"). Within ten (10) days following the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section (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 Participant 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.

THIS AGREEMENT SHALL BE NULL AND VOID AND UNENFORCEABLE BY THE PARTICIPANT UNLESS SIGNED AND DELIVERED TO THE COMPANY NOT LATER THAN THIRTY (30) DAYS SUBSEQUENT TO THE DATE OF GRANT SET FORTH BELOW.

BY SIGNING THIS AGREEMENT, THE PARTICIPANT IS HEREBY CONSENTING TO THE PROCESSING AND TRANSFER OF THE PARTICIPANT'S PERSONAL DATA BY THE COMPANY TO THE EXTENT NECESSARY TO ADMINISTER AND PROCESS THE AWARDS GRANTED UNDER THIS AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and the Participant has executed this Agreement, both as of the day and year first above written.

WRAP TECHNOLOGIES, INC.

By: /s/ JAMES A BARNES
Name: James A Barnes
Title: Chief Financial Officer

PARTICIPANT
/s/ JAMES A BARNES
Name: James A. Barnes
Address: 12021 ATTIVA AVE
LAS VEGAS, NV 89138-4649

ID#: 2942849

Date of Grant: May 23, 2019

Number of Shares of Restricted Stock Units: 17,081

Exhibit 99.5

James A. Barnes

WRAP TECHNOLOGIES, INC. INCENTIVE STOCK OPTION AGREEMENT

This INCENTIVE STOCK OPTION AGREEMENT (the "*Agreement*"), dated APRIL 1, 2020, is by and between Wrap Technologies, Inc. (the "*Company*") and James A. Barnes ("*Optionholder*"). Capitalized terms used herein have the respective meanings ascribed thereto in Wrap Technologies, Inc. 2017 Equity Compensation Plan (the "*Plan*"), unless otherwise defined herein.

1. Grant of Option. The Company hereby grants Optionholder the option (the "*Option*") to purchase 42,975 shares (the "*Shares*") of common stock, $0.0001 par value ("*Common Stock*"), of the Company at the exercise price of $4.26 per share according to the terms and conditions set forth in this Agreement and in the Plan. The Option will be treated as an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "*Code*"), and ***not*** a non-qualified stock option. The Option is issued under the Plan and is subject to its terms and conditions. A copy of the Plan will be furnished upon request of Optionholder.

The Option shall terminate at the close of business APRIL 1, 2030 (10) years from the date hereof.

2. Vesting of Option Rights

(a) Except as otherwise provided in this Agreement, the Option may be exercised at any time by the Optionholder in accordance with the following schedule:

On or after each of the following dates	Number of Shares with respect to which the Option is exercisable
April 1, 2021	14,325
May 1, 2021	1,194
June 1, 2021	1,194
July 1, 2021	1,194
August 1, 2021	1,194
September 1, 2021	1,194
October 1, 2021	1,194
November 1, 2021	1,194
December 1, 2021	1,194
January 1, 2022	1,194
February 1, 2022	1,194
March 1, 2022	1,194
April 1, 2022	1,194
May 1, 2022	1,194
June 1, 2022	1,194
July 1, 2022	1,194
August 1, 2022	1,194
September 1, 2022	1,194
October 1, 2022	1,194
November 1, 2022	1,193
December 1, 2022	1,193
January 1, 2023	1,193
February 1, 2023	1,193
March 1, 2023	1,193
April 1, 2023	1,193
TOTAL	42,975

(b) During the lifetime of Optionholder, the Option shall be exercisable only by Optionholder and shall not be assignable or transferable by Optionholder, other than by will or the laws of descent and distribution.

(c) Optionholder understands that to the extent that the aggregate fair market value (determined at the time the option was granted) of the shares of Common Stock of the Company with respect to which all options that are incentive stock options within the meaning of Section 422 of the Code are exercisable for the first time by Optionholder during any calendar year exceed
$100,000, in accordance with Section 422(d) of the Code, such options shall be treated as options that do not qualify as incentive stock options.

3. Exercise of Option after Death or Termination of Employment or Service. The Option shall terminate and may no longer be exercised if Optionholder ceases to be employed by or provide Service to the Company or its Affiliates, except that:

(a) If Optionholder's employment or Service shall be terminated for any reason, voluntary or involuntary, other than for Cause or Optionholder's death or Disability (as defined in the Plan and within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended), Optionholder may at any time within a period of three (3) months after such termination exercise the Option to the extent the Option was exercisable by Optionholder on the date of the termination of Optionholder's employment or Service.

(b) If Optionholder's employment or Service is terminated for Cause, the Option shall be terminated as of the date of the act giving rise to such termination.

(c) If Optionholder shall die while the Option is still exercisable according to its terms, or if employment or Service is terminated because of Optionholder's Disability while in the employ of the Company, and Optionholder shall not have fully exercised the Option, such Option may be exercised, at any time within twelve (12) months after Optionholder's death or date of termination of employment or Continuous Service for Disability, by Optionholder, personal representatives or administrators or guardians of Optionholder, as applicable, or by any person or persons to whom the Option is transferred by will or the applicable laws of descent and distribution, to the extent of the full number of Shares Optionholder was entitled to purchase under the Option on (i) the earlier of the date of death or termination of employment or Continuous Service or (ii) the date of termination for such Disability, as applicable.

(d) Notwithstanding the above, in no case may the Option be exercised to any extent by anyone after the termination date of the Option.

4. Method of Exercise of Option. Subject to the foregoing, the Option may be exercised in whole or in part from time to time by serving written notice of exercise on the Company at its principal office within the Option period. The notice shall state the number of Shares as to which the Option is being exercised and shall be accompanied by payment of the exercise price. Payment of the exercise price shall be made (i) in cash (including bank check, personal check or money order payable to the Company), (ii) with the approval of the Company (which may be given in its sole discretion), by delivering to the Company for cancellation shares of the Company's Common Stock already owned by Optionholder having a Fair Market Value equal to the full exercise price of the Shares being acquired, (iii) with the approval of the Company (which may be given in its sole discretion), by Optionholder electing cashless exercise pursuant to the terms of the Plan (iv) with the approval of the Company (which may be given in its sole discretion) and subject to Section 402 of the Sarbanes-Oxley Act of 2002, by delivering to the Company the full exercise price of the Shares being acquired in a combination of cash and Optionholder's full recourse liability promissory note with a principal amount not to exceed eighty percent (80%) of the exercise price and a term not to exceed five (5) years, which promissory note shall provide for interest on the unpaid balance thereof which at all times is not less than the minimum rate required to avoid the imputation of income, original issue discount or a below- market rate loan pursuant to Sections 483, 1274 or 7872 of the Code or any successor provisions thereto, (v) subject to Section 402 of the Sarbanes-Oxley Act of 2002, to the extent this Option is exercised for vested shares, through a special sale and remittance procedure pursuant to which Optionholder shall concurrently provide irrevocable instructions (1) to Optionholder's brokerage firm to effect the immediate sale of the purchased Shares and remit to the Company, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate exercise price payable for the purchased Shares plus all applicable income and employment taxes required to be withheld by the Company by reason of such exercise and (2) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale, or (vi) with the approval of the Company (which may be given in its sole discretion) and subject to Section 402 of the Sarbanes-Oxley Act of 2002, by delivering to the Company a combination of any of the forms of payment described above. This Option may be exercised only with respect to full shares and no fractional share of stock shall be issued.

5. Change in Control

(a) Immediately pior to the effective date of a "*Change in Control*" (as defined below), this Option shall vest and become exercisable for all of the Shares and may be exercised for any or all of those Shares. However, this Option shall not vest and become exercisable on an accelerated basis if and to the extent: (i) this Option is to be assumed by the successor corporation (or parent thereof) or is otherwise to be continued in full force and effect pursuant to the terms of the Change in Control transaction or (ii) this Option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing at the time of the Change in Control on the Shares for which this Option is not otherwise at that time exercisable (the excess of the Fair Market Value of those Shares over the aggregate exercise price payable for such Shares) and provides for subsequent payout of that spread no later than the time this Option would have vested and become exercisable for those Shares.

(b) Immediately following the consummation of the Change in Control, following such period as is necessary to preserve the rights of the Optionholder to exercise the Option, this Option shall terminate, *except to* the extent assumed by the successor corporation (or parent thereof) or otherwise continued in effect pursuant to the terms of the Change in Control transaction.

(c) If this Option is assumed or otherwise continued in effect in connection with a Change in Control, then this Option shall be appropriately adjusted, upon such Change in Control, to apply to the number and class of securities which would have been issuable to Optionholder in consummation of such Change in Control had this Option been exercised immediately prior to such Change in Control, and appropriate adjustments shall also be made to the exercise price, provided the aggregate exercise price shall remain the same. To the extent that the holders of Common Stock receive cash consideration for their Common Stock in consummation of the Change in Control, the successor corporation (or its parent) may, in connection with the assumption of this Option, substitute one or more shares of its own common stock with a fair market value equivalent to the cash consideration paid per share of Common Stock in such Change in Control.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

(e) For purposes of this Agreement, "*Change in Control*" shall mean a change in ownership or control of the Company effected through any of the following transactions: (i) a merger, consolidation or other reorganization unless securities representing more than 50% of the total combined voting power of the voting securities of the successor corporation are immediately thereafter beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned the Company's outstanding voting securities immediately prior to such transaction; (ii) the sale, transfer or other disposition of all or substantially all of the Company's assets; or (iii) the acquisition, directly or indirectly by any person or related group of persons (other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company), of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than 50% of the total combined voting power of the Company's outstanding securities pursuant to a tender or exchange offer made directly to the Company's stockholders.

6. Capital Adjustments and Reorganization. Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to (a) the number and/or class of securities subject to this Option and (b) the exercise price in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder.

7. Miscellaneous

(a) Entire Ageement; Plan Provisions Control. This Agreement (and any addendum hereto) and the Plan constitute the entire agreement between the parties hereto with regard to the subject matter hereof. In the event that any provision of the Agreement conflicts with or is inconsistent inany respect with the terms of the Plan, the terms of the Plan shall control. All decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be and binding on all persons having an interest in this Option. All capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meaning assigned to them in the Plan.

(b) No Rights of Stockholders. Neither Optionholder, Optionholder's legal representative nor a permissible assignee of this Option shall have any of the rights and privileges of a stockholder of the Company with respect to the Shares, unless and until such Shares have been issued in the name of Optionholder, Optionholder's legal representative or permissible assignee, as applicable, without restrictions thereto.

(c) No Right to Employment. The grant of the Option shall not be construed as giving Optionholder the right to be retained in the employ of, or if Optionholder is a director of the Company or an Affiliate as giving the Optionholder the right to continue as a director of, the Company or an Affiliate, nor will it affect in any way the right of the Company or an Affiliate to terminate such employment or position at any time, with or without cause. In addition, the Company or an Affiliate may at any time dismiss Optionholder from employment, or terminate the term of a director of the Company or an Affiliate, free from any liability or any claim under the Plan or the Agreement. Nothing in the Agreement shall confer on any person any legal or equitable right against the Company or any Affiliate, directly or indirectly, or give rise to any cause of action at law or in equity against the Company or an Affiliate. The Option granted hereunder shall not form any part of the wages or salary of Optionholder for purposes of severance pay or termination indemnities, irrespective of the reason for termination of employment. Under no circumstances shall any person ceasing to be an employee of the Company or any Affiliate be entitled to any compensation for any loss of any right or benefit under the Agreement or Plan which such employee might otherwise have enjoyed but for termination of employment, whether such compensation is claimed by way of damages for wrongful or unfair dismissal, breach of contract or otherwise. By participating in the Plan, Optionholder shall be deemed to have accepted all the conditions of the Plan and the Agreement and the terms and conditions of any rules and regulations adopted by the Committee and shall be fully bound thereby.

(d) Governing Law. The validity, construction and effect of the Plan and the Agreement, and any rules and regulations relating to the Plan and the Agreement, shall be determined in accordance with the internal laws, and not the law of conflicts, of the State of Nevada.

(e) Severability. If any provision of the Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or would disqualify the Agreement under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the purpose or intent of the Plan or the Agreement, such provision shall be stricken as to such jurisdiction or the Agreement, and the remainder of the Agreement shall remain in full force and effect.

(f) No Trust or Fund Created. Neither the Plan nor the Agreement shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and Optionholder or any other person.

(g) Headings. Headings are given to the Sections and subsections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement or any provision thereof.

(h) Notices. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionholder shall be addressed to Optionholder at the address indicated below Optionholder's signature line at the end of this Agreement or at such other address as Optionholder may designate by ten (10) days' advance written notice to the Company. Any notice required to be given under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon the third (3rd) day following deposit in the U.S. mail, registered or certified, postage prepaid and properly addressed to the party entitled to such notice.

(i) Conditions Precedent to Exercise of the Option and Issuance of Shares. Shares shall not be issued pursuant to the exercise of the Option unless such exercise and the issuance and delivery of the applicable Shares pursuant thereto shall comply with all relevant provisions of law, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, state blue sky laws, the requirements of any applicable stock exchange and the Nevada General Corporation Law. As a condition to the exercise of the purchase price relating to the Option, the Company may require that the person exercising or paying the purchase price represent and warrant that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation and warranty is required by law. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Stock.

(j) Withholding. If Optionholder shall dispose of any of the shares of Common Stock acquired upon exercise of the Option within two (2) years from the date the Option was granted or within one (1) year after the date of exercise of the Option, then, in order to provide the Company with the opportunity to claim the benefit of any income tax deduction, Optionholder shall promptly notify the Company of the dates of acquisition and disposition of such shares, the number of shares so disposed of, and the consideration, if any, received for such shares. In order to comply with all applicable federal or state income tax laws or regulations, the Company may take such action as it deems appropriate to assure (i) notice to the Company of any disposition of the shares of the Company within the time periods described above, and (ii) that, if necessary, all applicable federal or state payroll, withholding, income or other taxes are withheld or collected from Optionholder.

(k) Consultation With Professional Tax and Investment Advisors. Optionholder acknowledges that the grant, exercise and vesting with respect to this Option, and the sale or other taxable disposition of the Shares, may have tax consequences pursuant to the Code or under local, state or international tax laws. Optionholder further acknowledges that Optionholder is relying solely and exclusively on Optionholder's own professional tax and investment advisors with respect to any and all such matters (and is not relying, in any manner, on the Company or any of its employees or representatives). Optionholder understands and agrees that any and all tax consequences resulting from the Option and its grant, exercise and vesting, and the sale or other taxable disposition of the Shares, is solely and exclusively the responsibility of Optionholder without any expectation or understanding that the Company or any of its employees or representatives will pay or reimburse Optionholder for such taxes or other items.

IN WITNESS WHEREOF, the Company and Optionholder have executed this Agreement on the date set forth in the first paragraph.

WRAP TECHNOLOGIES, INC.

By: /s/ DAVID NORRIS
Name: DAVID NORRIS
Title: CHIEF EXECUTIVE OFFICER

OPTIONHOLDER:

/s/ JAMES A BARNES
James A. Barnes 12021 ATTIVA AVE
LAS VEGAS, NV 89138-4649 ID#: 2942849