

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Blockchain Industries, Inc.

Form: 8-K

Date Filed: 2019-01-14

Corporate Issuer CIK: 1084370

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): December 30, 2018

Blockchain Industries, Inc.

(Exact name of registrant as specified in its charter)

Nevada

000-51126

88-0355407

(State or other jurisdiction of incorporation)

(Commission File Number)

(IRS Employer ID No.)

**730 Arizona Ave., Suite 220
Santa Monica, California**

(Address of principal executive offices)

00901

(Zip Code)

Registrant's telephone number, including area code: **866-995-7521**

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 30, 2018, the Board of Directors (the “Board”) of Blockchain Industries, Inc. (the “Company”) appointed three members to the Company’s Board of Directors. In accordance with the Company’s Bylaws, the Board appointed Mr. Richard Kromka to serve as a Class 3 Director and Vice-Chairman of the Board, Mr. Michael H. Conn to serve as a Class 2 Director, and Mr. Kevin Hu to serve as a Class 1 Director. The Board also designated Mr. Patrick Moynihan, the Company’s Chairman of the Board and Chief Executive Officer, as a Class 3 Director and designated Mr. Max Robbins, current member of the Board, as a Class 2 Director. Messrs. Kromka, Conn and Hu’s biographies are further detailed below. The Board now consists of Mr. Hu as a Class I Director, Messrs. Robbins and Conn as Class II Directors, and Messrs. Moynihan and Kromka as Class III Directors.

Mr. Richard Kromka

Mr. Richard Kromka, age 53, brings over 25 years of senior management experience in the investment banking industry. He has also been involved in the entertainment, airline and real estate industries, holding other senior management positions. From June 1987 through June 1998, Mr. Kromka was a Vice President for JP Morgan Chase bank. From July 1998 to November 2000, he served as Chief Financial Officer for Grupo Taca Airlines, Inc., a consolidated airline group for Central America. From December 2000 through Jan 2003, he was the Founder and Managing Director of Deutsche Bank’s \$200MM Venture Fund, during which time he sat on the Boards of FareChase, Q-Trade, 3-Tex and Execution Noble Limited. From February 2003 through December 2005, he was the Chief Executive Officer of Guerrilla Entertainment a company that he founded. From December 2005 through December 2010 he developed real estate and advised a telecommunications company. Mr. Kromka is currently a Managing Director with EC Mergers and Acquisitions managing its business in Asia. He has an undergraduate BS degree from the University of Richmond, Robins School of Business and an MBA from New York University, Stern School of Business.

There are no related party transactions with regard to Mr. Kromka reportable under Item 404(a) of Regulation S-K.

In connection with his appointment to the Board, the Company and Mr. Kromka entered into a director agreement (the “Kromka Director Agreement”), whereby the Company issued to Mr. Kromka options to purchase 600,000 shares of the Company’s common stock at an exercise price of \$1.75 over the course of four years (the “Kromka Options”). 200,000 of the Kromka Options vested on January 1, 2019, and the remaining 400,000 Kromka Options would vest upon a Sale Transaction (as defined in the Kromka Director Agreement) if it were ever to occur. The Company will reimburse Mr. Kromka for all reasonable out-of-pocket travel expenses incurred in connection with the performance of his duties under the Kromka Director Agreement.

Mr. Michael H. Conn

Mr. Michael H. Conn, age 40, brings nearly 20 years of experience in the global financial and financial technology industries. Since December 2015 he has been the Founder and Managing Principal of Quail Creek Ventures, an asset management and financial technology investment and advisory business. Mr. Conn also served as Co-founder and Chief Executive Officer of Ether Capital from October 2017 through August 2018. Since May 2018 he served as Co-founder, Director, President and Chief Investment Officer of Bitfinance, a financial technology company focused on democratizing access to alternative investment management, of which both Ether Capital and Bitfinance focus on the intersection of blockchain technology and the financial industry. From December 2013 through November 2015, Mr. Conn was the Chief Operating Officer of the Alternative Investment Management group for AllianceBernstein, a global asset manager with close to \$500 billion AUM. From November 2005 through January 2013, he was Managing Director and Head of Corporate Strategy and Development for Trust Company of the West, a global asset manager with over \$200 billion AUM. Mr. Conn was previously a director for Ether Capital (NEO:ETHC), a financial technology company focused on bridging the Ethereum ecosystem and the world of traditional finance, from October 2017 to August 2018. He has an undergraduate degree and Masters of International Economics and Finance from Brandeis University, as well as an MBA from the University of Southern California’s Marshall School of Business.

There are no related party transactions with regard to Mr. Conn reportable under Item 404(a) of Regulation S-K.

In connection with his appointment to the Board, the Company and Mr. Conn entered into a director agreement (the "Conn Director Agreement"), whereby the Company issued to Mr. Conn an option to purchase 250,000 shares of the Company's common stock (the "Conn Options") with 100,000 of the Conn Options vested on January 1, 2019 and the remaining 150,000 Conn Option vesting upon a Sale Transaction (as defined in the Conn Director Agreement) if it were ever to occur. The Company will reimburse Mr. Conn for all reasonable out-of-pocket travel expenses incurred in connection with the performance of his duties under the Conn Director Agreement.

Kevin Hu

Mr. Kevin Hu, age 25, has served as the Company's as Head of Research and Allocation since March 2018. Previously, he was an investment analyst at BlackRock's Hedge Fund Solutions Group from August 2015 through March 2018. He has an undergraduate degree in Mathematics from the University of Toronto.

There are no related party transactions with regard to Mr. Hu reportable under Item 404(a) of Regulation S-K.

In March of 2018, the Company entered into a consulting agreement with Mr. Hu (the "Hu Consulting Agreement"), whereby Mr. Hu would provide the Company with services related to risk oversight and portfolio management for a term of three years starting from the date of the Hu Consulting Agreement. Mr. Hu's salary is \$200,000 per year and he was issued options to purchase 500,000 shares of the Company's common stock vesting at different times over the course of the Hu Consulting Agreement. Upon a Change in Control (as defined in the Hu Consulting Agreement), all of these unvested options vest immediately. The Company may terminate the Hu Consulting Agreement upon giving Mr. Hu five (5) days prior written notice of such termination. The Company may also terminate the Hu Consulting Agreement immediately and without prior notice if Mr. Hu refuses to or is unable to perform the Services (as defined in the Hue Consulting Agreement) or is in breach of any material provision of the Hu Consulting Agreement.

In connection with Mr. Hu's appointment to the Board, on December 31, 2018, the Company and Mr. Hu entered into a director agreement (the "Hu Director Agreement"), whereby the Company issued to Mr. Hu an option to purchase 400,000 shares of the Company's common stock (the "Hu Options") with the 150,000 of the Hu Options vested on January 1, 2019 and the remaining 250,000 Hu Option vesting upon a Sale Transaction (as defined in the Hu Director Agreement) if it were to occur. The Company will reimburse Mr. Hu for all reasonable out-of-pocket travel expenses incurred in connection with the performance of his duties under the Hu Director Agreement.

The foregoing descriptions of the Kromka Director Agreement, Conn Director Agreement, Hu Director Agreement and Hu Director Agreement are qualified in their entirety by reference to the provisions of the agreements filed as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively, to this Current Report on Form 8-K, which are incorporated by reference herein.

Item 8.01 Other Events.

On January 2, 2019, the Company issued a press release with regard to Mr. Kromka's, Mr. Conn's and Mr. Hu's appointments to the Board. The press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits

(d) The following documents are filed as exhibits to this current report on Form 8-K or incorporated by reference herein. Any document incorporated by reference is identified by a parenthetical reference to the SEC filing that included such document.

Exhibit	
No.	Description
10.1*	Director Agreement by and between the Company and Richard Kromka, dated December 29, 2018
10.2*	Director Agreement by and between the Company and Michael Conn, dated December 30, 2018
10.3*	Director Agreement by and between the Company and Kevin Hu, dated December 31, 2018
10.4*	Consulting Agreement by and between the Company and Kevin Hu, dated March 12, 2018
99.1*	Press Release dated January 2, 2019

* filed herewith

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.

Blockchain Industries, Inc.

Date: January 14, 2019

By: /s/ Patrick Moynihan

Name: Patrick Moynihan

Title: Chairman & Chief Executive Officer

DIRECTOR AGREEMENT

THIS DIRECTOR AGREEMENT is made effective as of December 29, 2018 (the "**Agreement**"), Blockchain Industries, Inc., a Nevada corporation with its principal place of business at 720 Arizona Ave Suite 220 Santa Monica CA 90401 (the "**Company**"), and Richard Kromka ("**Director**").

WHEREAS, it is essential to the Company to retain and attract as directors the most capable persons available to serve on the board of directors of the Company (the "**Board**"); and

WHEREAS, the Company believes that Director possesses the necessary qualifications and abilities to serve as a director of the Company and to perform the functions and meet the Company's needs related to its Board,

WHEREAS, the Director shall be a Class 3 director whose term ends and are subject to election at the annual meeting of shareholders in 2021, 2024 and each third year thereafter.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the benefits to be derived by each party hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The Director shall hold office until such time that such Director's successor is duly elected and qualified, or until such Director's death or removal from office. The Director will be automatically removed from the Board if such Director resigns his office by writing delivered to the Board, becomes prohibited by law from acting as a director or commits a material breach of this Agreement pursuant to Section 7 below.

2. Compensation and Expenses.

a. Stock Option. For the services provided to the Company as a director, the Director shall receive a non-qualified stock option ("**Option**") to purchase up to Six Hundred Thousand (600,000) shares of the Company's common stock ("**Option Shares**"), pursuant and subject to the Company's Equity Incentive Plan, a copy of which has been delivered to the Director, at the following exercise prices and vesting schedule:

Exercise Price	Quantity Vested	Vesting Date	Expiration Date
\$1.75	200,000	1/1/2019	12/31/2023
\$1.75	400,000	Sale Transaction	12/31/2023

As used herein, "Sale Transaction" means any sale, exchange or merger of not less than fifty percent (50%) of the Company's outstanding shares at a price that provides an aggregate company valuation of not less than Fifty Million Dollars (\$50,000,000).

In the event of the termination of the Director's service relationship (whether an as employee, director or consultant) with the Company ("**Termination of Service**") at any time for any reason (including, but not limited to, resignation, withdrawal, death, disability, termination, with or without cause, or any other reason) before the Director has exercised the Option in full, the Option shall automatically expire, and cease to be exercisable immediately, with respect to all of the Option Shares, whether vested or unvested. It being understood and agreed that in no event will the Option become exercisable for additional Options Shares upon a Termination of Service for any reason and such outstanding and unexercised Option shall immediately lapse and Director shall have no further rights with respect to it.

b. Expenses. Upon submission of appropriate receipts, invoices or vouchers as may be reasonably required by the Company, the Company will reimburse Director for all reasonable out-of-pocket travel expenses incurred in connection with the performance of Director's duties under this Agreement.

c. Taxes. The Director acknowledges that the exercise, transfer or other disposition of the Option may give rise to significant U.S. income tax consequences. Under Section 83 of the Internal Revenue Code and Treas. Reg. section 1.83-7(b), upon the exercise of the Option, the Director will recognize taxable ordinary income equal to the difference between the fair market value of the common stock, determined as of the exercise date, and the Option exercise price. When the Director sells the common stock, the Director will recognize taxable gain or loss (long-term if the Director held the common stock for more than one year; otherwise, short-term) equal to the difference between the amount the Director receives from the sale and the tax basis of the common stock sold. If the Company, in its discretion, determines that it is obligated to withhold any tax in connection with the exercise of the Option, or in connection with the transfer of any common stock acquired pursuant to the Option, the Director hereby agrees that the Company may withhold from the Director's compensation or other remuneration the appropriate amount of tax. At the discretion of the Company, the amount required to be withheld may be withheld in cash from such compensation or other remuneration or in kind from the common stock otherwise deliverable to the Director on exercise of this option. The Director further agrees that, if the Company does not withhold an amount from the Director's compensation or other remuneration sufficient to satisfy the withholding obligation of the Company, the Director will make reimbursement on demand, in cash, for the amount underwithheld.

3. Market Stand-Off Agreement. In the event of a public or private offering of the Company's securities and upon request of the Company, the underwriters or placement agents placing the offering of the Company's securities, the Director agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any of the Option Shares other than those included in the registration, without the prior written consent of the Company or such underwriters, as the case may be, for such period of time from the effective date of such registration as may be requested by the Company or such placement agent or underwriter.

4. Confidential Information. The Director recognizes and acknowledges that the Director will have access to Confidential Information (as defined below) relating to the business or interests of the Company or of persons with whom the Company may have business relationships. The Director agrees that both during and after his time as a director of the Company, the Director will not use for the Director's own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to the Company, including without limitation any information about the deliberations of the Board. The term "**Confidential Information**" means any non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, its affiliates or subsidiaries, or to the Company's, its affiliates' or subsidiaries' technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's, its affiliates' or subsidiaries' products or services and markets therefor, customer lists and customers, prospective customers, software, developments, inventions, processes, methodologies, algorithms, know-how, procedures, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, business plans, vendor relationships, passwords, encryption coding, search technology, analytics, transaction data, ledgers, and other business information disclosed by the Company, its affiliates or subsidiaries, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, programs, formulas, ledgers or other property of Company, its affiliates or subsidiaries. The Director also agrees during his appointment that he will not, other than for the benefit of the Company and in connection with his service as a director, make any notes, memoranda, electronic records, tape records, films, photographs, plans, drawings or any form of record relating to any matter within the scope of the business or concerning the dealings or affairs of the Company and will return any such items at any time at the request of the Board. The Director confirms that he has notified the Board in writing of all other directorships, appointments and interests, including any directorship, appointment or interest in a company, business or undertaking which competes or is likely to compete with the Company or which could otherwise potentially give rise to a conflict with his duties with the Company.

5. Duties, Time and Commitment. The Director shall use reasonable best efforts to attend all convened meetings of the Board. During the continuance of the Director's appointment, the Director will be expected to: (i) faithfully, efficiently, competently and diligently perform his duties and exercise such powers as are appropriate to his role as a director; (ii) in so far as reasonably possible, attend all meetings of the Board and of any committees of the Board of which he is a member; (iii) comply with all reasonable requests, instructions and regulations made or given by the Board (or by any duly authorized committee thereof) and give to the Board such explanations, information and assistance the Board may reasonably require; (iv) act in the best interests of the Company; and (v) use commercially reasonable efforts to promote and extend the interests and reputation of the Company, including assisting the Board in relation to public and corporate affairs and bringing to bear for the benefit of the Board the Director's particular knowledge and experience.

6. Business Opportunities & Conflicts Disclosure. The Company acknowledges and agrees that the Director should be permitted to engage in, acquire or invest in the same or similar activities or lines of business involving the provision of services or products with respect to digital assets, cryptocurrency, alternative distribution ledgers and/or blockchain technologies (each, a "**Business Opportunity**"), provided that the Director fully complies with and adheres to the following advance notice, standards of conduct and Disqualified Business Opportunity (as hereinafter defined) restrictions:

a. Business Opportunity Notice. Within ten (10) business days of the Director's appointment to the Board, the Director shall inform the Board of any held (direct or indirect) personal interests which may conflict with the Company and its businesses. In the event that the Director becomes aware of a Business Opportunity, the Director shall notify the Company in writing of such opportunity (a "**Disclosed Business Opportunity**") and deliver to the Company, or provide the Company access to, all information prepared by or on behalf of, or material information submitted or delivered to, the Director related to such potential transaction (the "**Business Opportunity Notice**"). Following the expiration of the thirty- (30-) day period (" **Business Opportunity Notice Period**") after receipt of such Business Opportunity Notice, the Company shall be deemed to have renounced any interest or expectancy in the Disclosed Business Opportunity and the Director may pursue the Disclosed Business Opportunity, provided that the Disclosed Business Opportunity is conducted by the Director in accordance with the standard set forth in Section 6.c. below and that the Disclosed Business Opportunity is not a Disqualified Business Opportunity. The Company shall not be prohibited from pursuing any Business Opportunity with respect to which it is deemed to have renounced any interest or expectancy as a result of this Section 6.

b. Disqualified Business Opportunity. During the term of this Agreement and for a period of twelve (12) months after the Director ceases to be a Director of the Company, the Director shall not shall not, directly or indirectly, pursue, become engaged in or have any ownership interest or become associated with in any Person (as hereinafter defined) which directly or indirectly pursues or becomes engaged in any Business Opportunity that (i) is first presented to the Director solely in his capacity as a director or officer of the Company or its affiliates or (ii) is identified by the Director solely through the disclosure of information by or on behalf of the Company or its affiliates (each such Business Opportunity referred to in clauses (i) and (ii), a "**Disqualified Business Opportunity**"). The Director acknowledges that the foregoing restrictions and time limitations with respect to a Business Opportunity and Disqualified Business Opportunity are reasonable and properly required for the adequate protection of the business interests of the Company.

c. Standards for Separate Conduct of Disclosed Business Opportunity. The Director may pursue a Disclosed Business Opportunity following the expiration Business Opportunity Notice Period if such Disclosed Business Opportunity is developed and pursued solely through the use of personnel and assets of the Director or jointly with the personnel and assets of any other "**Person(s)**" (as hereinafter defined), provided that such Person(s) does not owe any fiduciary or other duty to the Company. "**Person**" means an individual, corporation, partnership, limited liability company, trust, joint venture, unincorporated organization or other legal or business entity.

7. Termination for Material Breach. The Director's service on the Board may be terminated by the Company pursuant to the provision of written notice to the Director under Section 17 below in the event of a material breach by the Director of any of the provisions of this Agreement, including but not limited to Section 6 above; *provided however*, that the Director shall have been given reasonable notice and an opportunity to promptly cure any such event of a material breach (unless the event cannot be cured).

8. Limitation of Liability; Right to Indemnification. The Company shall indemnify the Director in his capacity as director of the Company to the fullest extent permitted by applicable law against all debts, judgments, costs, charges or expenses incurred or sustained by the Director in connection with any action, suit or proceeding to which the Director may be made a party by reason of his being or having been a director of the Company. The Company shall have the right to assume, with legal counsel of its choice, the defense of Director in any such action, suit or proceeding for which the Company is providing indemnification to Director. Should Director determine to employ separate legal counsel in any such action, suit or proceeding, any costs and expenses of such separate legal counsel shall be the sole responsibility of Director. If the Company does not assume the defense of any such action, suit or other proceeding, the Company shall, upon request of the Director, promptly advance or pay any amount for costs or expenses (including, without limitation, the reasonable legal fees and expenses of counsel retained by Director) incurred by Director in connection with any such action, suit or proceeding. The Company shall not be obligated to indemnify Director against any actions that constitute, in the reasonable discretion of the Board of Directors, an act of gross negligence or willful misconduct or contrary to the general indemnification provisions of the Nevada Revised Statutes or the Company's certificate of incorporation or bylaws.

9. Remedies. The Director agrees that any breach of the terms of Section 3 and Section 6 of this Agreement would result in irreparable injury and damage to the Company for which the Company would have no adequate remedy at law; the Director therefore also agrees that in the event of said breach or any threat of breach, the Company shall be entitled to an immediate injunction and restraining order to prevent such breach and/or threatened breach and/or continued breach by the Director and/or any and all entities acting for and/or with the Director, without having to prove damages or paying a bond, in addition to any other remedies to which the Company may be entitled at law or in equity. The terms of this paragraph shall not prevent the Company from pursuing any other available remedies for any breach or threatened breach hereof, including, but not limited to, the recovery of damages from the Director. The Director acknowledges that the Company would not have entered into this Agreement had the Director not agreed to the provisions of this Section 8.

10. Amendments and Waiver. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both parties. No waiver of any provision of this Agreement on a particular occasion will be deemed or will constitute a waiver of that provision on a subsequent occasion or a waiver of any other provision of this Agreement.

11. Binding Effect. This Agreement will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

12. Severability. The provisions of this Agreement are severable, and any provision of this Agreement that is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable in any respect will not affect the validity or enforceability of any other provision of this Agreement.

13. Arbitration. Any disputes arising from this Agreement not resolved by the parties in a good faith, timely manner shall be arbitrated within Los Angeles County, California under the rules and procedures of the American Arbitration Association. Attorney fees and costs are to be awarded to the prevailing party.

14. Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Nevada applicable to contracts made and to be performed in that state without giving effect to the principles of conflicts of laws.

15. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understanding relating to such subject matter.

16. Notices. Every notice relating to this Agreement shall be in writing and shall be given by personal delivery or by registered or certified mail, postage prepaid, return receipt requested; to:

If to the Company, to:
720 Arizona Ave
Suite 220
Santa Monica, CA 90401
Attention: President

If to the Director, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of the Director provided by the Director to the Company.

Either of the parties may change their address for purposes of notice hereunder by giving notice in writing to such other party pursuant to this Section 16.

17. Miscellaneous. This Agreement may be executed by the Company and Director in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Any party may execute this Agreement by facsimile signature and the other party will be entitled to rely on such facsimile signature as evidence that this Agreement has been duly executed by such party.

18. Definitions. As used in this Agreement, the following definitions shall apply:

- a. The "**Board**" shall have the meaning set forth in the preamble.
- b. "**Business Opportunity**" shall have the meaning set forth in Section 6.
- c. "**Business Opportunity Notice**" shall have the meaning set forth in Section 6.
- d. "**Business Opportunity Notice Period**" shall have the meaning set forth in Section 6.
- e. "**Company**" shall have the meaning set forth in the preamble.
- f. "**Confidential Information**" shall have the meaning set forth in Section 4.
- g. "**Dollars**" and the sign "\$" mean the lawful money of the United States of America.
- h. "**Director**" shall have the meaning set forth in the preamble.
- i. "**Disqualified Business Opportunity**" shall have the meaning set forth in Section 6.
- j. "**Option**" shall have the meaning set forth in Section 2.
- k. "**Option Shares**" shall have the meaning set forth in Section 2.
- l. "**Termination of Service**" shall have the meaning set forth in Section 2.
- m. "**Person(s)**" shall have the meaning set forth in Section 6.

The Parties have executed this Agreement as of the date first written above.

DIRECTOR

BLOCKCHAIN INDUSTRIES, INC.

By: /s/ Richard Kromka
Name: Richard Kromka

By: /s/ Patrick Moynihan
Name: Patrick Moynihan
Title: CEO

Address for Notice:

767 Third Ave
19th Floor
New York, NY 10017

DIRECTOR AGREEMENT

THIS DIRECTOR AGREEMENT is made effective as of December 30, 2018 (the "**Agreement**"), Blockchain Industries, Inc., a Nevada corporation with its principal place of business at 720 Arizona Ave Suite 220 Santa Monica CA 90401 (the "**Company**"), and Michael Conn ("**Director**").

WHEREAS, it is essential to the Company to retain and attract as directors the most capable persons available to serve on the board of directors of the Company (the "**Board**"); and

WHEREAS, the Company believes that Director possesses the necessary qualifications and abilities to serve as a director of the Company and to perform the functions and meet the Company's needs related to its Board,

WHEREAS, the Director shall be a Class 2 director whose term ends and are subject to election at the annual meeting of shareholders in 2020, 2023 and each third year thereafter.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the benefits to be derived by each party hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The Director shall hold office until such time that such Director's successor is duly elected and qualified, or until such Director's death or removal from office. The Director will be automatically removed from the Board if such Director resigns his office by writing delivered to the Board, becomes prohibited by law from acting as a director or commits a material breach of this Agreement pursuant to Section 7 below.

2. Compensation and Expenses.

a. Stock Option. For the services provided to the Company as a director, the Director shall receive a non-qualified stock option ("**Option**") to purchase up to Two Hundred and Fifty Thousand (250,000) shares of the Company's common stock ("**Option Shares**"), pursuant and subject to the Company's Equity Incentive Plan, a copy of which has been delivered to the Director, at the following exercise prices and vesting schedule:

Exercise Price	Quantity Vested	Vesting Date	Expiration Date
\$1.75	100,000	1/1/2019	12/31/2023
\$1.75	150,000	Sale Transaction	12/31/2023

As used herein, "Sale Transaction" means any sale, exchange or merger of not less than fifty percent (50%) of the Company's outstanding shares at a price that provides an aggregate company valuation of not less than Fifty Million Dollars (\$50,000,000).

In the event of the termination of the Director's service relationship (whether an as employee, director or consultant) with the Company (" **Termination of Service**") at any time for any reason (including, but not limited to, resignation, withdrawal, death, disability, termination, with or without cause, or any other reason) before the Director has exercised the Option in full, the Option shall automatically expire, and cease to be exercisable immediately, with respect to all of the Option Shares, whether vested or unvested. It being understood and agreed that in no event will the Option become exercisable for additional Options Shares upon a Termination of Service for any reason and such outstanding and unexercised Option shall immediately lapse and Director shall have no further rights with respect to it.

b. Expenses. Upon submission of appropriate receipts, invoices or vouchers as may be reasonably required by the Company, the Company will reimburse Director for all reasonable out-of-pocket travel expenses incurred in connection with the performance of Director's duties under this Agreement.

c. Taxes. The Director acknowledges that the exercise, transfer or other disposition of the Option may give rise to significant U.S. income tax consequences. Under Section 83 of the Internal Revenue Code and Treas. Reg. section 1.83-7(b), upon the exercise of the Option, the Director will recognize taxable ordinary income equal to the difference between the fair market value of the common stock, determined as of the exercise date, and the Option exercise price. When the Director sells the common stock, the Director will recognize taxable gain or loss (long-term if the Director held the common stock for more than one year; otherwise, short-term) equal to the difference between the amount the Director receives from the sale and the tax basis of the common stock sold. If the Company, in its discretion, determines that it is obligated to withhold any tax in connection with the exercise of the Option, or in connection with the transfer of any common stock acquired pursuant to the Option, the Director hereby agrees that the Company may withhold from the Director's compensation or other remuneration the appropriate amount of tax. At the discretion of the Company, the amount required to be withheld may be withheld in cash from such compensation or other remuneration or in kind from the common stock otherwise deliverable to the Director on exercise of this option. The Director further agrees that, if the Company does not withhold an amount from the Director's compensation or other remuneration sufficient to satisfy the withholding obligation of the Company, the Director will make reimbursement on demand, in cash, for the amount underwithheld.

3. Market Stand-Off Agreement. In the event of a public or private offering of the Company's securities and upon request of the Company, the underwriters or placement agents placing the offering of the Company's securities, the Director agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any of the Option Shares other than those included in the registration, without the prior written consent of the Company or such underwriters, as the case may be, for such period of time from the effective date of such registration as may be requested by the Company or such placement agent or underwriter.

4. Confidential Information. The Director recognizes and acknowledges that the Director will have access to Confidential Information (as defined below) relating to the business or interests of the Company or of persons with whom the Company may have business relationships. The Director agrees that both during and after his time as a director of the Company, the Director will not use for the Director's own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to the Company, including without limitation any information about the deliberations of the Board. The term "**Confidential Information**" means any non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, its affiliates or subsidiaries, or to the Company's, its affiliates' or subsidiaries' technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's, its affiliates' or subsidiaries' products or services and markets therefor, customer lists and customers, prospective customers, software, developments, inventions, processes, methodologies, algorithms, know-how, procedures, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, business plans, vendor relationships, passwords, encryption coding, search technology, analytics, transaction data, ledgers, and other business information disclosed by the Company, its affiliates or subsidiaries, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, programs, formulas, ledgers or other property of Company, its affiliates or subsidiaries. The Director also agrees during his appointment that he will not, other than for the benefit of the Company and in connection with his service as a director, make any notes, memoranda, electronic records, tape records, films, photographs, plans, drawings or any form of record relating to any matter within the scope of the business or concerning the dealings or affairs of the Company and will return any such items at any time at the request of the Board. The Director confirms that he has notified the Board in writing of all other directorships, appointments and interests, including any directorship, appointment or interest in a company, business or undertaking which competes or is likely to compete with the Company or which could otherwise potentially give rise to a conflict with his duties with the Company.

5. Duties, Time and Commitment. The Director shall use reasonable best efforts to attend all convened meetings of the Board. During the continuance of the Director's appointment, the Director will be expected to: (i) faithfully, efficiently, competently and diligently perform his duties and exercise such powers as are appropriate to his role as a director; (ii) in so far as reasonably possible, attend all meetings of the Board and of any committees of the Board of which he is a member; (iii) comply with all reasonable requests, instructions and regulations made or given by the Board (or by any duly authorized committee thereof) and give to the Board such explanations, information and assistance the Board may reasonably require; (iv) act in the best interests of the Company; and (v) use commercially reasonable efforts to promote and extend the interests and reputation of the Company, including assisting the Board in relation to public and corporate affairs and bringing to bear for the benefit of the Board the Director's particular knowledge and experience.

6. Business Opportunities & Conflicts Disclosure. The Company acknowledges and agrees that the Director should be permitted to engage in, acquire or invest in the same or similar activities or lines of business involving the provision of services or products with respect to digital assets, cryptocurrency, alternative distribution ledgers and/or blockchain technologies (each, a "**Business Opportunity**"), provided that the Director fully complies with and adheres to the following advance notice, standards of conduct and Disqualified Business Opportunity (as hereinafter defined) restrictions:

a. Business Opportunity Notice. Within ten (10) business days of the Director's appointment to the Board, the Director shall inform the Board of any held (direct or indirect) personal interests which may conflict with the Company and its businesses. In the event that the Director becomes aware of a Business Opportunity, the Director shall notify the Company in writing of such opportunity (a "**Disclosed Business Opportunity**") and deliver to the Company, or provide the Company access to, all information prepared by or on behalf of, or material information submitted or delivered to, the Director related to such potential transaction (the "**Business Opportunity Notice**"). Following the expiration of the thirty- (30-) day period (" **Business Opportunity Notice Period**") after receipt of such Business Opportunity Notice, the Company shall be deemed to have renounced any interest or expectancy in the Disclosed Business Opportunity and the Director may pursue the Disclosed Business Opportunity, provided that the Disclosed Business Opportunity is conducted by the Director in accordance with the standard set forth in Section 6.c. below and that the Disclosed Business Opportunity is not a Disqualified Business Opportunity. The Company shall not be prohibited from pursuing any Business Opportunity with respect to which it is deemed to have renounced any interest or expectancy as a result of this Section 6.

b. Disqualified Business Opportunity. During the term of this Agreement and for a period of twelve (12) months after the Director ceases to be a Director of the Company, the Director shall not shall not, directly or indirectly, pursue, become engaged in or have any ownership interest or become associated with in any Person (as hereinafter defined) which directly or indirectly pursues or becomes engaged in any Business Opportunity that (i) is first presented to the Director solely in his capacity as a director or officer of the Company or its affiliates or (ii) is identified by the Director solely through the disclosure of information by or on behalf of the Company or its affiliates (each such Business Opportunity referred to in clauses (i) and (ii), a "**Disqualified Business Opportunity**"). The Director acknowledges that the foregoing restrictions and time limitations with respect to a Business Opportunity and Disqualified Business Opportunity are reasonable and properly required for the adequate protection of the business interests of the Company.

c. Standards for Separate Conduct of Disclosed Business Opportunity. The Director may pursue a Disclosed Business Opportunity following the expiration Business Opportunity Notice Period if such Disclosed Business Opportunity is developed and pursued solely through the use of personnel and assets of the Director or jointly with the personnel and assets of any other "**Person(s)**" (as hereinafter defined), provided that such Person(s) does not owe any fiduciary or other duty to the Company. "**Person**" means an individual, corporation, partnership, limited liability company, trust, joint venture, unincorporated organization or other legal or business entity.

7. Termination for Material Breach. The Director's service on the Board may be terminated by the Company pursuant to the provision of written notice to the Director under Section 17 below in the event of a material breach by the Director of any of the provisions of this Agreement, including but not limited to Section 6 above; *providea however*, that the Director shall have been given reasonable notice and an opportunity to promptly cure any such event of a material breach (unless the event cannot be cured).

8. Limitation of Liability; Right to Indemnification. The Company shall indemnify the Director in his capacity as director of the Company to the fullest extent permitted by applicable law against all debts, judgments, costs, charges or expenses incurred or sustained by the Director in connection with any action, suit or proceeding to which the Director may be made a party by reason of his being or having been a director of the Company. The Company shall have the right to assume, with legal counsel of its choice, the defense of Director in any such action, suit or proceeding for which the Company is providing indemnification to Director. Should Director determine to employ separate legal counsel in any such action, suit or proceeding, any costs and expenses of such separate legal counsel shall be the sole responsibility of Director. If the Company does not assume the defense of any such action, suit or other proceeding, the Company shall, upon request of the Director, promptly advance or pay any amount for costs or expenses (including, without limitation, the reasonable legal fees and expenses of counsel retained by Director) incurred by Director in connection with any such action, suit or proceeding. The Company shall not be obligated to indemnify Director against any actions that constitute, in the reasonable discretion of the Board of Directors, an act of gross negligence or willful misconduct or contrary to the general indemnification provisions of the Nevada Revised Statutes or the Company's certificate of incorporation or bylaws.

9. Remedies. The Director agrees that any breach of the terms of Section 3 and Section 6 of this Agreement would result in irreparable injury and damage to the Company for which the Company would have no adequate remedy at law; the Director therefore also agrees that in the event of said breach or any threat of breach, the Company shall be entitled to an immediate injunction and restraining order to prevent such breach and/or threatened breach and/or continued breach by the Director and/or any and all entities acting for and/or with the Director, without having to prove damages or paying a bond, in addition to any other remedies to which the Company may be entitled at law or in equity. The terms of this paragraph shall not prevent the Company from pursuing any other available remedies for any breach or threatened breach hereof, including, but not limited to, the recovery of damages from the Director. The Director acknowledges that the Company would not have entered into this Agreement had the Director not agreed to the provisions of this Section 8.

10. Amendments and Waiver. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both parties. No waiver of any provision of this Agreement on a particular occasion will be deemed or will constitute a waiver of that provision on a subsequent occasion or a waiver of any other provision of this Agreement.

11. Binding Effect. This Agreement will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

12. Severability. The provisions of this Agreement are severable, and any provision of this Agreement that is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable in any respect will not affect the validity or enforceability of any other provision of this Agreement.

13. Arbitration. Any disputes arising from this Agreement not resolved by the parties in a good faith, timely manner shall be arbitrated within Los Angeles County, California under the rules and procedures of the American Arbitration Association. Attorney fees and costs are to be awarded to the prevailing party.

14. Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Nevada applicable to contracts made and to be performed in that state without giving effect to the principles of conflicts of laws.

15. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understanding relating to such subject matter.

16. Notices. Every notice relating to this Agreement shall be in writing and shall be given by personal delivery or by registered or certified mail, postage prepaid, return receipt requested; to:

If to the Company, to:
720 Arizona Ave
Suite 220
Santa Monica, CA 90401
Attention: President

If to the Director, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of the Director provided by the Director to the Company.

Either of the parties may change their address for purposes of notice hereunder by giving notice in writing to such other party pursuant to this Section 16.

17. Miscellaneous. This Agreement may be executed by the Company and Director in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Any party may execute this Agreement by facsimile signature and the other party will be entitled to rely on such facsimile signature as evidence that this Agreement has been duly executed by such party.

18. Definitions. As used in this Agreement, the following definitions shall apply:

- a. The "**Board**" shall have the meaning set forth in the preamble.
 - b. "**Business Opportunity**" shall have the meaning set forth in Section 6.
 - c. "**Business Opportunity Notice**" shall have the meaning set forth in Section 6.
 - d. "**Business Opportunity Notice Period**" shall have the meaning set forth in Section 6.
 - e. "**Company**" shall have the meaning set forth in the preamble.
 - f. "**Confidential Information**" shall have the meaning set forth in Section 4.
 - g. "**Dollars**" and the sign "\$" mean the lawful money of the United States of America.
 - h. "**Director**" shall have the meaning set forth in the preamble.
 - i. "**Disqualified Business Opportunity**" shall have the meaning set forth in Section 6.
 - j. "**Option**" shall have the meaning set forth in Section 2.
 - k. "**Option Shares**" shall have the meaning set forth in Section 2.
 - l. "**Termination of Service**" shall have the meaning set forth in Section 2.
 - m. "**Person(s)**" shall have the meaning set forth in Section 6.
-

The Parties have executed this Agreement as of the date first written above.

DIRECTOR

BLOCKCHAIN INDUSTRIES, INC.

By: /s/ Michael Conn
Name: Michael Conn

By: /s/ Patrick Moynihan
Name: Patrick Moynihan
Title: CEO

Address for Notice:

30030 Quail Run Dr.
Agoura Hills, CA 91301

DIRECTOR AGREEMENT

THIS DIRECTOR AGREEMENT is made effective as of December 31, 2018 (the "**Agreement**"), Blockchain Industries, Inc., a Nevada corporation with its principal place of business at 720 Arizona Ave Suite 220 Santa Monica CA 90401 (the "**Company**"), and Kevin Hu ("**Director**").

WHEREAS, it is essential to the Company to retain and attract as directors the most capable persons available to serve on the board of directors of the Company (the "**Board**"); and

WHEREAS, the Company believes that Director possesses the necessary qualifications and abilities to serve as a director of the Company and to perform the functions and meet the Company's needs related to its Board,

WHEREAS, the Director shall be a Class 1 director whose term ends and are subject to election at the annual meeting of shareholders in 2019, 2022 and each third year thereafter.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the benefits to be derived by each party hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The Director shall hold office until such time that such Director's successor is duly elected and qualified, or until such Director's death or removal from office. The Director will be automatically removed from the Board if such Director resigns his office by writing delivered to the Board, becomes prohibited by law from acting as a director or commits a material breach of this Agreement pursuant to Section 7 below.

2. Compensation and Expenses.

a. Stock Option. For the services provided to the Company as a director, the Director shall receive a non-qualified stock option ("**Option**") to purchase up to Four Hundred Thousand (400,000) shares of the Company's common stock ("**Option Shares**"), pursuant and subject to the Company's Equity Incentive Plan, a copy of which has been delivered to the Director, at the following exercise prices and vesting schedule:

Exercise Price	Quantity Vested	Vesting Date	Expiration Date
\$1.75	150,000	1/1/2019	12/31/2023
\$1.75	250,000	Sale Transaction	12/31/2023

As used herein, "Sale Transaction" means any sale, exchange or merger of not less than fifty percent (50%) of the Company's outstanding shares at a price that provides an aggregate company valuation of not less than Fifty Million Dollars (\$50,000,000).

In the event of the termination of the Director's service relationship (whether an as employee, director or consultant) with the Company (" **Termination of Service**") at any time for any reason (including, but not limited to, resignation, withdrawal, death, disability, termination, with or without cause, or any other reason) before the Director has exercised the Option in full, the Option shall automatically expire, and cease to be exercisable immediately, with respect to all of the Option Shares, whether vested or unvested. It being understood and agreed that in no event will the Option become exercisable for additional Options Shares upon a Termination of Service for any reason and such outstanding and unexercised Option shall immediately lapse and Director shall have no further rights with respect to it.

b. Expenses. Upon submission of appropriate receipts, invoices or vouchers as may be reasonably required by the Company, the Company will reimburse Director for all reasonable out-of-pocket travel expenses incurred in connection with the performance of Director's duties under this Agreement.

c. Taxes. The Director acknowledges that the exercise, transfer or other disposition of the Option may give rise to significant U.S. income tax consequences. Under Section 83 of the Internal Revenue Code and Treas. Reg. section 1.83-7(b), upon the exercise of the Option, the Director will recognize taxable ordinary income equal to the difference between the fair market value of the common stock, determined as of the exercise date, and the Option exercise price. When the Director sells the common stock, the Director will recognize taxable gain or loss (long-term if the Director held the common stock for more than one year; otherwise, short-term) equal to the difference between the amount the Director receives from the sale and the tax basis of the common stock sold. If the Company, in its discretion, determines that it is obligated to withhold any tax in connection with the exercise of the Option, or in connection with the transfer of any common stock acquired pursuant to the Option, the Director hereby agrees that the Company may withhold from the Director's compensation or other remuneration the appropriate amount of tax. At the discretion of the Company, the amount required to be withheld may be withheld in cash from such compensation or other remuneration or in kind from the common stock otherwise deliverable to the Director on exercise of this option. The Director further agrees that, if the Company does not withhold an amount from the Director's compensation or other remuneration sufficient to satisfy the withholding obligation of the Company, the Director will make reimbursement on demand, in cash, for the amount underwithheld.

3. Market Stand-Off Agreement. In the event of a public or private offering of the Company's securities and upon request of the Company, the underwriters or placement agents placing the offering of the Company's securities, the Director agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any of the Option Shares other than those included in the registration, without the prior written consent of the Company or such underwriters, as the case may be, for such period of time from the effective date of such registration as may be requested by the Company or such placement agent or underwriter.

4. Confidential Information. The Director recognizes and acknowledges that the Director will have access to Confidential Information (as defined below) relating to the business or interests of the Company or of persons with whom the Company may have business relationships. The Director agrees that both during and after his time as a director of the Company, the Director will not use for the Director's own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to the Company, including without limitation any information about the deliberations of the Board. The term "**Confidential Information**" means any non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, its affiliates or subsidiaries, or to the Company's, its affiliates' or subsidiaries' technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's, its affiliates' or subsidiaries' products or services and markets therefor, customer lists and customers, prospective customers, software, developments, inventions, processes, methodologies, algorithms, know-how, procedures, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, business plans, vendor relationships, passwords, encryption coding, search technology, analytics, transaction data, ledgers, and other business information disclosed by the Company, its affiliates or subsidiaries, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, programs, formulas, ledgers or other property of Company, its affiliates or subsidiaries. The Director also agrees during his appointment that he will not, other than for the benefit of the Company and in connection with his service as a director, make any notes, memoranda, electronic records, tape records, films, photographs, plans, drawings or any form of record relating to any matter within the scope of the business or concerning the dealings or affairs of the Company and will return any such items at any time at the request of the Board. The Director confirms that he has notified the Board in writing of all other directorships, appointments and interests, including any directorship, appointment or interest in a company, business or undertaking which competes or is likely to compete with the Company or which could otherwise potentially give rise to a conflict with his duties with the Company.

5. Duties, Time and Commitment. The Director shall use reasonable best efforts to attend all convened meetings of the Board. During the continuance of the Director's appointment, the Director will be expected to: (i) faithfully, efficiently, competently and diligently perform his duties and exercise such powers as are appropriate to his role as a director; (ii) in so far as reasonably possible, attend all meetings of the Board and of any committees of the Board of which he is a member; (iii) comply with all reasonable requests, instructions and regulations made or given by the Board (or by any duly authorized committee thereof) and give to the Board such explanations, information and assistance the Board may reasonably require; (iv) act in the best interests of the Company; and (v) use commercially reasonable efforts to promote and extend the interests and reputation of the Company, including assisting the Board in relation to public and corporate affairs and bringing to bear for the benefit of the Board the Director's particular knowledge and experience.

6. Business Opportunities & Conflicts Disclosure. The Company acknowledges and agrees that the Director should be permitted to engage in, acquire or invest in the same or similar activities or lines of business involving the provision of services or products with respect to digital assets, cryptocurrency, alternative distribution ledgers and/or blockchain technologies (each, a "**Business Opportunity**"), provided that the Director fully complies with and adheres to the following advance notice, standards of conduct and Disqualified Business Opportunity (as hereinafter defined) restrictions:

a. Business Opportunity Notice. Within ten (10) business days of the Director's appointment to the Board, the Director shall inform the Board of any held (direct or indirect) personal interests which may conflict with the Company and its businesses. In the event that the Director becomes aware of a Business Opportunity, the Director shall notify the Company in writing of such opportunity (a "**Disclosed Business Opportunity**") and deliver to the Company, or provide the Company access to, all information prepared by or on behalf of, or material information submitted or delivered to, the Director related to such potential transaction (the "**Business Opportunity Notice**"). Following the expiration of the thirty- (30-) day period (" **Business Opportunity Notice Period**") after receipt of such Business Opportunity Notice, the Company shall be deemed to have renounced any interest or expectancy in the Disclosed Business Opportunity and the Director may pursue the Disclosed Business Opportunity, provided that the Disclosed Business Opportunity is conducted by the Director in accordance with the standard set forth in Section 6.c. below and that the Disclosed Business Opportunity is not a Disqualified Business Opportunity. The Company shall not be prohibited from pursuing any Business Opportunity with respect to which it is deemed to have renounced any interest or expectancy as a result of this Section 6.

b. Disqualified Business Opportunity. During the term of this Agreement and for a period of twelve (12) months after the Director ceases to be a Director of the Company, the Director shall not shall not, directly or indirectly, pursue, become engaged in or have any ownership interest or become associated with in any Person (as hereinafter defined) which directly or indirectly pursues or becomes engaged in any Business Opportunity that (i) is first presented to the Director solely in his capacity as a director or officer of the Company or its affiliates or (ii) is identified by the Director solely through the disclosure of information by or on behalf of the Company or its affiliates (each such Business Opportunity referred to in clauses (i) and (ii), a "**Disqualified Business Opportunity**"). The Director acknowledges that the foregoing restrictions and time limitations with respect to a Business Opportunity and Disqualified Business Opportunity are reasonable and properly required for the adequate protection of the business interests of the Company.

c. Standards for Separate Conduct of Disclosed Business Opportunity. The Director may pursue a Disclosed Business Opportunity following the expiration Business Opportunity Notice Period if such Disclosed Business Opportunity is developed and pursued solely through the use of personnel and assets of the Director or jointly with the personnel and assets of any other "**Person(s)**" (as hereinafter defined), provided that such Person(s) does not owe any fiduciary or other duty to the Company. "**Person**" means an individual, corporation, partnership, limited liability company, trust, joint venture, unincorporated organization or other legal or business entity.

7. Termination for Material Breach. The Director's service on the Board may be terminated by the Company pursuant to the provision of written notice to the Director under Section 17 below in the event of a material breach by the Director of any of the provisions of this Agreement, including but not limited to Section 6 above; *providea however*, that the Director shall have been given reasonable notice and an opportunity to promptly cure any such event of a material breach (unless the event cannot be cured).

8. Limitation of Liability; Right to Indemnification. The Company shall indemnify the Director in his capacity as director of the Company to the fullest extent permitted by applicable law against all debts, judgments, costs, charges or expenses incurred or sustained by the Director in connection with any action, suit or proceeding to which the Director may be made a party by reason of his being or having been a director of the Company. The Company shall have the right to assume, with legal counsel of its choice, the defense of Director in any such action, suit or proceeding for which the Company is providing indemnification to Director. Should Director determine to employ separate legal counsel in any such action, suit or proceeding, any costs and expenses of such separate legal counsel shall be the sole responsibility of Director. If the Company does not assume the defense of any such action, suit or other proceeding, the Company shall, upon request of the Director, promptly advance or pay any amount for costs or expenses (including, without limitation, the reasonable legal fees and expenses of counsel retained by Director) incurred by Director in connection with any such action, suit or proceeding. The Company shall not be obligated to indemnify Director against any actions that constitute, in the reasonable discretion of the Board of Directors, an act of gross negligence or willful misconduct or contrary to the general indemnification provisions of the Nevada Revised Statutes or the Company's certificate of incorporation or bylaws.

9. Remedies. The Director agrees that any breach of the terms of Section 3 and Section 6 of this Agreement would result in irreparable injury and damage to the Company for which the Company would have no adequate remedy at law; the Director therefore also agrees that in the event of said breach or any threat of breach, the Company shall be entitled to an immediate injunction and restraining order to prevent such breach and/or threatened breach and/or continued breach by the Director and/or any and all entities acting for and/or with the Director, without having to prove damages or paying a bond, in addition to any other remedies to which the Company may be entitled at law or in equity. The terms of this paragraph shall not prevent the Company from pursuing any other available remedies for any breach or threatened breach hereof, including, but not limited to, the recovery of damages from the Director. The Director acknowledges that the Company would not have entered into this Agreement had the Director not agreed to the provisions of this Section 8.

10. Amendments and Waiver. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both parties. No waiver of any provision of this Agreement on a particular occasion will be deemed or will constitute a waiver of that provision on a subsequent occasion or a waiver of any other provision of this Agreement.

11. Binding Effect. This Agreement will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

12. Severability. The provisions of this Agreement are severable, and any provision of this Agreement that is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable in any respect will not affect the validity or enforceability of any other provision of this Agreement.

13. Arbitration. Any disputes arising from this Agreement not resolved by the parties in a good faith, timely manner shall be arbitrated within Los Angeles County, California under the rules and procedures of the American Arbitration Association. Attorney fees and costs are to be awarded to the prevailing party.

14. Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Nevada applicable to contracts made and to be performed in that state without giving effect to the principles of conflicts of laws.

15. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understanding relating to such subject matter.

16. Notices. Every notice relating to this Agreement shall be in writing and shall be given by personal delivery or by registered or certified mail, postage prepaid, return receipt requested; to:

If to the Company, to:
720 Arizona Ave
Suite 220
Santa Monica, CA 90401
Attention: President

If to the Director, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of the Director provided by the Director to the Company.

Either of the parties may change their address for purposes of notice hereunder by giving notice in writing to such other party pursuant to this Section 16.

17. Miscellaneous. This Agreement may be executed by the Company and Director in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Any party may execute this Agreement by facsimile signature and the other party will be entitled to rely on such facsimile signature as evidence that this Agreement has been duly executed by such party.

18. Definitions. As used in this Agreement, the following definitions shall apply:

- a. The "**Board**" shall have the meaning set forth in the preamble.
- b. "**Business Opportunity**" shall have the meaning set forth in Section 6.
- c. "**Business Opportunity Notice**" shall have the meaning set forth in Section 6.
- d. "**Business Opportunity Notice Period**" shall have the meaning set forth in Section 6.
- e. "**Company**" shall have the meaning set forth in the preamble.
- f. "**Confidential Information**" shall have the meaning set forth in Section 4.
- g. "**Dollars**" and the sign "\$" mean the lawful money of the United States of America.
- h. "**Director**" shall have the meaning set forth in the preamble.
- i. "**Disqualified Business Opportunity**" shall have the meaning set forth in Section 6.
- j. "**Option**" shall have the meaning set forth in Section 2.
- k. "**Option Shares**" shall have the meaning set forth in Section 2.
- l. "**Termination of Service**" shall have the meaning set forth in Section 2.
- m. "**Person(s)**" shall have the meaning set forth in Section 6.

The Parties have executed this Agreement as of the date first written above.

DIRECTOR

BLOCKCHAIN INDUSTRIES, INC.

By: /s/ Kevin Hu _____
Name: Kevin Hu

By: /s/ Patrick Moynihan _____
Name: Patrick Moynihan
Title: CEO

Address for Notice:

5 St. Andres Ct
Thornhill, Toronto, L3T 2N3

BLOCKCHAIN INDUSTRIES, INC.

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is made and entered into as of March 12th 2018 (the "**Effective Date**") by and between Blockchain Industries, Inc., a Nevada corporation with its principal place of business at 53 Calle Palmeras, Suite 802, San Juan, PR 00901 (the "**Company**"), and Kevin Hu ("**Consultant**") (each herein referred to individually as a "**Party**," or collectively as the "**Parties**").

WHEREAS, The Company desires to retain Consultant as an independent contractor to perform the services of Director of Asset Allocation for the Company, and Consultant is willing to perform such services, on the terms described below.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Services and Compensation

Consultant shall perform the services described in **Exhibit A** (the "**Services**") for the Company (or its designee), and the Company agrees to pay Consultant the compensation described in **Exhibit A**, and no other compensation, for Consultant's performance of the Services.

2. Applicability to Past Activities

Consultant agrees that if and to the extent that Consultant provided any services or made efforts on behalf of or for the benefit of Company, or related to the current or prospective business of Company in anticipation of Consultant's involvement with the Company, that would have been "Services" if performed during the term of this Agreement (the "**Prior Consulting Period**") and to the extent that during the Prior Consulting Period: (i) Consultant received access to any information from or on behalf of Company that would have been "Confidential Information" (as defined below) if Consultant received access to such information during the term of this Agreement; or (ii) Consultant conceived, created, authored, invented, developed or reduced to practice any item (including any intellectual property rights with respect thereto) on behalf of or for the benefit of Company, or related to the current or prospective business of Company in anticipation of Consultant's involvement with Company, that would have been an "Invention" (as defined below) if conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement; then any such information shall be deemed "Confidential Information" hereunder and any such item shall be deemed an "Invention" hereunder, and this Agreement shall apply to such activities, information or item as if disclosed, conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement. Consultant further acknowledges that Consultant has been fully compensated for all services provided during any such Prior Consulting Period.

3. Confidentiality

A. Definition of Confidential Information. "**Confidential Information**" means any non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, its affiliates or subsidiaries, or to the Company's, its affiliates' or subsidiaries' technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's, its affiliates' or subsidiaries' products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on whom Consultant called or with whom Consultant became acquainted during the term of this Agreement), software, developments, inventions, processes, methodologies, know-how, procedures, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company, its affiliates or subsidiaries, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, or other property of Company, its affiliates or subsidiaries. Notwithstanding the foregoing, Confidential Information shall not include any such information which Consultant can establish (i) was publicly known or made generally available prior to the time of disclosure to Consultant; (ii) becomes publicly known or made generally available after disclosure to Consultant through no wrongful action or inaction of Consultant; or (iii) is in the rightful possession of Consultant, without confidentiality obligations, at the time of disclosure as shown by Consultant's then-contemporaneous written records.

B. *Nonuse and Nondisclosure.* During and after the term of this Agreement, Consultant will hold in the strictest confidence, and take all reasonable and necessary precautions to prevent any unauthorized use or disclosure of Confidential Information, and Consultant will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for the performance of the Services on behalf of the Company, or (ii) disclose the Confidential Information to any third party without the prior written consent of an authorized representative of Company. Consultant may disclose Confidential Information to the extent compelled by applicable law; *provided however*, prior to such disclosure, Consultant shall provide prior written notice to Company and seek a protective order or such similar confidential protection as may be available under applicable law. Consultant agrees that no ownership of Confidential Information is conveyed to the Consultant. Without limiting the foregoing, Consultant shall not use or disclose any Company property, intellectual property rights, trade secrets or other proprietary know-how of the Company to invent, author, make, develop, design, or otherwise enable others to invent, author, make, develop, or design identical or substantially similar designs, processes, formulas, or software, as those developed under this Agreement for any third party. Consultant agrees that Consultant's obligations under this Section 3.B shall continue after the termination of this Agreement.

C. *Other Client Confidential Information.* Consultant agrees that Consultant will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former or concurrent employer of Consultant or other person or entity with which Consultant has an obligation to keep in confidence. Consultant also agrees that Consultant will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

D. *Third Party Confidential Information.* Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that at all times during the term of this Agreement and thereafter, Consultant owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

4. Ownership

A. *Assignment of Inventions.* Consultant agrees that all right, title, and interest in and to any copyrightable material, notes, records, drawings, designs, charts, graphs, data compilations, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Consultant, solely or in collaboration with others, during the term of this Agreement and arising out of, or in connection with, performing the Services under this Agreement and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, "*Inventions*"), are the sole property of the Company. Consultant also agrees to promptly make full written disclosure to the Company of any Inventions and to deliver and assign (or cause to be assigned) and hereby irrevocably assigns fully to the Company all right, title and interest in and to the Inventions without any compensation therefor.

B. *Pre-Existing Materials.* Subject to Section 4.A, Consultant agrees that if, in the course of performing the Services, Consultant incorporates into any Invention or utilizes in the performance of the Services any pre-existing invention, discovery, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or intellectual property right owned by Consultant or in which Consultant has an interest ("***Prior Inventions***"), (i) Consultant will provide the Company with prior written notice and (ii) the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. Consultant will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any Invention.

C. *Moral Rights.* Any assignment to the Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "***Moral Rights***"). To the extent that Moral Rights cannot be assigned under applicable law, Consultant hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

D. *Maintenance of Records.* Consultant agrees to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by Consultant (solely or jointly with others) during the term of this Agreement, and for a period of three (3) years thereafter. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that is customary in the industry and/or otherwise specified by the Company. Such records are and remain the sole property of the Company at all times and upon Company's request, Consultant shall deliver (or cause to be delivered) the same.

E. *Further Assurances.* Consultant agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title, and interest in and to all Inventions and testifying in a suit or other proceeding relating to such Inventions. Consultant further agrees that Consultant's obligations under this Section 4.E shall continue after the termination of this Agreement.

F. *Attorney-in-Fact.* Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and on Consultant's behalf to execute and file any papers and oaths and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant, effective if the Company is unable because of Consultant's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Consultant's signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in Section 4.A. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

5. Conflicting Obligations

A. Consultant represents and warrants that Consultant has no agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, Consultant's obligations to the Company under this Agreement, and/or Consultant's ability to perform the Services. Consultant will not enter into any such conflicting agreement during the term of this Agreement.

B. Consultant shall require all Consultant's employees, contractors, or other third-parties performing Services under this Agreement to execute a Confidential Information and Assignment Agreement in the form provided by the Company, and promptly provide a copy of each such executed agreement to the Company. Consultant's violation of this Article 5 will be considered a material breach under Section 8.B.

6. Return of Company Materials

Upon the termination of this Agreement, or upon Company's earlier request, Consultant will immediately deliver to the Company, and will not keep in Consultant's possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, all records, drawings, notebooks, and other documents pertaining to any Confidential Information, tangible embodiments of the Inventions, all devices and equipment belonging to the Company, all electronically-stored information and passwords to access such property, those records maintained pursuant to Section 4.D and any reproductions of any of the foregoing items that Consultant may have in Consultant's possession or control.

7. Reports

Consultant agrees that Consultant shall, no less than on a weekly basis, keep the Company advised as to Consultant's progress in performing the Services under this Agreement. Consultant further agrees that Consultant will, as requested by the Company, prepare written reports with respect to such progress and any projects being worked on or implemented. The Company and Consultant agree that the reasonable time expended in preparing such written reports will be considered time devoted to the performance of the Services.

8. Term and Termination

A. **Term.** The term of this Agreement will begin on the Effective Date of this Agreement and will continue until the earlier of (i) the period defined in Exhibit A or (ii) termination as provided in Section 8.B.

B. **Termination.** The Company may terminate this Agreement upon giving Consultant five (5) days prior written notice of such termination pursuant to Section 14.G of this Agreement. The Company may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement.

C. **Survival.** Upon any termination, all rights and duties of the Company and Consultant toward each other shall cease except:

(1) The Company will pay, within thirty (30) days after the effective date of termination, all amounts owing to Consultant for Services completed and accepted by the Company prior to the termination date and related reimbursable expenses, if any, submitted in accordance with the Company's policies and in accordance with the provisions of Article 1 of this Agreement; and

(2) Article 3 (Confidentiality), Article 4 (Ownership), Section 5.B (Conflicting Obligations), Article 6 (Return of Company Materials), Article 8 (Term and Termination), Article 9 (Independent Contractor; Benefits), Article 10 (Indemnification), Article 11 (Noninterference), Article 12 (Limitation of Liability), Article 13 (Arbitration and Equitable Relief), and Article 14 (Miscellaneous) will survive termination or expiration of this Agreement in accordance with their terms.

9. Independent Contractor; Benefits

A. Independent Contractor. It is the express intention of the Company and Consultant that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee, partner, co-venturer, or representative of the Company. Without limiting the generality of the foregoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority. Consultant agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish this Agreement and shall incur all expenses associated with performance, except as expressly provided in **Exhibit A**.

B. Tax Matters. Consultant acknowledges that the exercise, transfer or other disposition of the Options more fully described in Schedule A may give rise to significant U.S. income tax consequences. Consultant is urged to consult with her own tax advisor to determine the effect of U.S. federal income tax laws, as well as applicable treaties, if any, with regard to the Options. The following outlines certain U.S. federal income tax consequences applicable to nonqualified stock options. This discussion is general in nature and is not a substitute for an individual analysis of the tax consequences relating to the Options. The Company makes no representation or warranties with respect to the tax consequences of the compensation provided to Consultant under the terms of this Agreement.

(1) *U.S. Persons:* Nonqualified stock options refer to options that are not required to meet specified criteria set forth in Section 422 of the Internal Revenue Code ("Code"). With respect to U.S. citizens or residents ("U.S. Persons"), the taxation of nonqualified stock options generally is governed by Section 83 of the Code. Nonqualified stock options generally are not taxable upon grant, because they do not have a "readily ascertainable fair market value" within the meaning Treasury Regulations Section 1.83-7(b). As such, nonqualified stock options generally will be taxed on exercise in amount equal the spread between the fair market value of the underlying stock and the exercise price on the date the options are exercised. The taxable amount is treated as ordinary income, and not eligible for the preferential long-term capital gains tax rate. An exception will apply with respect to stock received on exercise of an option that is subject to a "substantial risk of forfeiture" (meaning, the stock is not vested). The taxable event with respect options involving a substantial risk of forfeiture will occur at the time of vesting of the underlying stock, and the associated tax will be based on the spread between the fair market value of the underlying stock on the vesting date and the option exercise price. The taxable spread upon the exercise of an option by service providers other than employees (including an independent contractor) is reported on IRS Form 1099-MISC, and withholding of employment tax typically is not required in such case.

(2) *Non-U.S. Persons.* Individuals who are not considered to be U.S. citizens or residents are only subject to U.S. federal income tax on income that is "effectively connected" ("ECI") with a U.S. trade or business. Performing services in the U.S. as an independent contractor, even for a single day, may constitute being engaged in a U.S. trade or business for this purpose, and as such, may give rise to taxable ECI. That being the case, though, it is clear that the exercise of a nonqualified stock option will not result in U.S. income taxation with respect to an independent contractor who does not perform any personal services in the U.S. within the taxable year. In addition, many bilateral income tax treaties between the U.S. and other countries, in dealing with the taxation of income from personal services, distinguish between "independent" (including an independent contractor) and "dependent" (employment) personal services. Many tax treaties provide an exemption from U.S. income taxation for compensation earned by an independent contractor provided that he/she is not present in the U.S. for more than a certain number of (generally, 183) days in the taxable year.

(3) Consultant agrees and understands that he/she is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Consultant agrees to indemnify and hold harmless the Company and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising from or in connection with (i) any obligation imposed on the Company to pay withholding taxes or similar items, (ii) any determination by a court or agency that the Consultant is not an independent contractor. The parties will comply with all federal, state, and local tax laws applicable to transactions occurring under this Agreement. Consultant will provide Company with a completed Form W-9, applicable Form W-8 series form, or Form 8233, as appropriate, for federal income tax reporting purposes.

C. **No Benefits.** The Company and Consultant agree that Consultant will receive no Company-sponsored benefits from the Company where benefits include, but are not limited to, paid vacation, sick leave, health and medical insurance and 401k participation or other fringe benefit plans. If Consultant is reclassified by a state or federal agency or court as the Company's employee, Consultant will become a reclassified employee and will receive no benefits from the Company, except those mandated by state or federal law, even if by the terms of the Company's benefit plans or programs of the Company in effect at the time of such reclassification, Consultant would otherwise be eligible for such benefits.

10. Indemnification

Consultant agrees to indemnify and hold harmless the Company and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or Consultant's assistants, employees, contractors or agents, (ii) a determination by a court or agency that the Consultant is not an independent contractor, (iii) any breach by the Consultant or Consultant's assistants, employees, contractors or agents of any of the covenants contained in this Agreement and corresponding Confidential Information and Invention Assignment Agreement, (iv) any failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (v) any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of the Inventions or other deliverables of Consultant under this Agreement.

Company agrees to indemnify and hold harmless the Consultant from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Company or Company's employees, contractors or agents.

11. Nonsolicitation

To the fullest extent permitted under applicable law, from the date of this Agreement until twelve (12) months after the termination of this Agreement for any reason (the "**Restricted Period**"), Consultant will not, without the Company's prior written consent, directly or indirectly, solicit any of the Company's employees to leave their employment, or attempt to solicit employees of the Company, either for Consultant or for any other person or entity. Consultant agrees that nothing in this Article 11 shall affect Consultant's continuing obligations under this Agreement during and after this twelve (12) month period, including, without limitation, Consultant's obligations under Article 3.

12. Limitation of Liability

IN NO EVENT SHALL COMPANY BE LIABLE TO CONSULTANT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY COMPANY TO CONSULTANT UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTION GIVING RISE TO SUCH LIABILITY.

13. Arbitration and Equitable Relief

A. Arbitration. IN CONSIDERATION OF CONSULTANT'S CONSULTING RELATIONSHIP WITH THE COMPANY, ITS PROMISE TO ARBITRATE ALL DISPUTES RELATED TO CONSULTANT'S CONSULTING RELATIONSHIP WITH THE COMPANY AND CONSULTANT'S RECEIPT OF THE COMPENSATION PAID TO CONSULTANT BY COMPANY, AT PRESENT AND IN THE FUTURE, CONSULTANT AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER OR BENEFIT PLAN OF THE COMPANY IN THEIR CAPACITY AS SUCH OR OTHERWISE) ARISING OUT OF, RELATING TO, OR RESULTING FROM CONSULTANT'S CONSULTING RELATIONSHIP WITH THE COMPANY OR THE TERMINATION OF CONSULTANT'S CONSULTING RELATIONSHIP WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION RULES SET FORTH IN N.Y. CIV. PRAC. LAW § 7501 ET SEQ. (THE "**RULES**") AND PURSUANT TO NEW YORK LAW. CONSULTANT FURTHER UNDERSTANDS THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH CONSULTANT.

B. **Procedure.** CONSULTANT AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. (“**JAMS**”) PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE “**JAMS RULES**”). CONSULTANT AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION AND MOTIONS TO DISMISS AND DEMURRERS, PRIOR TO ANY ARBITRATION HEARING. CONSULTANT AGREES THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. CONSULTANT ALSO AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES, INCLUDING ATTORNEYS’ FEES AND COSTS, AVAILABLE UNDER APPLICABLE LAW. CONSULTANT AGREES THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN A MANNER CONSISTENT WITH THE RULES, INCLUDING THE NEW YORK CIVIL PRACTICE LAW AND RULES, AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL NEW YORK LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH NEW YORK LAW, NEW YORK LAW SHALL TAKE PRECEDENCE. CONSULTANT FURTHER AGREES THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN NEW YORK COUNTY, NEW YORK.

C. **Remedy.** EXCEPT AS PROVIDED BY THE RULES, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE AND FINAL REMEDY FOR ANY DISPUTE BETWEEN CONSULTANT AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE RULES, NEITHER CONSULTANT NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION. NOTWITHSTANDING, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO DISREGARD OR REFUSE TO ENFORCE ANY LAWFUL COMPANY POLICY, AND THE ARBITRATOR SHALL NOT ORDER OR REQUIRE THE COMPANY TO ADOPT A POLICY NOT OTHERWISE REQUIRED BY LAW WHICH THE COMPANY HAS NOT ADOPTED.

D. **Availability of Injunctive Relief.** EITHER PARTY MAY ALSO PETITION THE COURT FOR INJUNCTIVE RELIEF WHERE EITHER PARTY ALLEGES OR CLAIMS A VIOLATION OF ANY AGREEMENT REGARDING TRADE SECRETS, OR CONFIDENTIAL INFORMATION, OR A BREACH OF ANY DUTY NOT TO ENGAGE IN CONFLICTING BUSINESS ACTIVITY. IN THE EVENT EITHER PARTY SEEKS INJUNCTIVE RELIEF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE COSTS AND ATTORNEYS’ FEES.

E. **Administrative Relief.** CONSULTANT UNDERSTANDS THAT THIS AGREEMENT DOES NOT PROHIBIT CONSULTANT FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE OR FEDERAL ADMINISTRATIVE BODY SUCH AS THE DIVISION OF HUMAN RIGHTS, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, OR THE WORKERS’ COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE CONSULTANT FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM, EXCEPT AS PERMITTED BY LAW.

F. **Voluntary Nature of Agreement.** CONSULTANT ACKNOWLEDGES AND AGREES THAT HE/SHE IS EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. CONSULTANT FURTHER ACKNOWLEDGES AND AGREES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND THAT CONSULTANT HAS ASKED ANY QUESTIONS NEEDED FOR CONSULTANT TO UNDERSTAND THE TERMS, CONSEQUENCES AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT **CONSULTANT IS WAIVING HIS/HER RIGHT TO A JURY TRIAL**. FINALLY, CONSULTANT AGREES THAT HE/SHE HAS BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF CONSULTANT'S CHOICE BEFORE SIGNING THIS AGREEMENT.

14. Miscellaneous

A. **Governing Law; Consent to Personal Jurisdiction.** This Agreement shall be governed by the laws of the State of New York, without regard to the conflicts of law provisions of any jurisdiction. To the extent that any lawsuit is permitted under this Agreement, the Parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in New York.

B. **Assignability.** This Agreement will be binding upon Consultant's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Except as may otherwise be provided in this Agreement, Consultant may not sell, assign or delegate any rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

C. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Consultant represents and warrants that he/she is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule.

D. **Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

E. **Severability.** If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

F. **Modification, Waiver.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

G. **Notices.** Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given (i) if delivered personally or by commercial messenger or courier service, (ii) when sent by confirmed facsimile, or (iii) if mailed by U.S. registered or certified mail (return receipt requested), to the Party at the Party's address written below or at such other address as the Party may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this Section 14.G.

(1) If to the Company, to:
53 Calle Palmeras
Suite 802
San Juan, PR 00901
Attention: President

(2) If to Consultant, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Consultant provided by Consultant to the Company.

H. **Attorneys' Fees and Expenses.** In any court action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and expenses, in addition to any other relief to which that Party may be entitled.

I. **Signatures.** This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

(signature page follows)

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

CONSULTANT

BLOCKCHAIN INDUSTRIES, INC.

By: /s/ Kevin Hu _____
Name: Kevin Hu

By: /s/ Patrick Moynihan _____
Name: Patrick Moynihan
Title: CEO

Address for Notice:

EXHIBIT A

SERVICES AND COMPENSATION

1. **Consultant.**

Name: Kevin Hu

Title: Director of Asset Allocation

Email: kevin@blockchainind.com

Phone:

2. **Services.** The Services will include, but will not be limited to, the following:

- Asset allocation across entire company.
- ICO portfolio management.
- Risk mitigation & management.
- Researching new investment opportunities and drafting detailed analysis and research.
- Researching and analyzing tokenization protocols, decentralized applications and utility effectiveness.
- Trading oversight and risk management.
- Develop strategies for recurring revenue streams.
- Develop financial and economic models for potential investments in ICO's.
- Financial management of initiatives in any of the Company's lines of business.
- Reporting directly to the CEO

3. **Term.**

The term of this agreement shall be three (3) year from the Effective Date (unless sooner terminated as provided in the Agreement).

4. **Compensation.**

A. The Company shall pay to Consultant Two Hundred Thousand Dollars (\$200,000 USD) per year, billable monthly.

B. Subject to the approval of the Company's Board of Directors, the Company will issue to Consultant an option to purchase 500,000 shares of the Company's Common Stock (the "**Options**"). Subject to the Company's Equity Incentive Plan, the Options shall be eligible for cashless exercise. Subject to Consultant remaining a service provider on all such dates, the Options will vest according to the following schedule:

Strike Price	Quantity Vested	Vesting Date	Expiration Date
\$2.50	165,000	7/10/2018	7/10/2021
\$5.00	165,000	7/10/2019	7/10/2022
\$7.50	170,000	7/10/2020	7/10/2023

Upon a Change in Control of the Company, all unvested option will immediately vest. Change in Control shall mean:

- (a) the acquisition, directly or indirectly, by any "person" or "group" (as those terms are defined in Sections 3(a)(9), 13(d), and 14(d) of the Exchange Act and the rules thereunder) of "beneficial ownership" (as determined pursuant to Rule 13d-3 under the Exchange Act) of securities entitled to vote generally in the election of directors ("voting securities") of the Company that represent 25% or more of the combined voting power of the Company's then outstanding voting securities, other than
 - (i) an acquisition by a trustee or other fiduciary holding securities under any employee benefit plan (or related trust) sponsored or maintained by the Company or any person controlled by the Company or by any employee benefit plan (or related trust) sponsored or maintained by the Company or any person controlled by the Company,
 - (ii) an acquisition of voting securities by the Company or a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of the stock of the Company, or
 - (iii) an acquisition of voting securities pursuant to a transaction described in subsection (b) below that would not be a Change in Control under subsection (b);

provided, however, that notwithstanding the foregoing, an acquisition of the Company's securities by the Company which causes the Company's voting securities beneficially owned by a person or group to represent 25% or more of the combined voting power of the Company's then outstanding voting securities shall not be considered an acquisition by any person or group for purposes of this subsection (a); provided, however, that if a person or group shall become the beneficial owner of 25% or more of the combined voting power of the Company's then outstanding voting securities by reason of share acquisitions by the Company as described above and shall, after such share acquisitions by the Company, become the beneficial owner of any additional voting securities of the Company, then such acquisition shall constitute a Change in Control;

- (b) the consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of
 - (i) a merger, consolidation, reorganization, or business combination or
 - (ii) a sale or other disposition of all or substantially all of the Company's assets or
 - (iii) the acquisition of assets or stock of another entity, in each case, other than a transaction
 - (A) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "Successor Entity")) directly or indirectly, more than 50% of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction,

- (B) after which more than 50% of the members of the board of directors of the Successor Entity were members of the Incumbent Board at the time of the Board's approval of the agreement providing for the transaction or other action of the Board approving the transaction, and
- (C) after which no person or group beneficially owns voting securities representing 25% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this subsection (C) as beneficially owning 25% or more of combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction; or

(c) stockholder approval of a liquidation or dissolution of the Company.

For purposes of subsection (a) above, the calculation of voting power shall be made as if the date of the acquisition were a record date for a vote of the Company's stockholders, and for purposes of subsection (b) above, the calculation of voting power shall be made as if the date of the consummation of the transaction were a record date for a vote of the Company's stockholders.

C. The Company will reimburse Consultant, in accordance with Company policy for all reasonable expenses incurred by Consultant in performing the Services pursuant to this Agreement, if Consultant receives written consent from an authorized agent of the Company prior to incurring such expenses and submits receipts for such expenses to the Company in accordance with Company standard expense reimbursement policy.

On a monthly basis Consultant shall submit to the Company a written invoice detailing the Services performed and expenses incurred (with receipts attached), and such statement shall be subject to the approval of the contact person listed above or other designated agent of the Company.

The Company will reimburse Consultant for a one-time moving expense not exceeding \$20,000 USD net of tax if the consultant was to move to a city of the CEO's choosing. At the time of this contract, The Consultant has agreed to move the greater Los Angeles area.

5. Other Arrangements

- A. The Company will, to the best of its ability, sponsor the Consultant for a H1B visa. In the event that the visa process is delayed, the Consultant will work remotely from either London or Toronto with frequent trips to meet with the CEO or other relevant parties.

BLOCKCHAIN INDUSTRIES APPOINTS NEW BOARD MEMBERS**Richard Kromka, Michael Conn, and Kevin Hu Join the Board of Directors**

Santa Monica, Calif., DEC 31, 2018 – Blockchain Industries, Inc. (OTCPK: BCII) today announced the appointment of three new members to its board of directors. Richard Kromka, Michael Conn, and Kevin Hu will join the board, effective immediately.

“We are excited to announce the addition of these exemplary industry leaders to our board of directors,” said Patrick Moynihan, CEO of Blockchain Industries. “Richard, Michael, and Kevin all have far-reaching blue-chip backgrounds, investing in and advising companies that are stable, profitable, and enduring. Their knowledge and guidance will be instrumental as we continue Blockchain Industries’ ongoing growth.”

Based in Beijing, Richard Kromka is managing director at EC Mergers & Acquisitions, responsible for managing the company’s activities in Asia. He was previously a board member of xG Technology, Inc. He was also managing director and a founding partner of Deutsche Bank’s Angel Fund LP, a \$200 million early-stage private equity fund that invested in PayPal prior to its sale to eBay.

Michael Conn is co-founder/former CEO/Director of Ether Capital (NEO:ETHC), President/CIO/Director of BitFinance, founder/Managing Partner of Quail Creek Ventures, and CIO of Corl. Michael was formerly COO of Alliance Bernstein’s (\$500bn+ in AUM) Alternative Investment Management group where he specialized in hedge funds, private equity, leveraged buy-out, distressed-debt, venture capital and real estate. Prior to AB he was Managing Director & Head of Corporate Development for TCW (\$200bn+ in AUM) where he focused on global M&A and strategy, helping to lead them through their MBO process.

Kevin Hu is Portfolio Manager and Head of Research at Blockchain Industries. Prior to joining Blockchain Industries, Hu worked at BlackRock’s hedge fund solution group where he analyzed start-up hedge funds, complex portfolios, and individual investments. He is a specialist in understanding the value drivers and crypto-economics of tokens.

Kromka, Conn, and Hu join existing board members Patrick Moynihan and Max Robbins, rounding out the board of directors to five members.

About Blockchain Industries, Inc.

Blockchain Industries, Inc. is publicly traded merchant bank focused on the international blockchain and cryptocurrency sectors. The company is comprised of a Blockchain Technology Advisory, an Investment Management arm, and a Global Conference Series (Blockchain Unbound) connecting entrepreneurs and investors.

For more information on Blockchain Industries, visit <http://www.blockchainind.com>.

Forward-Looking Statements

This press release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, or the Exchange Act. We caution readers that forward-looking statements are predictions based on our current expectations about future events. Forward looking statements are generally written in the future tense and/or are preceded by words such as "may," "will," "should," "forecast," "could," "expect," "suggest," "believe," "estimate," "continue," "anticipate," "intend," "plan," "aim" or similar words, or the negatives of such terms or other variations on such terms or comparable terminology. These statements are just predictions and are subject to risks and uncertainties that could cause the actual events or results to differ materially. Any forward-looking statement made by us herein speaks only as of the date on which it is made. We undertake no obligation to revise or update any forward-looking statement for any reason.