SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Blockchain Industries, Inc.

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U.S. SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-12G

GENERAL FORM FOR REGISTRATION OF SECURITIES
UNDER SECTION 12(B) OR (G) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number: 000-51126

BLOCKCHAIN INDUSTRIES, INC.
(Name of Small Business Issuer in its charter)

Nevada	**88-0355407**
(State or Other Jurisdiction of Incorporation or Organization)	(IRS Employee Identification Number
53 Calle Palmeras, Suite 802, San Juan Puerto Rico	**00901**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **787-767-0808**

Securities to be registered under Section 12(b) of the Act: None

Securities to be registered under Section 12(g) of the Exchange Act:

Common stock; $0.001 par value
(Title of Class)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer, a small reporting company, or an emerging growth company. See definition of large accelerated filer, accelerated filer, small reporting company and emerging growth company in Rule 12b-2 of the Securities Exchange Act of 1934.

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☐ Small reporting company ☒
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. ☐

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Item 1. Business.

Background:

Blockchain Industries, Inc. ("BCII", the "Company", "we", "our" or "us") was originally formed on September 15, 1995 as Interactive Processing, Inc. under the laws of the State of Nevada to market high-tech consumer electronics through television home-shopping networks, retail stores, catalog companies and their website remotecontrols.com. In March 1999, the Company changed its name to Worldtradeshow.com, Inc. ("WTS"). In April 1999, the Company acquired intellectual property rights to a database from Chaiisai Tora, Inc., an unaffiliated third party, and significantly changed its business plan to develop tradeshow software and market both physical and virtual tradeshow space through the Company's website.

The Company's business involved the operation of Hotels.com.vn, tour companies and restaurants, to sell the WTS Discount Card in Vietnam in order to serve as an online vehicle for Vietnamese companies to promote themselves, using the largest travel and tourism online website in, as well as being recognized as the official travel/tourism website of, Vietnam.

On March 26, 2007, the Company acquired assets from Business.com.vn, a Vietnamese company, which assets consisted of a database of 300,000 Vietnamese companies, marketing software, trademarks and intellectual property, with the intention of developing a directory of companies. The plan included offering such companies opportunities to market themselves through domain registration, website development, and online marketing expertise to help these Vietnamese companies market themselves directly and/or on the Company's BVNI web portal. In June 2007, the Company changed its name to Business.vn, Inc.

However, from October 2008 through early 2016, the Company's operations were limited as a result of limited capital resources. Nevertheless, the Company continued operations of the Hotel.vn website. On May 15, 2016, the Company was placed under the control of a Receiver in Nevada's Eighth Judicial District. From May 15, 2016 through March 22, 2017, while under the control of the Receiver, the Company continued to incur expenses to maintain its corporate existence as a public company. On November 18, 2016, the Company changed its name to Omni Global Technologies, Inc. and on May 23, 2017, the Company entered into a Share Purchase Agreement with JOJ Holdings, LLC ("JOJ"), pursuant to which JOJ: (i) purchased 20,000,000 restricted shares of common stock, $0.001 par value (the "Control Shares"); (ii) assumed the liabilities of a judgement creditor in the amount of approximately $25,000; and (iii) paid the Receiver $150,000 which monies were used to cover the Receiver's and other company expenses. The Share Purchase Agreement was attached as Exhibit 10.1 to the Company's Form 10-K for the year-ended April 30, 2017, filed with the SEC on August 30, 2017. Additionally, and concurrent with the execution of the Share Purchase Agreement, the Receiver resigned, and Olivia Funk was appointed as the sole officer and director of the Company.

On November 13, 2017, the Company filed Certificate of Amendment to its Articles of Incorporation with the State of Nevada for the purpose of changing its name from Omni Global Technologies, Inc. to Blockchain Industries, Inc.

Current and New Operations

The Company will continue to operate its Hotels.VN travel business, which we plan to monetize through the use of our newly established blockchain technology. We purchased a new domain, hotelsinvietnam.net, which we intend to use for marketing Vietnamese travel business. We reasonably expect that the implementation of blockchain technology should enable us to more readily be able to provide unique services under our Hotels.VN travel business. In addition to utilizing blockchain technology in our current travel business, we have decided to also engage in a broader business model related to blockchain technologies, which we define as verticals within the blockchain technology market that we intend to target and acquire or build a broad portfolio of virtual currencies, digital coin and tokens, and other blockchain assets (the "Digital Assets") within the four business verticals mentioned below. We feel that creating a diversified portfolio of blockchain Digital Assets and services, we can utilize economies of scale to offer competitive services to our customers.

A. Digital Asset Bank: The Company intends to acquire and hold a non-controlling minority interest in a licensed bank that will be authorized to deliver a range of banking products and services to customers who transact in Digital Assets (the Digital Assets Bank). We intend to partner with the Digital Assets Bank, and to secure commitments from the Digital Assets Bank to provide banking services designed to enhance the financial condition and liquidity of our customers and partners. We intend to operate within the boundaries of applicable international, Federal, State and Local laws with regard to all financial services. We also intend to establish, in partnership with the Digital Assets Bank, a Money Service Business and to obtain licenses from regulatory bodies and necessary associations that will enable the licensed party to become a Money Transmitter of fiat currencies and Digital Assets. To that end, we have met with primary banking supervisors in multiple jurisdictions, have formally engaged specialists with deep experience managing risk and compliance programs for regulated banking organizations, and have begun developing an application for a license to conduct banking services in Puerto Rico. We intend to develop a Digital Assets Bank to promote our business, and to provide the Commonwealth of Puerto Rico with increased opportunities for economic development which we believe will aid in the reconstruction of the island.

B. Mining and Trading: The Company plans to build a Digital Asset mining and trading operation. The mining operation intends to mine for a variety of Digital Assets. Our goal is to locate an area where we can utilize inexpensive energy for Digital Asset mining in order to lower our cost of mining. We plan use the mined Digital Assets to build a net-long portfolio, which we intend to actively trade in online exchanges. We will use our best efforts to maintain Digital Assets in cold storage for security purposes. The Company has entered into an agreement that will establish a mining operation in upstate New York. Our decision to locate our mining operation in upstate New York was a result of our management's analysis that we can generate better margins by taking advantage of lower power costs in the upstate New York area that we have identified. Although there can be no assurances, we also believe we may be eligible for NY State subsidy programs or tax abatements, which will help us grow our Digital Asset mining operations. In addition, we have allocated a limited amount of capital to a Digital Asset trading operation. The Company intends to constrain allocated trading capital to reduce the risks on our overall business, as we expect to build a net-long position in Digital Assets and intend to take advantage of price fluctuations in the Digital Asset markets as they occur.

C. ICO's and Ventures: The Company engages in a consulting business to help customers prepare and execute initial coin offerings ("ICOs"). We focus on high-quality opportunities from successful, existing businesses that wish to take their business onto the blockchain and raise funds through an ICO, which provides the Company with greater potential of return because most of our engagements include a portion of Digital Assets that are created from the ICO or equity in the underlying entity that engages us to perform their ICO as part of our service fee. The venture segment will help our business sustain long-term revenue streams from our equity positions in companies with high-value utility. For our ICO's and Ventures, we take a diversified and strategic approach by researching and engaging with customers or ventures that are in different industries to balance our portfolio. In addition, we identify ICO and venture opportunities that will have high probabilities of return by entering into early-rounds of capital raises to obtain beneficial pricing on Digital Assets. We have already signed agreements with customers to launch their ICO's and we have already generated revenues from these agreements in the third fiscal quarter ending January 31, 2018 (our fiscal year ends April 30). One such agreement involves building the first Indonesian Digital Asset exchange for a U.S. reporting public company based in Indonesia. As part of this, among other agreements, we will also receive compensation by acquiring Digital Assets at a discount, which we intend to hold in our investment portfolio. In addition, the Company will hold equity positions in one or more of these entities with which we enter into agreements, which we reasonably believe will contribute to the profitability of our business. The Company continues to examine a wide array of potential companies that that we believe will benefit from our consulting and other services related to their planned ICO's, and we will continue to contract with customers that we feel have a high-value utility in their underlying business model.

D. Media and Education: We have developed a business to help promote the awareness, growth and education of blockchain technology and Digital Assets. Our goal is to invest, partner or acquire media streams, news outlets or other methods of content distribution focused on the marketing of blockchain technologies and Digital Asset economies and their impact on the future. Our goal is also to partner with educational institutions to help train the next generation of blockchain developers. We intend to hold conferences around the world with strategic partners that attract key sponsors and influential speakers from the blockchain industry, local governments and educators on an ongoing basis. The Company is holding its first Digital Asset conference, "Puerto Crypto", in San Juan, Puerto Rico on March 14-16, 2018. Proceeds will go to Puerto Rican charities to aid in the rebuilding efforts of the territory after Hurricane Maria. We have enlisted an incredibly impactful group of speakers, which include major influencers from the blockchain industry and key Puerto Rican government officials to draw attention to the impact that blockchain technology can have on economic growth, improved infrastructure and technological innovation for cities and countries around the world. Puerto Crypto is one of the first blockchain conferences co-hosted with local government which we hope will set an ongoing trend for this level of cooperation and partnership. Our goal is to showcase our current investments, our ability to build a wide-ranging portfolio of Digital Asset holdings and also educate and discuss attendees of the broader Digital Asset industry.

New Business Opportunities:

The Company has identified potential new business opportunities, as discussed below and will continue to explore other synergistic business opportunities related to blockchain technologies. The analysis of business opportunities, as it relates to the four market verticals noted above, will be undertaken by or under the supervision of the sole officer and director of the Company. The Company has unrestricted flexibility in seeking, analyzing and participating in potential business opportunities. In its efforts to analyze potential business opportunities, the Company will consider the following kinds of factors:

- potential for acquisition growth and organic growth, indicated by technology, anticipated market expansion or new products;
- competitive position as compared to other firms of similar size and experience within the industry verticals as well as within the industry as a whole;
- strength and diversity of management, either in place or scheduled for recruitment;
- capital requirements and anticipated availability of required funds, to be provided by the Company or from operations, through the sale of additional securities, through joint ventures or similar arrangements or from other sources;
- the cost of participation by the Company as compared to the perceived tangible and intangible values and potentials;
- the extent to which the business opportunity can be advanced;
- the accessibility of required management expertise, personnel, raw materials, services, professional assistance and other required items.

In applying the foregoing criteria, no one of which will be controlling, management will attempt to analyze all factors and circumstances and make a determination based upon reasonable investigative measures and available data. Additionally, management will investigate an entity to engage a potential acquisition through reviewing available financial statements, interviewing a potential acquisition's primary vendors and customers as well as financial advisors.

Potentially available business opportunities may occur at various stages of development, all of which may be expected to make the task of comparative investigation and analysis of such business opportunities difficult, complex, time consuming and costly. As a result of the fact that the Company's available capital is not unlimited, the Company may not be able to discover or adequately evaluate many of the potentially desirable business opportunities and conversely, may not be able to conduct sufficient due diligence to discover potential material adverse facts about the opportunities we may plan to acquire or in which we may otherwise make investments.

Business Strategy

Our recent name change to Blockchain Industries Inc. reflects the primary focus of our business (in addition to Hotel.vn businesses of the Company) being pursued by us. The decision to make strategic investments in companies engaged in blockchain and digital currency related businesses was based upon a management decision by the Company's management. Our strategy will be to continue to pursue what we believe will be synergistic investment opportunities including acquisition of controlling interests in these new and emerging technologies. However, this strategy will also expose us to the numerous risks and volatility associated with relatively new sector involving blockchain and Digital Assets. We expect this volatility and uncertainty to continue both in terms of the acceptance or non-acceptance of blockchain transaction verification business models, as well as the value of blockchain cryptocurrency products and solutions.

The price of underlying Digital Assets have varied wildly in recent periods and may reflect "bubble" type volatility in the future, meaning that support for high prices may have little or no merit, may be subject to rapidly changing investor sentiment, and may be influenced by unknown factors such as technology challenges, regulatory uncertainty, fraudulent actors and media reporting. We anticipate that we will continue to increase our exposure to this industry through passive investment, majority owned or controlled investments, and organic expansion, but do not presently intend to invest in any manner that would result in us being required to register as an investment company, although the SEC, NASDAQ and other government or quasi-governmental agencies or authorities (in the United States or elsewhere) may adopt further regulations that require such registration or expose us to similar registration requirements that could increase costs, make such activities undesirable, or prohibited, and further regulate, impede, impose costs or outright prohibit some of the activities we are or may become involved with. These factors are incapable of prediction and are out of our control. Depending, in part, on the evolving nature of rules and regulations governing blockchain and cryptocurrency, our investments and these businesses may become worthless and the value of an investment in our securities could be volatile and potentially worthless.

Recent Events

Corporate Name Change:

On November 13, 2017, the Company changed its name to Blockchain Industries, Inc.

Forward Split:

On January 16, 2018, the Company's common stock executed a 2-for-1 forward split. Shareholders of our common stock received one extra share for each share they held at the prior close on January 12, 2018. As of February 20, 2018, there were 36,215,046 shares outstanding, as a result of the issuance, effective as of November 12, 2017, of 328,616.50 shares of Series A Preferred Stock (the "Series A Shares") to JOJ Holdings, LLC (141,116.50 Series A Shares) and JFS Investments, Inc. (187,500.00 Series A Shares) in lieu of 5,644,660 shares of common stock and 7,500,000 shares of common stock, respectively.

Retroactive application

All references to share counts in this Form 10 have been retroactively adjusted for the 2-for-1 reverse split on January 16, 2018 unless indicated otherwise.

KinerjaPay ICO:

On January 11, 2018, the Company entered into an advisory agreement to provide Initial Coin Offering ("ICO") services to PT KinerjaPay Indonesia, an Indonesian company and a wholly-owned subsidiary of KinerjaPay Corp., a Delaware corporation (OTCQB: KPAY). As consideration for entering into the advisory agreement and providing services related to administering the KinerjaPay ICO and establishing a Digital Asset Exchange in Indonesia, we were paid $250,000 in cash, and received 1,000,000 restricted shares of KinerjaPay's common stock, having a market value approximately $1,800,000 based upon the closing price of the KPAY shares on the OTCQB of $1.80 on January 11, 2018. In addition, we shall receive a 50% equity ownership in an Indonesian-based Digital Asset Exchange which has yet to be formed.

Chimes ICO:

On December 19, 2017 and February 5, 2018, the Company entered into two agreements with Chimes Broadcasting, Inc. to purchase 500,000 equity tokens for $400,000 (the "Chimes Equity Tokens"). The Chimes Equity Tokens will give the Company equity in Chimes Broadcasting, Inc. In addition, the Company entered into another agreement with Chimes Broadcasting, Inc. which grants us the option to purchase future utility tokens for use on the Chimes network platform.

Blockex:

On February 16, 2018, we entered into a Private Token Purchase Commitment Form ("BlockEx Agreement") with BlockEx Limited ("BlockEx") a privately held limited liability company incorporated under the laws of Gibraltar. Under the terms of the BlockEx Agreement, the Company agreed to purchase up to 5,714,285.71 digital tokens from the Company for 2,000,000 Euros, or approximately $2,481,600 USD. To date the Company has purchased tokens amounting to approximately 1,128,770 tokens for a purchase price of 395,069.53 Euros. The Company filled the 2,000,000 Euro obligation for the BlockEx Agreement by pooling with other investors for the remaining 1,604,930 Euros. This investment provides the Company with exposure to a digital asset exchange platform. The BlockEx platform provides an institutional exchange, white-labeled brokerage software, and the ability to launch ICO's.

LegatumX:

On February 19, 2018, the Company entered into a Stock Purchase Agreement ("LegatumX Agreement") with LegatumX, Inc. ("LegatumX").

This investment will provide us with a market share into the legal industry for the storage, authentication and validation of legal documents such as wills, trusts, deeds, mortgages, and more. We expect that the Media and Education segment of our business will be able to assist this company in marketing their products to consumers worldwide, although we will be starting with U.S. consumers. Under the terms of the LegatumX Agreement, we will initially receive 30% of LegatumX's common stock calculated on a fully diluted basis for a purchase price of $1,300,000:

Amount paid by Company	Paid or Due on
$100,000	February 19, 2018
$200,000	May 20, 2018
100,000 shares of our Common Stock (1)	March 1, 2018

(1) The value of our Common Stock for this agreement was valued at $10/share.

The Company may earn an additional (i) 5%, for a total of 35%, of LegatumX's common stock if LegatumX realizes $2.3 million in gross proceeds from the sale of the 100,000 shares of our common stock within the 12-month period following the effective date of this Form 10, or (ii) an additional 10%, for a total of 40%, of LegatumX's common stock if LegatumX realizes $10.1 million in gross proceeds from the sale of the 100,000 shares of our common stock within the 12-month period following the effective date of this Form 10.

AutoLotto:

On January 17, 2018, the Company entered into a Promissory Note Agreement ("AutoLotto Agreement") with AutoLotto, Inc., a Delaware corporation. Under the terms of the AutoLotto Agreement, the Company will pay to AutoLotto $1.5 million (the "Principal") in exchange for a promissory note that will accrue interest at one percent per annum (the "Interest"). All unpaid Principal and Interest are due and payable to the Company at the earlier of (i) the closing of AutoLotto's initial coin offering of at least $20,000,000 or (ii) AutoLotto's issuance of equity securities (excluding any conversion or issuance of any note or other convertible security) of at least $20,000,000. In the event AutoLotto does not raise $20,000,000 though an initial coin offering or issuance of equity noted above, any unpaid Principal and Interest will convert to equity at a rate of $250,000,000 divided by the number of common shares outstanding immediately prior to January 17, 2020. As part of the AutoLotto Agreement, the Company also received an option to purchase tokens of the AutoLotto initial coin offering (the "Option") equal to two times the outstanding unpaid Principal and Interest under the AutoLotto Agreement. The exercise price of the Option will be an undisclosed private pre-sale price, and the Option is exercisable within ten days of AutoLotto providing notice to the Company of its initial coin offering. The Option expires on January 16, 2018.

Other Blockchain Investment Initiatives:

We believe that the following transaction will be consummated, however, there can be no assurances we will be successful in doing so. We are in negotiations, and expect the following agreements to close within the next several weeks:

- Consulting agreement to develop a Tier 2 data center for mining capabilities – We have entered into negotiations and are in the final stages of circulating agreements to complete the transaction, with a consulting company that is developing the framework for construction of a Tier 2 data center in upstate New York. The plans for the Tier 2 data center will involve the acquisition of a large parcel of land where we will build the data center and a school that will be turned into a call center, and partnerships with local business, power companies and municipalities to construct the location where we will not only conduct our own internal mining operation, but also lease space to other mining companies in which we intend to receive a percentage of mined Digital Assets from our tenants There can be no assurances we will successfully enter into an agreement.

Subsequent Equity Raise:

On May 23, 2017 the Company entered into a Share Purchase Agreement with JOJ Holdings, LLC ("JOJ"), an entity owned and controlled by Justin Schreiber, pursuant to which: (i) JOJ purchased 20,000,000 restricted shares of common stock, $0.001 par value (the "Control Shares"): (ii) assumed the liabilities of a judgement creditor in the amount of approximately $25,000: and (iii) paid the Receiver $150,000 which monies were used to cover the Receiver's and other company expenses. The Share Purchase Agreement was attached as Exhibit 10.1 to the Company's Form 10-K for the year-ended April 30, 2017, filed with the SEC on August 30, 2017. After the 2:1 forward split effective on January 16, 2018, the Control Shares totaled 40,000,000 shares of common stock (the "Shares"). Reference is made to the disclosure under "**Item 4. Security Ownership of Certain Beneficial Owners and Management"** with respect to the sale, transfer and assignment by JOJ of a portion of its Control Shares to third parties, effective November 15, 2017.

On February 13, 2018, at the request of JOJ, 5.0 million of JOJ's Control Shares were submitted to our transfer agent for cancellation.

The Company has conducted private placement offerings to "accredited investors" (as that term is defined under Rule 501 Regulation D) and as of February 20, 2018, the Company has raised equity capital (the "Equity Raises") as set forth in the table below. To date, no shares have been issued in connection with the Equity Raises, which were conducted in reliance upon the exemptions under Section 4(2) of the Act and Regulation D promulgated by the SEC under the Act.

	Shares (1)	Price Per Share (1)	Warrants (1)	Warrant Exercise Price Per Share (1)	Total Capital Raised
$0.05 Financing (2)	4,000,000	$0.05	2,000,000	$0.25	$ 200,000
$0.10 Financing (3)	6,175,000	$0.10	3,237,500	$0.25	$ 617,500
$1.25 Financing (4)	2,841,300	$1.25	–	-	$ 3,551,625
	13,016,300		5,237,500		$ 4,369,125

(1) Share and warrant quantities and their respective per-share prices have been retroactively adjusted for the forward 2-for-1 split on January 16, 2018.

(2) The $0.05 Financing commenced on November 15, 2017, pursuant to which the Company raised $200,000 from 2 accredited investors. As part of the investment in $0.05 Financing, we issued and sold 2,000,000 units, each consisting of two (2) shares of common stock and one (1) warrant exercisable for 3 years at an exercise price of $0.25.

(3) The $0.10 Financing commenced on November 21, 2017, pursuant to which the Company raised $617,500 from 54 accredited investors. As part of the investment in $0.10 Financing, we issued and sold 3,087,500 units, each consisting of two (2) shares of common stock and one (1) warrant exercisable for 3 years at an exercise price of $0.25.

(4) The $1.25 Financing commenced on November 30, 2017. The Company expects to close this round by February 28, 2018. The Company has raised $3,551,625 from 124 accredited investors. As part of the investment in $1.25 Financing, we issued and sold 2,841,300 shares of common stock. No warrants were issued with this round.

The Company intends to continue to seek to raise additional equity capital through private placement of shares and/or units consisting of shares and warrants to accredited investors.

Item 1A. Risk Factors

An investment in our Common Stock involves a high degree of risk and uncertainty. You should carefully consider the risks described below and discussed under the caption "Risk Factors" below, which substantially updates the risk factor disclosure contained in our annual report on Form 10-K for the fiscal year ended April 30, 2017, as well as the other information included in this Registration Statement on Form 10 (the "Form 10") before deciding to invest in our Common Stock. If any of the risks occur, our business, financial conditions or results of operations may be materially and adversely affected. In that event, the trading price of our securities could decline, and you could lose all or part of your investment. This Form 10 also contain forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of the risks below.

Risks Related to Our Blockchain Business

We have a limited operating history and in fact, virtually no history of operations in the blockchain and Digital Assets business sector, and may expect to incur significant operating losses.

We have a limited operating history and virtually no history of operations in the blockchain and Digital Assets sectors. Our historical financial information does not reflect our new blockchain business activities nor our recent acquisitions. As a result, our historic operations do not provide any basis for an evaluation of our business or our current business operations or focus. Our prospects must be considered in light of the uncertainties, risks, expenses, and difficulties frequently encountered by companies in their early stages of operations in new and developing fields such as blockchain and Digital Assets. We may expect to incur additional net losses over the next several years as we seek to expand operations. The amount of future losses and when, if ever, we will achieve profitability are uncertain. If we are unsuccessful at executing on our business plan, our business, prospects, and results of operations may be materially adversely affected.

We have an evolving business model.

As Digital Assets and blockchain technologies become more widely available, we expect the services and products associated with them to evolve. Very recently, the Securities and Exchange Commission (the "SEC") issued a Report that promoters that use initial coin offerings or token sales to raise capital may be engaged in the offer and sale of securities in violation of the Securities Act of 1933, as amended (the "Act") and the Securities Exchange Act of 1934 (the "Exchange Act"). This may cause us to potentially change our future business in order to comply fully with the federal securities laws and the rules and regulations of the SEC promulgated thereunder, as well as applicable state securities laws. As a result, to stay current with the industry, our business model may need to evolve as well. From time to time we may modify aspects of our business model relating to our product mix and service offerings. We cannot offer any assurance that these or any other modifications will be successful or will not result in harm to the business. We may not be able to manage growth effectively, which could damage our reputation, limit our growth and negatively affect our operating results.

Our management has limited experience in the blockchain technology industry.

Our management only recently determined to shift our primary corporate focus towards the exploration of, and investment in, opportunities that leverage the benefits of blockchain technology and Digital Assets. Our management has relatively limited experience in the blockchain technology industry. While we intend to expand our management team and staff with individuals with more experience in this industry and will closely scrutinize any individuals we engage, we cannot assure you that well-qualified individuals will be available to us or that our assessment of individuals we retain will prove to be correct. These individuals may be unfamiliar with the requirements of being involved in a public company which could cause us to have to expend time and resources helping them become familiar with such requirements. This could be expensive and time-consuming and could lead to various regulatory issues which may adversely affect our operations.

The Company's investment in Digital Asset mining may not be consummated. If it is, the Company may not be profitable.

As described elsewhere, the Company has entered into a series of agreements to acquire the above-referenced interests and assets and is expected to make additional acquisitions. The Company will be subject to various risks related to Digital Asset mining operations. Digital Asset mining by its nature over time requires increasing processing power, which in turn requires continuing investment in computer hardware and increasing power demands. The profitability of Digital Asset mining is dependent on prevailing prices of the underlying Digital Assets that offset energy and related operating costs. The price of Digital Assets has been highly volatile. We cannot assure you that the Company's Digital Asset mining operations, when commenced, will be profitable.

The further development and acceptance of Digital Assets and other cryptographic, algorithmic and blockchain protocols governing the issuance of transactions in Digital Assets, which represent a new and rapidly changing industry, are subject to a variety of factors that are difficult to evaluate. The slowing or stopping of the development or acceptance of Digital Assets may adversely affect an investment in our common stock.

The use of Digital Assets to, among other things, buy and sell goods and services, and the acquisition of Digital Assets as an investment, is part of a new and rapidly evolving industry that employs the use of a computer-generated mathematical and/or cryptographic protocol. The growth of this industry, in general, is subject to a high degree of uncertainty. The factors affecting the further development of this industry, include, but are not limited to:

- continued worldwide growth in the adoption and use of Digital Assets;
- government and quasi-government regulation of Digital Assets and their use, or restrictions on or regulation of access to and operation of the Digital Asset networks;
- changes in consumer demographics and public tastes and preferences;
- the maintenance and development of the open-source software protocol of Digital Asset networks;
- the availability and popularity of other forms or methods of buying and selling goods and services, including new means of using fiat currencies;
- general economic conditions and the regulatory environment relating to Digital Assets; and
- negative consumer perception of Digital Assets specifically and cryptocurrencies generally.

A decline in the popularity or acceptance of Digital Assets would harm the price of our common stock.

Currently, there is relatively small use of Digital Assets in the retail and commercial marketplace in comparison to relatively large use by speculators, thus contributing to price volatility that could adversely affect an investment in our common stock.

Digital Assets have only recently become accepted as a means of payment for goods and services by certain major retail and commercial outlets and use of Digital Assets by consumers to pay such retail and commercial outlets remains limited. Conversely, a significant portion of Digital Assets demand is generated by speculators and investors seeking to profit from the short- or long-term holding of Digital Assets. This could limit acceptance of some Digital Assets as transactional currency. A lack of expansion by Digital Assets into retail and commercial markets, or a contraction of such use, may result in increased volatility or a reduction in Digital Asset prices, either of which could adversely affect an investment in our common stock.

Security threats could result in the stoppage of our operations and a loss of assets or damage to our reputation, each of which could result in a reduction in the price of our securities.

Security breaches, computer malware and computer hacking attacks have been a prevalent concern in the blockchain industry. Any security breach caused by hacking, which involves efforts to gain unauthorized access to information or systems, or to cause intentional malfunctions or loss or corruption of data, software, hardware or other computer equipment, and the inadvertent transmission of computer viruses, could harm our business operations or result in loss of our assets. Any breach of our infrastructure could result in damage to our reputation.

Any Digital Assets we mine may be subject to loss, damage, theft or restriction on access.

There is a risk that some or all of the Digital Assets we mine could be lost, stolen or destroyed. Although we will seek to use various technology to minimize the risk of loss, damage and theft, we cannot guarantee the prevention of such loss, damage or theft, whether caused intentionally, accidentally or by an act of God. Access to our bitcoins could also be restricted by natural events (such as an earthquake or flood) or human actions (such as a terrorist attack). Any of these events may adversely affect our operations. In addition, government regulations in the United States and abroad could materially alter the landscape for Digital Assets use and accessibility, including through tax regulations, restrictions on use in transactions and regulation or prohibition of Digital Asset exchanges.

If we do not keep pace with technological changes, our solutions may become less competitive and our business may suffer.

The market for blockchain technology is characterized by rapid technological change, frequent product and service innovation and evolving industry standards. If we are unable to provide enhancements and new features for our future product offerings that achieve market acceptance or that keep pace with these technological developments, our business could be adversely affected. The success of enhancements, new features and solutions depends on several factors, including the timely completion, introduction and market acceptance of the enhancements or new features or solutions. Failure in this regard may significantly impair our revenue growth. In addition, we may need to continuously modify and enhance our solutions to keep pace with changes in internet-related hardware, software, communication, browser and database technologies. We may not be successful in either developing these modifications and enhancements or in bringing them to market in a timely fashion. Furthermore, uncertainties about the timing and nature of new network platforms or technologies, or modifications to existing platforms or technologies, could increase our research and development expenses. Any failure of our solutions to keep pace with technological changes or operate effectively with future network platforms and technologies could reduce the demand for our solutions, result in customer dissatisfaction and adversely affect our business.

Adverse economic conditions or reduced technology spending may adversely impact our business.

Our business depends on the overall demand for technology and on the economic health of our prospective customers. In general, worldwide economic conditions remain unstable, and these conditions may make it difficult for our prospective customers and us to forecast and plan future business activities accurately, and they could cause our prospective customers to reevaluate their decision to purchase our solutions. Weak global economic conditions, or a reduction in technology spending even if economic conditions improve, could adversely impact our business, financial condition and results of operations in a number of ways, including longer sales cycles, lower prices for our solutions, reduced bookings and lower or no growth.

Our ability to attract, train and retain qualified employees is crucial to our results of operations and any future growth.

To execute our growth plan, we must attract and retain highly qualified personnel. Competition for these individuals is intense, especially for engineers with high levels of experience in designing and developing software and internet-related services, senior sales executives and professional services personnel with appropriate financial reporting experience. We have, from time to time, experienced, and we expect to continue to experience, difficulty in hiring and retaining employees with appropriate qualifications. Many of the companies with which we compete for experienced personnel have greater resources than we have. If we hire employees from competitors or other companies, their former employers may attempt to assert that these employees have breached their legal obligations or that we have induced such breaches, resulting in a diversion of our time and resources. If we fail to attract new personnel or fail to retain and motivate our current personnel, our business and future growth prospects could be adversely affected.

Regulatory changes or actions may alter the nature of an investment in the Company or restrict the use of some Digital Assets, specifically cryptocurrencies, in a manner that adversely affects the Company's business, prospects or operations.

As cryptocurrencies have grown in both popularity and market size, governments around the world have reacted differently to cryptocurrencies, with certain governments deeming them illegal while others have allowed their use and trade. On-going and future regulatory actions may impact the ability of the Company to continue to operate and such actions could affect the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company.

The effect of any future regulatory change on the Company or any cryptocurrency that the Company may mine or hold for others is impossible to predict, and such change could have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company.

Governments may in the future curtail or outlaw the acquisition, use or redemption of cryptocurrencies. Ownership of, holding or trading in cryptocurrencies may then be considered illegal and subject to sanction. Governments may also take regulatory action that may increase the cost and/or subject cryptocurrency companies to additional regulation.

On July 25, 2017 the SEC released an investigative report which states that the United States would, in some circumstances, consider the offer and sale of blockchain tokens pursuant to an initial coin offering ("ICO") subject to federal securities laws. Thereafter, China released statements and took similar actions. Although the Company does not participate in ICOs, its clients and customers may participate in ICOs and these actions may be a prelude to further action which chills widespread acceptance of blockchain and cryptocurrency adoption and have a material adverse effect the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company.

Governments may in the future take regulatory actions that prohibit or severely restrict the right to acquire, own, hold, sell, use or trade cryptocurrencies or to exchange cryptocurrencies for fiat currency. Similar actions by governments or regulatory bodies (such as an exchange on which the Company's securities are listed, quoted or traded) could result in restriction of the acquisition, ownership, holding, selling, use or trading in the Company's securities. Such a restriction could result in the Company liquidating its inventory at unfavorable prices and may adversely affect the Company's shareholders and have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, raise new capital or maintain a securities listing with an exchange (such as the Company's current listing with NASDAQ) which would have a material adverse effect on the business, prospects or operations of the Company and harm investors in the Company's securities.

The development and acceptance of cryptographic and algorithmic protocols governing the issuance of and transactions in Digital Assets is subject to a variety of factors that are difficult to evaluate.

The use of Digital Assets to, among other things, buy and sell goods and services and complete transactions, is part of a new and rapidly evolving industry based upon a computer-generated mathematical and/or cryptographic protocol. The growth of this industry in general, and the use of cryptocurrencies in particular, is subject to a high degree of uncertainty, and the slowing or stopping of the development or acceptance of developing protocols may occur and is unpredictable. The factors include, but are not limited to:

- Continued worldwide growth in the adoption and use of Digital Assets;
- Governmental and quasi-governmental regulation of Digital Assets and their use, or restrictions on or regulation of access to and operation of the network or similar Digital Asset systems;
- Changes in consumer demographics and public tastes and preferences;
- The maintenance and development of the open-source software protocol of the network;
- The availability and popularity of other forms or methods of buying and selling goods and services, including new means of using fiat currencies;
- General economic conditions and the regulatory environment relating to digital assets; and
- Negative consumer sentiment and perception of cryptocurrencies specifically and Digital Assets generally.

Such events would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any Digital Assets the Company holds or expects to acquire for its own account and harm investors in the Company's securities.

Banks and financial institutions may not provide banking services, or may cut off services, to businesses that provide cryptocurrency-related services or that accept cryptocurrencies as payment, including financial institutions of investors in the Company's securities.

A number of companies that provide cryptocurrency-related services have been unable to find banks or financial institutions that are willing to provide them with bank accounts and other services. Similarly, a number of companies and individuals or businesses associated with cryptocurrencies may have had and may continue to have their existing bank accounts closed or services discontinued with financial institutions. We also may be unable to obtain or maintain these services for our business. The difficulty that many businesses that provide bitcoin and/or other cryptocurrency-related services have and may continue to have in finding banks and financial institutions willing to provide them services may be decreasing the usefulness of cryptocurrencies as a payment system and harming public perception of cryptocurrencies and could decrease its usefulness and harm its public perception in the future. Similarly, the usefulness of cryptocurrencies as a payment system and the public perception of cryptocurrencies could be damaged if banks or financial institutions were to close the accounts of businesses providing bitcoin and/or other cryptocurrency-related services. This could occur as a result of compliance risk, cost, government regulation or public pressure. The risk applies to securities firms, clearance and settlement firms, national stock and commodities exchanges, the over the counter market and the Depository Trust Company, which, if any of such entities adopts or implements similar policies, rules or regulations, could result in the inability of our investors to open or maintain stock or commodities accounts, including the ability to deposit, maintain or trade the Company's securities. Such factors would have a material adverse effect the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and harm investors.

The price of the Company's shares could be subject to wide price swings since the value of Digital Assets may be subject to pricing risk and have historically been subject to wide swings in value.

The Company's shares are subject to arbitrary pricing factors that are not necessarily associated with traditional factors that influence stock prices or the value of non-Digital Assets such as revenue, cashflows, profitability, growth prospects or business activity levels since the value and price, as determined by the investing public, may be influenced by future anticipated adoption or appreciation in value of Digital Assets or the blockchain generally, factors over which the Company has little or no influence or control. The Company's share prices may also be subject to pricing volatility due to supply and demand factors associated with few or limited public company options for investment in the segment, which may benefit the Company in the near term and change over time.

Digital Asset market prices are determined primarily using data from various exchanges, over-the-counter markets, and derivative platforms. Furthermore, such prices may be subject to factors such as those that impact commodities, more so than business activities, which could be subjected to additional influence from fraudulent or illegitimate actors, real or perceived scarcity, and political, economic, regulatory or other conditions. Pricing may be the result of, and may continue to result in, speculation regarding future appreciation in the value of Digital Assets, or the Company or its share price, inflating and making their market prices more volatile or creating "bubble" type risks.

In addition, the success of the Company, the Company's share price, and the interest in investors and the public in the Company as an early entrant into the blockchain and Digital Asset ecosystem may in large part be the result of the Company's early emergence as a publicly traded company in which holders of appreciated Digital Assets have an opportunity to invest inflated Digital Asset profits for shares of the Company, which could be perceived as a way to maintaining investing exposure to the blockchain and Digital Asset markets without exposing the investor to the risk in a particular Digital Asset. Digital Assets holders have realized exponential value due to large increases in the prices of Digital Assets and may seek to lock in Digital Asset appreciation, which investing in the Company's securities may be perceived as a way to achieve that result, but may not continue in the future. As a result, the value of the Company's securities, and the value of Digital Assets generally may be more likely to fluctuate due to changing investor confidence in future appreciation (or depreciation) in market prices, profits from related or unrelated investments or holdings of Digital Assets. Such factors or events would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, or on the price of the Company's securities, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any Digital Assets the Company holds or expects to acquire for its own account.

To the extent that the profit margins of Digital Asset mining operations are not high, operators of Digital Asset mining operations are more likely to immediately sell Digital Assets earned by mining in the market, resulting in a reduction in the price of Digital Asset that could adversely impact the Company and similar actions could affect other Digital Assets.

Over the past two years, Digital Asset mining operations have evolved from individual users mining with computer processors, graphics processing units and first-generation ASIC servers. Currently, new processing power is predominantly added by incorporated and unincorporated "professionalized" mining operations. Professionalized mining operations may use proprietary hardware or sophisticated ASIC machines acquired from ASIC manufacturers. They require the investment of significant capital for the acquisition of this hardware, the leasing of operating space (often in data centers or warehousing facilities), incurring of electricity costs and the employment of technicians to operate the mining farms. As a result, professionalized mining operations are of a greater scale than prior miners and have more defined, regular expenses and liabilities. These regular expenses and liabilities require professionalized mining operations to more immediately sell bitcoins earned from mining operations, whereas it is believed that individual miners in past years were more likely to hold newly mined Digital Assets for more extended periods. The immediate selling of newly mined Digital Assets greatly increases the supply of Digital Assets, creating downward pressure on the price of Digital Assets.

The extent to which the value of Digital Assets mined by a professionalized mining operation exceeds the allocable capital and operating costs determines the profit margin of such operation. A professionalized mining operation may be more likely to sell a higher percentage of its newly mined Digital Assets rapidly if it is operating at a low profit margin—and it may partially or completely cease operations if its profit margin is negative. In a low profit margin environment, a higher percentage could be sold more rapidly, thereby potentially reducing Digital Asset prices. Lower Digital Asset prices could result in further tightening of profit margins, particularly for professionalized mining operations with higher costs and more limited capital reserves, creating a network effect that may further reduce the price of Digital Assets until mining operations with higher operating costs become unprofitable and remove mining power. The network effect of reduced profit margins resulting in greater sales of newly mined Digital Assets could result in a reduction in the price of the related Digital Asset, which could adversely impact the Company.

Political or economic crises may motivate large-scale sales of Digital Assets, which could result in a reduction in value and adversely affect the Company.

As an alternative to fiat currencies that are backed by central governments, Digital Assets, which are relatively new, are subject to supply and demand forces based upon the desirability of an alternative, decentralized means of buying and selling goods and services, and it is unclear how such supply and demand will be impacted by geopolitical events. Nevertheless, political or economic crises may motivate large-scale acquisitions or sales of Digital Assets either globally or locally. Large-scale sales of Digital Assets would result in a reduction in their value and could adversely affect the Company. Such circumstances would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of Digital Assets the Company holds or expects to acquire for its own account and harm investors.

It may be illegal now, or in the future, to acquire, own, hold, sell or use Digital Assets, participate in the blockchain in one or more countries, the ruling of which would adversely affect the Company.

Although currently Digital Assets and the blockchain technology generally are not regulated or are lightly regulated in most countries, including the United States, one or more countries such as China and Russia may take regulatory actions in the future that could severely restrict the right to acquire, own, hold, sell or use Digital Assets or to exchange for fiat currency. Such restrictions may adversely affect the Company. Such circumstances would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any Digital Assets the Company holds or expects to acquire for its own account and harm investors.

If regulatory changes or interpretations require the regulation of Digital Assets under the securities laws of the United States or elsewhere, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Investment Company Act of 1940 or similar laws of other jurisdictions and interpretations by the SEC, CFTC, IRS, Department of Treasury or other agencies or authorities, the Company may be required to register and comply with such regulations, including at a state or local level. To the extent that the Company decides to continue operations, the required registrations and regulatory compliance steps may result in extraordinary expense or burdens to the Company. The Company may also decide to cease certain operations. Any disruption of the Company's operations in response to the changed regulatory circumstances may be at a time that is disadvantageous to the Company.

Current and future legislation and SEC rulemaking and other regulatory developments, including interpretations released by a regulatory authority, may impact the manner in which Digital Assets are viewed or treated for classification and clearing purposes. In particular, Digital Assets may not be excluded from the definition of "security" by SEC rulemaking or interpretation requiring registration of all transactions, unless another exemption is available, including transacting in Digital Assets amongst owners and require registration of trading platforms as "exchanges" such as Coinbase. The Company cannot be certain as to how future regulatory developments will impact the treatment of Digital Assets under the law. If the Company determines not to comply with such additional regulatory and registration requirements, the Company may seek to cease certain of its operations or be subjected to fines, penalties and other governmental action. Any such action may adversely affect an investment in the Company. Such circumstances would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any Digital Assets the Company holds or expects to acquire for its own account and harm investors.

Volatility of Digital Asset Markets

The Company may hold all or a portion of its cash or near cash in various Digital Assets. The price and liquidity of such assets is highly volatile and may experience significant swings which may render the various Digital Assets worth significantly less than what the company paid for them and in certain circumstances may become worthless.

Lack of liquid markets, and possible manipulation of blockchain-based Digital Assets

Digital Assets that are represented and trade on a ledger-based platform may not necessarily benefit from viable trading markets. Stock exchanges have listing requirements and vet issuers, requiring them to be subjected to rigorous listing standards and rules and monitoring investors transacting on such platform for fraud and other improprieties. These conditions may not necessarily be replicated on a distributed ledger platform, depending on the platform's controls and other policies. The more lenient a distributed ledger platform is about vetting issuers of Digital Assets or users that transact on the platform, the higher the potential risk for fraud or the manipulation of Digital Assets. These factors may decrease liquidity or volume or increase volatility of digital securities or other assets trading on a ledger-based system, which may adversely affect the Company. Such circumstances would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any Digital Assets the Company holds or expects to acquire for its own account and harm investors.

An active and visible public trading market for our Common Stock may not develop.

We do not currently have an active or visible trading market. We cannot predict whether an active market for our common stock will ever develop in the future. In the absence of an active trading market:

- Investors may have difficulty buying and selling or obtaining market quotations;
- Market visibility for shares of our common stock may be limited; and
- A lack of visibility for shares of our common stock may have a depressive effect on the market price for shares of our Common Stock.

Our common stock is quoted over-the-counter on a market operated by OTC Markets Group, Inc. These markets are relatively unorganized, inter-dealer, over-the-counter markets that provide significantly less liquidity than NASDAQ or the NYSE. No assurances can be given that our common stock, even if quoted on such markets, will ever actively trade on such markets, much less a senior market like NASDAQ or NYSE. In this event, there would be a highly illiquid market for our common stock and you may be unable to dispose of your common stock at desirable prices or at all. Moreover, there is a risk that our common stock could be delisted from its current tier of the OTC Market, in which case our stock may be quoted on markets even more illiquid.

Cautionary Note Regarding Forward Looking Statements.

This Registration Statement on Form 10 contains or may contain forward-looking statements that are subject to known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. These forward-looking statements were based on various factors and were derived utilizing numerous assumptions and other factors that could cause our actual results to differ materially from those in the forward-looking statements. These factors include, but are not limited to, economic, political and market conditions and fluctuations, government and industry regulation, interest rate risk, U.S. and global competition, and other factors. Most of these factors are difficult to predict accurately and are generally beyond our control. You should consider the areas of risk described in connection with any forward-looking statements that may be made herein. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this Form 10.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion should be read in conjunction with our financial statements and notes thereto included herein. In connection with, and because we desire to take advantage of, the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, we caution readers regarding certain forward-looking statements in the following discussion and elsewhere in this report and in any other statement made by, or on our behalf, whether or not in future filings with the Securities and Exchange Commission. Forward looking statements are statements not based on historical information and which relate to future operations, strategies, financial results or other developments. Forward looking statements are necessarily based upon estimates and assumptions that are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control and many of which, with respect to future business decisions, are subject to change. These uncertainties and contingencies can affect actual results and could cause actual results to differ materially from those expressed in any forward-looking statements made by, or on our behalf. We disclaim any obligation to update forward looking statements.

From October 2008 through early 2016, the Company's operations were limited as a result of limited capital resources. Nevertheless, the Company continued operations of the Hotel.vn website. The Company was placed under the control of a Receiver in Nevada's Eighth Judicial District on May 15, 2016 and through March 22, 2017, while under the control of the Receiver, the Company continued to incur expenses to maintain its corporate existence as public company. On November 18, 2016, the Company changed its name to Omni Global Technologies, Inc. and on May 23, 2017, the Company entered into a Share Purchase Agreement with JOJ Holdings, LLC ("JOJ"), pursuant to which JOJ: (i) purchased 20,000,000 restricted shares of common stock, $0.001 par value (the "Control Shares"); (ii) assumed the liabilities of a judgement creditor in the amount of approximately $25,000; and (iii) paid the Receiver $150,000 which monies were used to cover the Receiver's and other company expenses. The Share Purchase Agreement was attached as Exhibit 10.1 to the Company's Form 10-K for the year-ended April 30, 2017, filed with the SEC on August 30, 2017. As a result of its emergence from receivership, the Company recorded $5,003,192 in income from the forgiveness of debt.

Share Purchase Agreement

From the period from May 15, 2016 through March 22, 2017, as noted above we were under the control of a court appointed Receiver. During that period the Receiver ran the Company and incurred expenses to maintain its status as public company. On May 23, 2017 the Company entered into a Share Purchase Agreement ("SPA") with JOJ. Under the terms of the SPA, JOJ purchased the 20,000,000 Control Shares and assumed the liability of a judgement creditor in the amount of $25,690.41. Additionally, and concurrent with the signing of the SPA by the Company; the Receiver resigned from the Company. The $150,000 paid to the Receiver under the SPA was distributed by and used to cover Receiver expenses incurred during the receivership period, and other company expenses. All $150,000 was disbursed prior to April 30, 2017. During the six months ended October 31, 2017, JOJ loaned the Company $28,098 to pay certain professional fees to maintain the Company's status as a public company and to commence reporting with the SEC by filing reports under the Exchange Act.

Reverse Split and Name Change

On November 18, 2016, we effected a 1 for 150 reverse split and changed our name from Business.vn, Inc. to Omni Global Technologies, Inc., and the Company's trading symbol changed from "BVNI" to "OMGT". Under the guidelines of Staff Accounting Bulletin 4c, a capital structure change such as a stock split that occurs after the date of the most recent balance sheet must be given retroactive effect in the balance sheet. Accordingly, all references to the numbers of Common Shares and per share data in the accompanying financial statements have been adjusted to reflect this reverse split on a retroactive basis, unless indicated otherwise. As of October 31, 2017, we had 40,737,406 shares outstanding.

Forward Split

On January 16, 2018, the Company's common stock executed a 2-for-1 forward split. Shareholders of our common stock received one extra share for each share they held at the prior close on January 12, 2018. As of February 20, 2018, there were 36,215,046 shares outstanding, as a result of the issuance, effective as of November 12, 2017, of 328,616.50 shares of Series A Preferred Stock (the "Series A Shares") to JOJ Holdings, LLC (141,116.50 Series A Shares) and JFS Investments, Inc. (187,500.00 Series A Shares) in lieu of 5,644,660 shares of common stock and 7,500,000 shares of common stock, respectively.

RESULTS OF OPERATIONS

Results of Operations for the six months ended October 31, 2017 and 2016

For the six months ended October 31, 2017 we incurred $28,098 in operating expenses to maintain our status as a public company. Additionally, we incurred $882 in interest expense. For the six-month period ended October 31, 2016 we recorded $31,908 in expenses of which $30,290 were professional fees. We generated no revenues from operations during the six-month period ended October 31, 2017 or the comparable period of the prior year.

As a result of the discharge of all liabilities pursuant to the court order from the in Nevada's Eighth Judicial District proceeding, we recorded non-cash other income of $5,003,192 for the six-month period ended October 31, 2017.

LIQUIDITY AND CAPITAL RESOURCES

As discussed more fully above, on May 23, 2017 the Company entered into the SPA with JOJ pursuant to which JOJ purchased the 20,000,000 Control Shares. After the 2:1 forward split effective on January 16, 2018, the Control Shares totaled 40,000,000 shares of common stock (the "Shares"). Reference is made to the disclosure under "**Item 4. Security Ownership of Certain Beneficial Owners and Management"** with respect to the sale, transfer and assignment by JOJ of a portion of its Control Shares to unaffiliated third parties, effective November 15, 2017. During the period from November 15, 2017 through February 23, 2018, the Company raised approximately $4,370,000 in equity capital as detailed in the table below.

The Company has conducted private placement offerings to “accredited investors” (as that term is defined under Rule 501 Regulation D) and as of February 20, 2018, the Company has raised equity capital (the “Equity Raises”) as set forth in the table below. To date, no shares have been issued in connection with the Equity Raises, which were conducted in reliance upon the exemptions under Section 4(2) of the Act and Regulation D promulgated by the SEC under the Act.

	Shares (1)	Price Per Share (1)	Warrants (1)	Warrant Exercise Price Per Share (1)	Total Capital Raised
$0.05 Financing (2)	4,000,000	$0.05	2,000,000	$0.25	$ 200,000
$0.10 Financing (3)	6,175,000	$0.10	3,237,500	$0.25	$ 617,500
$1.25 Financing (4)	2,841,300	$1.25	–	-	$ 3,551,625
	13,016,300		5,237,500		$ 4,369,125

(1) Share and warrant quantities and their respective per-share prices have been retroactively adjusted for the forward 2-for-1 split on January 16, 2018.

(2) The $0.05 Financing commenced on November 15, 2017, pursuant to which the Company raised $200,000 from 2 accredited investors. As part of the investment in $0.05 Financing, we issued and sold 2,000,000 units, each consisting of two (2) shares of common stock and one (1) warrant exercisable for 3 years at an exercise price of $0.25.

(3) The $0.10 Financing commenced on November 21, 2017, pursuant to which the Company raised $617,500 from 54 accredited investors. As part of the investment in $0.10 Financing, we issued and sold 3,087,500 units, each consisting of two (2) shares of common stock and one (1) warrant exercisable for 3 years at an exercise price of $0.25.

(4) The $1.25 Financing commenced on November 30, 2017. The Company expects to close this round by February 28, 2018. The Company has raised $3,551,625 from 124 accredited investors. As part of the investment in $1.25 Financing, we issued and sold 2,841,300 shares of common stock. No warrants were issued with this round.

The Company intends to continue to seek to raise additional equity capital through private placement of shares and/or units consisting of shares and warrants to accredited investors.

Inflation

Although our operations may be influenced by general economic conditions, we do not believe that inflation had a material effect on our results of operations during the six- month period ended October 31, 2017.

Off-Balance Sheet Arrangements

We had no off-balance sheet arrangements as of October 31, 2017 and April 30, 2017.

Critical Accounting Estimates

Our financial statements and accompanying notes have been prepared in accordance with U.S. GAAP. The preparation of these financial statements requires management to make estimates, judgments and assumptions that affect reported amounts of assets, liabilities, revenues and expenses. We continually evaluate the accounting policies and estimates used to prepare the financial statements. The estimates are based on historical experience and assumptions believed to be reasonable under current facts and circumstances. Actual amounts and results could differ from these estimates made by management. Certain accounting policies that require significant management estimates and are deemed critical to our results of operations or financial position are discussed in our 2017 in Form 10-K Critical Accounting Policies section of Management’s Discussion and Analysis of Financial Condition and Results of Operations.

Quantitative and Qualitative Disclosures about Market Risk

Please refer to Item 1A. RISK FACTORS above for Quantitative and Qualitative Disclosures about Market Risks.

Controls and Procedures

Evaluation of Disclosure Controls and Procedures

As required by Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), we have carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of February 20, 2018. This evaluation was carried out under the supervision and with the participation of our Chief Executive Officer. Based on this evaluation, our CEO has concluded that our disclosure controls and procedures were effective as of February 20, 2018.

Changes in Internal Control over Financial Reporting

Since our last quarterly period covered, October 31, 2017, internal control over financial reporting has been impacted by the addition of processes and procedures to ensure proper controls have been implemented to materially benefit the Company's financial reporting.

Item 3. Properties.

The Company is headquartered in San Juan, Puerto Rico. Currently, the Company makes use of the office space of JOJ Holdings, LLC, the entity that took the Company out of receivership from the State of Nevada. JOJ Holdings, LLC has agreed, and does not intend, to not charge the Company rent.

In addition, the Company leases office space in Santa Monica, CA. The Company pays $3,956 per month for two spaces.

Item 4. Security Ownership of Certain Beneficial Owners and Management.

The following tables set forth certain information regarding the beneficial ownership of our Common Stock as the date of this Report by (i) each person who, to our knowledge, owns more than 5% of our Common Stock; (ii) each of our directors, executive officers or key employees; and (iii) all of our executive officers, directors and key employees as a group. Unless otherwise indicated in the footnotes to the following tables, each person named in the table has sole voting and investment power. As of February 20, 2018, there were 36,215,046 shares outstanding.

Shares of Common Stock subject to options, warrants, or convertible notes currently exercisable or convertible or exercisable or convertible within 60 days after the Record Date are deemed outstanding for computing the share ownership and percentage of the person holding such options, warrants, or convertible notes but are not deemed outstanding for computing the percentage of any other person.

For purposes of this table, 1,825,000 shares of Common Stock subject to warrants and restricted shares exercisable within 60 days of the Effective Date are deemed outstanding.

Name and Address of Beneficial Owner	Amount of Common Stock Beneficially Owned	Amount of Derivative Securities Beneficially Owned	Percentage Ownership of Common Stock[1]
Patrick Moynihan, Chairman, CEO and CFO [2] [3] 53 Calle Palmeras, Suite 802 San Juan, PR 00901	10,000,000	-	27.61%
Gary Goodman [4] 14 Dorado Beach East Dorado, PR 00646	3,000,000	-	8.28%
Robert Miketich [5] 286 Dorado Beach East Dorado, PR 00646	3,000,000	-	8.28%
Lawrence Partners [6] 15 Manor Lane Lawrence, NY 11559	2,650,000	125,000	7.64%
Zack Pontgrave, President [3] [7] 53 Calle Palmeras, Suite 802 San Juan, PR 00901	500,000	1,650,000	5.68%
Immudyne, Inc. [8] 1406 Broadway New York, NY 10036	2,000,000	-	5.52%
Bryan Larkin, CTO [3] [9] 53 Calle Palmeras, Suite 802 San Juan, PR 00901	100,000	50,000	0.41%
Max Robbins [3] [10] 53 Calle Palmeras, Suite 802 San Juan, PR 00901	-	-	-
Total	**21,250,000**	**1,825,000**	
All Officers, Directors and Key Employees as a Group (3 persons)	10,600,000	1,700,000	33.99%

(1) Applicable percentage ownership is based on 36,215,046 shares outstanding as of February 20, 2018 and 3,825,000 derivative securities beneficially owned but are not deemed outstanding for computing the percentage of any other person

(2) Mr. Moynihan owns 9,200,000 shares through the Santa Monica Trust (the "Trust"), which has a third-party independent trustee. Mr. Moynihan has the authority to terminate and replace the trustee with another independent trustee. However, the trustee has no power to distribute to Mr. Moynihan anything absent an instruction from a majority of the committee of trust beneficiaries, excluding Mr. Moynihan. Mr. Moynihan is also the custodian for each of his four children, each of whom owns 200,000 shares. All of Mr. Moynihan's shares were purchased in a private sale from JOJ Holdings, LLC ("JOJ"), an entity controlled by Justin Schreiber, at a price of $0.000125 per share on November 15, 2017.

(3) Four persons, Patrick Moynihan, Zack Pontgrave, Bryan Larkin and Max Robbins, executive officers and directors, own of record and/or beneficially 10,600,000 Shares representing 33.99% ownership of our common stock.

(4) Mr. Goodman owns 3,000,000 shares of common. Mr. Goodman purchased 1,000,000 shares of common stock in a private sale from JOJ at a price of $0.001 per share. On November 20, 2018, he purchased 1,000,000 units, each consisting of two (2) shares of common stock and one (1) warrant exercisable for 3 years at an exercise price of $0.25 through his subscription in the $0.05 Financing, however, the warrants will not vest until January 1, 2019.

(5) Mr. Miketich owns 3,000,000 shares of common stock. Mr. Miketich purchased 1,000,000 shares of common stock in a private sale from JOJ at a price of $0.001 per share. On November 17, 2017, he purchased 1,000,000 units, each consisting of two (2) shares of common stock and one (1) warrant exercisable for 3 years at an exercise price of $0.25 through his subscription in the $0.05 Financing, however, the warrants will not vest until January 1, 2019.

(6) Lawrence Partners LLC owns 2,650,000 shares of common stock and 125,000 warrants that are exercisable at $0.25 per share, which expire on December 14, 2020. Lawrence Partners LLC purchased 2,400,000 shares of common stock in a private sale from JOJ at a price of $0.0004 per share on November 15, 2017. Lawrence Partners LLC purchased 125,000 units, each consisting of two (2) shares of common stock and one (1) warrant exercisable for 3 years at an exercise price of $0.25 through his subscription in the $0.10 Financing.

(7) On November 30, 2017, Mr. Pontgrave was issued 50,000 units, each consisting of two (2) shares of common stock and one (1) warrant exercisable for 3 years at an exercise price of $0.25 through his subscription in the $0.10 Financing. Mr. Pontgrave will be issued an additional 50,000 units with the same conditions upon funding the remaining portion of his subscription in the amount of $10,000. In addition, Mr. Pontgrave was awarded 2,000,000 restricted shares of Common Stock, of which 400,000 restricted shares have vested as of the date of this Form 10. The remaining 1,600,000 shares of restricted shares vest on annual basis, with 400,000 shares vesting the 1st day of December 2018, 2019, 2020 and, 2021.

(8) Immudyne, Inc. acquired 2,000,000 shares of common stock through a private sale from JOJ in consideration for the issuance to JOJ of 5,000,000 restricted shares of Immudyne, Inc. common stock. Justin Schreiber, CEO and control person of JOJ, is the Chief Executive Officer of Immudyne, Inc.

(9) On November 30, 2017, Mr. Larkin was issued 50,000 units, each consisting of two (2) shares of common stock and one (1) warrant exercisable for 3 years at an exercise price of $0.25 through his subscription in the $0.10 Financing.

(10) Mr. Robbins joined the Board of Directors on February 1, 2018.

Each of the purchases from JOJ occurred on November 15, 2017. The above securities issued and sold by the Company without registration were based upon the exemption provided by Section 4(2) of the Act and Regulation D promulgated by the SEC under the Act.

Item 5. Director, Executive Officers and Key Employees.

The following table provides information regarding our executive officers and directors as of February 20, 2018:

Name	Age	Position(s)
Executive Officers and Directors		
Patrick Moynihan	49	Chairman, Chief Executive Officer & Chief Financial Officer
Max Robbins	47	Director
Key Employees		
Zack Pontgrave	34	President
Bryan Larkin	38	Chief Technology Officer

Executive Officer & Director Bios

Patrick Moynihan, 49, Chairman, Chief Executive Officer and Chief Financial Officer

Mr. Moynihan brings to the position a deep understanding of the blockchain and cryptocurrency industries and a global set of relationships with software engineers, ICO originators and miners. Formerly, Moynihan was Managing Director for Corona Associates Capital Management, Managing Director at Ithaca Partners LLC, and Founder & CEO at PayLock Inc. Under his leadership, PayLock became the highest margin parking technology collection company in the United States and secured the world's largest vehicular collection contract with the city of New York for roughly $800M. He holds an English Major and Business Minor from Ithaca College in 1990.

Max Robbins, age 47, Director

Mr. Robbins is a serial entrepreneur with a wide gambit of experience growing companies from concept to public offering. Mr. Robbins is a recognized international speaker who pioneered commercial internet access in the middle and far east. He is a speaker on blockchain technology and advisor to fintech companies in the blockchain space, such as Modex and Trakinvest. Mr. Robbins is currently the owner of aiScaler, a software company specialized in web acceleration, DDos mitigation and traffic management. Previously, he served as President of McBride & Associates, a government contracting organization. During his term, McBride grew McBride & Associates from eighty million to over two hundred million in sales. Mr. Robbins was the Chief Technical Officer for IDT Corporation (“IDT”) where he created the internet division, resulting in a successful public offering in 1997. IDT trades under the symbol IDTC on the New York Stock Exchange.

Key Employee Bios

Zack Pontgrave, 34, President

Zack is an owner and founder of several technology, entertainment, and VR companies. He brings to the table deep knowledge and connections in blockchain, entertainment, and business. An early adopter of bitcoin, Zack has spent 8 years immersed in crypto-currency and blockchain technology, making him a sought-after speaker and advisor for international conferences and companies.

Bryan Larkin, age 38, Chief Technology Officer

Larkin founded SKYlab Technology, LLC, serving as the company's CEO for eight years. At SKYlab, Larkin developed technology programs for businesses of all sizes, working with small and medium-sized IT budgets as well as enterprise budgets in excess of $1 million. SKYlab is known globally as a leader in cybersecurity, providing customized solutions for individual, corporate, and government clients. Larkin's background includes high-availability hardened servers, fault-tolerant network engineering, full-spectrum wireless communications, ultra-efficient distributed crypto mining, extreme VPN design employing cascading encryption, and multi-vector cybersecurity defense.

Item 6. Executive and Key Employee Compensation.

The following table sets forth total compensation paid to our executive officers for the nine months ended January 31, 2018 for our 2018 fiscal year and for the fiscal year ending April 30, 2017. Since November 15, 2017, Mr. Moynihan has been the Company's sole director and was also its sole executive officer until the appointments of Mr. Pontgrave and Mr. Larkin, each on December 1, 2017.

Name and Principal Position	Fiscal Year Ending	Salary ($)	Bonus ($)	Option Awards	Non-Equity Incentive Plan Compensation ($)	All Other Compensation ($)	Total ($)
Patrick Moynihan	2018	30,000	–	–	–	–	30,000
Director & Chief Executive Officer	2017	–	–	–	–	–	–
Max Robbins	2018	–	–	–	–	–	–
Director	2017	–	–	–	–	–	–
Zack Pontgrave	2018	20,000	–	–	–	1,710,685[(1)]	1,730,685
President	2017	–	–	–	–	–	–
Bryan Larkin	2018	46,667	–	–	–	–	46,667
Chief Technology Officer	2017	–	–	–	–	–	–

(1) Mr. Pontgrave received 2,000,000 shares of restricted stock, of which 400,000 shares vested on the effective date of the Pontgrave New Agreement (as defined below in this Item 6. Executive and Key Employee Compensation, Contractual Agreements) and on the anniversary of his agreement thereafter. Also included is a pro-rata accrual for 81 out of 365 days for another 400,000 shares of restricted stock, or 88,767 shares. The closing price of our stock on December 1, 2017 was $3.50/share.

Contractual Agreements

All Officers and Executives of the Company devote substantially all of their time to the Company. Our intention is to replace the following consulting agreements with full-time employment agreements within 90 days of this filing.

Patrick Moynihan

On November 15, 2017, the Company and Mr. Moynihan entered into a five-year consulting agreement, which expires on November 14, 2022. Mr. Moynihan will receive a monthly fee of $20,000 under his agreement. The Company expects to enter into a definitive employment agreement with Mr. Moynihan during the fourth fiscal quarter of 2018, which ends on April 30, 2018

Max Robbins

On February 1, 2018, the Company entered into an agreement appointing Mr. Robbins to the Board of Directors. Mr. Robbin's appointment as Director shall be subject to the Bylaws of the Company. Mr. Robbins will receive 120,000 options exercisable at $1.00 of which 40,000 will vest annually on June 1, 2018, June 2, 2019 and June 1, 2010, and all 120,000 expire on December 31, 2023.

Zack Pontgrave

On December 1, 2017, the Company entered into a five-year consulting agreement with Mr. Pontgrave ending on November 30, 2022 (the "Pontgrave Initial Agreement") pursuant to which Mr. Pontgrave will be paid compensation at the rate of $10,000 per month. Effective February 1, 2018, the Company and Mr. Pontgrave agreed to terminate the Pontgrave Initial Agreement and entered into a new consulting agreement pursuant to which he will be paid annual compensation of $215,000 (the "Pontgrave New Agreement"). The Company expects to enter into a definitive employment agreement with Mr. Pontgrave during the fourth fiscal quarter ending April 30, 2018.

Bryan Larkin

On December 1, 2017, the Company entered into a six-month consulting agreement with Mr. Larkin ending on June 1, 2018 (the "Larkin Initial Agreement") pursuant to which was to be a total of $60,0000. Effective January 1, 2018, the Company and Mr. Larkin agreed to terminate the Larkin Initial Agreement and entered into a new consulting agreement pursuant to which Mr. Larkin will be paid annual compensation of $200,000 (the "Larkin New Agreement"). The Company expects to enter into a definitive employment agreement with Mr. Larkin during the fourth fiscal quarter of 2018 ending April 30, 2018.

Item 7. Certain Relationships and Related Transactions, and Director Independence.

Except as otherwise indicated herein, there have been no related party transactions, or any other transactions or relationships required to be disclosed pursuant to Item 404 of Regulation S-K.

Item 8. Legal Proceedings.

At this time, there are no material pending legal proceedings to which the Company is a party or as to which any of its property is subject, and no such proceedings are known to the Company to be threatened or contemplated against it.

Item 9. Market Price of and Dividends on the Registrants Common Equity and Related Stockholder Matters.

Market Information.

The Company's common stock is traded in the OTC Market. Shares of our common stock are thinly traded as of February 20, 2018 with an average of approximately 3,400 shares traded daily since November 15, 2017. Effective January 16, 2018, our shares of common stock were subject to a forward split of 2-for-1. Adjusted for the 2:1 forward split, the table below outlines market price data since November 15, 2017:

Maximum Adj. Close	$22.00
Minimum Adj. Close	$0.26
High	$26.00
Low	$0.26

Holders.

As of February 20, 2018, there are 192 holders of 36,215,046 shares of the Company's common stock.

Dividends.

The Company has not paid any cash dividends to date and does not anticipate paying dividends in the foreseeable future. It is the present intention of management to utilize all available funds for the development of the Company's business.

Item 10. Recent Sales of Unregistered Securities.

On May 23, 2017 the Company entered into a Share Purchase Agreement with JOJ Holdings, LLC, pursuant to which JOJ agreed to purchase 20,000,000 restricted shares of common stock, $0.001 par value (the “Control Shares”) and assume the liabilities of a judgement creditor in the amount of approximately $25,000 and paid the Receiver $150,000 which monies were used to cover the Receiver’s and other company expenses. The Share Purchase Agreement was attached as Exhibit 10.1 to the Company’s Form 10-K for the year-ended April 30, 2017, filed with the SEC on August 30, 2017. Due to the 2:1 forward split on January 16, 2018, JOJ Holdings effectively owned 40,000,000 shares of common stock. On February 13, 2018, JOJ Holdings, LLC requested to our transfer agent that 5,000,000 shares of their common stock to be cancelled.

On November 15, 2017, the Company began a private placement offering to accredited investors under Rule 501 Regulation D. As of January 31, 2018, the Company has raised funds according to the following series of funding:

	Shares (1)	Price Per Share (1)	Warrants (1)	Warrant Exercise Price Per Share (1)	Total Capital Raised
$0.05 Financing (2)	4,000,000	$ 0.05	2,000,000	$ 0.25	$ 200,000
$0.10 Financing (3)	6,175,000	$ 0.10	3,237,500	$ 0.25	$ 617,500
$1.25 Financing (4)	2,841,300	$ 1.25	–	–	$ 3,551,625
	13,016,300		5,237,500		$ 4,369,125

(1) Share and warrant quantities and their respective per-share prices have been retroactively adjusted for the forward 2-for-1 split on January 16, 2018.

(2) The $0.05 Financing commenced on November 15, 2017, pursuant to which the Company raised $200,000 from 2 accredited investors. As part of the investment in $0.05 Financing, we issued and sold 2,000,000 units, each consisting of two (2) shares of common stock and one (1) warrant exercisable for 3 years at an exercise price of $0.25.

(3) The $0.10 Financing commenced on November 21, 2017, pursuant to which the Company raised $617,500 from 54 accredited investors. As part of the investment in $0.10 Financing, we issued and sold 3,087,500 units, each consisting of two (2) shares of common stock and one (1) warrant exercisable for 3 years at an exercise price of $0.25.

(4) The $1.25 Financing commenced on November 30, 2017. The Company expects to close this round by February 28, 2018. The Company has raised $3,551,625 from 124 accredited investors. As part of the investment in $1.25 Financing, we issued and sold 2,841,300 shares of common stock. No warrants were issued with this round.

As of the date of this Form 10, we intend continue to seek to raise additional equity capital through the private placement of our equity securities to accredited investors pursuant to Section 4(2) of the Act and Regulation D promulgated by the SEC under the Act.

Item 11. Description of Registrant's Securities to be Registered.

Common Stock

We are authorized to issue 400,000,000 shares of common stock with a par value of $.001 per share. As of February 20, 2018, 36,215,046 shares of our common stock were issued, outstanding and on record with our transfer agent. Some of the shares of the Recent Private Placement have not been delivered to the transfer agent for calculation of shareholders of record for voting purposes.

Each outstanding share of common stock that is on record with our transfer agent is entitled to one vote, either in person or by proxy, on all matters that may be voted upon by the owners thereof at meetings of the stockholders.

Our shareholders have no pre-emptive rights to acquire additional shares of common stock. The common stock is not subject to redemption or any sinking fund provision, and it carries no subscription or conversion rights. In the event of our liquidation, the holders of the common stock will be entitled to share equally in the corporate assets after satisfaction of all liabilities.

The description contained in this section does not purport to be complete. Reference is made to our certificate of incorporation and bylaws which are available for inspection upon proper notice at our offices, as well as to the Nevada Revised Statutes for a more complete description covering the rights and liabilities of shareholders.

Holders of our common stock

(i) have equal ratable rights to dividends from funds legally available therefore, if declared by our Board of Directors,

(ii) are entitled to share ratably in all our assets available for distribution to holders of common stock upon our liquidation, dissolution or winding up;

(iii) do not have preemptive, subscription or conversion rights or redemption or sinking fund provisions; and

(iv) are entitled to one non-cumulative vote per share on all matters on which stockholders may vote at all meetings of our stockholders.

The holders of shares of our common stock do not have cumulative voting rights, which means that the holders of more than fifty percent (50%) of outstanding shares voting for the election of directors can elect all of our directors if they so choose and, in such event, the holders of the remaining shares will not be able to elect any of our directors.

Preferred Stock

The Company's Articles of Incorporation, as amended, authorize 5,000,000 shares of preferred stock, par value $.001 per share, which may be issued by the Board of Directors from time to time in one or more series. Our Board of Directors, without further approval of our stockholders, is authorized to fix the dividend rights and terms, conversion rights, voting rights, redemption rights, liquidation preferences and other rights and restrictions relating to any series of preferred stock that may be issued in the future. Issuances of shares of preferred stock, while providing flexibility in connection with possible financings, acquisitions and other corporate purposes, could, among other things, adversely affect the voting power of the holders of our common stock and prior series of preferred stock then outstanding.

On February 12, 2018, the Company filed a Certificate of Designation with the State of Nevada effective as of November 11, 2017 for a newly authorized Series A Convertible Preferred Stock. A total of 500,000 shares of Series A Convertible Preferred Stock have been authorized of which 328,616.50 shares were issued and outstanding, as follows:

Issuee Name	Series A Convertible Preferred Shares
JOJ Holdings, LLC (1)	141,116.50
JFS Investments, Inc. (2)	187,500.00

(1) Mr. Justin Schreiber is the control person of JOJ Holdings, LLC.
(2) Mr. Joe Salvani is the control person of JFS Investments, Inc.

A copy of the Certificate of Designation is filed as Exhibit 4 to this Form 10.

Dividends

We have no history of paying dividends, moreover, there is no assurance that we will pay dividends in the future.

Shares Eligible for Future Sale

Our shares are thinly traded on the OTC Market, and we cannot assure you that a significant public market for our common stock will be developed. Sales of substantial amounts of common stock in the public market, or the possibility of substantial sales occurring, could adversely affect prevailing market prices for our common stock or our future ability to raise capital through an offering of equity securities.

As of February 20, 2018, 35,477,640 out of the 36,215,046 outstanding shares of common stock are "restricted" shares as that term is defined under the Act. At this time, we have not entered into any agreement to register any of our issued and outstanding shares, although such agreement may be entered into in the future, or such an agreement may be made part of the terms of a future combination transaction.

Item 12. Indemnification of Officers and Directors.

Our bylaws and articles of incorporation provide that our officers and directors are indemnified to the fullest extent provided by the Nevada Revised Statutes ("NRS").

Under the Nevada Revised Statutes, director immunity from liability to a company or its shareholders for monetary liabilities applies automatically unless it is specifically limited by a company's Articles of Incorporation. Our Articles of Incorporation do not specifically limit the directors' immunity. The NRS excepts from that immunity (a) a willful failure to deal fairly with the company or its shareholders in connection with a matter in which the director has a material conflict of interest; (b) a violation of criminal law, unless the director had reasonable cause to believe that his or her conduct was lawful or no reasonable cause to believe that his or her conduct was unlawful; (c) a transaction from which the director derived an improper personal profit; and (d) willful misconduct.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable.

The Company has not purchased insurance for the directors and officers that would provide coverage for their acts as an officer or director of the Company.

Item 13. Financial Statements and Supplementary Data

BLOCKCHAIN INDUSTRIES, INC.
(Formerly Omni Global Technologies, Inc.)
Balance Sheets
As of October 31, 2017 and April 30, 2017

	October 31, 2017 (Unaudited)	April 30, 2017 Audited
ASSETS		
Current assets		
Cash	$ –	$ –
Total assets	$ –	$ –
LIABILITIES AND SHAREHOLDERS' DEFICIT		
Current liabilities		
Accounts payable	$ –	$ 429,679
Due to related parties	54,917	3,981,423
Accrued liabilities	–	63,917
Note payable	–	501,112
Convertible note	–	53,000
Total liabilities	54,917	5,029,131
Shareholders' Deficit		
Preferred stock, $0.001 par value, 5,000,000 authorized. None issued	–	–
Common stock; $0.001 par value; 400,000,000 shares authorized 40,737,406 and 40,737,406 shares issued and outstanding as of Oct. 31, 2017 and April 30, 2017, respectively	40,736	40,736
Additional paid-in capital	6,159,121	6,159,121
Accumulated deficit	(6,254,774)	(11,228,988)
Total shareholders' deficit	(54,917)	(5,029,131)
Total liabilities and shareholders' deficit	$ –	$ –

The Accompanying Notes Are An Integral Part Of These Financial Statements.

BLOCKCHAIN INDUSTRIES, INC.
(Formerly Omni Global Technologies, Inc.)
Statements of Operations (unaudited)

	Three Months Ended October 31, 2017	Three Months Ended October 31, 2016	Six Months Ended October 31, 2017	Six Months Ended October 31, 2016
Sales	$ –	$ –	$ –	$ –
Operating expenses:				
Professional fees	9,300	1,790	19,190	30,290
Administrative expenses	8,908	358	8,908	1,618
Total operating expenses	18,208	2,148	28,098	31,908
Income (loss) from operations	(18,208)	(2,148)	(28,098)	(31,908)
Other income (expense)				
Debt forgiveness	–	–	5,003,192	–
Interest expense	(441)	(293)	(882)	(293)
Total other income (expense)	(441)	(293)	5,002,311	(293)
Income (loss) before income taxes	(18,649)	(2,441)	4,974,213	(32,201)
Provision for income taxes (benefit)	–	–	–	–
Net income (loss)	$ (18,649)	$ (2,441)	$ 4,974,213	$ (32,201)
Basic and diluted earnings (loss) per common share	$ (0.00)	$ (0.00)	$ 0..12	$ (0.04)
Weighted-average number of common shares outstanding:				
Basic and diluted	40,737,406	737,406	40,737,406	737,406

The Accompanying Notes Are An Integral Part Of These Financial Statements.

BLOCKCHAIN INDUSTRIES, INC.
(Formerly Omni Global Technologies, Inc.)
Statement of Cash Flows (unaudited)

	For the six months ended October 31,	
	2017	**2016**
Cash flows from operating activities:		
Net income(loss)	$ 4,974,213	$ (32,201)
Changes in operating assets and liabilities		
Accrued liabilities	–	201
Forgiveness of debt	(5,003,192)	–
Increase in related party liabilities	28,979	–
Net cash (used in) operating activities	–	(32,000)
Cash flows from investing activities:		
Net cash (used in) provided by investing activities	–	–
Cash flows from financing activities:		
Loans and advances	–	32,000
Net cash provided by financing activities	–	32,000
Net change in cash	–	–
Cash, beginning of the period	–	–
Cash, end of the period	$ –	$ –

The Accompanying Notes Are An Integral Part Of These Financial Statements.

NOTE 1. ORGANIZATION AND DESCRIPTION OF BUSINESS

Unless the context otherwise requires, the terms "we", "our", "us", the “Company” or "Blockchain" refers to Blockchain, Industries, Inc. (formerly Omni Global Technologies, Inc.). On November 13, 2017, the Company filed a Certificate of Amendment to its Articles of Incorporation with the State of Nevada for the purpose of changing the name of the Company from Omni Global Technologies, Inc. (“OMNI”) to Blockchain Industries, Inc. (“Blockchain”). The Certificate of Amendment was filed based upon the Joint Written Consent of the Registrant's Board of Directors and Majority Consenting Stockholder.

Although we continue to operate and believe we can monetize assets related to our Hotels.VN travel business; our primary near-term corporate objective is to build a diversified financial technology company focused on blockchain. Our core objectives are as follows: 1) building a state chartered bank to facilitate crypto currency related merchant banking activities; 2) financing and operating a cryptomining operation; 3) making strategic and diversified investments in promising emerging companies across the blockchain industry; 4) establishing a net-long position in various crypto-currencies and digital assets; and 5) participating in, originating, and promoting domestic and foreign coin offerings in a manner fully compliant with U.S. Federal, state and other applicable securities laws.

Blockchain was originally formed on September 15, 1995 as Interactive Processing, Inc., a Nevada corporation, to market high-tech consumer electronics through television home-shopping networks, retail stores, catalog companies and their website remotecontrols.com. In March 1999, the Company changed its name to Worldtradeshow.com, Inc. In April, 1999, the Company acquired intellectual property rights to a database and business plan and significantly changed its business plan to develop tradeshow software and market both physical and virtual tradeshow space through the Company's website.

The Company was dormant from October 2008 through May 15, 2016 until it was placed under the control of a Receiver in Nevada’s Eighth Judicial District pursuant to Case #A14-715484-P (“the Case”). On March 23, 2017 we entered into a share purchase agreement described below. On June 13, 2017, pursuant to an order by the judge presiding over this Case, OMNI emerged from receivership and substantially all liabilities that had been outstanding since 2009 were officially discharged.

SHARE PURCHASE AGREEMENT

From the period from May 15, 2016 through March 22, 2017 we were under the control of a court appointed Receiver. During that period the Receiver ran the Company and incurred expenses to maintain its status as public company and to locate a potential buyer for the Company. On May 23, 2017, the Company entered into a Share Purchase Agreement (“SPA”) with JOJ Holdings (the “Purchaser”, LLC maintaining an address at 53 Calle Palmeras, San Juan Puerto Rico. Under the terms of the SPA, the Purchaser agreed to purchase 20,000,000 of our $0.001 par value common stock; and to assume the liability of a judgement creditor in the amount of $25,690.41. Additionally, and concurrent with the signing of the SPA by the Company; the Receiver resigned from the Company, and the Purchaser elected Olivia Funk as the sole officer and director of the Company. On November 15, 2017, Patrick Moynihan replaced Ms. Funk as the sole officer and director of the Company.

The $150,000 received at closing was distributed by an escrow agent and was used to cover Receiver expenses incurred during the receivership period, and other company expenses. All $150,000 was disbursed prior to April 30, 2017. During the six-month period ended October 31, 2017, the Purchaser has loaned the Company $28,098 to pay certain professional fees to maintain the company’s status as a public company.

Reverse Split and Name Change

On November 18, 2016, the Company effected a 1 for 150 reverse split and changed its name from Business.vn, Inc., to Omni Global Technologies, Inc., and the Company’s trading symbol changed from “BVNI” to “OMGT”. Under the guidelines of Staff Accounting Bulletin 4c, a capital structure change such as a stock split that occurs after the date of the most recent balance sheet must be given retroactive effect in the balance sheet Effective January 16, 2018, the outstanding shares of Common Stock were subject to a two-for-one (2:1) forward split, resulting in 40,737,406 shares of Common Stock outstanding at January 16, 2018.

Accordingly, all references to the numbers of Common Shares and per share data in the accompanying financial statements have been adjusted to reflect this forward split on a retroactive basis, unless indicated otherwise.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

Management's Representation of Interim Financial Statements

The accompanying unaudited consolidated financial statements have been prepared by the Company without audit pursuant to the rules and regulations of the SEC. Certain information and disclosures normally included in financial statements prepared in accordance with US GAAP have been condensed or omitted as allowed by such rules and regulations, and management believes that the disclosures are adequate to make the information presented not misleading. These consolidated financial statements include all of the adjustments, which in the opinion of management are necessary to a fair presentation of financial position and results of operations. All such adjustments are of a normal and recurring nature. Interim results are not necessarily indicative of results for a full year. These consolidated financial statements should be read in conjunction with the audited consolidated financial statements at April 30, 2017 as presented in the Company's Annual Report on Form 10-K filed on August 30, 2017 with the SEC.

Similarly, management must make estimates of the uncollectibility of accounts receivable. Management specifically analyzes accounts receivable and historical bad debts, customer concentrations, customer credit-worthiness, current economic trends and changes in our customer payment terms when evaluating the adequacy of the allowance for doubtful accounts. If the financial condition of our customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances may be required.

Management's Representation of Interim Financial Statements

The accompanying unaudited consolidated financial statements have been prepared by the Company without audit pursuant to the rules and regulations of the SEC. Certain information and disclosures normally included in financial statements prepared in accordance with US GAAP have been condensed or omitted as allowed by such rules and regulations, and management believes that the disclosures are adequate to make the information presented not misleading. These consolidated financial statements include all of the adjustments, which in the opinion of management are necessary to a fair presentation of financial position and results of operations. All such adjustments are of a normal and recurring nature. Interim results are not necessarily indicative of results for a full year. These consolidated financial statements should be read in conjunction with the audited consolidated financial statements at April 30, 2017 as presented in the Company's Annual Report on Form 10-K filed on August 30, 2017 with the SEC.

Income Taxes

The Company utilizes SFAS No. 115, *Accounting for Income Taxes* , which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are determined based on the difference between the tax basis of assets and liabilities and their financial reporting amounts based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

Going Concern

Based on the Company's 10-Q for the period ending October 31,2017, we had an accumulated deficit of $6,254,744 to date. Although we have raised capital since that period from Recent Private Placements, will need additional working capital for ongoing operations, which raises substantial doubt about its ability to continue as a going concern. Management of the Company is working a strategy to meet future operational goals which may include equity funding, short term or long term financing or debt financing, to enable the Company to reach profitable operations, however, there can be no assurances that the plan will succeed, nor that the Company will be able to execute its plans.

Professional fees

With the exception of accounting fees and audit fees, substantially all professional fees prior to March 2017 expensed by the Company, represent hours of work performed by the Court appointed receiver to help the Company emerge from receivership by obtaining external financing. The fees are expensed as incurred as a liability of the Company and the reimbursement of these fees incurred by Receiver is dependent on the amount of financing obtained. Subsequent to March 2017, when the Receiver was discharged, professional fees are comprised of accounting and legal fees, as well as consulting fees to maintain the Company's public company status.

Basic and Diluted Net Loss Per Share

Net earnings or loss per share is calculated in accordance with SFAS No. 128, *Earnings Per Share* for the period presented. Basic net loss per share is based upon the weighted average number of common shares outstanding. Diluted net loss per share is based on the assumption that we have no convertible debt or dilutive equivalents such as warrants or stock options.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the periods presented. Actual results could differ from those estimates.

Significant estimates made by management are, among others, realizability of long-lived assets, deferred taxes and stock option valuation. Management reviews its estimates on a quarterly basis and, where necessary, makes adjustments prospectively.

NOTE 3. PROVISION FOR INCOME TAXES

As of October 31, 2017, the Company has a federal net operating loss carry forwards of $6,264,744 that can be utilized to reduce future taxable income. The net operating loss carry forward will expire through 2023 if not utilized. Utilization of the net operating loss and tax credit carry forward may be subject to substantial annual limitations due to the ownership change limitations provided by the Internal Revenue Code of 1986, as amended, and similar state provisions. The annual limitation may result in the expiration of net operating loss and tax credit carry forwards before utilization. The Company has provided a full valuation allowance on the deferred tax asset because of uncertainty regarding realizability.

NOTE 4. STOCKHOLDER'S EQUITY

Common Stock

The Company has 400,000,000 shares of Common Stock authorized with a par value of $0.001 per share and 5,000,000 shares of Preferred Stock authorized, with a par value of $0.001 per share. As of October 31, 2017, and April 30, 2017 there were 40,737,406 and 40,737,406 common shares outstanding, respectively. No shares of Preferred Stock are outstanding. Effective January 16, 2018, the outstanding shares of Common Stock were subject to a two-for-one (2:1) forward split, resulting in 40,737,406 shares of Common Stock outstanding at January 16, 2018.

Common Stock Issued in Private Placements

During the six-month period ended October 31, 2017, the Company did not accept any subscription agreements for the sale of its common stock.

NOTE 5. SUBSEQUENT EVENTS

On November 13, 2017, the Company filed a Certificate of Amendment to its Articles of Incorporation with the State of Nevada for the purpose of changing the name of the Company from Omni Global Technologies, Inc. to Blockchain Industries, Inc. The Certificate of Amendment was filed based upon the Joint Written Consent of the Registrant's Board of Directors and Majority Consenting Stockholder.

Corporate Name Change:

On November 13, 2017, the Company changed its name to Blockchain Industries, Inc.

Forward Split:

On January 16, 2018, the Company's common stock executed a 2-for-1 forward split. Shareholders of our common stock received one extra share for each share they held at the prior close on January 12, 2018. As of February 20, 2018, there were 36,215,046 shares outstanding.

Retroactive application

All references in this Form 10 have been retroactively adjusted for the 2-for-1 reverse split on January 16, 2018 unless indicated otherwise.

KinerjaPay ICO:

On January 11, 2018, the Company entered into an advisory agreement to provide Initial Coin Offering ("ICO") services to PT KinerjaPay Indonesia, an Indonesian company and a wholly-owned subsidiary of KinerjaPay Corp., a Delaware corporation (OTCQB: KPAY). As consideration for entering into the advisory agreement and providing services related to administering the KinerjaPay ICO and establishing a Digital Asset Exchange in Indonesia, we were paid $250,000 in cash, and received 1,000,000 restricted shares of KinerjaPay's common stock, having a market value approximately $1,800,000 based upon the closing price of the KPAY shares on the OTCQB of $1.80 on January 11, 2018. In addition, we shall receive a 50% equity ownership in an Indonesian-based Digital Asset Exchange which has yet to be formed.

Chimes ICO:

On December 19, 2017 and February 5, 2018, the Company entered into a two agreements with Chimes Broadcasting, Inc. to purchase 500,000 equity tokens for $400,000 (the “Chimes Equity Tokens”). The Chimes Equity Tokens will give the Company equity in Chimes Broadcasting, Inc. In addition, the Company entered into another agreement with Chimes Broadcasting, Inc. which grants us the option to purchase future utility tokens for use on the Chimes network platform.

Blockex:

On February 16, 2018, we entered into a Private Token Purchase Commitment Form (“BlockEx Agreement”) with BlockEx Limited (“BlockEx”) a privately held limited liability company incorporated under the laws of Gibraltar. Under the terms of the BlockEx Agreement, the Company agreed to purchase up to 5,714,285.71 digital tokens from the Company for 2,000,000 Euros, or approximately $2,481,600 USD. To date the Company has purchased tokens amounting to approximately 1,128,770 tokens for a purchase price of 395,069.53 Euros. The Company filled the 2,000,000 Euro obligation for the BlockEx Agreement by pooling with other investors for the remaining 1,604,930 Euros. This investment provides the Company with exposure to a digital asset exchange platform. The BlockEx platform provides an institutional exchange, white-labeled brokerage software, and the ability to launch ICO’s.

LegatumX:

On February 19, 2018, the Company entered into a Stock Purchase Agreement (“LegatumX Agreement”) with LegatumX, Inc. (“LegatumX”). This investment will provide us with a market share into the legal industry for the storage, authentication and validation of legal documents such as wills, trusts, deeds, mortgages, and more. We expect that the Media and Education segment of our business will be able to assist this company in marketing their products to consumers worldwide, although we will be starting with U.S. consumers. Under the terms of the LegatumX Agreement, we will initially receive 30% of LegatumX’s common stock calculated on a fully diluted basis for a purchase price of $1,300,000:

Amount paid by Company	Paid or Due on
$100,000	February 19, 2018
$200,000	May 20, 2018
100,000 shares of our Common Stock (1)	March 1, 2018

(1) The value of our Common Stock for this agreement was valued at $10/share.

The Company may earn an additional (i) 5%, for a total of 35%, of LegatumX’s common stock if LegatumX realizes $2.3 million in gross proceeds from the sale of the 100,000 shares of our common stock within the 12-month period following the effective date of this Form 10, or (ii) an additional 10%, for a total of 40%, of LegatumX’s common stock if LegatumX realizes $10.1 million in gross proceeds from the sale of the 100,000 shares of our common stock within the 12-month period following the effective date of this Form 10.

AutoLotto:

On January 17, 2018, the Company entered into a Promissory Note Agreement (“AutoLotto Agreement”) with AutoLotto, Inc., a Delaware corporation. Under the terms of the AutoLotto Agreement, the Company will pay to AutoLotto $1.5 million (the “Principal”) in exchange for a promissory note that will accrue interest at one percent per annum (the “Interest”). All unpaid Principal and Interest are due and payable to the Company at the earlier of (i) the closing of AutoLotto’s initial coin offering of at least $20,000,000 or (ii) AutoLotto’s issuance of equity securities (excluding any conversion or issuance of any note or other convertible security) of at least $20,000,000. In the event AutoLotto does not raise $20,000,000 though an initial coin offering or issuance of equity noted above, any unpaid Principal and Interest will convert to equity at a rate of $250,000,000 divided by the number of common shares outstanding immediately prior to January 17, 2020. As part of the AutoLotto Agreement, the Company also received an option to purchase tokens of the AutoLotto initial coin offering (the “Option”) equal to two times the outstanding unpaid Principal and Interest under the AutoLotto Agreement. The exercise price of the Option will be an undisclosed private pre-sale price, and the Option is exercisable within ten days of AutoLotto providing notice to the Company of its initial coin offering. The Option expires on January 16, 2018.

Subsequent Equity Raise:

On May 23, 2017 the Company entered into a Share Purchase Agreement with JOJ Holdings, LLC, pursuant to which JOJ agreed to purchase 20,000,000 restricted shares of common stock, $0.001 par value (the "Control Shares") and assume the liabilities of a judgement creditor in the amount of approximately $25,000 and paid the Receiver $150,000 which monies were used to cover the Receiver's and other company expenses. The Share Purchase Agreement was attached as Exhibit 10.1 to the Company's Form 10-K for the year-ended April 30, 2017, filed with the SEC on August 30, 2017. Due to the 2:1 forward split on January 16, 2018, JOJ Holdings effectively owned 40,000,000 shares of common stock. On February 13, 2018, JOJ Holdings, LLC requested to our transfer agent that 5,000,000 shares of their common stock to be cancelled.

The Company has conducted private placement offerings to "accredited investors" (as that term is defined under Rule 501 Regulation D) and as of February 20, 2018, the Company has raised equity capital (the "Equity Raises") as set forth in the table below. To date, no shares have been issued in connection with the Equity Raises, which were conducted in reliance upon the exemptions under Section 4(2) of the Act and Regulation D promulgated by the SEC under the Act.

	Shares (1)	Price Per Share (1)	Warrants (1)	Warrant Exercise Price Per Share (1)	Total Capital Raised
$0.05 Financing (2)	4,000,000	$ 0.05	2,000,000	$ 0.25	$ 200,000
$0.10 Financing (3)	6,175,000	$ 0.10	3,237,500	$ 0.25	$ 617,500
$1.25 Financing (4)	2,841,300	$ 1.25	–	–	$ 3,551,625
	13,016,300		5,237,500		$ 4,369,125

(1) Share and warrant quantities and their respective per-share prices have been retroactively adjusted for the forward 2-for-1 split on January 16, 2018.

(2) The $0.05 Financing commenced on November 15, 2017, pursuant to which the Company raised $200,000 from 2 accredited investors. As part of the investment in $0.05 Financing, we issued and sold 2,000,000 units, each consisting of two (2) shares of common stock and one (1) warrant exercisable for 3 years at an exercise price of $0.25.

(3) The $0.10 Financing commenced on November 21, 2017, pursuant to which the Company raised $617,500 from 54 accredited investors. As part of the investment in $0.10 Financing, we issued and sold 3,087,500 units, each consisting of two (2) shares of common stock and one (1) warrant exercisable for 3 years at an exercise price of $0.25.

(4) The $1.25 Financing commenced on November 30, 2017. The Company expects to close this round by February 28, 2018. The Company has raised $3,551,625 from 124 accredited investors. As part of the investment in $1.25 Financing, we issued and sold 2,841,300 shares of common stock. No warrants were issued with this round.

The Company intends to continue to seek to raise additional equity capital through private placement of shares and/or units consisting of shares and warrants to accredited investors.

Contractual Agreements

All Officers and Executives of the Company devote substantially all of their time to the Company. Our intention is to replace the following consulting agreements with full-time employment agreements within 90 days of this filing.

Patrick Moynihan

On November 15, 2017, the Company and Mr. Moynihan entered into a five-year consulting agreement, which expires on November 14, 2022. Mr. Moynihan will receive a monthly fee of $20,000 under his agreement. The Company expects to enter into a definitive employment agreement with Mr. Moynihan during the fourth fiscal quarter of 2018, which ends on April 30, 2018.

Zack Pontgrave

On December 1, 2017, the Company entered into a five-year consulting agreement with Mr. Pontgrave ending on November 30, 2022 (the "Pontgrave Initial Agreement") pursuant to which Mr. Pontgrave will be paid compensation at the rate of $10,000 per month. Effective February 1, 2018, the Company and Mr. Pontgrave agreed to terminate the Pontgrave Initial Agreement and entered into a new consulting agreement pursuant to which he will be paid annual compensation of $215,000 (the "Pontgrave New Agreement"). The Company expects to enter into a definitive employment agreement with Mr. Pontgrave during the fourth fiscal quarter ending April 30, 2018.

Bryan Larkin

On December 1, 2017, the Company entered into a six-month consulting agreement with Mr. Larkin ending on June 30, 2018 (the "Larkin Initial Agreement") pursuant to which was to be a total of $60,0000. Effective January 1, 2018, the Company and Mr. Larkin agreed to terminate the Larkin Initial Agreement and entered into a new consulting agreement pursuant to which Mr. Larkin will be paid annual compensation of $200,000 (the "Larkin New Agreement"). The Company expects to enter into a definitive employment agreement with Mr. Larkin during the fourth fiscal quarter of 2018 ending April 30, 2018.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Omni Global Technologies, Inc.:

We have audited the accompanying balance sheets of Omni Global Technologies, Inc. ("the Company") as of April 30, 2017 and 2016 and the related statements of operations, stockholders' equity (deficit) and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinions.

In our opinion, the financial statement referred to above present fairly, in all material respects, the financial position of Omni Global Technologies, Inc., as of April 30, 2017 and 2016, and the results of its operations and its cash flows for the years then ended, in conformity with generally accepted accounting principles in the United States of America.

The company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the Company's internal control over financial reporting. Accordingly, we express no such opinion.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company's significant operating losses raise substantial doubt about its ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ BF Borgers CPA PC

BF Borgers CPA PC
Lakewood, CO
August 30, 2017

OMNI GLOBAL TECHNOLOGIES, INC.
(Formerly Business.vn, Inc.)
Balance Sheets
As of April 30, 2017 and April 30, 2016

	April 30, 2017	April 30, 2016
ASSETS		
Current assets		
Cash	$ –	$ –
Total assets	$ –	$ –
LIABILITIES AND SHAREHOLDERS' DEFICIT		
Current liabilities		
Accounts payable	$ 429,679	$ 429,679
Due to related parties	3,981,423	3,981,423
Accrued liabilities	63,917	60,004
Note payable	501,112	501,112
Convertible note	53,000	53,000
Total liabilities	5,029,131	5,025,218
Shareholders' Deficit		
Preferred stock, $0.001 par value, 5,000,000 authorized. None issued	–	–
Common stock; $0.001 par value; 400,000,000 shares authorized 40,737,406 and 737,406 shares issued and outstanding as of April 30, 2017 and April 30, 2016, respectively	20,368	368
Additional paid-in capital	6,179,489	6,049,489
Accumulated deficit	(11,228,988)	(11,075,075)
Total shareholders' deficit	(5,029,131)	(5,025,218)
Total liabilities and shareholders' deficit	$ –	$ –

The Accompanying Notes Are An Integral Part Of These Financial Statements.

OMNI GLOBAL TECHNOLOGIES, INC.
(Formerly Business.vn, Inc.)
Statements of Operations

	For the years ending April 30,	
	2017	**2016**
Revenue	$ –	$ –
General and administrative	30,580	–
Consulting fees	40,000	–
Professional fees	77,420	–
Total operating expenses	148,000	–
(Loss) from operations	(148,000)	–
Other income (expense)		
Interest expense	(5,913)	–
Loss from operations	(153,913)	–
Provision for income taxes	–	–
Net Loss	$ (153,913)	$ –
Loss per common share:		
Basic and diluted	$ (0.03)	$ 0.00
Weighted average shares outstanding:		
Basic and diluted	4,901,790	737,406

The Accompanying Notes Are An Integral Part Of These Financial Statements.

OMNI GLOBAL TECHNOLOGIES, INC.
(Formerly Business.vn, Inc.)
Statement of Cash Flows

	For the Years Ended April 30,	
	2017	**2016**
Cash flows from operating activities:		
Net loss	$ (153,913)	$ –
Changes in operating assets and liabilities		
Increase in accrued liabilities	3,913	–
Net cash (used in) operating activities	(150,000)	–
Cash flows from investing activities:		
Net cash (used in) provided by investing activities	–	–
Cash flows from financing activities:		
Proceeds from the issuance of common stock	150,000	–
Net cash provided by financing activities	150,000	
Net change in cash	–	–
Cash, beginning of the period	–	–
Cash, end of the period	$ –	$ –

The Accompanying Notes Are An Integral Part Of These Financial Statements.

OMNI GLOBAL TECHNOLOGIES, INC.
(Formerly Business.vn, Inc.)
Statements of Changes in Stockholders Deficit

	Common Stock		Additional Paid-in	Stockholders	
	Shares	Amount	Capital	Deficit	Total
Balance, April 30, 2016 (Unaudited)	737,406	$ 368	$ 6,049,489	$ (11,075,075)	$ (5,025,218)
Shares issued for cash	40,000,000	20,000	130,000	–	150,000
Net loss for the year ended April 30, 2017	–	–	–	(153,913)	(153,913)
Balance, April 30, 2017	40,737,406	$ 20,368	$ 6,179,489	$ (11,228,988)	$ (5,029,131)

The Accompanying Notes Are An Integral Part Of These Financial Statements.

1. Organization

Unless the context otherwise requires, the terms "we", "our", "us", "OMNI", OMGT or "Omni Global Technologies, Inc." refers to Omni Global Technologies Inc. (formerly Business.vn, Inc.)

Omni Global Technologies, Inc. (“OMNI” or the "Company") was originally formed on September 15, 1995 as Interactive Processing, Inc., a Nevada corporation, to market high-tech consumer electronics through television home-shopping networks, retail stores, catalog companies and their website remotecontrols.com. In March 1999, the Company changed its name to Worldtradeshow.com, Inc. In April, 1999, the Company acquired intellectual property rights to a database and business plan and significantly changed its business plan to develop tradeshow software and market both physical and virtual tradeshow space through the Company's website.

The Company was dormant from October 2008 through May 15, 2016 until it was placed under the control of a Receiver in Nevada’s Eighth Judicial District pursuant to #A14-715484-P. Substantially all of the liabilities that have been outstanding since October 2008 are expected to be legally discharged court, but the discharge has not occurred as of the date of this Report. As a result, all liabilities outstanding as of April 30, 2009 have been carried over to the April 30, 2017 balance sheet.

Reverse Split and Name Change

On November 18, 2016, the Company effected a 1 for 150 reverse split and changed its name from Business.vn, Inc., to Omni Global Technologies, Inc., and the Company’s trading symbol changed from “BVNI” to “OMGT”. Under the guidelines of Staff Accounting Bulletin 4c, a capital structure change such as a stock split that occurs after the date of the most recent balance sheet must be given retroactive effect in the balance sheet. Accordingly, all references to the numbers of Common Shares and per share data in the accompanying financial statements have been adjusted to reflect this forward split on a retroactive basis, unless indicated otherwise.

2. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States of America (“US GAAP”). This basis of accounting involves the application of accrual accounting and consequently, revenues and gains are recognized when earned, and expenses and losses or recognized when incurred.

Similarly, management must make estimates of the uncollectibility of accounts receivable. Management specifically analyzes accounts receivable and historical bad debts, customer concentrations, customer credit-worthiness, current economic trends and changes in our customer payment terms when evaluating the adequacy of the allowance for doubtful accounts. If the financial condition of our customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances may be required.

Income Taxes

The Company utilizes SFAS No. 115, *Accounting for Income Taxes* , which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are determined based on the difference between the tax basis of assets and liabilities and their financial reporting amounts based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

Going Concern

The Company has an accumulated deficit of $11,228,988 to date. We will need additional working capital to service debt and for ongoing operations, which raises substantial doubt about its ability to continue as a going concern. Management of the Company is working a strategy to meet operational shortfalls which may include equity funding, short term or long-term financing or debt financing, to enable the Company to reach profitable operations, however, there can be no assurances that the plan will succeed nor that the Company will be able to execute its plans.

Operating Expenses

Operating expenses for the fiscal year ended April 30, 2017 are comprised of accounting, the court appointed receiver's professional fees, legal expenses, transfer agent expenses and other professional and consulting fees. These fees are not related to company operations, but fees incurred to help the Company emerge from receivership status and re-establish itself as a reporting public company.

Basic and Diluted Net Loss Per Share

Net loss per share is calculated in accordance with SFAS No. 128, *Earnings Per Share* for the period presented. Basic net loss per share is based upon the weighted average number of common shares outstanding. Diluted net loss per share is based on the assumption that all dilative convertible shares and stock options were converted or exercised. Dilution is computed by applying the treasury stock method. Under this method, options and warrants are assumed exercised at the beginning of the period (or at the time of issuance, if later), and as if funds obtained thereby we used to purchase common stock at the average market price during the period.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the periods presented. Actual results could differ from those estimates.

Significant estimates made by management are, among others, realizability of long-lived assets, deferred taxes and stock option valuation. Management reviews its estimates on a quarterly basis and, where necessary, makes adjustments prospectively.

3. Provision for income taxes

As of April 30, 2017, the Company has a federal net operating loss carry forwards of $11,228,988 that can be utilized to reduce future taxable income. The net operating loss carry forward will expire through 2023 if not utilized. Utilization of the net operating loss and tax credit carry forward may be subject to substantial annual limitations due to the ownership change limitations provided by the Internal Revenue Code of 1986, as amended, and similar state provisions. The annual limitation may result in the expiration of net operating loss and tax credit carry forwards before utilization. The Company has provided a full valuation allowance on the deferred tax asset because of uncertainty regarding realizability.

4. Stockholder's Equity

Common Stock

The Company has 400,000,000 shares of Common Stock authorized with a par value of $0.001 per share and 5,000,000 shares of Preferred Stock authorized, with a par value of $0.001 per share. As of April 30, 2017 and 2016 there were 40,737,406 and 737,406 common shares outstanding, respectively. No shares of Preferred Stock are outstanding.

Common Stock Issued in Private Placements

During the year ended April 30, 2017 under the terms of the SPA, the Company accepted subscription agreements from one investor and issued 40,000,000 shares of its common stock on March 24, 2017 at a price of $0.00375 per share for gross proceeds totaling $150,000.

During the year ended April 30, 2017, the Company did not accept any subscription agreements

Item 14. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

There are no disagreements with the accountants on accounting and financial disclosures.

Item 15. Financial Statements and Exhibits

(b) Exhibits.

Exhibit No.	Description
3.1(i)	Certificate of Amendment of Certificate of Incorporation, Name Changed to Omni Global Technologies, Inc. and 1-for-150 Reverse Split dated July 8, 2016, filed herewith.
3.1 (ii)	Certificate of Amendment of Certificate of Incorporation, Name Changed to Blockchain Industries, Inc. dated November 13, 2017, filed herewith.
3.1 (iii)	Certificate of Amendment of Certificate of Incorporation, 2-for-1 Forward Split dated December 20, 2017, filed herewith.
3.2	Bylaws, filed herewith.
4.1	Certificate of Designation - Series A Convertible Preferred Stock, filed herewith.
10.1	Chimes Agreement, filed herewith.
10.2	KinerjaPay Agreement, filed herewith.
10.3	BlockEx Agreement, filed herewith.
10.4	LegatunX Agreement, filed herewith.
10.5(i)	AutoLotto Agreement, filed herewith.
10.5(ii)	AutoLotto Option, filed herewith.
10.6	Director Agreement – Max Robbins , filed herewith.
10.7	Consulting Agreement – Zack Pontgrave , filed herewith
10.8	Consulting Agreement – Bryan Larkin , filed herewith
23	Consent of Independent Auditor, filed herewith.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, this report has been signed below by the following person on behalf of the registrant and in the capacities and on the date indicated.

BLOCKCHAIN INDUSTRIES, INC.

Date: February 27, 2018

By: /s/ Patrick Moynihan
Patrick Moynihan
Chief Executive Officer and Chairman
(Principal Executive Officer)

By: /s/ Patrick Moynihan
Patrick Moynihan
Chief Financial Officer
(Principal Financial and Principal Accounting Officer)

Exhibit 3.1(i)

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Certificate of Amendment
(PURSUANT TO NRS 78.385 and 78.390)

Filed in the office of	Document Number
	20160305192-29
/s/ Barbara K. Cegavske	Filing Date and Time
Barbara K. Cegavske	**07/08/2016 1:20 AM**
Secretary of State	Entity Number
State of Nevada	**C16051-1995**

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of Corporation:

Business, VN Inc.

2. The articles have been amended as follows:

Name Change to Omni Global Technologies, Inc.
Change of entity purpose and focus to be - A development stage technology company, that will improve, market, analyze, advance, acquire and create technology opportunities for both internal and external monetization.

150:1 Reverse Stock Split; each shareholder of record will possess a minimum of 100 shares upon completion of the corporate action down to the beneficial shareholder level. All fractional shares will be rounded up to the nearest whole share. This is not a mandatory share exchange.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 87%

4. Effective date and time of filing: Date: 7/8/2016 Time:

5. Signature:

/s/ signature Receiver, Acting under its statutory authority

* If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

Exhibit 3.1 (ii)

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Certificate of Amendment
(PURSUANT TO NRS 78.385 and 78.390)

Filed in the office of	Document Number
	20170479547-06
/s/ Barbara K. Cegavske	Filing Date and Time
Barbara K. Cegavske	**11/13/2017 8:00 AM**
Secretary of State	Entity Number
State of Nevada	**C16051-1995**

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of Corporation:

Omni Global Technologies, Inc.

2. The articles have been amended as follows:

The name of the corporation has been amended from Omni Global Technologies Inc to Blockchain Industries Inc.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 1

4. Effective date and time of filing: Date: Time:

5. Signature:

/s/ Olivia Funk

* If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

Exhibit 3.1 (iii)

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Certificate of Amendment
(PURSUANT TO NRS 78.385 and 78.390)

Filed in the office of	Document Number
	20170536537-09
/s/ Barbara K. Cegavske	Filing Date and Time
Barbara K. Cegavske	**12/20/2017 1:24 PM**
Secretary of State	Entity Number
State of Nevada	**C16051-1995**

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of Corporation:

BLOCKCHAIN INDUSTRIES, INC.

2. The articles have been amended as follows:

ARTICLE VI:
The authorized capital stock of the corporation is 405,000,000 shares, par value $0.001, consisting of: (i) 400,000,000 shares of common stock (the "Common Stock"), of which 20,368,703 shares of are issued and outstanding; and (ii) 5,000,000 shares of preferred stock, no shares of which are issued or outstanding. The number of issued and outstanding shares are hereby subject to a 2:1 forward split resulting in 40,737,406 shares of Common Stock issued and outstanding. In all other respects, ARTICLE VI remains unchanged.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 20,000,000

4. Effective date and time of filing: Date: Time:

5. Signature:

/s/ signature

* If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

Exhibit 3.2

BYLAWS OF

BLOCKCHAIN INDUSTRIES, INC.

(a Nevada Corporation)

(adopted effective as of February 1, 2018)

ARTICLE 1

OFFICES

SECTION 1.1. Principal Office. The principal offices of Blockchain Industries, Inc. (the "**Corporation**") shall be in such location as the Board of Directors of the Corporation (the "**Board of Directors**") may determine.

SECTION 1.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Nevada as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

MEETINGS OF STOCKHOLDERS

SECTION 2.1. Place of Meeting; Chairman. All meetings of stockholders shall be held at such place, either within or without the State of Nevada, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. The Chairman of the Board of the Corporation (or the Executive Chairman of the Corporation, if such office is designated and filled in accordance with these Bylaws) (the "**Chairman of the Board**") or any other person specifically designated by the Board of Directors shall act as the Chairman for any meeting of stockholders of the Corporation. The Chairman of the Board (or his or her designee) shall have full authority to control the process of any stockholder meeting, including, without limitation, determining whether any proposals or nominations were properly brought before such meeting, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting, limitations on participation in such meeting to stockholders of record of the Corporation and their duly authorized and constituted proxies and such other persons as the Chairman of the Board (or his or her designee) shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, requiring ballots by written consent, limitations on the time allotted to questions or comments by participants and regulation of the opening and closing of the polls for balloting on matters which are to be voted on by ballot.

SECTION 2.2. Annual Meetings. The annual meeting of stockholders of the Corporation shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, subject to any postponement in the Board of Directors' sole discretion, upon notice of such postponement given in any manner deeded reasonable by the Board of Directors.

SECTION 2.3. Special Meetings. Special meetings of the stockholders of the Corporation, for any purpose or purposes, unless otherwise prescribed by the Nevada Revised Statutes ("**NRS**") or by the Articles of Incorporation of the Corporation (the " **Articles of Incorporation**"), may be called exclusively by: (i) the Chairman of the Board or the Chief Executive Officer, President or other executive officer of the Corporation, (ii) the Board of Directors or (iii) the request in writing of stockholders of record, and only of record, holding the "***Requisite Percent***" (as hereinafter defined in Section 2.13). Such request shall state the purpose or purposes of the proposed meeting. The officers or directors shall fix the date, time and any place, either within or without the State of Nevada, as the place for holding such meeting; provided, however, that the date of any such special meeting shall be not more than ninety (90) days after the date on which a special meeting request properly brought pursuant to Sections 2.3 and 2.5 are delivered to the Secretary of the Corporation.

SECTION 2.4. Notice of Meeting. Written notice of the annual and each special meeting of stockholders of the Corporation, stating the time, place and purpose or purposes thereof, shall be given to each stockholder entitled to vote thereat, not less than ten (10) nor more than sixty (60) days before the meeting and shall be signed by the Chairman of the Board, the President or the Secretary of the Corporation (the "**Secretary**"). The Board of Directors may postpone a special meeting in its sole discretion in any manner it deems reasonable. In no event shall any adjournment or postponement of an annual meeting or special meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described below.

SECTION 2.5. Business Conducted at Meetings.

Section 2.5.1 At any meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before a meeting, business must be: (a) specified in the notice of meeting (or any supplement thereto provided within the notice period specified in Section 2.4) given by or at the direction of the Chairman of the Board, the President or the Board of Directors, (b) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (c) otherwise properly brought before the meeting by a stockholder or stockholders of record, and only of record, holding the Requisite Percent in accordance with applicable law, these Bylaws or otherwise. In addition to any other applicable requirements set forth in these Bylaws, federal securities laws or otherwise, for business to be properly brought before a meeting called by stockholders representing the Requisite Percent, such stockholder(s) must have given timely notice thereof in writing to the Secretary. Any special meeting of the Corporation proposed to be called by a stockholder or stockholders in such capacity shall not be required to be held: (i) with respect to any matter, within 12 months after any annual or special meeting of stockholders at which the same matter was included on the agenda, or if the same matter will be included on the agenda at an annual meeting to be held within 90 days after the receipt by the Corporation of such request (the election or removal of directors to be deemed the same matter with respect to all matters involving the election or removal of directors) or (ii) if the purpose of the special meeting is not a lawful purpose or if such request violates applicable law. A stockholder may revoke a request for a special meeting at any time by written revocation delivered to the Secretary, and if, following such revocation, there are un-revoked requests from stockholders holding in the aggregate less than the requisite number of shares entitling the stockholders to request the calling of a special meeting, the Board of Directors, in its discretion, may cancel the special meeting. If none of the stockholders who submitted the request for a special meeting appears or sends a qualified representative to present the nominations proposed to be presented or other business proposed to be conducted at the special meeting, the Corporation need not present such nominations or other business for a vote at such meeting.

Section 2.5.2 To be timely, a stockholder's notice of a proposal to be included at an annual meeting must be delivered to or mailed and received at the principal offices of the Corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to the anniversary of the date on which the Corporation first mailed its proxy materials for the previous year's annual meeting of stockholders (or the date on which the Corporation mails its proxy materials for the current year if during the prior year the Corporation did not hold an annual meeting or if the date of the annual meeting was changed more than thirty (30) days from the prior year).

Section 2.5.3 A record stockholders' notice to the Secretary shall set forth in writing as to each matter the stockholder(s) propose to bring before the meeting: (a) a detailed description of the business desired to be brought before the meeting and the reasons for proposing such business, including the complete text of any resolutions, bylaws or Articles of Incorporation amendments proposed for consideration, (b) the name and address, as they appear on the Corporation's books, of the stockholders proposing such business, (c) the class and number of shares of the Corporation which are owned directly or indirectly of record and directly or indirectly beneficially owned by the stockholders and each of its affiliates (within the meaning of Rule 144 promulgated under the Securities Act of 1933, as amended, or any successor rule thereto ("**Rule 144**")), including any shares of the Corporation owned or controlled via derivatives, synthetic securities, hedged positions and other economic and voting mechanisms, (d) any material interest of the stockholders in such proposed business and any agreements or understandings to which such stockholders are a party which relate in any way, directly or indirectly, to the proposed business to be conducted, including a description of all arrangements or understandings between such stockholder and any other person or persons (including their names), (e) a representation as to whether or not such stockholder intends to solicit proxies, (f) a representation as to whether or not such stockholder intends to appear in person or by proxy at the applicable meeting, and (g) such other information regarding the stockholder in his, her or its capacity as a proponent of a stockholder proposal that would be required to be disclosed in a proxy statement or other filing with the United States Securities and Exchange Commission ("**SEC**") required to be made in connection with the contested solicitation of proxies pursuant to the SEC's proxy rules.

Section 2.5.4 Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at a meeting except in accordance with the procedures set forth in this Section 2.5. The Chairman of the meeting shall, in his or her sole discretion, determine and declare to the meeting whether or not any business was properly brought before the meeting. Any such business not properly brought before the meeting shall not be transacted. Nothing in this Section 2.5 shall affect the right of a stockholder to request inclusion of a proposal in the Corporation's proxy statement to the extent that such right is provided by an applicable rule of the SEC. Notwithstanding the foregoing, the advance notice provisions of these Bylaws shall apply to all stockholder proposals regardless of whether such proposal is sought to be included in the Corporation's proxy statement or in a separate proxy statement.

SECTION 2.6. Nomination of Directors. Nomination of candidates for election as directors of the Corporation at any meeting of stockholders called for the election of directors, in whole or in part (an "**Election Meeting**"), must be made by the Board of Directors or by any stockholder entitled to vote at such Election Meeting, in accordance with the following procedures.

Section 2.6.1. Nominations made by the Board of Directors shall be made at a meeting of the Board of Directors or by written consent of the directors in lieu of a meeting prior to the date of the Election Meeting. At the request of the Corporation, each proposed individual nominated by the Board of Directors shall provide the Corporation with such information concerning himself or herself as is required, under the rules of the SEC and any applicable securities exchange, to be included in the Corporation's proxy statement soliciting proxies for his or her election as a director.

Section 2.6.2. The exclusive means by which a stockholder may nominate a director shall be: (i) in the case of the nomination of a director for election at an annual meeting, by delivery of a notice to the Secretary, not less than ninety (90) days nor more than one hundred twenty (120) days prior to the anniversary of the date on which the Corporation first mailed its proxy materials for the previous year's annual meeting of stockholders (or the date on which the Corporation mails its proxy materials for the current year if during the prior year the Corporation did not hold an annual meeting or if the date of the annual meeting was changed more than thirty (30) days from the prior year); or (ii) in the case of the nomination of a director for election at a special meeting (other than pursuant to a special meeting request in accordance with the requirements set forth in Sections 2.3 and 2.5), not less than ninety (90) days nor more than one hundred twenty (120) days prior to such special meeting or, if later, the tenth (10th) day following the day on which public disclosure (of the date of such special meeting was first made, setting forth: (a) the name, age, business address and the primary legal residence address of each nominee proposed in such notice, (b) the principal occupation or employment of such nominee, (c) the number of shares of capital stock of the Corporation which are owned directly or indirectly of record and directly or indirectly beneficially owned by the nominee and each of its affiliates (within the meaning of Rule 144), including any shares of the Corporation owned or controlled via derivatives, hedged positions and other economic and voting mechanisms, (d) any material agreements, understandings or relationships, including financial transactions and compensation, between the nominating stockholder and the proposed nominees and (d) such other information concerning each such nominee as would be required, under the rules of the SEC, in a proxy statement soliciting proxies in a contested election of such nominees. Such notice shall include a signed consent of each such nominee to serve as a director of the Corporation, if elected. In addition, any stockholder nominee, to be validly nominated, shall submit to the Secretary the questionnaire required pursuant to Section 2.6.3 of these Bylaws. A stockholder intending to nominate one or more candidates for election as directors must comply with the advance notice requirements set forth in this Section 2.6.2 specifically applicable to the nomination of candidates for election as directors for such nomination to be properly brought before the meeting. For purposes of these Bylaws, "**public disclosure**" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the SEC pursuant to Sections 13, 14 or 15(d) of the Securities Exchange Act of 1934, as amended.

Section 2.6.3 To be eligible to be a director nominee nominated by a stockholder or stockholders for election or reelection as a director of the Corporation, such nominee must deliver (in accordance with the time periods prescribed for delivery of notice under Section 2.6.2 of these Bylaws) to the Secretary at the principal executive offices of the Corporation a written questionnaire (the "**Questionnaire**") with respect to the background, qualification and experience of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be in the form approved by the Corporation and provided by the Secretary or such Secretary's designee) and a written representation and agreement that such person: (a) will abide by the requirements of these Bylaws and the Articles of Incorporation as in effect at the time of their nomination and as validly amended, (b) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "**Voting Commitment**") that has not been disclosed to the Corporation or (2) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (c) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, and (d) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation. If, prior to the Election Meeting, there is a change in any information set forth on the Questionnaire, then such director candidate shall promptly notify the Secretary by submitting a revised Questionnaire.

Section 2.6.4. In the event that a person is validly designated by the Board of Directors as a nominee in accordance with this Section 2.6 and shall thereafter become unable or willing to stand for election to the Board of Directors, the Board of Directors may designate a substitute nominee who meets all applicable standards under these Bylaws.

Section 2.6.5. If the Chairman of the Election Meeting determines that a nomination was not made in accordance with the foregoing procedures, such nomination shall be void.

SECTION 2.7. Quorum; Adjournment.

Section 2.7.1 The holders of at least the Requisite Percent, present in person or represented by proxy (provided the proxy has authority to vote on at least one matter at such meeting), shall constitute a quorum at any meeting of stockholders for the transaction of business, except when stockholders are required to vote by class, in which event the Requisite Percent of the issued and outstanding shares of the appropriate class shall be present in person or by proxy (provided the proxy has authority to vote on at least one matter at such meeting) in order to constitute a quorum as to such class vote, and except as otherwise provided by the NRS or by the Articles of Incorporation. The stockholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to have less than a quorum if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 2.7.2 Notwithstanding any other provision of the Articles of Incorporation or these Bylaws, at any annual or special meeting of stockholders of the Corporation, whether or not a quorum is present, the Chairman of the Board or the person presiding as Chairman of the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, whether or not a quorum shall be present or represented. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting in accordance with Section 2.4 of these Bylaws. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 2.8. Voting; Proxies.

Section 2.8.1 Except as provided for below or by applicable law, rule or regulation, when a quorum is present at any meeting of the stockholders, any action by the stockholders on a matter except the election of directors shall be approved if approved by the majority of the votes cast. Each nominee for director shall be elected by the majority of the votes cast with respect to that nominee's election at any meeting for the election of directors at which a quorum is present, provided, however, that, in the case of a director nominee in a Contested Election, the Board of Directors, in its sole discretion, may determine that directors shall be elected by a plurality of the votes cast in any Contested Election, such determination to be made no later than five (5) days prior to the date of the Election Meeting as initially announced. For purposes of these Bylaws, a "**Contested Election**" means an election of directors with respect to which the Board of Directors determines that the number of nominees exceeds the number of directors to be elected and the Board of Directors has not rescinded such determination by the date that is five (5) days prior to the date of the Election Meeting as initially announced. In determining the number of votes cast in a Contested Election, abstentions and broker non-votes, if any, will not be treated as votes cast. The provisions of this paragraph will govern with respect to all votes of stockholders except as otherwise provided for in the Articles of Incorporation or by a specific statutory provision superseding the provisions of these Bylaws.

Section 2.8.2 Every stockholder having the right to vote shall be entitled to vote in person, or by proxy: (a) appointed by an instrument in writing subscribed by such stockholder or by his or her duly authorized attorney or (b) authorized by the transmission of an electronic record by the stockholder to the person who will be the holder of the proxy or to a firm which solicits proxies or like agent who is authorized by the person who will be the holder of the proxy to receive the transmission subject to any procedures the Board of Directors may adopt from time to time to determine that the electronic record is authorized by the stockholder; provided, however, that no such proxy shall be valid after the expiration of six (6) months from the date of its execution, unless coupled with an interest, or unless the person executing it specifies therein the length of time for which it is to continue in force, which in no case shall exceed seven (7) years from the date of its execution. If such instrument or record shall designate two (2) or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one (1) be present, then such powers may be exercised by that one (1). Unless required by the NRS or determined by the Chairman of the meeting to be advisable, the vote on any matter need not be by written ballot. No stockholder shall have cumulative voting rights.

SECTION 2.9. Consent of Stockholders. Whenever the vote of the stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting and vote of stockholders may be dispensed with if stockholders, having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, consent in writing to such corporate action being taken; provided, that in no case shall the written consent be by the holders of stock having less than the minimum percentage of the vote required by the NRS. Any action by consent of the stockholders pursuant to this Section 2.9 must follow the notice and timing procedures of Section 2.5 applicable to any business to be conducted at a stockholder meeting. Further, upon the request of a stockholder to conduct a consent solicitation, the Board of Directors shall adopt a resolution fixing a record date within ten (10) days of the date on which a request therefor is received, provided that such record date shall not be more than ten (10) days after the date of the adoption of such resolution.

SECTION 2.10. Voting of Stock of Certain Holders. Shares standing in the name of another entity, domestic or foreign, may be voted by such officer, agent or proxy as the governing documents of such entity may prescribe, or in the absence of such provision, as the Board of Directors or governing body of such entity may determine. Shares standing in the name of a deceased person may be voted by the executor or administrator of such deceased person, either in person or by proxy. Shares standing in the name of a guardian, conservator or trustee may be voted by such fiduciary, either in person or by proxy, but no such fiduciary shall be entitled to vote shares held in such fiduciary capacity without a transfer of such shares into the name of such fiduciary. Shares outstanding in the name of a receiver may be voted by such receiver. A stockholder whose shares are pledged shall be entitled to vote such shares, unless in the transfer by the pledgor on the books of the Corporation, he or she has expressly empowered the pledgee to vote thereon, in which case only the pledgee, or his or her proxy, may represent the stock and vote thereon.

SECTION 2.11. Treasury Stock. The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it; and such shares shall not be counted in determining the total number of outstanding shares.

SECTION 2.12. Fixing Record Date. The Board of Directors may fix in advance a date for any meeting of stockholders (which date shall not be more than sixty (60) nor less than ten (10) days preceding the date of any such meeting of stockholders), a date for payment of any dividend or distribution, a date for the allotment of rights, a date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining a consent of stockholders (which date shall not precede or be more than ten (10) days after the date the resolution setting such record date is adopted by the Board of Directors), in each case as a record date (the "**Record Date**") for the determination of the stockholders entitled to notice of, and to vote at, any such meeting and any adjournment thereof, to receive payment of any such dividend or distribution, to receive any such allotment of rights, to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, as the case may be. In any such case such stockholders and only such stockholders as shall be stockholders of record on the Record Date shall be entitled to such notice of and to vote at any such meeting and any adjournment thereof, to receive payment of such dividend or distribution, to receive such allotment of rights, to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such Record Date.

SECTION 2.13 Requisite Percent. Prior to the occurrence of a "***Qualified Financing***" (as hereinafter defined), twenty-five (25%) percent of the entire capital stock of the Corporation issued, outstanding and entitled to vote and held by the stockholders of record shall constitute the "**Requisite Percent**." Upon the closing of a Qualified Financing, the Requisite Percent shall automatically, and without any further action on the part of the Corporation, the Board of Directors or any stockholder, increase to sixty-six and two-thirds (66 2/3%) percent of the entire capital stock of the Corporation issued, outstanding and entitled to vote and held by the stockholders of record. Such adjustment to the Requisite Percent shall be effective immediately upon the closing of a Qualified Financing. "**Qualified Financing**" means the sale of equity capital or equity security, and rights, options or warrants or other contracts to purchase any equity capital or equity security, of the Company in one or a series of related transactions that results in gross proceeds to the Corporation in U.S. Dollar currency of at least Ten Million (USD $10,000,000) Dollars.

ARTICLE 3

BOARD OF DIRECTORS

SECTION 3.1. Powers. The business and affairs of the Corporation shall be managed by the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders. Subject to compliance with the provisions of the NRS, the powers of the Board of Directors shall include the power to make a liquidating distribution of the assets, and wind up the affairs of, the Corporation.

SECTION 3.2. Number, Qualifications and Term. The number of directors which shall constitute the whole Board of Directors shall be not less than three (3) and not more than nine (9). Within the limits above specified, the number of the directors of the Corporation shall be determined solely in the discretion of the Board of Directors from time to time. Directors need not be residents of Nevada or stockholders of the Corporation. Commencing with the 2018 annual meeting of shareholders, the Directors constituting the Corporation's Board of Directors shall be classified, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as possible, as shall be determined by the Board of Directors consistent with the terms of this Article 3. At the 2018 annual meeting of shareholders, one class shall be elected to a term expiring at the annual meeting of shareholders to be held in 2019, another class shall be elected to a term expiring at the annual meeting of shareholders to be held in 2020, and another class shall be elected to a term expiring at the annual meeting of shareholders to be held in 2021, with each class to hold office until its successor is elected and qualified. At each annual meeting of the shareholders of the Corporation commencing with the election in 2019, the successors of the class of Directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of shareholders held in the third year following the year of their election.

SECTION 3.3. Vacancies, Additional Directors; Removal From Office; Resignation.

SECTION 3.3.1 If any vacancy occurs in the Board of Directors caused by death, resignation, retirement, disqualification, removal from office or otherwise, or if any new directorship is created in accordance with Section 3.2 by an increase in the authorized number of directors, a majority of the directors then in office, though less than a quorum, or a sole remaining director, but not the stockholders of the Corporation, may choose a successor or fill the newly created directorship. Any director so chosen shall hold office for the unexpired term of his or her predecessor in his or her office and until his or her successor shall be elected and qualified, unless sooner displaced.

SECTION 3.3.2 No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

SECTION 3.3.3 The stockholders of the Corporation may remove a member of the Board of Directors by the affirmative vote of the Requisite Percent.

SECTION 3.3.4 Any director may resign or voluntarily retire upon giving written notice to the Chairman of the Board or the Board of Directors. Such retirement or resignation shall be effective upon the giving of the notice, unless the notice specifies a later time for its effectiveness. If such retirement or resignation is effective at a future time, the Board of Directors may elect a successor to take office when the retirement or resignation becomes effective.

SECTION 3.4. Regular Meetings. A regular meeting of the Board of Directors shall be held each year, without notice other than this Bylaw provision, at the place of, and immediately prior to and/or following, the annual meeting of stockholders; and other regular meetings of the Board of Directors shall be held during each year, at such time and place as the Board of Directors may from time to time provide by resolution, either within or without the State of Nevada, without any notice other than such resolution. The Board of Directors shall keep minutes of its regular meetings.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board or by the President and shall be called by the Secretary on the written request of any two (2) directors (should there be such number then in office). The Chairman of the Board or President so calling, or the directors so requesting, any such meeting shall fix the time and any place, either within or without the State of Nevada, as the place for holding such meeting. The Board of Directors shall keep minutes of its special meetings.

SECTION 3.6. Notice of Special Meeting. Written notice (including via e-mail) of special meetings of the Board of Directors shall be given to each director at least twenty-four (24) hours prior to the time of a special meeting. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting solely for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except that notice shall be given with respect to any matter when notice is required by the NRS.

SECTION 3.7. Quorum. A majority of the Board of Directors then serving shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the act of a majority of the directors present at any meeting at which there is quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by the NRS, by the Articles of Incorporation or by these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved of by at least a majority of the required quorum for that meeting.

SECTION 3.8. Action Without Meeting. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof as provided in Article 4 of these Bylaws, may be taken without a meeting, if a written consent thereto is signed by all of the members of the Board of Directors or of such committee, as the case may be. Evidence of any consent to action under this Section 3.9 may be provided in writing, including electronically via email or facsimile.

SECTION 3.9. Meeting by Telephone. Any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken by means of a meeting by telephone conference or similar communications method so long as all persons participating in the meeting can hear each other. Any person participating in such meeting shall be deemed to be present in person at such meeting.

SECTION 3.10. Compensation. Directors, as such, may receive reasonable compensation for their services, which shall be set by the Board of Directors, and expenses of attendance at each regular or special meeting of the Board of Directors; provided, however, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving additional compensation therefor. Members of special or standing committees may be allowed like compensation for their services on committees.

SECTION 3.11. Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation and also of its subsidiary corporations, domestic or foreign. Such inspection by a director may be made in person or by agent or attorney and includes the right to copy and obtain extracts.

SECTION 3.12 Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if: (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or their committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the shareholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE 4

COMMITTEES OF DIRECTORS

SECTION 4.1. Generally. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more additional special or standing committees, each such additional committee to consist of one or more of the directors of the Corporation. Each such committee shall have and may exercise such of the powers of the Board of Directors in the management of the business and affairs of the Corporation as may be provided in such resolution, except as delegated by these Bylaws or by the Board of Directors to another standing or special committee or as may be prohibited by law.

SECTION 4.2. Committee Operations. A majority of a committee shall constitute a quorum for the transaction of any committee business. Such committee or committees shall have such name or names and such limitations of authority as provided in these Bylaws or as may be determined from time to time by resolution adopted by the Board of Directors. The Corporation shall pay all expenses of committee operations. The Board of Directors may designate one or more appropriate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of any members of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another appropriate member of the Board of Directors to act at the meeting in the place of any absent or disqualified member.

SECTION 4.3. Minutes. Each committee of directors shall keep regular minutes of its proceedings and report the same to the Board of Directors when required. The Corporation's Secretary, or any other person designated by the applicable committee shall (a) serve as the Secretary of the special or standing committees of the Board of Directors of the Corporation, (b) keep regular minutes of standing or special committee proceedings, (c) make available to the Board of Directors, as required, copies of all resolutions adopted or minutes or reports of other actions recommended or taken by any such standing or special committee and (d) otherwise as requested keep the members of the Board of Directors apprised of the actions taken by such standing or special committees.

ARTICLE 5

NOTICE

SECTION 5.1. Methods of Giving Notice.

SECTION 5.1.1. Notice to Directors or Committee Members. Whenever under the provisions of the NRS, the Articles of Incorporation or these Bylaws, notice is required to be given to any director or member of any committee of the Board of Directors, personal notice is not required but such notice may be: (a) given in writing and mailed to such director or committee member, (b) sent by electronic transmission (including via e-mail) to such director or committee member, or (c) given orally or by telephone; provided, however, that any notice from a stockholder to any director or member of any committee of the Board of Directors must be given in writing and mailed to such director or member and shall be deemed to be given upon receipt by such director or member. If mailed, notice to a director or member of a committee of the Board of Directors shall be deemed to be given when deposited in the United States mail first class, or by overnight courier, in a sealed envelope, with postage thereon prepaid, addressed, to such person at his or her business address. If sent by electronic transmission, notice to a director or member of a committee of the Board of Directors shall be deemed to be given if by (i) facsimile transmission, when receipt of the fax is confirmed electronically, (ii) electronic mail, when delivered to an electronic mail address of the director or member, (iii) a posting on an electronic network together with a separate notice to the director or member of the specific posting, upon the later of (1) such posting and (2) the giving of the separate notice (which notice may be given in any of the manners provided above), or (iv) any other form of electronic transmission, when delivered to the director or member.

SECTION 5.1.2. Notices to Stockholders. Whenever under the provisions of the NRS, the Articles of Incorporation or these Bylaws, notice is required to be given to any stockholder, personal notice is not required but such notice may be given: (a) in writing and mailed to such stockholder, (b) by a form of electronic transmission consented to by the stockholder to whom the notice is given or (c) as otherwise permitted by the SEC. If mailed, notice to a stockholder shall be deemed to be given when deposited in the United States mail in a sealed envelope, with postage thereon prepaid, addressed to the stockholder at the stockholder's address as it appears on the records of the Corporation. If sent by electronic transmission, notice to a stockholder shall be deemed to be given if by (i) facsimile transmission, when directed to a number at which the stockholder has consented to receive notice, (ii) electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice, (iii) a posting on an electronic network together with a separate notice to the stockholder of the specific posting, upon the later of (1) such posting and (2) the giving of the separate notice (which notice may be given in any of the manners provided above), or (iv) any other form of electronic transmission, when directed to the stockholder.

SECTION 5.2. Written Waiver. Whenever any notice is required to be given by the NRS, the Articles of Incorporation or these Bylaws, a waiver thereof in a signed writing or sent by the transmission of an electronic record attributed to the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

SECTION 5.3. Consent. Whenever all parties entitled to vote at any meeting, whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the Secretary, or by presence at such meeting and oral consent entered in the minutes of such meeting, or by taking part in the deliberations at such meeting without objection, the actions taken at such meeting shall be as valid as if such action had been taken at a meeting regularly called and noticed. At such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for lack of notice is made at the time, and if any meeting be irregular for lack of notice or such consent, provided a quorum was present at such meeting, the proceedings of such meeting may be ratified and approved and rendered valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote thereat. Such consent or approval, if given by stockholders, may be by proxy or power of attorney, but all such proxies and powers of attorney must be in writing.

ARTICLE 6

OFFICERS

SECTION 6.1. Officers.

SECTION 6.1.1 The officers of the Corporation shall include the Chairman of the Board (or Executive Chairman, if the Board of Directors designates such office), the President, the Secretary and the Treasurer, each as approved and appointed by the Board of Directors. Any two or more offices may be held by the same person.

SECTION 6.1.2 The officers of the Corporation may further include a Chief Executive Officer and a Chief Financial Officer, each as approved and appointed by the Board of Directors, and may further include, without limitation, such other executive or subordinate officers and agents, including, without limitation, one or more Vice Presidents (any one or more of which may be designated Senior Executive Vice President, Executive Vice President, Senior Vice President or such other title as may be determined by the Board of Directors), Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers, in each case as the Board of Directors deems necessary and approve and appoint.

SECTION 6.1.3 The Board of Directors may in its discretion delegate to the President the power and authority to appoint subordinate officers of the Corporation and to prescribe their respective duties and powers, but in any instance the Chairman of the Board, the President, the Secretary, the Treasurer and, if designated, the Chief Executive Officer, Chief Financial Officer or any other officer responsible for a principal business unit, division or function of the Corporation (such as sales, administration or finance), or any other officer who performs a policy making function (collectively, the "**Principal Officers**"), shall be subject to the approval of and appointment by the Board of Directors.

SECTION 6.1.4 All officers of the Corporation shall hold their offices for such terms and shall exercise such powers and perform such duties as prescribed by these Bylaws, the Board of Directors or President, as applicable. The Chairman of the Board shall be elected from among the directors. With the foregoing exception, none of the other officers need be a director, and none of the officers need be a stockholder of the Corporation.

SECTION 6.2. Election and Term of Office. The Principal Officers shall each be elected only by, and shall serve at the pleasure of, the Board of Directors. All other officers of the Corporation may be appointed as the Board of Directors or the President deem necessary to elect or appoint. The officers of the Corporation shall be elected or ratified annually by the Board of Directors at its first regular meeting held concurrently with or after the annual meeting of stockholders or as soon thereafter as conveniently possible (or, in the case of those officers elected or appointed other than by the Board of Directors, ratified at the Board of Directors' first regular meeting held following their election or appointment or as soon thereafter as conveniently possible). Subject to the terms and conditions of any applicable contract between an officer and the Corporation, each officer shall hold office until his or her successor shall have been chosen and shall have qualified or until his or her death or the effective date of his or her resignation or removal, or until he or she shall cease to be a director in the case of the Chairman of the Board.

SECTION 6.3. Removal and Resignation. Any officer or agent may be removed, either with or without cause, by the affirmative vote of a majority of the Board of Directors and, other than the Principal Officers, may also be removed, either with or without cause, by action of the President whenever, in his, her judgment, the best interests of the Corporation shall be served thereby, but such right of removal and any purported removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any Principal Officer or other officer or agent may resign at any time by giving written notice to the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6.4. Vacancies. Any vacancy occurring in any Principal Officer office by death, resignation, removal or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term. Any vacancy in any other office may be filled as the Board of Directors or President deem necessary.

SECTION 6.5. Compensation. The compensation of the Principal Officers shall be determined by the Board of Directors or a designated committee thereof. Compensation of all other officers and employees of the Corporation shall be determined by the President in consultation with the Board of Directors or a designated committee thereof and in accordance with any charter of any such committee as has been approved by the Board of Directors or any policies as have been approved by the Board of Directors. No officer who is also a director shall be prevented from receiving such compensation by reason of his or her also being a director.

SECTION 6.6. Chairman of the Board. The Chairman of the Board (who may also be designated as Executive Chairman), shall preside at all meetings of the Board of Directors and of the stockholders of the Corporation. In the Chairman of the Board's absence, such duties shall be attended to by any vice chairman of the Board of Directors, or if there is no vice chairman, or such vice chairman is absent, then by the President. The Chairman of the Board shall act as liaison between the Board of Directors and the executive officers of the Corporation and shall be responsible for general oversight of such executive officers. The Chairman of the Board may also hold the position of Chief Executive Officer or President, if so approved or appointed by the Board of Directors. The Chairman of the Board shall formulate and submit to the Board of Directors matters of general policy for the Corporation and shall perform such other duties as usually appertain to the office or as may be prescribed by the Board of Directors. He or she may sign with the President or any other officer of the Corporation thereunto authorized by the Board of Directors certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors, and any deeds or bonds, which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated or reserved by these Bylaws or by the Board of Directors to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed.

SECTION 6.7. President. The President shall, subject to the oversight by and control of the Board of Directors, have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President may also, but shall not be required to, hold the position of Chief Executive Officer of the Corporation, if so approved or appointed by the Board of Directors. The President shall keep the Board of Directors fully informed and shall consult them concerning the business of the Corporation. Subject to the supervisory powers of the Board of Directors, the President may sign with the Chairman of the Board or any other officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of capital stock of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors, and any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by these Bylaws or by the Board of Directors to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed. In general, the President shall perform all other duties normally incident to the office of the President, except any duties expressly delegated to other persons by these Bylaws, the Board of Directors and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6.8. Chief Executive Officer. The Chief Executive Officer, if any, shall, in general, perform such duties as usually pertain to the position of chief executive officer and such duties as may be prescribed by the Board of Directors.

SECTION 6.9. Chief Financial Officer. The Chief Financial Officer, if any, shall, in general, perform such duties as usually pertain to the position of chief financial officer and such duties as may be prescribed by the Board of Directors. The Chief Financial Officer (or the Treasurer, if the office of Chief Financial Officer is unoccupied) shall prepare annually (by the thirtieth (30th) day following the end of each fiscal year) a customary and appropriate financial and operational budget of income, expense and cash flows of the Company for the upcoming fiscal year, which budget shall be reviewed and approved by the Board of Directors. Such budget shall be updated quarterly (including a reconciliation of the Company's actual performance versus the approved budget) and presented to the Board of Directors for review and revision as determined by the Board of Directors.

SECTION 6.10. Secretary. The Secretary shall: (a) keep the minutes of the meetings of the stockholders, the Board of Directors and committees of directors; (b) see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law; (c) be custodian of the corporate records and of the seal of the Corporation, and see that the seal of the Corporation or a facsimile thereof is affixed to all certificates for shares prior to the issuance thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; (d) keep or cause to be kept a register of the post office address of each stockholder which shall be furnished by such stockholder; (e) have general charge of other stock transfer books of the Corporation; and (f) in general, perform all duties normally incident to the office of the Secretary and such other duties as from time to time may be assigned to him or her by the Chairman of the Board, the President or the Board of Directors.

SECTION 6.11. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Section 7.3 of these Bylaws; and (b) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Board of Directors or the President. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

SECTION 6.12. Interim Officer Status. Any office of the Corporation may be designated by the Board of Directors as interim, and such interim status shall be on such terms and for such duration as may be designated by the Board of Directors.

ARTICLE 7

EXECUTION OF CORPORATE INSTRUMENTS AND VOTING OF SECURITIES OWNED BY THE CORPORATION

SECTION 7.1. Contracts. Subject to the provisions of Section 6.1, the Board of Directors may authorize any officer, officers, agent or agents to enter into any contract or execute and deliver an instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 7.2. Checks, etc. All checks, demands, drafts or other orders for the payment of money, and notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or such agent or agents of the Corporation, and in such manner, as shall be determined by the Board of Directors.

SECTION 7.3. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the President, the Treasurer or the Chief Financial Officer may be empowered by the Board of Directors to select or as the Board of Directors may select.

SECTION 7.4. Voting of Securities Owned by Corporation. All stock and other securities of any other corporation owned or held by the Corporation for itself, or for other parties in any capacity, and all proxies with respect thereto shall be executed by the person authorized to do so by resolution of the Board of Directors or, in the absence of such authorization, by any Principal Officer.

ARTICLE 8

SHARES OF STOCK

SECTION 8.1. Certificates. The Corporation is authorized to issue shares of common stock of the corporation in certificated or uncertificated form. The shares of the common stock of the Corporation shall be registered on the books of the corporation in the order in which they shall be issued. Within a reasonable time after the issuance or transfer of uncertificated stock, the Corporation shall send, or cause to be sent, to the record owner thereof a written statement setting forth the name of the Corporation, the name of the shareholder, the number and class of shares, and a summary of the designations, relative rights, preferences, and limitations applicable to such class of shares and the variations in rights, preferences, and limitations determined for each series within a class (and the authority of the Board of Directors to determine variations for future series), and a full statement of any restrictions on the transfer or registration of such shares. Each stock certificate must set forth the same information or, alternatively, may state conspicuously on its front or back that the corporation will furnish the shareholders a full statement of this information on request and without charge

SECTION 8.2. Lost Certificates. The Board of Directors may direct that a new certificate or certificates (or uncertificated shares in lieu of a new certificate) be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates (or uncertificated shares in lieu of a new certificate), the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his or her legal representative, to advertise the same in such manner as it shall require or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate or certificates alleged to have been lost, stolen or destroyed, or both.

SECTION 8.3. Registered Stockholders. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Nevada.

ARTICLE 9

DIVIDENDS

SECTION 9.1. Declaration. Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of capital stock, subject to the provisions of the Articles of Incorporation.

SECTION 9.2. Reserve. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Board of Directors shall think conducive to the interests of the Corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE 10

LIMITATION ON LIABIILTY AND INDEMNIFICATION[1]

SECTION 10.1 No director or officer shall be personally liable to the Corporation or its shareholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law: (i) for acts or omissions not in good faith or which involve intentional misconduct, fraud or a knowing violation of law, or (ii) for any transaction from which the director derived an improper personal benefit. If the NRS is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by applicable law. No amendment to or repeal of this Section shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

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[1] Subject to D&O insurance policy.

SECTION 10.2 The Corporation shall, to the maximum extent permitted under applicable law, and except as set forth below, indemnify, hold harmless and, upon request, advance expenses to each person (and the heirs, executors or administrators of such person) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, including any employee benefit plan (any such person being referred to hereafter as an "**Indemnitee**"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf in connection with such action, suit or proceeding and any appeal therefrom, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Notwithstanding anything to the contrary in this Section, the Corporation shall not indemnify an Indemnitee seeking indemnification in connection with any action, suit, proceeding, claim or counterclaim, or part thereof initiated by the Indemnitee unless the initiation thereof was approved by the Board of Directors.

SECTION 10.3 Advance of Expenses. Notwithstanding any other provisions of the Articles of Incorporation, these Bylaws, or any agreement, vote of stockholder or disinterested directors, or arrangement to the contrary, the Corporation may, at the determination of the Board, advance payment of expenses incurred by an Indemnitee in advance of the final disposition of any matter only upon receipt of an undertaking by or on behalf of the Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined that the Indemnitee is not entitled to be indemnified by the Corporation as authorized in this Section. Such undertaking may be accepted without reference to the financial ability of the Indemnitee to make such repayment.

SECTION 10.4 Subsequent Amendment. No amendment, termination or repeal of this Article 10 or of the relevant provisions of Chapter 78 of the NRS or any other applicable laws shall affect or diminish in any way the rights of any Indemnitee to indemnification under the provisions hereof with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

SECTION 10.5 Other Rights. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Section.

SECTION 10.6 Reliance. Persons who after the date of the adoption of this provision become or remain directors or officers of the Corporation or who, while a director or officer of the Corporation, become or remain a director, officer, employee or agent of a subsidiary, shall be conclusively presumed to have relied on the rights to indemnity, advance of expenses and other rights contained in this Section in entering into or continuing such service. The rights to indemnification and to the advance of expenses conferred in this Section shall apply to claims made against an Indemnitee arising out of acts or omissions which occurred or occur both prior and subsequent to the adoption hereof.

SECTION 10.7 Merger or Consolidation. If the Corporation is merged into or consolidated with another corporation and the Corporation is not the surviving corporation, the surviving corporation shall assume the obligations of the Corporation under this Section with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the date of such merger or consolidation,

SECTION 10.8 Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was, or has agreed to become, a director, officer, employee or agent of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust or other enterprise, including any employee benefit plan, against all expenses (including attorney's fees) judgments, fines or amounts paid in settlement incurred by such person in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such expenses under Chapter 78 of the NRS.

SECTION 10.9 Savings Clause. If this Article 10 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Indemnitee as to any expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article 10 that shall not have been invalidated and to the fullest extent permitted by applicable law.

SECTION 10.10 Contested Director Indemnification. Notwithstanding anything to the contrary contained in these Bylaws, a director who was elected in any Contested Election who is not a continuing director shall not be entitled to any indemnification or advancement of expenses unless and until a majority of the continuing directors vote that the indemnification provisions set forth in this Article 10 shall apply to such newly elected director.

ARTICLE 11

MISCELLANEOUS

SECTION 11.1. Books. The books of the Corporation may be kept within or without the State of Nevada (subject to any provisions contained in the NRS) at such place or places as may be designated from time to time by the Board of Directors.

SECTION 11.2. Fiscal Year. The fiscal year of the Corporation shall be such fiscal year as may be designated by the Board of Directors.

SECTION 11.3 Forum Selection. Unless the Corporation consents in writing to the selection of an alternative forum, a state or federal court located in the City and County of Los Angeles, California shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim for breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any actions asserting a claim arising pursuant to any provision of the NRS, the Articles of Incorporation or these Bylaws, in each case as amended, or (iv) any action asserting a claim governed by the internal affairs doctrine, in each such case subject to such court having personal jurisdiction over the indispensable parties named as defendants therein. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 11.3.

ARTICLE 12

AMENDMENTS

SECTION 12.1 Amendment by Stockholders. The stockholders of the Corporation may alter, amend, repeal or the remove these Bylaws or any portion thereof only by the affirmative vote of the Requisite Percent at a meeting of the stockholders, duly called; provided, however, that no such change to any Bylaw shall alter, modify, waive, abrogate or diminish the Corporation's obligation to provide the indemnity called for by Article 10 of these Bylaws, the Articles of Incorporation or applicable law.

SECTION 12.2 Amendment by the Board of Directors. Notwithstanding Section 12.1, the Board of Directors may, by majority vote of those present at any meeting at which a quorum is present, alter, amend or repeal these Bylaws or any portion thereof, or enact such other Bylaws as in their judgment may be advisable for the regulation of the conduct of the affairs of the Corporation.

Exhibit 4.1

CERTIFICATE OF DESIGNATION

OF

SERIES A CONVERTIBLE PREFERRED STOCK

OF

BLOCKCHAIN INDUSTRIES, INC.

(Pursuant to NRS 78.1955)

BLOCKCHAIN INDUSTRIES, INC., a corporation organized and existing under the Nevada Revised Statutes (hereinafter called the *"Corporation"),* hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation as required by NRS 78.1955 at a meeting duly called and held on November 12, 2017.

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors of the Corporation (the *"Board')* in accordance with the provisions of the Articles of Incorporation of the Corporation, as currently in effect, the Board hereby fixes the relative rights, preferences, and limitations thereof as follows:

Series A Convertible Preferred Stock: 500,000 shares

Section 1. *Designation and Amount.* The Corporation has authorized 5,000,000 shares of preferred stock, par value $0.001, and of those shares, 500,000 shares are hereby designated as "Series A Convertible Preferred Stock" (the *"Series A Preferred Stock").* Such number of shares may be increased by resolution of the Board of Directors.

Section 2. *Voting Rights*. Except as otherwise required by law, the holders of shares of Series A Preferred Stock shall have no voting rights unless and until such shares are converted into shares of common stock, par value $.001 per share, of the Corporation (the "Common Stock").

Section 3. *Conversion*.

(a) Subject to the limitations in Section 8 below, each share of Series A Preferred Stock shall be convertible into a number of shares of Common Stock equal to the Conversation Ratio (as defined below).

(b) The "Conversion Ratio" shall initially equal one (1) share of Series A Preferred Stock for twenty (20) shares of Common Stock and shall be subject to adjustment, from time to time, pursuant to Section 4 below.

(c) In order to convert any shares of Series A Preferred Stock, in whole or in part, into full shares of Common Stock, the applicable Holder shall give written notice in the form of Exhibit 1 (the "Conversion Notice") by facsimile (with the original of such notice forwarded via overnight courier) to the Corporation at its principal offices to the effect that such Holder elects to have converted the number of shares of Series A Preferred Stock specified therein (such notice and election shall be irrevocable by the Holder). The effective date of conversion (the "Holder Conversion Date") shall be deemed to be the date on which the Corporation receives by facsimile the Conversion Notice.

(d) Upon receipt by the Corporation of such Conversion Notice by facsimile and courier, and surrender of the Series A Preferred share certificate, the Corporation shall cause its transfer agent to issue and deliver within three business (3) days: (i) a certificate or certificates representing the number of shares of Common Stock being acquired upon the conversion of shares of Series A Preferred Stock; and (ii) one or more certificates representing the number of shares of Series A Preferred Stock not converted. The person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on the Holder Conversion Date.

(e) Each certificate representing shares of Series A Preferred Stock surrendered to the Corporation for conversion pursuant to this Section 3 shall, on the Holder Conversion Date and subject to issuance of the shares of Common Stock issuable upon conversion thereof, be canceled and retired by the Corporation. Upon issuance of the shares of Common Stock issuable upon conversion of the Series A Preferred Stock pursuant to this Section 3, the shares of Series A Preferred Stock formerly represented thereby shall be deemed to be canceled and shall be considered to be authorized but unissued and outstanding for any purpose, including without limitation, for purposes of accumulating dividends thereon.

(f) In the event of a liquidation of the Corporation, the conversion rights shall terminate at the close of business on the first full day preceding the date fixed for the payment of any amounts distributable on liquidation to the holders of Series A Preferred Stock.

(g) Notwithstanding the foregoing, in no event may the Holder convert any shares of Series A Preferred Stock into Common Stock if, as a result of such conversion, the Holder will own of record and/or beneficially in excess of 4.99% of the outstanding shares of Common Stock on the Holder Conversion Date (the "Conversion Limitation"). Nevertheless, in the event of the Corporation enters into an agreement or understanding that will result in a change in control of the Corporation ("Change in Control Transaction"), the Corporation will give the Holder thirty (30) days advance written notice of the Change in Control Transaction and, not less than ten (10) days prior to the closing of the Change in Control Transaction, it is expressly understood and agreed by the Corporation and the Holder that the Conversion Limitation contained in this Section 3(g) shall be waived in its entirety and that the Holder may convert all but not less than all of the Holder's Series A Preferred Stock into shares of Common Stock at any time prior to the Closing of the Change in Control Transaction.

Section 4. *Adjustments; Reorganizations.*

(a) Adjustment for Splits and Combinations. (i) In the event the Corporation at any time or from time to time hereafter makes, or fixes a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock without payment of any consideration, or to effect a dividend of Common Stock to the holders of Common Stock, then as of such record date (or the date of such split or subdivision, dividend or distribution if no record date is fixed), the Conversion Ratio shall be increased in proportion to such increase of the aggregate shares of Common Stock outstanding.

(ii) If the number of shares of Common Stock outstanding at any time after the Issuance Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination (or the date of such combination if no record date is fixed), the Conversion Ratio shall be appropriately decreased in proportion to such decrease in of the aggregate shares of Common Stock outstanding.

(b) Adjustment for Dividends and Distributions. In the event the Corporation at any time or from time to time after the Issuance Date makes, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities, cash or other assets of the Corporation (other than shares of Common Stock) or any of its subsidiaries, including in connection with a spin-off, then and in each such event, provision shall be made so that the Holders shall concurrently receive dividends or distributions equal in amount and in the same kind of property (whether cash, securities or other property) as such Holder would be entitled to receive if all of the outstanding Series A Preferred Stock were converted into Common Stock as of the record date of such dividend or distribution with respect to Common Stock. For purposes of this Section 4(b), the number of shares of Common Stock so receivable upon conversion by the Holder shall be deemed to be that number which the Holder would have received upon conversion of the Series A Preferred Stock if the Holder Conversion Date had been the day preceding the date upon which the Corporation announced the making of such dividend or other distribution.

(c) Adjustment for Reclassification, Exchange and Substitution. In the event that at any time or from time to time after the Issuance Date, the Common Stock issuable upon the conversion of the Series A Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend or reorganization provided for elsewhere in this Section 4), then and in each such event each Holder shall thereafter have the right upon conversion to receive, the kind and amount of shares of stock and other securities, cash and property receivable upon such recapitalization, reclassification or other change, by holders of the number of shares of Common Stock which the Holder of shares of Series A Preferred Stock would have received had it converted such shares immediately prior to such recapitalization, reclassification or other change, at the Conversion Ratio then in effect (the kind, amount and price of such stock and other securities to be subject to adjustments as herein provided). Prior to the consummation of any recapitalization, reclassification or other change contemplated hereby, the Corporation will make appropriate provision (in form and substance satisfactory to the Holders of a majority of the Series A Preferred Stock then outstanding) to ensure that each of the Holders of the Series A Preferred Stock will thereafter have the right to acquire and receive in lieu of or in addition to (as the case may be) the shares of Common Stock otherwise acquirable and receivable upon the conversion of such Holder's Series A Preferred Stock, such shares of stock, securities or assets that would have been issued or payable in such recapitalization, reclassification or other change with respect to or in exchange for the number of shares of Common Stock which would have been acquirable and receivable upon the conversion of such Holder's Series A Preferred Stock had such recapitalization, reclassification or other change not taken place (without taking into account any limitations or restrictions on the timing or amount of conversions). In the event of such recapitalization, reclassification or other change, the formulae set forth herein for conversion and redemption shall be equitably adjusted to reflect such change in number of shares or, if shares of a new class of stock are issued, to reflect the market price of the class or classes of stock issued in connection with the above described events.

(d) Reorganization. If at any time or from time to time after the Issuance Date there is a capital reorganization of the Common Stock (other than a recapitalization, subdivision, combination, reclassification or exchange of shares provided for elsewhere in this Section 4) then, as a part of such reorganization, provisions shall be made so that the Holders shall thereafter be entitled to receive, subject to a delay in delivery to Holders pursuant to Section 8 below, upon conversion of its shares of Series A Preferred Stock the number of shares of stock or other securities or property to which a holder of the number of shares of Common Stock deliverable upon conversion would have been entitled to receive had the holder of shares of Series A Preferred Stock converted such shares immediately prior to such capital reorganization, at the Conversion Ratio then in effect. In any such case, appropriate adjustments shall be made in the application of the provisions of this Section 4 with respect to the rights of the Holders after such capital reorganization to the extent that the provisions of this Section 4 shall be applicable after that event and be as equivalent as may be practicable, including, by way of illustration and not limitation, by equitably adjusting the formulae set forth herein for conversion and redemption to reflect the market price of the securities or property issued in connection with the above described events.

(e) Certain Events. If any event occurs of the type contemplated by the foregoing provisions of this Section 4 but not expressly provided for by such provisions, then the Corporation's Board of Directors will make an appropriate adjustment in the Conversion Ratio so as to protect the rights of the holders of the Series A Preferred Stock; provided, however, that no such adjustment will decrease the Conversion Ratio as otherwise determined pursuant to this Section 4.

Section 5. *Dividends.*

(a) Except as otherwise provided in Section 5(b) below, the shares of Series A Preferred Stock shall not be entitled to any dividends in respect thereof unless and until the Board, in its discretion, so elects.

(b) The Corporation shall not declare or make any dividend or distribution with respect to Common Stock, unless each holder of Series A Preferred Stock concurrently receives dividends or distributions equal in amount and in the same kind of property (whether cash, securities or other property) as such holder would be entitled to receive if all of the outstanding Series A Preferred Stock were converted into Common Stock as of the record date of such dividend or distribution with respect to Common Stock.

Section 6. *Rank; Liquidation.* The Series A Preferred Stock shall rank, with respect to the payment of dividends and the distribution of assets, equal to the holders of Common Stock. The Holders of Series A Preferred Stock, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, shall be entitled to receive in cash out of the assets of the Corporation, whether from capital or from earnings available for distribution to its stockholders *pari passu* with any amount paid to the holders of any Common Stock on a pro rata share of the assets of the Corporation legally available for distribution determined on an as-converted to Common Stock basis based on the Conversion Ratio at the time in effect for the Series A Preferred Stock and number of other shares of Common Stock then outstanding.

Section 7. *Fractional Shares.* No fractional shares of Common Stock or scrip representing fractional shares of Common Stock shall be issuable hereunder and the Corporation shall pay cash in an amount equal to the value of the fractional share of Common Stock to which any holder would otherwise be entitled.

Section 8. *Reservation of Stock.* The Corporation shall reserve and keep available unissued shares of Common Stock as shall be necessary for the purpose of effecting the conversion of shares of issued and outstanding Series A Preferred Stock and for the payment of any dividends in shares of registered Common Stock, which shares shall be free of preemptive rights, for the purpose of enabling the Corporation to satisfy any obligation to issue shares of its Common Stock, or other securities, upon conversion of all shares of Series A Preferred Stock pursuant hereto. Calculation of reservation shall occur on a periodic basis and any periodic inadequate reserve of authorized Common Stock shall not limit or affect the “as converted” voting rights of the Series A Preferred Shares.

Section 9. *Taxes.* The Corporation shall pay any and all documentary, stamp or similar taxes attributable to the issuance and delivery of Common Stock or other securities upon conversion of the Series A Preferred Stock. However, the Corporation shall not be required to pay any tax which may be payable in respect to any transfer involved in the issue and delivery of shares of Common Stock upon conversion in a name other than that in which the shares of the Series A Preferred Stock so converted were registered, and no such issue or delivery shall be made unless and until the person requesting such issue or delivery has paid to the Corporation the amount of any such tax, or has established, to the satisfaction of the Corporation, that such tax has been paid. The Corporation shall not be required to pay any income tax upon the issuance of Common Stock in lieu of cash payment of dividends or redemption payments.

Section 10. *No Impairment.* Unless specifically approved by the Board of Directors of the Corporation, the Corporation shall not intentionally take any action which would impair the rights and privileges of the Series A Preferred Stock set forth herein or the rights of the Holders thereof. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions herein and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock against impairment.

Section 11. *Replacement Certificate.* In the event that any Holder notifies the Corporation that a stock certificate evidencing shares of Series A Preferred Stock has been lost, stolen, destroyed or mutilated, the Corporation shall issue a replacement stock certificate evidencing the Series A Preferred Stock identical in tenor and date (or if such certificate is being issued for shares not covered in a redemption or conversion, in the applicable tenor and date) to the original stock certificate evidencing the Series A Preferred Stock, provided that the Holder executes and delivers to the Corporation an affidavit of lost stock certificate and an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such Series A Preferred Stock certificate; provided, however, the Corporation shall not be obligated to re-issue replacement stock certificates if the Holder contemporaneously requests the Corporation to convert or redeem the full number of shares evidenced by such lost, stolen, destroyed or mutilated certificate.

Section 12. *Amendment.* Unless specifically approved by the Board of Directors of the Corporation, the Articles of Incorporation of the Corporation shall not be amended, including any amendment through consolidation, merger, combination or other transaction, in any manner which would materially alter or change the powers, preferences or special rights of the Series A Preferred Stock so as to affect them adversely without the affirmative vote of the holders of at least a majority of the outstanding shares of Series A Preferred Stock, voting together as a single class.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation to be duly executed by an officer thereunto duly authorized this 15th day of November 2017.

BLOCKCHAIN INDUSTRIES, INC.

By: /s/ Olivia Funk
Name: Olivia Funk
Title: Chief Executive Officer and Chairman

EXHIBIT 1

CONVERSION NOTICE

Reference is made to the Certificate of Designation of the Series A Preferred Stock (the "Certificate of Designation") of BLOCKCHIAN INDUSTRIES, INC., a Nevada corporation (the "Corporation"). In accordance with and pursuant to the Certificate of Designation, the undersigned hereby elects to have the Corporation convert the number of shares of Series A Convertible Preferred Stock, par value $0.001 per share (the "Series A Preferred Stock"), of the Corporation, indicated below into shares of Common Stock, par value $0.001 per share (the "Common Stock"), of the Corporation, by tendering the stock certificate(s) representing the share(s) of Series A Preferred Stock specified below as of the date specified below.

Date of Conversion:

Number of Series A
Preferred Stock to be converted:

Stock certificate no(s). of Series A Preferred Stock to be converted: _____

Please confirm the following information: _____

Conversion Ratio: _____

Shares of Common Stock: _____

Please issue the Common Stock into which the Series A Preferred Stock are being converted and, if applicable, any check drawn on an account of the Corporation in the following name and to the following address:

Issue to: _____

Facsimile Number: _____

Authorization: _____
By: _____
Title: _____

Exhibit 10.1

EQUITY TOKEN PURCHASE AGREEMENT

This Equity Token Purchase Agreement (this " **Agreement**") is dated December 19, 2017, by and between Chimes Broadcasting, Inc., a Delaware corporation ("**Chimes**") and Blockchain Industries, Inc., a Nevada Corporation (" **Purchaser**").

RECITALS

WHEREAS, Chimes is a Delaware corporation engaged in the business of creating a blockchain based music database and service (" **Chimes Network**" or the "**Project**");

WHEREAS, Chimes plans to create and distribute and ERC-20 compatible utility token for use on the Chimes Network as well as equity tokens (the "**Equity Tokens**") which shall have the rights and preferences of the Chimes Series T Equity Tokens; and

WHEREAS, Chimes desires to sell, and Purchaser desires to purchase a certain number of the Equity Tokens on the terms and subject to the conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing, the covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. *Issuance of the Equity Tokens*. Subject to the terms and conditions of this Agreement, Chimes hereby issues to Purchaser and Purchaser hereby receives from Chimes, 250,000 Equity Tokens (the "**Purchased Tokens**") in exchange for an aggregate purchase price of $200,000 ($.80 per token) (collectively, the "**Purchase Price**"). Chimes acknowledges that the Purchase Price constitutes full and adequate consideration for the Equity Tokens.

2. *Restrictions on Transfer.* The Equity Tokens are "restricted securities" and may not be transferred except in accordance with applicable laws and the Certificate of Incorporation, as amended.

3. *Seller's Representations and Warranties.* (i) Chimes is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, (ii) Chimes has the absolute and unrestricted right, power and authority to execute, deliver and perform its obligations under this Agreement and any other document, agreement or instrument entered into in connection with this Agreement, (iii) the execution, delivery and performance of this Agreement by Chimes and consummation of the transactions contemplated hereby by Chimes have been duly authorized by all necessary action on the part of Chimes and no other act on the part of or on behalf of Chimes or the shareholders of Chimes is necessary to approve the execution and delivery of this Agreement and performance by Chimes of its obligations hereunder, (iv) the board of directors of Chimes has, by unanimous written consent, adopted resolutions approving this Agreement transactions contemplated hereby and thereby and such resolutions have not been subsequently withdrawn or modified in any respect, (v) the stockholders of Chimes have, by written consent, adopted resolutions approving this Agreement and any and all of the transactions contemplated hereby and thereby and such resolutions have not been subsequently withdrawn or modified in any respect. and (vi) this Agreement has been duly executed and delivered by Chimes and, subject to the execution hereof by Purchaser, constitutes a valid and binding obligation of Chimes, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to creditors' rights generally, or general principles of equity.

4. *Purchaser Representations and Warranties*. In connection with Purchaser's receipt of the Equity Tokens, Purchaser hereby makes the investment representations listed on **Exhibit A** to Chimes as of the date of this Agreement. In addition, Purchase acknowledges and agrees that the Equity Tokens are not currently ERC-20 compatible and may never be developed as a distributed ledger token.

5. *Right of First Refusal.* The Purchaser hereby agrees that the Equity Tokens are subject to a right of first refusal in favor of Chimes as set forth on **Exhibit B**.

6. Risk Factors.

(a) Ethereum Blockchain. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Purchaser acknowledges and understands that Ethereum block producers may not include Purchaser's transaction when Purchaser wants or Purchaser's transaction may not be included at all.

(b) Third Party Attacks. Transactions within the Project may be delayed or lost due to operational error or malicious attacks by third parties. Purchaser acknowledges and understands that the last-closed ledger may not include Purchaser's transaction when Purchaser wants or expects and that Purchaser's transaction may be excluded or discarded entirely.

(c) Ability to Transact or Resell. Purchaser may be unable to sell or otherwise transact in Equity Tokens at any time, or for the price Purchaser paid. By purchasing Equity Tokens, Purchaser acknowledges, understands and agrees that: (a) there is no guarantee or representation of liquidity for the Equity Tokens; and (b) Company is not and shall not be responsible for or liable for the market value of Equity Tokens, the transferability and/or liquidity of Equity Tokens and/or the availability of any market for Equity Tokens through third parties or otherwise.

(d) Token Security. Equity Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the Equity Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open source software and Equity Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the Equity Tokens or result in the loss of Purchaser's Equity Tokens, the loss of Purchaser's ability to access or control Purchaser's Equity Tokens or the loss of ETH in Purchaser's account. In the event of such a software bug or weakness, there may be no remedy and holders of Equity Tokens are not guaranteed any remedy, refund or compensation.

(e) Access to Private Keys. Equity Tokens purchased by Purchaser may be held by Purchaser in Purchaser's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Purchaser's digital wallet or vault storing Equity Tokens will result in loss of such Equity Tokens, access to Purchaser's Equity Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Purchaser uses, may be able to misappropriate Purchaser's Equity Tokens. Company is not responsible for any such losses.

(f) New Technology. The Project and all of the matters set forth in the White Paper are new and untested. The Project might not be capable of completion, implementation or adoption. It is possible that no blockchain utilizing the Project will ever be launched and there may never be an operational platform. Even if the Project is completed, implemented and adopted, it might not function as intended, and any tokens associated with a blockchain adopting the Project may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the Equity Tokens and the Project may become outdated.

(g) Tax Consequences. The purchase and receipt of Equity Tokens may have tax consequences for Purchaser. Purchaser is solely responsible for Purchaser's compliance with Purchaser's tax obligations. Purchaser explicitly bears the sole responsibility to determine whether the purchase and/or the ownership and/or use of the Token, the potential appreciation or depreciation in the value of the Token over time, the sale and purchase of the Token and/or any other action or transaction related to the Project have tax implications for Purchaser.

(h) Reliance on Third-Parties. Even if completed, the Project will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it.
There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of might have a material adverse effect on the Project.

(i) Failure to Map a Public Key to Purchaser's Account. Failure of Purchaser to map a public key to Purchaser's account may result in third parties being unable to recognize Purchaser's Equity Token balance on the Ethereum blockchain.

(j) Exchange & Counterparty Risks. If Purchaser sends ETH from an exchange or an account that Purchaser does not control, Equity Tokens will be allocated to the account that has sent ETH; therefore, Purchaser may never receive or be able to recover Purchaser's Equity Tokens. Furthermore, if Purchaser chooses to maintain or hold Equity Tokens through a cryptocurrency exchange or other third party, Purchaser's Equity Tokens may be stolen or lost. In addition, third parties may not recognize Purchaser's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the Project. By purchasing Equity Tokens, Purchaser acknowledges and agrees that Purchaser sends ETH through an exchange account and/or holds Equity Tokens on a cryptocurrency exchange or with another third party at Purchaser's own and sole risk.

(k) Changes to the Project. The Project is still under development as the Company is seeking to move the Project to the block chain and Smart Contract System. The Project may undergo significant changes over time. Although Company intends for the Project to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, any of which may mean that the Chimes Network does not meet Purchaser's expectations.

(l) Project Completion. The development of the Project may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

(m) Lack of Interest. Even if the Project is finished, launched and adopted, the ongoing success of the Project relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the Project.

(n) Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications.

7. General Provisions.

(a) *Choice of Law*. This Agreement shall be governed by the internal substantive laws, but not the conflict of law rules, of Delaware.

(b) *Integration*. This Agreement, including all exhibits hereto, represents the entire agreement between the parties with respect to the receipt of the Equity Tokens by Purchaser and supersedes and replaces any and all prior written or oral agreements regarding the subject matter of this Agreement including, but not limited to, any representations made during any interviews, relocation discussions or negotiations whether written or oral.

(c) *Notices*. Any notice or other communication required or permitted to be given by either party hereto pursuant to the terms of this Agreement shall be in writing and shall be deemed effectively given the earlier of (i) receipt, (ii) personal delivered, (iii) transmission by facsimile or email (with evidence of transmission by the transmitting device), (iv) one business day after being deposited with an overnight courier service or (v) four days after being deposited in the U.S. mail, first class with postage prepaid and return receipt requested, and addressed to the parties at their respective principal business or residential (as applicable) address or number or such other address or number as the party receiving such communication shall give the other party in writing.

(d) *Successors*. Any successor to Chimes (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of Chimes's business or assets shall assume the rights and obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as Chimes would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to Chimes's business or assets which executes and delivers the assumption agreement described in this section or which becomes bound by the terms of this Agreement by operation of law. Subject to the restrictions on transfer set forth in this Agreement, this Agreement shall be binding upon Purchaser and his or her heirs, executors, administrators, successors and assigns.

(e) *Assignment; Transfers.* Except as set forth in this Agreement, this Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by Purchaser without the prior written consent of Chimes. Any attempt by Purchaser without such consent to assign, transfer, delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Except as set forth in this Agreement, any transfers in violation of any restriction upon transfer contained in any section of this Agreement shall be void, unless such restriction is waived in accordance with the terms of this Agreement.

(f) *Waiver*. Either party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, nor prevent that party from thereafter enforcing any other provision of this Agreement. The rights granted both parties hereunder are cumulative and shall not constitute a waiver of either party's right to assert any other legal remedy available to it. No waiver of any provision hereof shall be effective except in writing and signed by the party against which such waiver is to be enforced, and no waiver shall constitute a future waiver except as expressly provided in such waiver.

(g) *Further Assurances*. Purchaser shall execute any documents or instruments necessary or reasonably desirable in the view of Chimes to carry out the purposes or intent of this Agreement.

(h) *Survival*. Notwithstanding anything to the contrary herein, Sections 2 through 5 of this Agreement shall survive consummation of the transactions contemplated hereby.

(i) *Severability*. Should any provision of this Agreement be found to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable to the greatest extent permitted by law.

(j) *Rights as Holder of Equity Tokens*. Subject to the terms and conditions of this Agreement, Purchaser shall be subject to the provisions of the Certificate of Incorporation of Chimes (as amended, the "Certificate") as they apply to holders of Equity Tokens thereunder, at such time as Purchaser delivers to Chimes a fully executed copy of this Agreement and full payment for the Equity Tokens.

(k) *Splits, Dividends and Recapitalizations.* All references to the number and Purchase Price of the Equity Tokens in this Agreement shall be adjusted to reflect any Share split, Share dividend or other change in the Equity Tokens which may be made after the date of this Agreement. If, from time to time there is (i) any interest dividend, interest split or other change in the Equity Tokens, (ii) any dividend of cash or other property on the Equity Tokens, (iii) any merger or sale of all or substantially all of the assets or other acquisition of Chimes or (iv) any conversion of the Equity Tokens into another class or series of securities, any and all new, substituted or additional securities or cash or other consideration to which Purchaser is entitled by reason of Purchaser's ownership of the Equity Tokens shall immediately be included thereafter as "Equity Tokens" for purposes of this Agreement.

(l) *Arbitration.* Any and all controversies, claims or disputes with anyone (including Chimes and any employee, officer, director, stockholder or benefit plan of Chimes, in its capacity as such or otherwise) arising out of, relating to or resulting from this Agreement, including any breach of this Agreement, shall be subject to binding arbitration to be held in the State of Utah and administered by the American Arbitration Association ("**AAA**") in accordance with the AAA's rules then in effect for the resolution of commercial disputes (the "**Rules**") and California law. Disputes which Purchaser agrees to arbitrate, and thereby AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY, include any statutory claims under state or federal law, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act. This agreement to arbitrate applies to any disputes Chimes may have with Purchaser.

(m) *Reliance on Counsel and Advisors.* Purchaser acknowledges that he or she has had the opportunity to review this Agreement, including all attachments hereto, and the transactions contemplated by this Agreement with his or her own legal counsel, tax advisors and other advisors. Purchaser is relying solely on his or her own counsel and advisors and not on any statements or representations of Chimes or its agents for legal, tax or other advice with respect to this investment or the transactions contemplated by this Agreement. Purchaser is executing this Agreement voluntarily and without any duress or undue influence by Chimes or anyone else.

(n) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile copies of signed signature pages shall be binding originals.

(Signature Page Follows)

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

COMPANY:

CHIMES BROADCASTING, INC.

By: /s/ Joseph Mohen

Name: Joseph Mohen

Title: Chief Executive Officer

PURCHASER:

BLOCKCHAIN INDUSTRIES, INC.

By: /s/ Patrick Moynihan

Name: Patrick Moynihan

Title: CEO, Blockchain Industries Inc

Date: 19 December 2017

[Signature Page to Purchase Agreement]

Exhibit A

INVESTMENT REPRESENTATION STATEMENT

1. Purchasing for Own Investment. Purchaser is purchasing the Equity Tokens solely for investment purposes, and not for further distribution. Purchaser's entire legal and beneficial ownership interest in the Equity Tokens is being purchased and shall be held solely for Purchaser's account, except to the extent Purchaser intends to hold the Equity Tokens jointly with Purchaser's spouse. Purchaser is not a party to, and does not presently intend to enter into, any contract or other arrangement with any other person or entity involving the resale, transfer, grant of participation with respect to or other distribution of any of the Equity Tokens. Purchaser's investment intent is not limited to its present intention to hold the Equity Tokens for the minimum capital gains period specified under any applicable tax law, for a deferred sale, for a specified increase or decrease in the market price of the Equity Tokens, or for any other fixed period in the future.

2. Qualified Purchaser. The Purchaser represents that it is a "Qualified Purchaser", meaning Purchaser is either (i) an " ***Accredited Investor***" within the meaning of Rule 501 under the Securities Act of 1933 (the " ***Securities Act***") in accordance with Exhibit C, (ii) a Non-US Person within the meaning of Regulation S, or (iii) a non-accredited investor and the Purchaser's investment in the Equity Tokens is within the limitations set forth in Section 4(a)(6) of Regulation CF.

3. Ability to Protect Own Interests. Purchaser can properly evaluate the merits and risks of an investment in the Equity Tokens and can protect its own interests in this regard, whether by reason of Purchaser's own business and financial expertise, the business and financial expertise of certain professional advisors unaffiliated with Chimes with whom Purchaser has consulted, or Purchaser's preexisting business or personal relationship with Chimes or any of its officers, directors or controlling persons.

4. Informed About Chimes. Purchaser is sufficiently aware of Chimes' business affairs and financial condition to reach an informed and knowledgeable decision to acquire the Equity Tokens. Purchaser has had opportunity to discuss the plans, operations and financial condition of Chimes with its officers, directors or controlling persons, and have received all information it deems appropriate for assessing the risk of an investment in the Equity Tokens.

5. Economic Risk. Purchaser realizes that the receipt of the Equity Tokens involves a high degree of risk, and that Chimes's future prospects are uncertain. Purchaser is able to hold the Equity Tokens indefinitely if required, and is able to bear the loss of its entire investment in the Equity Tokens.

6. Restricted Securities. Purchaser understands that the Equity Tokens are "restricted securities" in that the sale of the Equity Tokens has not been registered under the Securities Act in reliance upon an exemption for non-public offerings. In this regard, Purchaser also understands and agrees that: (a) Purchaser must hold the Equity Tokens for a period of not less than twelve (12) months, unless any subsequent proposed resale is registered under the under the Securities Act of 1933, as amended (the "**Securities Act**"), or unless an exemption from registration is otherwise available (such as Rule 4(a)(6) or 144) and Chimes permits such resale and (b) Chimes is under no obligation to register any subsequent proposed resale of the Equity Tokens.

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Exhibit B

RIGHT OF FIRST REFUSAL

Before any Equity Tokens acquired by the Purchaser pursuant to this Agreement (or any beneficial interest in such Equity Tokens) may be sold, transferred, encumbered or otherwise disposed of in any way (whether by operation of law or otherwise) by the Purchaser or any subsequent transferee (each a "**Holder**"), such Holder must first offer such Equity Tokens or beneficial interest to Chimes or its assignee as follows:

1. Notice of Proposed Transfer. The Holder shall deliver to Chimes a written notice stating: (i) the Holder's bona fide intention to sell or otherwise transfer the Equity Tokens; (ii) the name of each proposed transferee; (iii) the number of Equity Tokens to be transferred to each proposed transferee; (iv) the bona fide cash price or other consideration for which the Holder proposes to transfer the Equity Tokens; and (v) that by delivering the notice, the Holder offers all such Equity Tokens to Chimes or its assignee pursuant to this Section and on the same terms described in the notice.

2. Exercise of Right of First Refusal. At any time within 30 days after receipt of the Holder's notice, Chimes or its assignee may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Equity Tokens proposed to be transferred to any one or more of the proposed transferees.

3. Purchase Price. The purchase price for the Equity Tokens purchased by Chimes or its assignee under this Section shall be the price listed in the Holder's notice. If the price listed in the Holder's notice includes consideration other than cash, the cash equivalent value of the noncash consideration shall be determined by the Board of Directors of Chimes in its sole discretion.

4. Payment. Payment of the purchase price shall be made, at the option of Chimes or its assignee, in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of the Holder to Chimes or its assignee, or by any combination thereof within 30 days after receipt by Chimes of the Holder's notice (or at such later date as is called for by such notice).

5. Holder's Right to Transfer. If all of the Equity Tokens proposed in the notice to be transferred to a given proposed transferee are not purchased by Chimes or its assignee as provided in this Section, then the Holder may sell or otherwise transfer such Equity Tokens to that proposed transferee, provided that: (i) the transfer is made only on the terms provided for in the notice, with the exception of the purchase price, which may be either the price listed in the notice or any higher price; (ii) such transfer is consummated within 60 days after the date the notice is delivered to Chimes; (iii) the transfer is effected in accordance with any applicable securities laws, and if requested by Chimes, the Holder shall have delivered an opinion of counsel acceptable to Chimes to that effect; and (iv) the proposed transferee agrees in writing that the provisions of this Section shall continue to apply to the transferred Equity Tokens in the hands of such proposed transferee. If any Equity Tokens described in a notice are not transferred to the proposed transferee within the period provided above, then before any such Equity Tokens may be transferred, a new notice shall be given to Chimes, and Chimes or its assignees shall again be offered the right of first refusal described in this Section.

6. Exception for Certain Family Transfers. Notwithstanding anything to the contrary contained elsewhere in this Section, the transfer of any or all of the Equity Tokens during the Holder's lifetime or on the Holder's death by will or intestacy to the Holder's spouse, child, father, mother, brother, sister, father- in-law, mother-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, cousin, aunt, uncle, niece, nephew, stepchild, or to a trust or other similar estate planning vehicle for the benefit of the Holder or any such person, shall be exempt from the provisions of this Section; provided that, in each such case, the transferee shall agree in writing to receive and hold the Equity Tokens so transferred subject to all of the provisions of this Agreement, including but not limited to this Section, and there shall be no further transfer of such Equity Tokens except in accordance with the terms of this Section.

7. Change of Control. For purposes of this **Exhibit B**, a "**Change of Control**" means either: (i) the acquisition of Chimes by another person or entity by means of any transaction or series of related transactions (including without limitation, any reorganization, merger or consolidation or stock transfer, but excluding any such transaction effected primarily for the purpose of changing the domicile of Chimes or issuance by Chimes of its securities primarily for capital raising purposes), unless Chimes's stockholders of record immediately prior to such transaction or series of related transactions hold, immediately after such transaction or series of related transactions, at least 50% of the voting power of the surviving or acquiring entity; or (ii) a sale of all or substantially all of the assets of Chimes.

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Exhibit C

INVESTOR STATUS

The Purchaser hereby represents and warrants, pursuant to Section 2 of Exhibit A, that he, she or it is correctly and in all respects described by the category or categories set forth below directly under which the Investor or its authorized representative has signed his, her or its name (or initialed or otherwise indicated that each such category describes the Purchaser).

INVESTOR REPRESENTATIONS

Purchaser has represented and warranted on the website/platform that (i) it is either an ***"Accredited Investor"*** (within the meaning of Rule 501 under the Securities Act) because it meets one of the following items below, (ii) is a Non US Person under Regulation S, or (iii) is not an Accredited Investor:[1]

☐ **(i)** If an individual, Purchaser has a net worth, either individually or upon a joint basis with Purchaser's spouse, of at least $1,000,000, *or* has had an individual income in excess of $200,000 for each of the two most recent years, or a joint income with Purchaser's spouse in excess of $300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year.

☐ **(ii)** Purchaser is an *irrevocable* trust with total assets in excess of $5,000,000 whose purchase is directed by a person with such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment.

☐ **(iii)** Purchaser is a bank, insurance company, investment company registered under Chimes Act, a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934 (the "***Exchange Act***"), a business development company, a Small Business Investment

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1 The meaning of "net worth" (for purposes of determining whether Purchaser is an "accredited investor") means the excess of total assets at fair market value over total liabilities. For purposes of this calculation,

(a) the amount of Purchaser's total assets shall exclude the fair market value of Purchaser's primary residence, and

(b) the amount of Purchaser's total liabilities shall include the amount of such Purchaser's mortgage and other indebtedness that is secured by Purchaser's primary residence which

(i) exceeds the fair market value of Purchaser's primary residence at the time of Purchaser's admission to Chimes, or

(ii) has been incurred by Purchaser within the 60 day period prior to Purchaser's admission to Chimes and remains outstanding on the date of Purchaser's admission to Chimes (unless such indebtedness was incurred as a result of the acquisition of Purchaser's primary residence).

If, at the time of Purchaser's admission to Chimes, Purchaser has mortgage and other indebtedness that is described in both of clauses (i) and (ii) above, then both amounts of indebtedness shall be included in the calculation of Purchaser's total liabilities.

Company licensed by the United States Small Business Administration, a plan with total assets in excess of $5,000,000 established and maintained by a state for the benefit of its employees, or a private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended.

☐ **(iv)** Purchaser is an employee benefit plan and *either* all investment decisions are made by a bank, savings and loan association, insurance company, or registered investment advisor, *or* Purchaser has total assets in excess of $5,000,000 *or*, if such plan is a self-directed plan, investment decisions are made solely by persons who are accredited investors.

☐ **(v)** Purchaser is a corporation, partnership, limited liability company or business trust, not formed for the purpose of acquiring the Interests, or an organization described in Section 501(c)(3) of the Code, in each case with total assets in excess of $5,000,000.

☐ **(vi)** Purchaser is an entity in which **all** of the equity owners, or a *grantor or revocable trust* in which **all** of the grantors and trustees, qualify under clause (i), (ii), (iii), (iv) or (v) above or this clause (vi).

☐ **(vii) Purchaser cannot make any of the representations set forth in clauses (i) through (vi) above and is therefore not an Accredited Investor.**

☐ **(viii)** Purchaser is a Non-US person under Regulation S.

Exhibit D

Purchaser shall wire funds to:

Bank:

Account Name:

Routing (ABA):

Account Number:

Exhibit 10.2

ADVISORY AGREEMENT

This Advisory Agreement (this "Agreement") is dated as of January 11 2018, by and among Kinerja Pay Corp., a Delaware Corporation (" KPAY" or the "Company"), Blockchain Industries, Inc., a Nevada Corporation ("BII") and Fintech Financial Consultants, Inc., a Nevada corporation (" FFCI"). KPAY, BII and FFCI are referred to collectively as the "Parties." BII and FFCI are referred to collectively as the " Advisors."

WHEREAS, KPAY is planning to offer up to Six Million U.S. Dollars ($6,000,000) of new digital tokens created, allotted and issued pursuant to a future initial coin offering ("ICO").

WHEREAS, the Parties anticipate that the ICO will be conducted on a cryptocurrency exchange (" Exchange") to be established in Southeast Asia and owned by the parties through a newly-formed entity (the "Exchange Entity").

WHEREAS, in compliance with U.S. securities laws, no citizen, resident or domiciliary of the U.S., Puerto Rico, the U.S. Virgin Islands or any other possessions of the U.S. shall be allowed to purchase any tokens pursuant to the ICO on the Exchange.

WHEREAS, in addition to the ICO, the Parties intend to develop the Exchange capability so as to facilitate a variety of trading platforms for the execution of transactions on a distributed ledger (the "Cryptotrading Platform").

WHEREAS, BII and FFCI each possess expertise, experience and knowledge regarding complex financial and technical infrastructures, digital currency platforms and networks and blockchain technology to advise and consult with KPAY regarding the ICO, the Exchange and the Cryptotrading Platform.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties hereby agree as follows.

1. Services

BII and FFCI shall provide to the Company the following Advisory Services (" Services"):

- Consulting related to the launch of the ICO and the establishment of a market on the Exchange for which to trade and transfer digital tokens;
- Introductions to third parties with marketing and advisory experience potentially relevant to the ICO; and
- Creation of the Exchange and a full compliment of related pre-sale support, functionality and acquisitions concerning digital tokens.

2. Consideration

Within ten (10) business days of the execution of this Agreement, KPAY shall (i) issue to BII One Million (1,000,000) shares of the common stock of KPAY and (ii) KPAY shall pay to BII Two Hundred Fifty Thousand U.S. Dollars ($250,000.00 USD) via wire transfer. BII and FFCI having made other arrangements between themselves, and FFCI acknowledges and agrees that it shall not receive any payment of cash or stock under this Agreement.

3. Cyrpto Exchange

As part of the Services, BII and FFCI will formulate, develop, structure, establish, administer and operate the Exchange. Such Services may include, but shall not be limited to consulting and advisory services regarding trading, price discovery and settlement/clearing, as well as, due diligence, escrow, underwriting and providing communication platforms to enable the adoption of new products and technologies and to attract investors.

The equity interests of the Exchange Entity shall be beneficially owned one-half (50%) by KPAY and one-half (50%) by BII. BII and FFCI having made other arrangements between themselves, and FFCI acknowledges and agrees that FFCI shall have no equity interest in the Exchange Entity.

The Exchange Entity shall initially be funded pursuant to a contribution by KPAY of Two Hundred Fifty Thousand U.S. Dollars ($250,000 USD) from the proceeds generated by the ICO (the "Startup Contribution"). KPAY and BII shall contribute such additional capital to the Exchange Entity as mutually agreed upon to be necessary and appropriate for the operation of the Exchange and in proportion to their respective ownership interests in the Exchange Entity. If BII and/or FFCI advance funds to the Exchange Entity prior to KPAY's funding of the Startup Contribution, BII and/or FFCI, as the case may be, shall be entitled to prompt reimbursement for the entire amount of such funds so advanced.

4. Term of Service

The term of this Agreement is one year. Notwithstanding anything herein to the contrary, either party may terminate this Agreement at any time for any reason by providing the other party with fifteen (15) days prior written notice. KPAY acknowledges and agrees that the Consideration provided to BII in Section 2 of this Agreement shall be non-refundable and shall not be repaid to KPAY upon a Termination of this Agreement regardless of reason.

5. Representations and Warranties of the Company

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this Agreement is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current certificate of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) The performance and consummation of the transactions contemplated by this Instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this Agreement, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of shares of common stock issuable pursuant to Section 2 of this Agreement.

6. Indemnification

The Company shall be solely responsible for its products, the content of its website, its IR/PR communications, and its advertising materials, and any claims it makes about its products or its business, and any losses related to the aforementioned, and shall, at its sole cost and expense, defend and indemnify the Advisors and hold the Advisors harmless from and against any claims, loss, suit, liability or judgment, including reasonable attorney's fees and costs, arising out of, or in connection with Company's products, website, IR/PR communications or advertising published/aired hereunder, including, without limitation, for any violations of securities laws or regulations, misrepresentations, false advertising, libel, slander, violation of right of privacy, plagiarism, infringement of copyright or other intellectual property interest, except in the case of the Advisors' unauthorized or negligent use of any information prepared by Company.

If the Advisors, or their affiliates, or any person or entity controlled by the Advisors or any of their affiliates, their respective current and former officers, directors, partners, attorneys, owners, employees and agents, and the heirs, successors and assigns of all of the foregoing persons or entities (collectively, the "Advisor Indemnitees") become involved in any capacity in any pending or threatened claim, suit, action, proceeding, investigation or inquiry (including, without limitation, any shareholder or derivative action or arbitration proceeding) (collectively, a "Proceeding") (i) in connection with or arising out of any untrue statements or alleged untrue statements of a material fact contained in any information supplied or provided by the Company; (ii) in connection with or arising out of any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading contained in any information supplied or provided by the Company; or (iii) otherwise in connection with any matter in any way relating to or referring to this Agreement or arising out of the matters contemplated by this Agreement, including, without limitation, related services and activities prior to the date of this Agreement, the Company agrees to indemnify, defend and hold the Advisor Indemnitees harmless to the fullest extent permitted by law from and against any losses, claims, damages, liabilities and expenses in connection with any Proceeding, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such losses, claims, damages, liabilities and expenses resulted solely from the willful misconduct of the Advisors. In addition, if any of the Advisor Indemnitees becomes involved in any capacity in any Proceeding in connection with any matter in any way relating to or referred to in this Agreement or arising out of the matters contemplated by this Agreement, the Company will reimburse the Advisors Indemnitees for their reasonable legal and other expenses (including the cost of any investigation or preparation in connection with any Proceeding) as such expenses are incurred by the Advisors Indemnitees in connection therewith. If such indemnification is not available or is insufficient to hold the Advisors Indemnitees harmless for any reason, the Company agrees that in no event will it contribute less than the amount necessary to assured that the Advisors Indemnitees are not liable for losses, claims, damages, liabilities and expenses in excess of the amount of fees actually received by the Advisors pursuant to this Agreement.

The Company further agrees that the Advisors, its affiliates, any person or entity controlled by the Advisors or any of its affiliates, their respective current and former officers, directors, partners, attorneys, owners, employees and agents, and the heirs, successors and assigns of all of the foregoing persons or entities shall not have any liability to the Company, any person asserting claims on behalf of or in the right of the Company, or any of the Company's directors, employees, owners, parents, affiliates, security holders or creditors for, any losses, claims, damages, liabilities and expenses in connection with any matter in any way related to or referred to in this Agreement or arising out of the matters contemplated by this Agreement, including without limitation, related services and activities prior to the date of this Agreement, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such losses, claims, damages, liabilities and expenses resulted solely from the willful misconduct of the Advisors.

The Company will not settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any Proceeding in respect of which indemnity may be sought hereunder, whether or not any of the Advisor Indemnitees is an actual or potential party to such Proceeding without the Advisors prior written consent, unless the Company has given the Advisors reasonable prior written notice thereof and such settlement, compromise, consent or termination (i) includes an unconditional release, in form and substance satisfactory to the Advisors, of the Advisor Indemnitees from all liability in any way related to or arising out of such Proceeding and (ii) does not impose any actual or potential liability upon the Advisor Indemnitees and does not contain any factual or legal admission by or with respect to the Advisors Indemnitee or any adverse statement with respect to the character, professionalism, due care, loyalty, expertise or reputation of the Advisors Indemnitee or any action or inaction by the Advisor Indemnitees. The foregoing indemnity agreement shall be in addition to any rights that any indemnified person may have at common law or otherwise.

If the Advisor Indemnitees are requested or required to appear as a witness in any action brought by or on behalf of or against the Company or any affiliate of the Company in which the Advisor is not named as a defendant, the Company agrees to reimburse the Advisor for all expenses incurred by such person in connection with such person appearing and preparing to appear as a witness, including, without limitation, the fees and disbursements of the Advisor's legal counsel.

7. Confidential Information

All information supplied by one party to another party in connection with this Agreement shall be given in confidence. Neither of the parties shall disclose any such information to any third party without prior written consent of the other party. Each party shall take such precautions, contractual or otherwise, as shall be reasonably necessary to prevent unauthorized disclosure of such information by their employees during the term of this Agreement and for a period of two (2) years thereafter.

8. Entire Agreement

This Agreement contains the entire agreement among the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico without reference to conflict of laws principles.

10. Waiver

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

11. No Guarantee of Performance

The parties hereto acknowledge and agree that the Advisors cannot guarantee the results or effectiveness of any of the Services to be performed by Advisors.

Rather, the Advisors shall conduct their operations and provide their services in a professional manner and in accordance with good industry practice and all federal, state and local laws. Consultant will use its best efforts and does not promise or guarantee results.

12. Further Assurances

At any time or from time to time after any issuance of securities, the parties agree to cooperate with each other, and at the request of the other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of such issuance.

13. Severability

The parties agree to replace any such invalid or unenforceable provision with a new provision that has the most nearly similar permissible economic and legal effect.

14. Arbitration

Any controversy or claim arising out of or relating to this Agreement that cannot be resolved by the Parties shall be settled by binding arbitration. There shall be a single arbitrator selected to resolve any such controversy. The arbitrator shall apply the substantive law of the State of California, or federal law, if California law is preempted. The arbitration shall be conducted in Santa Monica, California, unless otherwise mutually agreed. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

15. Attorney's Fees

In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs, including expert witness fees.

The parties represent and warrant that, on the date first written above, they are authorized to enter into this Agreement in its entirety and duly bind their respective principals by their signatures below.

This Agreement shall be effective as of the date first written above.

Blockchain Industries, Inc. (“BII”)

By: /s/ Patrick Moynihan
Patrick Moynihan

Title: Chief Executive Officer

Date signed: 1/11/2018

Kinerja Pay Corp (“KPAY”)

By: /s/ Edwin W. Ng
Edwin W. Ng

Title: Chairman & Chief Executive Officer

Date signed: 01/11/18

Fintech Financial Consultants, Inc. (“FFCI”)

By: /s/ Anthony Evans

Title: Chief Executive Officer

Date signed:

BlockEx Limited

a private limited liability company incorporated under the laws of Gibraltar

PRIVATE TOKEN PURCHASE COMMITMENT FORM
(this "Agreement")

PLEASE READ THIS AGREEMENT CAREFULLY.

PLEASE TAKE INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS AGREEMENT.

NOTE THAT PURCHASER ARE WAIVING PURCHASER'S RIGHTS AND CLAIMS, AND INDEMNIFYING, THE COMPANY.

NOTE THAT THIS AGREEMENT CONTAINS BINDING ARBITRATION PROVISIONS AND A CLASS ACTION WAIVER, WHICH AFFECT PURCHASER'S LEGAL RIGHTS.

IF PURCHASER DO NOT AGREES TO ALL OF THE TERMS IN THIS AGREEMENT, DO NOT ENTER INTO THIS AGREEMENT.

Blockchain Industries Inc. of 53 Calle Palmeras, Suite 802, San Juan, PR 00901, United States (hereinafter referred to as the " **Purchaser**"), hereby unconditionally and irrevocably agrees with the Company:

(i) to unconditionally and irrevocably commit to purchase Five Million, Seven Hundred and Fourteen Thousand, Two Hundred and Eighty Five 5,714,285.71 of Tokens (the "**Committed Amount of Tokens**") from the Company; and

(ii) to unconditionally and irrevocably pay the Company (or its duly appointed agent or nominee) the amount of Euros (EUR) 2,000,000 (the "**Consideration**"),

on the terms and conditions set out in this Agreement.

ALTERNATIVELY

1. By purchasing Tokens during the Token Sale and indicating Purchaser's acceptance of this agreement on the Company's website, and completing the fields relating to the amount of Tokens to be purchased ("Committed Amount of Tokens") in consideration of the payment indicated during the purchase process ("Consideration"), Purchaser will be bound by the terms of this Agreement and any other terms incorporated by reference.

1. The Purchaser hereby agrees that it shall pay the Consideration into the bank account or the cryptocurrency wallet of the Company (or its duly appointed agent or nominee) within the period of 7 calendar days commencing on the date that the Company (or any of its duly appointed agent or nominee) shall notify me of the details of such bank account or cryptocurrency wallet by e-mail in accordance with paragraph 3 below. The Purchaser hereby further acknowledges and agrees that it shall provide all documentation and information relating to all 'Know-Your -Customer' and all anti-money laundering checks required by law to be carried out by the Company to their entire satisfaction prior to Purchaser remittance of the Consideration to the Company. The Purchaser hereby also acknowledges and agrees that in the event that the Company are not satisfied with the 'Know-Your-Customer' and all anti-money laundering documentation and information that The Purchaser has provided, that this Agreement shall immediately terminate and that Purchaser shall have no Claim or recourse of whatsoever nature or howsoever arising against the Company.

2. The Purchaser hereby acknowledges and confirms that The Purchaser has read and understood this Agreement, and that The Purchaser has taken all required independent professional advice (including legal, accounting, tax, regulatory and investment advice) and that Purchaser accordingly expressly agrees to be bound by the terms of this Agreement.

3. The Purchaser hereby agrees that any notices sent to me by the Company (or by any duly appointed agent, representative or nominee of the Company) in connection with this Agreement and/or the matters contained or referred to in this Agreement (including the White Paper, as defined below) may be sent to me at the following e-mail address indicated during the Registration Process (as defined below) on the Company's website and that:

   (i) notice shall be deemed to have been duly and adequately served to me upon receipt of an e-mail sent to me by the Company (or by any duly appointed agent, representative or nominee of the Company) and there shall be no requirement on the Company (or any of its duly appointed agents, representatives or nominees) to issue such notice to me by any additional means; and
   (ii) such notice shall be deemed to have been duly received by me immediately at the date and time of delivery of the e-mail communication; and
   (iii) delivery of such notice shall be evidenced by the Company (or by its duly appointed agents, representatives or nominees) upon production of a delivery notification confirmation.

4. The Purchaser hereby agrees that The Purchaser has read the entirety of the latest draft of the white paper which can be found at https://daxt.io and which is to be formally issued by the Company in due course (the "**White Paper**") and that The Purchaser has fully understood and agrees with all of its contents. In particular, The Purchaser has read and understood the "Legal Considerations, Risks and Disclaimer" section at the end of the White Paper. The Purchaser hereby acknowledges and agrees that the "Legal Considerations, Risks and Disclaimer" section at the end of the White Paper shall be deemed to be incorporated into the terms of this Agreement and shall form a part of this Agreement. The Purchaser hereby further acknowledges and agrees that the White Paper (including the "Legal Considerations, Risks and Disclaimer" section of the White Paper which is deemed to be incorporated into this Agreement) may be subject to change from time to time and that the latest version of the White Paper shall be available from time to time for review at https://daxt.io. The Purchaser further acknowledges and agrees that it shall be Purchaser sole responsibility to ensure that Purchaser periodically review the latest version of the White Paper available for review at https://daxt.io and that neither the Company nor any of its duly appointed agents, representatives or nominees shall be obliged or bound to notify me of any change whatsoever to the White Paper (or any part thereof).

5. The Purchaser hereby unconditionally and irrevocably agrees that in order to purchase and receive the Committed Amount of Tokens following their creation, Purchaser shall first be required to complete the online registration process that will be capable of being accessed from the Company's website at https://www.blockexmarkets.com (the "**Registration Process**") pursuant to which Purchaser shall have to provide the required Know-Your-Client and other due diligence information and documentation more particularly described therein to a standard which is satisfactory to the Company (and/or its duly appointed agents, representatives or nominees). The Registration Process will also include reading and accepting the final Token sale terms and conditions (the "**Token Sale Terms and Conditions**" a draft of which is set out in Schedule 1 to this Agreement) which shall comprise the terms and conditions upon which the Committed Amount of Tokens shall be sold to me by the Company. The Purchaser hereby further acknowledges and agrees that the draft of the Token Sale Terms and Conditions appearing in Schedule 1 to this Agreement may be subject to change from time to time and that the latest version of the Token Sale Terms and Conditions shall be available for review at https://daxt.io. The Purchaser further acknowledges and agrees that it shall be Purchaser sole responsibility to ensure that Purchaser periodically review the latest version of Token Sale Terms and Conditions available for review at https://daxt.io and that neither the Company nor any of its duly appointed agents, representatives or nominees shall be obliged or bound to notify me of any change whatsoever to the Token Sale Terms and Conditions. Save for the amount of the Consideration (as set out above) payable by the Purchaser for the Tokens, Purchaser agrees that in the event of any conflict between the Token Sale Terms and Conditions and the terms of this Agreement, the Token Sale Terms and Conditions shall prevail.

6. The Purchaser hereby acknowledges and agrees that upon completion of the Registration Process to the satisfaction of the Company (or its duly appointed agents, representatives or nominees) and subject payment by me of the Consideration to the Company (or its duly appointed agents, representatives or nominees) Purchaser order for the purchase of Committed Amount of Tokens will be recorded and upon the occurrence of the Company's public Token sale (the "**Public Token Sale**") the Committed Amount of Tokens will be transferred to the wallet that Purchaser will have notified the Company (or its duly appointed agents, representatives or nominees) of as part of Purchaser completion of the Registration Process.

7. Purchaser understands and hereby agrees and acknowledges that the Company will utilise all of part of the Consideration to progress the project described in the White Paper prior to the issue of the Tokens. Purchaser also understands and hereby agrees and acknowledges that the Public Token Sale may not take place for whatever reason and in the event that the Public Token Sale may not take place for whatever reason **Purchaser will not have any recourse against the Company for the recovery of all or any part of the Consideration. The Purchaser hereby unconditionally and irrevocably agrees that Purchaser shall have no recourse or claim against the Company (and/or its past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, joint ventures, predecessors, successors and assigns; COLLECTIVELY THE "Company Parties") whatsoever. The Purchaser hereby unconditionally and irrevocably waive, release and discharge the Company and the Company Parties from all and any Claims Which the Purchaser has or may at any time have against the Company (and its duly appointed agents, representatives or nominees).** To the fullest extent permitted by applicable law, Purchaser also releases the Company and the Company Parties from all and any responsibility, Losses, Claims, of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to any and all disputes acts and/or omissions of third parties relating to this Agreement. Purchaser expressly waives any and all rights Purchaser may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which Purchaser may know or suspect to exist in Purchaser favour at the time of agreeing to this release.

8. If for any reason Purchaser hereafter bring or commence any Claim purported to be released and discharged pursuant to paragraph 7 above, or otherwise attempt to pursue any such Claim against the Company (or its duly appointed agents, representatives or nominees) then THE PURCHASER HEREBY AGREES from time to time and at all times, to the fullest extent possible, to fully and effectively indemnify and hold harmless the Company (or its duly appointed agents, representatives or nominees) on a continuing basis and on demand against:
   (a) any Claim; and/or
   (b) any and all Losses suffered or incurred by the Company (or its duly appointed agents, representatives or nominees) which would not have been suffered or incurred but for a Claim; and/or
   (c) the negotiation, handling or settlement of a Claim; and/or
   (d) any and all Losses suffered or incurred by the Company (or its duly appointed agents, representatives or nominees) which would not have been suffered or incurred but for a Claim having prevented the Company (or its duly appointed agents, representatives or nominees) for whatever reason, from performing any existing contractual obligations owed to any third parties under any employment, service, partnership or other Agreement s (including letters of appointment in respect of non- executive directorships) in force at the time of the Claim.

9. The Purchaser hereby represent and warrant to the Company (and to each of its duly appointed agents, representatives or nominees) on the date hereof and on each day up to and including the date of the Public Token Sale as follows:
   (i) The Purchaser has full legal capacity, power and authority to execute and deliver this Agreement and to perform Purchaser obligations hereunder;
   (ii) this Agreement constitutes valid and legally binding obligations, enforceable against me in accordance with its terms;
   (iii) this Agreement is made in reliance upon Purchaser representations to the Company (and to each of its duly appointed agents, representatives or nominees) that the Tokens to be acquired by me will be acquired for Purchaser own account and The Purchaser has no intention of immediately selling, transferring or distributing the Tokens Purchaser is acquiring (or any part thereof) nor have Purchaser any intention of selling, granting any participation in, or otherwise distributing the same;
   (iv) Purchaser confirms that The Purchaser has experience in investing in financial and non-financial assets, including in companies in the development stage and acknowledges that Purchaser is able to fend for myself, can bear the economic risk of Purchaser transactions, and have such knowledge and experience in financial or business matters that Purchaser is capable of evaluating the merits and risks of the transaction pursuant to this Agreement:
   (v) Purchaser confirms that The Purchaser has carefully considered the risks involved in purchasing and holding digital currencies (and in particular the Tokens), and that Purchaser is aware that Purchaser may lose all or part of the Consideration and that the Tokens may have a low or even no value;
   (vi) Purchaser confirms that Purchaser is aware and understand there may be additional risks in connection with the transactions envisioned herein that are not currently known or that are or may be currently deemed immaterial;
   (vii) Purchaser is not a national citizen resident or green-card holder of any jurisdiction which prohibits Purchaser entry into this Agreement and the performance of the terms of this Agreement and Purchaser obligations hereunder;

(viii) Purchaser confirms that Purchaser is not, and have not been involved in any type of activity associated with money laundering or terror financing, nor violated any provision of: (a) the Proceeds of Crime Act 2015 of Gibraltar (as amended from time to time); or (b) the U.S. Foreign Corrupt Practices Act of 1977 as amended; or (c) the UK Bribery Act (2010); or (d) Sections 290-297 of the Israeli Penal Law 1977 (Bribery Transactions), the Israeli Prohibition on Money Laundering Law, 2000; or (e) any other anti-money laundering anti-corruption or anti bribery statute or legislation in any part of the world, nor have Purchaser ever been subject to any investigation by or have received a request for information from any governmental body relating to money laundering corruption or bribery under any statute or legislation. The Purchaser hereby consent to the Company (and any of its duly appointed agents, representatives or nominees) running any checks or enquiries with third parties and The Purchaser hereby waive any privacy or other right in connection therewith and acknowledges that any breach of this representation by me will entitle the Company to terminate this Agreement with immediate effect;

(ix) Purchaser confirms that Purchaser is aware and understand the uncertain nature of digital currencies and tokens and that neither the Company nor any of its duly appointed agents, representatives or nominees are regulated by any central bank nor other government authority; and

(x) Purchaser shall promptly respond and fully collaborate with all requests made by the Company or any third-party service providers appointed by the Company to carry out KYC/AML services in respect of the sale of Tokens.

10. Purchaser acknowledges and agrees that this Agreement shall terminate upon the earlier of:

(i) the date of the Public Token Sale;

(ii) 60 calendar days following the date of the Company's announcement that the Public Token Sale has not taken place or is to be cancelled; and

(iii) the payment or setting aside of payment of amounts due to the Purchaser upon a dissolution of the Company which shall include (a) a voluntary termination of operations of the Company, (b) a general assignment for the benefit of the Company's creditors or (c) any other liquidation, dissolution or winding up of the Company whether voluntary or involuntary.

11. Purchaser agrees that:

(i) any provision of this Agreement may be amended, waived or modified only upon the written consent of the Company and the Purchaser;

(ii) Purchaser is not entitled to vote or receive dividends or be deemed a shareholder of the Company, nor will anything contained herein be construed to confer on Purchaser any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise;

(iii) unless otherwise specified in this Agreement, none of the rights or obligations contained herein may be assigned or novated, by operation of law or otherwise, by me without the prior express written consent of the Company or any of its duly appointed agents, representatives or nominees;

(iv) Purchaser shall (at Purchaser own expense) promptly execute and deliver all such documents, and do all such things, as the Company or any of its duly appointed agents, representatives or may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement;

(v) if this Agreement is translated into any language other than English, the English language text shall prevail;

(vi) this Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Gibraltar;

(vii) Subject to subparagraph (viii) below, Purchaser irrevocably agrees that the courts of Gibraltar have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims);

(viii) **Purchaser irrevocably agrees that the provisions relating to arbitration and dispute resolution contained in clauses 48 to 52 (inclusive) of the draft Token Sale Terms and Conditions appearing in Schedule 1 to this Agreement are deemed to be incorporated into this Agreement by reference and form a part hereof; and**

(ix) **Purchaser irrevocably agrees that the provisions relating to data protection contained in clauses 56 to 61 (inclusive) of the draft Token Sale Terms and Conditions appearing in Schedule 1 to this Agreement are deemed to be incorporated into this Agreement by reference and form a part hereof.** The Purchaser hereby consent to the Company and its duly appointed agents, representatives or nominees controlling and processing Purchaser personal data in accordance with the Data Protection Act 2004 and use the personal information The Purchaser has and will provide to the Company and its duly appointed agents, representatives or nominees from time to time:

(a) to be able to supply the Tokens and other goods and services to Purchaser;

(b) to process Purchaser payment for the Tokens and other goods and services to be provided to Purchaser; and

(c) in accordance with the Company's privacy policy which forms part of this Agreement and which can be found by visiting the Company's website at https://www.blockexmarkets.com.

12. Purchaser agrees that save as the context requires and save as otherwise defined in this Agreement capitalised words used in this Agreement shall have the meanings respectively attributed to them in this paragraph 12 and the rules of interpretation set out in this paragraph 12 shall apply in this Agreement:

(i) "**Claim**" shall include any claim (whether present, future, actual or contingent and of whatsoever nature and howsoever arising, and arising out of or in connection with any act, matter, cause or thing (including claims for or relating to any payment or repayment of monies, indemnity, security or provisions of goods or services)), action, proceeding, demand or judgement of whatsoever nature in each case which relates to this Agreement;

(ii) "**Losses**" shall include any and all liabilities, costs, expenses, damages, fines, impositions or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of earnings, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses and any associated value added tax) of whatsoever nature and/or judgement sums (including interest thereon);

(iii) "**Tokens**" shall mean the Digital Asset Exchange Tokens (DAXT) more particularly described in the White Paper;

(iv) a reference to a paragraph is to a paragraph of this Agreement;

(v) a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns;

(vi) words in the singular include the plural and in the plural, include the singular;

(vii) a reference to one gender includes a reference to the neuter and the other gender;

(viii) where the words "include" "includes" "including" or "in particular" are used in this Agreement, they are deemed to have the words "without limitation" following them;

(ix) any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done;

(x) the words "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them;

(xi) references to any legal terms, for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any other legal concept or thing shall, in respect of any jurisdiction other than Gibraltar, be deemed to include a reference to what most nearly approximates to the Gibraltar legal term in that jurisdiction; and

(xii) references to times of the day are, unless the context requires otherwise, to Gibraltar time and references to a day are to a period of 24 hours running from midnight on the previous day.

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document. Transmission of an executed copy of this Agreement (or a counterpart thereof) by e-mail (in PDF, JPEG or other similar format) shall take effect as delivery of an executed original of this Agreement.

ALTERNATIVELY

This Agreement may be accepted and become binding by its acceptance on the Company's website.

Dated this 16th day of February 2018

SIGNED by or on behalf of)
the **PURCHASER**

/s/ Patrick Moynihan
Name: Patrick Moynihan

The Company hereby accepts and confirms the above terms and conditions. In the event of the occurrence of any of the events specified in paragraph 10 above, the Company agrees to use its reasonable commercial endeavours to first satisfy the claims of all of its secured and unsecured creditors in full and thereafter to return any surplus monies (if any) on a pro rata basis amongst those persons (including the Purchaser) who may have entered into Agreements with the Company similar to this Agreement.

Dated 16th day of February 2018

SIGNED for and on behalf of the Company

/s/ Andy Perkins
Name: Andy Perkins

Schedule 1

Draft Token Sale Terms & Conditions

PLEASE READ THESE TOKEN SALE TERMS AND CONDITIONS CAREFULLY.

PLEASE TAKE INDEPENDENT LEGAL ADVICE BEFORE ACCEPTING THESE TERMS AND CONDITIONS OR PARTICIPATING IN THE BLOCKEX LTD TOKEN SALE.

NOTE THAT CLAUSES 46 TO 52 (INCLUSIVE) (*DISPUTE RESOLUTION. ARBITRATION*) CONTAIN BINDING ARBITRATION PROVISIONS AND A CLASS ACTION WAIVER, WHICH AFFECT PURCHASER'S LEGAL RIGHTS.

NOTE THAT PURCHASER ARE WAIVING PURCHASER'S RIGHTS AND CLAIMS, AND INDEMNIFYING, BLOCKEX LTD IN CLAUSES 34 TO 38 INCLUSIVE.

IF PURCHASER DO NOT AGREES TO ALL OF THESE TERMS, DO NOT PURCHASE DAXT TOKENS.

Parties

Purchaser's purchase of tokens being offered for sale ("**Tokens**" and each a "**Token**") during the Pre-Sale Period or the Sale Period (as these terms are defined below) by BLOCKEX LTD hereinafter referred to as the "**Company**"), is subject to these terms and conditions of sale ("**Terms**"). Each of Purchaser and Company is a "**Party**" and, together, the "**Parties**" in these Terms.

By purchasing Tokens from the Company during the Token Sale, Purchaser will be bound by these Terms and any terms incorporated by reference. If Purchaser have any questions regarding these Terms, please
contact the Company at: CONCIERGE@BLOCKEX.COM

PURCHASER AND COMPANY HEREBY AGREES AS FOLLOWS:

Definitions and Interpretation

1. In these Terms, save where the context requires, the following capitalised terms shall have respective meanings ascribed to them follows:

"**Claim**" shall include any claim (whether present, future, actual or contingent and of whatsoever nature and howsoever arising, and arising out of or in connection with any act, matter, cause or thing (including claims for or relating to any payment or repayment of monies, indemnity, security or provisions of goods or services)), action, proceeding, demand or judgement of whatsoever nature or howsoever arising;

"**Completion Condition**" the occurrence of *closing of the ICO sale* will immediately trigger the closure of the Sale Period;

"**Losses**" shall include any and all liabilities, costs, expenses, damages, fines, impositions or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of earnings, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses and any associated value added tax) of whatsoever nature and/or judgement sums (including interest thereon);

"**Securities**" shall include the meanings ascribed to in the Financial Services (Markets in Financial Instruments) Act of Gibraltar (as awarded from time to time); in the Financial Services (Investment and Fiduciary Token Utility) Act of Gibraltar; the Prospectuses Act of Gibraltar or any other relevant legislation in Gibraltar (and "Security" shall be construed accordingly); and the terms "security" and "securities" shall have the broadest possible interpretation as these terms might be interpreted under the laws of other jurisdictions which are analogous or similar to the laws which regulate "Securities" or otherwise;

"**Financial Instruments**" shall include the meaning ascribed to it in the Financial Services (Markets in Financial Instruments) Act of Gibraltar or any other relevant legislation in Gibraltar (and "Financial Instrument" shall be construed accordingly); and the terms "financial instrument" and "financial instruments" shall have the broadest possible interpretation as these terms might be interpreted under the laws of other jurisdictions which are analogous or similar to the laws which regulate "Financial Instruments" or otherwise;

"**Refund Address**" shall mean the wallet address (if different from the Token Receipt Address) that Purchaser provide to the Company to which any refund of Payment Currency will be made by the Company in accordance with clause 26 below;

"**Pre-Sale Completion Condition**" the occurrence of ending of the pre-sale offer will immediately trigger the closure of the Pre-Sale Period;

"**Pre-Sale Period**" shall mean the public pre-sale period commencing on 00:01 GMT 18/12/2018 and ending on the earlier of (i) 23:59 GMT 27/01/2018 or (ii) the satisfaction of the Pre-Sale Completion Condition;

"**Sale Period**" shall mean the public crowd sale period commencing on 00:01 GMT on 28/01/2018 and ending on the earlier of (i) 23:59 GMT 16/02/2018 or (ii) the satisfaction of the Pre-Sale Completion Condition;

"**Token Receipt Address**" shall mean the address which Purchaser provide to the Company that relates to Purchaser's Ethereum wallet which supports the ERC-20 token standard in order to receive any Tokens Purchaser purchase from the Company; and

Token Sale" shall mean the public sale of Tokens by the Company during the Pre-Sale Period and the Sale Period.

2. In these Terms:
   (a) a reference to these Terms shall include these Terms as amended or varied from time to time;
   (b) unless the context otherwise requires references to a recital, clause, sub-clause or Schedule are to a recital, clause, sub-clause or Schedule (as the case may be) of these Terms;
   (c) the recitals, Schedules and any appendices hereto form part of these Terms and shall have effect as if set out in full in the body of these Terms and any reference to these Terms includes the recitals, Schedules and any appendices hereto;
   (d) clause, schedule and paragraph headings shall not affect the interpretation of these Terms;
   (e) a 'third party' and a 'person' includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns;
   (f) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
   (g) the clause headings do not form part of these Terms and are for convenience only and shall not be taken into account in the construction or interpretation of these Terms;
   (h) the expressions "hereunder", "herein", "hereof" and "hereto" and similar expressions shall be construed as references to these Terms as a whole and not limited to the particular clause or provision in which the relevant reference appears;
   (i) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
   (j) words in the singular shall include the plural and vice versa; and
   (k) unless the context otherwise requires, a reference to one gender shall include a reference to the neuter and the other genders.

White Paper

3. The latest version of the Company's white paper is available at the following website link: www.daxt.io (the " **White Paper**"). Important information about the Token and the Token Sale and procedures and specifications are provided in the White Paper, including in particular certain legal considerations, risks and disclosures. By purchasing Tokens, Purchaser acknowledges and accept that Purchaser have read, understood the entirety of the White Paper and have no objection to any of the content contained therein.

Token Sale Procedures and Specifications

4. Important information about the procedures and material specifications of the Token Sale is provided on the Company's website www.blockexmarkets.com, including, but not limited to, details regarding the timing and pricing of the Token Sale, the amount of Tokens the Company will sell, and the Company's anticipated use of the Token Sale proceeds. By purchasing Tokens, Purchaser acknowledges and accept that Purchaser have read, understood these procedures and material specifications and have no objection to the same.

Eligibility

5. In order to be eligible to participate in the Token Sale and to log into the Token Sale portal to make a purchase, Purchaser will have to undergo the Company's white-listing process to verify that Purchaser are a unique individual or entity ("**White-Listing Process**"). On the Token Sale portal via the www.blockexmarkets.com website, Purchaser will be prompted to provide the Company with, amongst other things, Purchaser's full name or the name of an entity Purchaser represent, address and country of residence, and e-mail address (Purchaser's "**User Credentials**"). In addition, Purchaser will be asked to indicate the number of Tokens Purchaser would like to acquire, Purchaser's Token Receipt Address and Purchaser's Refund Address (if different). Once Purchaser submit the form with all mandatory information, the Company will process it and send Purchaser an e-mail (the "**Welcome E-Mail**") to Purchaser's e-mail address provided in order to verify it. Purchaser need to have access to Purchaser's e-mail address in order to verify it. Purchaser will have to click on a unique link (the "**Unique Link**") provided in the Company's e-mail to Purchaser to start Token Sale process. The Company reserves the right to prescribe additional guidance regarding specific wallet requirements for participation in the Token Sale.

Purchase and Sale of Tokens

6. The Euro standard price per Token during the Sale Period is 1 Euro (the " **Standard Price Per Token**").

7. Subject to clause 9 below, the Euro standard price per Token during the Pre-Sale Period is 0.75 Euro (the " **Pre-Sale Price Per Token**").

8. The Pre-Sale Price Per Token shall only be applicable during the Pre-Sale Period until the Company has sold 30m worth of Tokens at the Pre-Sale Price Per Token. Once the Company has sold 30m worth of Tokens at the Pre-Sale Price Per Token, Tokens shall be sold at the Standard Price Per Token.

9. While the Pre-Sale Price Per Token and the Price Per Token is set in Euro, Purchaser may pay for Tokens in *Bitcoin (BTC)* or in Euro (a "**Payment Currency**").

10. In the Welcome E-mail, Purchaser will have an option to follow the Unique Link. Purchaser will be prompted to select a number of Tokens for purchase within stated limits. After Purchaser have selected a number of Tokens, the Token Sale portal will display the Exchange Rate (as defined below) that will be applied to calculate Purchaser's Purchase Price (as defined in clause 11 below). The Company reserves the right, in its sole discretion, to modify any of the procedures described herein to account for network congestion or other technical challenges.

11. Purchaser's quoted "Purchase Price" in the Payment Currency is equal to the number of Tokens Purchaser wish to purchase multiplied by Euro value of the Pre-Sale Price Per Token or the Standard Price Per Token (as applicable) divided by the Exchange Rate (as defined below). The "Exchange Rate" will be the exchange rate fixed by the Company for conversion of non-payment currency into the Payment Currency. When calculating the Exchange Rate between non-payment currency and the Payment Currency, the Company will rely on coinmarketcap.com within approximately from one (1) to twelve (12) hours prior to the time of the start of the Pre-Sale Period or the Sale Period (as the case may be) and this will be published by the Company on the following website: www.daxt.io.

12. The Purchase Price must be received in full during the Pre-Sale Period or the Sale Period (as the case may be). If the Company has not received the full payment of the Purchase Price in accordance with these Terms within the Pre-Sale Period or the Sale Period (as applicable), the Company reserves the right to void Purchaser's purchase request and refuse to accept Purchaser's payment of the Purchase Price. For the avoidance of doubt, the Purchase Price will be deemed to be paid in full once the Company have received three (3) network confirmations of the transaction. The Company reserves the right, in its sole discretion, to modify any of the timelines described herein to account for network congestion or other technical challenges.

13. Purchaser must pay the Purchase Price by sending the correct quantity of the Payment Currency to the unique wallet address displayed to Purchaser via the Token Sale portal. Purchaser's purchase is not guaranteed until the Company receives the full amount of the Purchase Price.

14. Purchaser agrees not to share Purchaser's User Credentials or Purchaser's Unique Link provided in the Welcome Email with any other person for the purpose of facilitating their unauthorized access to the Token Sale. If Purchaser do share Purchaser's User Credentials or Purchaser's Unique Link with anyone the Company will consider their activities to have been authorised by Purchaser. Purchaser alone are responsible for any acts or omissions that occur during the Token Sale through the use of Purchaser's User Credentials or Purchaser's Unique Link. The Company reserves the right to suspend or block Purchaser's access to the Token Sale upon suspicion of any unauthorized access or use, or any attempt thereof, by anyone using Purchaser's User Credentials or Purchaser's Unique Link.

15. The Company will deliver the quantity of Tokens, either to an ERC-20 wallet notified to the Company the Token Recipient Address or directly to Purchaser's wallet account with the Company, that Purchaser purchase, within a reasonable period following the end of the Sale Period. Purchased Tokens will be locked for transfer (within the smart contract) (with the exception of one transfer to the Token Recipient Address as above) in accordance with the following:

    a. 10% of the Tokens purchased will become transferable to third party wallets (and the lock released) on the date of delivery of such Tokens to the Purchaser;

    b. Thereafter, a further 10% of the total number of Tokens purchased shall become transferable to third party wallets exactly 7 days from the time of delivery under 15a. above, and a further 10% of such number of Tokens after each following 7-day period, until 100% of such Tokens have become transferable.

16. At any time during the Token Sale and at its sole discretion, the Company may by notice on the following website: www.blockexmarkets.com temporarily or permanently suspend the Token Sale and/or the Token Sale portal for security or other reasons and such suspension shall take effect from the moment of publication of such notice until the same is updated or removed from its website (the "**Suspension Period**"). Purchaser agrees not to send any contributions in any Payment Currency during such a Suspension Period and accept the risk that any contribution sent during such a Suspension Period may be lost in its entirety. The Company is not responsible or liable for returning or refunding any losses incurred by Purchaser due to sending a contribution during a Suspension Period.

Intended Purpose and Use of Tokens

17. The intended purpose of the Tokens is to enable a Token holder to have access to BlockEx ICO's on BlockEx Markets subject to the relevant number of Tokens being purchased during the Sale Period or held thereafter as more particularly set out in the latest version of the Company's white paper issued and published by the Company on the following website: www.daxt.io (the "**Token Utility**") and to provide such other utility as the Company may in the future decide to in respect of the Tokens subject to compliance with all applicable laws. Purchaser hereby agrees that Purchaser have read the latest version of Company's white paper which can be found on the following website link www.daxt.io and have understood its content in its entirety. **Purchaser hereby also confirm that Purchaser have taken independent legal advice before accepting these Terms.** The Token Utility is expected to be provided in due course through an online software platform (the "**Platform**") that the Company or one of its affiliates will look to develop. More specifically, Tokens are intended to facilitate the provision of the Token Utility by the Company (or an affiliate of the Company) to the users of the Platform.

18. The purchase, ownership, receipt, transmission or possession of Tokens carries no rights of whatsoever nature, express or implied, other than the right to use Tokens in accordance with the Token Utility as a means to enable usage of and interaction within the Platform if the Platform is successfully completed and deployed. The Terms shall not and cannot be considered as an invitation to enter into an investment or purchase any Security security or financial instrument. The Terms do not constitute or relate in any way, nor should they be considered, as an offering of Securities securities or financial instruments in any jurisdiction. The Terms do not include or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. Tokens are utility tokens and are not intended to be used as an investment. Further, Purchaser must note that Tokens do not represent or confer any ownership right or stake, share, equity or security or equivalent rights, or any right to receive future revenue shares or voting rights or intellectual property rights in the Company or any affiliate thereof. Acquiring Tokens shall not grant any right or influence over the Company's (or any affiliate thereof) organisation and governance to Purchaser, other than rights relating to the potential future provision and receipt of the Token Utility, subject to the limitations and conditions contained in these Terms and any other terms and conditions that will apply to the usage of the Platform. The Company does not and will not operate or maintain the Platform and as such, the Company has no responsibility or liability for the Platform or any ability to control third parties' use of the Platform. The Tokens are not intended to be a representation of money (including electronic money), Security, security, commodity, financial instrument, bond, debt instrument or any other kind of financial instrument or investment. Protections offered by the applicable law in relation to the purchase and sale of the aforementioned financial instruments and/or investments do not apply to the purchase and sale of Tokens and neither these Terms nor the White Paper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. Tokens should not be acquired in any case or circumstance for speculative or investment purposes with the expectation of making a profit on immediate resale or otherwise.

19. **Any Purchaser agreeing, covenanting or undertaking to acquire Tokens acknowledges and understands that the Company (or any affiliate thereof as applicable) does not provide any promise covenant undertaking guarantee assurance representation or warranty or create any expectation that it will establish complete and/or deploy an operative Platform and therefore neither the Company nor any of its affiliates provide any promise covenant undertaking guarantee assurance representation or warranty create any expectation that the Tokens may at any time be used to purchase any goods or services whatsoever or that the Token Utility or the Platform will be established completed deployed delivered and/or realised.** Purchaser acknowledges and understand therefore that the Company, or any affiliate thereof, assumes no liability or responsibility whatsoever or howsoever arising for any loss or damage whatsoever or howsoever (whether actual contingent direct indirect consequential or otherwise) that would result from or relate to the incapacity or inability to use Tokens for any or all of their intended purposes including the Token Utility.

20. Tokens do not constitute the provision of any goods and/or services or provide any Token Utility as at the date of these Terms.

Possible Migration of Tokens.

21. The Tokens are being created as ERC-20 tokens on the Ethereum protocol. The Company reserves the right to migrate the ERC-20 based Tokens to another protocol and to generate replacement Tokens on the new protocol in the future, should the Company determine, in its sole discretion, that doing so is necessary or useful to the operation of the Platform.

22. Should the Company decide to migrate the Tokens, the Company will notify Purchaser via the e-mail address Purchaser provided to the Company at the time of the Token Sale. Purchaser are solely responsible for updating the Company should Purchaser's contact information change.

Scope of Terms

23. Unless otherwise stated herein, these Terms govern only Purchaser's purchase of Tokens from the Company during the Pre-Sale Period and the Sale Period.

24. Any potential or future use of Tokens in connection with the provision or receipt of any Token Utility or otherwise will be governed by other applicable terms and policies (collectively, the "**Service Terms and Policies**"). The Service Terms and Policies will be made available at the following website www.daxt.io following the Sale Period. The Company and/or its affiliates may revise and/or update the Service Terms and Policies from time to time at their sole and absolute discretion. In the event of any conflict between these Terms and the Service Terms and Policies, the Service Terms and Policies shall prevail.

Cancellation; Refusal of Purchase Requests

25. Purchaser's purchase of Tokens from the Company during the Pre-Sale Period and the Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation, if any. The Company reserves the right to refuse or cancel Token purchase requests at any time in its sole and absolute discretion. The Company accordingly reserves the right at its sole discretion to refuse to accept Purchaser's purchase for Tokens after the end of the Sale Period. In such an event, the consideration paid by Purchaser shall be rejected or refunded.

26. At any time prior to satisfaction of the Pre-Sale Completion Condition and/or the Completion Condition, the Company may either temporarily suspend or permanently abort the Token sale. During any period of suspension or in the event that the Token sale is aborted, Tokens will not be available for purchase and any form of crypto-currency sent by Purchaser to the Company for the purposes of acquiring Tokens shall be returned to Purchaser. To the extent the Company, in its sole discretion, decides to make a refund any refund will be made to the Refund Address in the Payment Currency sent by Purchaser to the Company for the purposes of acquiring Tokens and not in United States Dollars, Euros or any other fiat currency. The Company is not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from the failure to provide, or providing an inaccurate or incomplete Refund Address or Token Receipt Address.

Token Creation and Allocation

27. Important information about the Company's creation and intended use of the Tokens is set out in the White Paper and at the following website link www.daxt.io. By purchasing Tokens, Purchaser acknowledges that Purchaser have read, understand, and have no objection to the Company's creation and intended use of the Tokens as described in the White Paper and at the following website link www.daxt.io.

Acknowledgment and Assumption of Risks

28. Purchaser acknowledges and agrees that there are risks associated with purchasing Tokens, holding Tokens, selling Tokens and/or and using Tokens for providing or receiving Token Utility, as such risks disclosed and explained in Schedule 1 of these Terms. If Purchaser have any questions regarding these risks, please contact the Company at concierge@blockex.com. BY PURCHASING TOKENS, PURCHASER EXPRESSLY ACKNOWLEDGES, ACCEPT AND ASSUME THESE RISKS.

29. As set out in these Terms, the Tokens are not being structured or sold as Securities securities or any other form of investment product. Accordingly, none of the information presented in these Terms is intended to form the basis for any investment decision, and no specific recommendations are made or intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in the Terms, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

Security

30. Purchaser are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism Purchaser use to receive and hold Tokens that Purchaser purchase from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser's private key(s) or other access credentials are lost, Purchaser may lose access to Purchaser's Tokens. The Company shall not be responsible for any security measures relating to Purchaser's receipt, possession, storage, transfer or potential future use of Tokens nor is the Company under any obligation to recover any Tokens and the Company hereby excludes (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in Purchaser's loss of (including Purchaser's loss of access to) Tokens. The Company shall not be responsible or liable for any losses, costs, or expenses relating to any lost access credentials.

Personal Information

31. The Company may determine, in its sole and absolute discretion, that it needs to undertake due diligence on certain prospective purchasers of Tokens. As part of the Company's due diligence process it may request that Purchaser send the Company certain information about Purchaser. Purchaser agrees to provide the Company with such information promptly upon request, and Purchaser acknowledges and accept that the Company may refuse to sell Tokens to Purchaser until Purchaser provide such requested information in a form that is satisfactory to the Company and until the Company has determined that it is permissible to sell Purchaser Tokens under applicable laws or regulations.

Taxes

32. The Purchase Price is exclusive of all applicable taxes. Purchaser are solely responsible for determining what, if any, taxes apply to Purchaser's purchase of Tokens, including, but not limited to: sales, use, value added, and any other taxes that may be applicable. It is also Purchaser's sole responsibility to withhold, collect, report, pay, settle and/or remit the correct taxes to the appropriate tax authorities in such jurisdiction where Purchaser may be liable to pay tax. The Company is not responsible for withholding, collecting, reporting, paying, settling and/or remitting any sales, use, value added, or any other tax arising from Purchaser's purchase of Tokens.

Representations and Warranties

33. By purchasing Tokens, Purchaser hereby represent and warrant to the Company and agrees and acknowledges that:
    (a) Purchaser have read and understood these Terms;
    (b) PURCHASER ACKNOWLEDGES AND AGREES THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS, TRANSFERRING TOKENS, SELLING TOKENS AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES (INCLUDING THE TOKEN UTILITY) ON THE PLATFORM INCLUDING (BUT NOT NECESSARILY LIMITED TO) THE RISKS DESCRIBED IN SCHEDULE 1 HERETO;
    (c) Purchaser have sufficient understanding of technical and business matters (including those that relate to the Token Utility and the Platform), the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing the Tokens;

(d) Purchaser understand the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledges and assume all such risks;

(e) Purchaser have obtained sufficient information about the Company, the Company's officers and agents and representatives and about the Tokens to make an informed decision to purchase the Tokens;

(f) Purchaser understand that the Tokens confer only the potential future right to receive Token Utility and confer no other rights of any form with respect to the Platform, the Company, or any affiliate thereof including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(g) The Tokens do not constitute shares or equities or Securities securities Financial Instruments financial instruments or investments in any form in any jurisdiction;

(h) The information available on the White Paper and at the following website: www.daxt.io (including these Terms) (the "**Available Information**") does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities in any jurisdiction or a solicitation for investment in securities and Purchaser are not bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of the Available Information;

(i) No regulatory authority has examined or approved of the Available Information, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of all or any part of the Available Information to Purchaser does not imply that the applicable laws, regulatory requirements or rules have been complied with;

(j) The Available Information, the undertaking and/or the completion of the Token Sale, or future trading of the Tokens on any exchange or market (regulated, unregulated, primary, secondary or otherwise), shall not be construed, interpreted or deemed by Purchaser as an indication of the merits of the Company, the Tokens, the Token Sale, the Platform and/or the Available Information;

(k) The distribution or dissemination of the Available Information any part thereof or any copy thereof, or acceptance of the same by Purchaser, is not prohibited or restricted by the applicable laws, regulations or rules in Purchaser's jurisdiction, and where any restrictions in relation to possession of the Available Information are applicable, Purchaser have observed and complied with all such restrictions at Purchaser's own expense and without liability to the Company;

(l) In the case where Purchaser wish to purchase any Tokens, the Tokens are not to be construed, interpreted, classified or treated as: (i) any kind of currency or commodity; (ii) debentures, stocks or shares issued by any person or entity (whether the Company or otherwise); (iii) rights, options or derivatives in respect of such debentures, stocks or shares; (iv) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss; (v) units in a collective investment scheme; (vi) units in a business trust; (vii) derivatives of units in a business trust; (viii) any other security or class of securities; or (ix) any type of investment (as such term is defined by the Financial Services (Investments and Fiduciary Services) Act 1989-47 of Gibraltar (as amended or re-enacted from time to time) or as such term might be construed under similar legislation in any other part of the world);

(m) Purchaser are purchasing Tokens to potentially receive the Token Utility on the Platform at a future point in time being aware of the commercial risks associated with the Company and the Platform; Purchaser are not purchasing Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;

(n) Purchaser's purchase of Tokens complies with applicable law and regulation in Purchaser's jurisdiction or in any jurisdiction the laws of which Purchaser may be subject to including, but not limited to, (i) legal capacity and any other threshold requirements in Purchaser's jurisdiction for the purchase of the Tokens and entering into contracts with the Company, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

(o) Purchaser's purchase of Tokens shall be made in full compliance with any and all applicable legal and tax obligations to which Purchaser may be subject in any relevant jurisdiction;

(p) If Purchaser are purchasing Tokens on behalf of any entity, Purchaser are authorised to accept these Terms on such entity's behalf and that such entity will be responsible for any breach of these Terms by Purchaser or any other employee or agent of such entity (references to "Purchaser" or "Purchaser" in these Terms refer to Purchaser and such entity, jointly);

(q) Purchaser are not citizen, lawful or permanent resident of or domiciled in Singapore, China or in any jurisdiction or country where the offer for sale or purchase or sale or possession or distribution of Tokens or use would be contrary to any law or regulation, or which would subject the Company, including its affiliates, or any of their products or services to any registration, licensing or other authorisation requirement within such jurisdiction or country;

(r) Purchaser are not (i) a citizen or resident of a geographic area in which access to or use of the Tokens, the offer for sale of the Tokens, the sale of the Tokens and/or the acceptance of delivery of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to the U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. Purchaser agrees that if Purchaser's country of residence or other circumstances change such that the above representations are no longer accurate, that Purchaser will immediately cease using the Tokens and the Platform. If Purchaser is registering to purchase hold sell or use the Tokens or the Platform on behalf of a legal entity, Purchaser further represent and warrant that (i) such legal entity is duly organised and validly existing under the applicable laws of the jurisdiction of its organisation, and (ii) Purchaser are duly authorized by such legal entity to act on its behalf;

(s) Purchaser live in a jurisdiction that allows the Company to offer and sell the Tokens and does not prohibit Purchaser from participating through a token sale without requiring any local authorisation;

(t) Making a contribution and receiving Tokens under these Terms is not unlawful or prohibited under the laws of Purchaser's jurisdiction or under the laws of any other jurisdiction to which Purchaser may be subject and any contribution shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which Purchaser may be subject in any relevant jurisdiction);

(u) If Purchaser's country of residence or other circumstances change such that the above representations are no longer accurate, that Purchaser will immediately cease using the Tokens and/or the Token Utility;

(v) Any contribution to be made by Purchaser for the purchase of Tokens is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities; Purchaser shall not use the Tokens to finance, engage in, or otherwise support any unlawful activities;

(w) Purchaser's Payment Currency shall be transferred to the Company from a digital wallet that: (i) is registered in Purchaser's name or in the name of a person who is duly authorised by Purchaser to transfer the Payment Currency and is eligible to do so under clause 5; or (ii) is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Act ion Task Force as a "non-cooperative country or territory";

(x) If Purchaser are an individual, Purchaser are at least 18 years of age and have sufficient legal capacity to accept these Terms and enter into a binding Agreement with the Company;

(y) The acceptance by Purchaser of these Terms and the entry into a binding Agreement with the Company will not result in any violation of, be in conflict with, or constitute a material default under: (i) any provision of Purchaser's constitutional or organisational documents (if applicable); (ii) any provision of any judgment, decree or order to which Purchaser are a party, by which Purchaser are bound or to which any of Purchaser's material assets are subject; and/or (iii) any material Agreement , obligation, duty or commitment to which Purchaser are a party or by which Purchaser are bound; and

(aa) Purchaser are not the subject of any sanctions administered or enforced by any country, government or international authority nor are Purchaser resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory wide sanction imposed by any country or government or international authority.

Waiver, Release and Indemnity

34. Purchaser hereby irrevocably and unconditionally waive, release and discharge the Company and its past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, joint ventures, predecessors, successors and assigns (the "**Company Parties**") from all and any Claims which Purchaser have or may at any time have against any of the Company Parties.

35. To the fullest extent permitted by applicable law, Purchaser also release the Company and the Company Parties from all and any responsibility, Losses, Claims, of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. Purchaser expressly waive any rights Purchaser may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which Purchaser may know or suspect to exist in Purchaser's favour at the time of agreeing to this release.

36. To the fullest extent permitted by applicable law, Purchaser will fully and effectively indemnify, defend and hold harmless the Company and the Company Parties from and against any and all Claims and Losses that arise from or relate to: (i) Purchaser's understanding and interpretation of and/or reliance on the Available Information; (ii) Purchaser's purchase possession, transmission and/or use of Tokens; (iii) Purchaser's responsibilities or obligations under these Terms; (iv) Purchaser's violation of these Terms; (v) Purchaser's violation of any rights of any other person or entity; (vi) any failure or inability of the Company to develop or deliver or deploy the Token Utility and/or the Platform; (vii) Purchaser's use or inability to use at any time the Tokens or the Platform; (viii) any security risk or security breach or security threat or security attack or any theft or loss of data including but not limited to hacker attacks, losses of password, losses of private keys, or anything similar; (ix) any mistakes or errors in code, text, or images involved in the Token Sale or in any of the Available Information; (x) any information contained in or omitted from the Available Information; (xi) the volatility in pricing of Tokens in any countries and/or on any exchange or market (regulated, unregulated, primary, secondary or otherwise); and (xii) Purchaser's failure to properly secure any private key to a wallet containing Tokens.

37. The Company reserves the right to exercise sole control over the defence, at Purchaser's expense, of any Claim subject to the indemnity by Purchaser contained in clause 36 (the "**Indemnity**"). The Indemnity is in addition to, and not in lieu of, any other indemnities set forth in the White Paper or in any written Agreement between Purchaser and the Company.

38. Purchaser agrees and acknowledges that the Company is not liable for any direct indirect special incidental consequential or other losses of any kind in tort contract or otherwise (including but not limited to loss of revenue income or profits or loss of use or data or loss of reputation or loss of any economic or other opportunity of whatsoever nature or howsoever arising) arising out of or in connection with any acceptance of or reliance on the Available Information or any part thereof by Purchaser.

Limitation of Liability

39. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REPUTATION LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE PURCHASE, SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE CAUSE OR FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE BASIS (EVEN IF THE PARTIES OR ANY OF THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES AND REGARDLESS OF WHETHER SUCH LOSSES WERE FORESEEABLE); AND (II) UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER LEGAL OR EQUITABLE BASIS, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT PURCHASER PAY TO THE COMPANY FOR THE ACQUISITION OF TOKENS. THE LIMITATIONS SET FORTH HEREIN WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of clause 39 may not apply to Purchaser.

Disclaimers

40. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO THE MAXIMUM EXTENT THAT THIS DISCLAIMER APPLIES TO PURCHASER AND EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN WRITING BY THE COMPANY: (A) THE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, AND THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND/OR WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET PURCHASER'S REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND (C) THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

41. The Company does not make or purport to make, and hereby disclaims, any representation warranty undertaking or covenant in any form whatsoever to Purchaser and to any entity or person.

42. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in clause 41 may not apply to Purchaser.

43. Neither these Terms nor the Whitepaper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. Tokens should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future re-sale.

44. No regulatory authority has examined or approved of any of the information set out in these Terms and/or the Whitepaper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these Terms and/or the Whitepaper does not imply that applicable laws, regulatory requirements or rules have been complied with.

Dispute Resolution. Arbitration

45. PLEASE READ THE FOLLOWING CLAUSES CAREFULLY BECAUSE THEY CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT PURCHASER'S LEGAL RIGHTS. THIS SECTION REQUIRES PURCHASER TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH PURCHASER CAN SEEK RELIEF FROM THE COMPANY AND THE COMPANY PARTIES.

46. **Binding Arbitration.** Except for any disputes, Claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Purchaser or the Company seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, Purchaser and the Company (i) save as expressly provided herein, waive Purchaser's respective rights to have any and all Disputes arising from or related to these Terms resolved in any court, and (ii) waive Purchaser's respective rights to a jury trial. Instead, Purchaser and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court) as provided in these Terms.

47. **No Class Arbitrations. Class Actions or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to Purchaser and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

48. **Gibraltar Arbitration Act.** The enforceability of clauses 46 to 52 (inclusive) (*Dispute Resolution. Arbitration*) will be both substantively and procedurally governed by and construed and enforced in accordance with the Gibraltar Arbitration Act 1895, to the maximum extent permitted by applicable law.

49. **Notice; Informal Dispute Resolution.** Each Party will notify the other in writing of any Dispute within thirty (30) days of the date it arises, so that the other Party may attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at concierge@blockex.com. Notice to Purchaser shall be either posted on the Company's website or, if available, will be sent by email to any email address Purchaser provide the Company during the Token Sale. Purchaser's notice must include (i) Purchaser's name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that Purchaser are seeking. If Purchaser and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable party, then either Purchaser or the Company may, as appropriate and in accordance with clauses 46 to 52 (inclusive) (*Dispute Resolution. Arbitration*), commence an arbitration proceeding or, to the extent specifically provided for in clauses 46 to 52 (inclusive) (*Dispute Resolution. Arbitration*), file a claim in court.

50. **Process.** Any arbitration will occur in Gibraltar and will be in the English language. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the Gibraltar Arbitration Act, which is hereby incorporated by reference. The courts of competent jurisdiction located in Gibraltar will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision or award. **Authority of Arbitrator.** Subject to the Gibraltar Arbitration Act and these Terms, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is expressly prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Governing Law and Jurisdiction

51. These Terms will be governed by and construed and enforced in accordance with the laws of Gibraltar, without regard to conflict of law rules that would cause the application of the laws rules or principles of any other jurisdiction. Any Dispute between the Parties arising out of or relating to these Terms or its subject matter or formation (including non-contractual Disputes or claims) that is not subject to arbitration will be resolved exclusively in the courts of Gibraltar.

Severability

52. If any term clause or provision of these Terms or any part of any term, clause or provision of these Terms is held unlawful void or unenforceable or becomes invalid or illegal it shall be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

53. If any term clause or provision of these Terms or any part of any term, clause or provision of these Terms is held unlawful void or unenforceable or becomes invalid or illegal it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under these Terms shall not affect the validity and enforceability of the rest of the Terms.

Data Protection.

54. As part of the White-Listing Process, the Company may request certain information from Purchaser, such as Purchaser's User Credentials and additional user information, as well as additional information in order to verify Purchaser's identity. This may require the Company to request documents to include, but not be limited to, certified copies of documents verifying: (i) Purchaser's identity; (ii) Purchaser's address; (iii) the source of Purchaser's wealth; (iv) the source of funds used for the purposes of acquiring Tokens; and (v) any other documents or data from which Purchaser can be identified. Purchaser's User Credentials, additional user information as well as the items referred to in sub-paragraphs (i) to (v) of this clause 56 shall hereinafter be referred to as Purchaser's "**Personal Data**".

55. The Company will not disclose Purchaser's Personal Data except as expressly permitted under these Terms and otherwise only with Purchaser prior consent. However, the Company may be required to disclose Purchaser's Personal Data and/or certain other information about Purchaser to relevant competent authorities to the extent required by law or by an Order of a Court or competent authority. By accepting these Terms, Purchaser expressly agrees and consent to Purchaser's Personal Data being disclosed to such third parties to any extent required for the purposes of compliance with applicable law.

56. The Company will process Purchaser's Personal Data in accordance with the Data Protection Act 2004, as may be amended (the " **Data Protection Act**"), and Purchaser agrees that the Company, as the data controller, may directly or through the Company's service providers or agents process Purchaser 's Personal Data for any one or more of the following purposes:

(a) the purchase of the Tokens pursuant to these Terms;
(b) providing Purchaser with information about the Company and its products and range of services;
(c) compliance with relevant 'Know Purchaser's Client' and Anti-Money Laundering requirements under applicable law;
(d) management of enquiries and complaints;
(e) processing of transactions related to the Token Sale;
(f) opening, maintaining or operating a bank account in the Company's name;
(g) subject to clauses 56 to 61 (inclusive) (*Data Protection*), resolving any disputes with Purchaser;
(h) producing summary information for statistical, regulatory and audit purposes; or
(i) any other reasonable purposes in accordance with applicable law.

57. Under the Data Protection Act Purchaser have a right to access Purchaser's Personal Data held by the Company, and it is Purchaser' responsibility to inform the Company of any changes to Purchaser's Personal Data to ensure such data remains accurate. Purchaser also have a right to object to Purchaser's Personal Data being processed for the purposes of direct marketing. Purchaser agrees to provide a written request to the Company should Purchaser wish to enforce these rights.

58. Purchaser agrees that the Company may, for the purposes set out in clause 58, permit the transfer of Purchaser's Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these Terms Purchaser are authorizing and expressly consent to the processing of Purchaser's Personal Data by the Company, its agents and/or its service providers, provided that where Purchaser's Personal Data is processes by entities other than the Company, its agents or its service providers, the Company shall seek Purchaser's prior written consent in respect of such processing.

59. Purchaser acknowledges, accept and understand that these Terms, insofar as they relate to the controlling and processing of Purchaser's Personal Data by the Company and/or its agents or service providers are only relevant to the processing of Purchaser's Personal Data for the purposes set out in clause 58, and that Purchaser may be requested to sign and/or agrees to a separate and additional Agreement and/or additional terms and conditions (any of these a "Supplementary Agreement " and together "Supplementary Agreement (s)") in order to access any future Platform or service or application and/or use the Tokens and/or provide or receive the Token Utility or otherwise use and interact with the Platform. Such Supplementary Agreement (s) will govern the Terms under which Purchaser's Personal Data is collected, stored and processed (as well as Purchaser's individual rights under applicable data protection laws) in connection with Purchaser's use of the Platform and/or the Tokens.

Miscellaneous

60. These Terms and the Available Information constitute the entire Agreement between Purchaser and the Company relating to Purchaser's purchase of Tokens from the Company. In the event of any conflict between these Terms and the Available Information, these Terms will prevail.

61. The Company may make changes to these Terms from time to time (including during the Token Sale) as reasonably required to comply with applicable law or regulation. If the Company makes such changes, it will post the amended Terms at the following website: www.daxt.io. It shall be Purchaser's obligation to ensure Purchaser are aware of the latest version of these Terms during the Token Sale. The amended Terms will be effective immediately.

62. The Company may assign its rights and obligations under these Terms without Purchaser's consent.

63. The Company's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The Company will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond the Company's reasonable control.

64. Purchasing Tokens from the Company does not create any form of partnership, joint venture or any other similar relationship between Purchaser and the Company.

65. Except as otherwise provided herein, these Terms are intended solely for the benefit of Purchaser and the Company and are not intended to confer third-party beneficiary rights upon any other person or entity.

66. Purchaser agrees and acknowledges that all Agreement s, notices, disclosures, and other communications that the Company provides to Purchaser, including these Terms, will be provided in electronic form.

67. Purchaser and the Company acknowledges that, in accepting these Terms, neither Purchaser nor the Company do so on the basis of, and do not rely on, any representation, warranty or other provision except as expressly provided therein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

* * * * *

Schedule 1

(Risks relating purchasing, holding, selling and/or using Tokens)

Important Note: Purchaser should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms before deciding to participate in the Token Sale. To the best of the Company's knowledge and belief, all risk factors which are material to Purchaser in making an informed judgment to participate in the Token Sale have been set out below. If any of the following considerations, uncertainties or material risks develops into actual events, the business, financial position and/or results of operations of the Company and the maintenance and level of usage of the Tokens could be materially and adversely affected. In such cases, the trading price of Tokens (in the case where they are listed on an exchange or market (regulated, unregulated, primary, secondary or otherwise)) could decline due to any of these considerations, uncertainties or material risks, and Purchaser may lose all or part of Purchaser's Tokens or the economic value thereof.

Important Note: As set out in these Terms, the Tokens are not being structured or sold as Securities securities Financial Instruments financial instruments or any other form of investment product. Accordingly, none of the information presented in these Terms (including this Schedule 1) is intended to form the basis for any investment decision, and no specific recommendations are made or intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in these Terms or in the Available Information, (ii) any error, omission or inaccuracy in any such information, or (iii) any action resulting from such information.

By purchasing, holding and using Tokens, Purchaser expressly acknowledges understand and assume the following risks:

Risk of Losing Access to Tokens Due to Loss of Private Key(s)

1. A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in Purchaser's digital wallet or vault. Accordingly, loss of requisite private key(s) associated with Purchaser's digital wallet or vault storing Tokens may result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service Purchaser use, may be able to misappropriate Purchaser's Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault Purchaser choose to receive and store Tokens, including Purchaser's own failure to properly maintain or use such digital wallet or vault, may also result in the loss of Purchaser's Tokens. Additionally, Purchaser's failure to precisely follow the procedures set forth in for buying and receiving Tokens, including, for instance, if Purchaser provide an incorrect Token Receipt Address, or provides an address that is not ERC-20 compatible, may result in the loss of Purchaser's Tokens.

Risks Associated with the Ethereum Protocol

2. Because Tokens and the Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Platform or Tokens and their value. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the Platform by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. Smart contract concepts, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating Tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, amongst other things, the complete loss of Payment Currency contributions and/or Tokens.

Risk of Mining Attacks

3. As with other decentralized cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners in the course of validating Token transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Platform and the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens. Purchaser understand and accept that the network of miners will ultimately be in control of the delivery of the tokens via the smart contract mechanism, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the smart contract mechanism, and that such a scenario could lead to the Tokens losing intrinsic value and/or functionality.

Risk of Hacking and Security Weaknesses

4. Hackers or other malicious groups or organizations may attempt to interfere with the Platform or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Platform is based on open-source software, there is a risk that a third party or a member of the Company's team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Platform and the Tokens and their value including the Token Utility.

Risks Associated with Markets for Tokens

5. The Tokens are intended to be used solely on the Platform and the Company may not enable or otherwise facilitate any secondary trading or external valuation of Tokens. This may restrict the contemplated avenues for using Tokens to the provision or receipt of the Token Utility, and could therefore create illiquidity risk with respect to any Tokens Purchaser own. Even if secondary trading of Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero. If Purchaser are purchasing the Tokens as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, Purchaser assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the Tokens are not offered by the Company or its affiliates on an investment or speculative basis. Purchaser further acknowledges that any funds Purchaser consider to be invested in the Company, the Platform or the Tokens will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not, for instance be guaranteed by the Gibraltar Deposit Guarantee Scheme, the Gibraltar Investor Compensation Scheme, and is unlikely to be protected by any equivalent scheme in a jurisdiction outside of Gibraltar. Risks Associated with Uncertain Regulations and Enforcement Actions
6. Blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the smart contract implemented in the Token Sale and which may, inter alia, result in substantial modifications to the smart contract and/or the Platform and/or the Token Utility, including its termination and the loss of Purchaser's Tokens. Additionally, regulation of the business of the Company may be uncertain in various jurisdictions owing to the potential crossovers between the treatment of the business of the Company across financial services and blockchain technology laws and regulations. It is not known what regulatory framework the proposed Platform or Token Utility and associated applications will be caught by, the nature and obligations that will be imposed on Company in order to comply with any such regulatory framework or when/if Company will even be able to apply to be regulated so that it may lawfully carry out its proposed business activities.

Risk of Uninsured Losses

7. Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless Purchaser specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by the Company, to offer any recourse whatsoever to Purchaser.

Risks Associated with Uncertain Regulations and Enforcement Actions

8. The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Platform and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Platform and the Tokens. Regulatory actions could negatively impact the Platform and the Tokens in various ways, including, for purposes of illustration only, through a determination that Tokens are a regulated financial instrument that require registration or licensing. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Risks Arising from Taxation

9. The tax characterization of Tokens is uncertain. Purchaser must seek Purchaser's own tax advice in connection with purchasing, holding and utilizing Tokens, which may result in adverse tax consequences to Purchaser, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

Risk of Alternative Networks

10. It is possible that alternative networks could be established in an attempt to facilitate services that are materially similar to the Token Utility. The Platform may compete with these alternative networks, which could negatively impact the Platform the Token Utility and/or Tokens and their respective value.

Risk of Insufficient Interest in the Platform or Distributed Applications

11. It is possible that the Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the Platform) more generally. Such lack of use or interest could negatively impact the development of the Platform and therefore the potential utility of Tokens. including the Token Utility. The creation and issue of the Tokens and the development of the Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). Purchaser therefore understand and accept that there is no warranty or assurance that, even if the Platform is partially or fully developed and launched, Purchaser will receive any benefits through the Tokens that Purchaser hold.

Risks Associated with the Development and Maintenance of the Platform

12. The Platform is yet to be developed and may undergo significant changes over time during its development. Although the Company intends for the Tokens and Platform to follow the specifications set forth in the White Paper, and will take commercially reasonable steps toward those ends (subject to internal business description), the Company may have to make changes to the specifications of the Tokens or Platform for any number of legitimate reasons. This could create the risk that the Tokens or Platform, as further developed and maintained, may not meet Purchaser's expectations at the time of purchase. Furthermore, despite the Company's good faith efforts to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and Tokens and their value.

Risk of an Unfavorable Fluctuation of Ethereum and Other Currency Value

13. The Company intends to use the proceeds from selling Tokens to fund, amongst other things, the maintenance and development of the Platform, as described in the White Paper. The proceeds of the sale of Tokens will be denominated in the Payment Currency, and may be converted into other cryptographic and fiat currencies. In addition, some pre-sales of the Tokens may also be denominated in fiat currencies. If the value of the Payment Currency or other currencies fluctuates unfavourably during or after the Sale Period, the Company may not be able to fund development, or may not be able to maintain the Platform in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of ETH including uncertainties created by the lack of resolution to the bitcoin scaling debate, the possibility of another so-called "Hard Fork" of bitcoin if one of the competing camps in the scaling debate decides to force the issue; another DAO-like attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

Risk of Hard Fork

14. The Platform will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to the Token may be required (hard-fork of Token) and if Purchaser decide not to participate in such upgrade, Purchaser may no longer be able to use Purchaser's Tokens and any non-upgraded Tokens may lose their functionality in full.

Risk of Dissolution of the Company or Platform

15. It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of the Payment Currency (or other cryptographic and fiat currencies), decrease in the Tokens' utility due to negative adoption of the Platform, the failure of commercial relationships, or intellectual property ownership challenges, the Platform may no longer be viable to operate and the Company may dissolve.

Risks Arising from Lack of Governance Rights

16. Because Tokens confer no governance rights of any kind with respect to the Platform or Company or its corporate affiliates, all decisions involving the Platform or Company will be made by Company at its sole and absolute discretion, including, but not limited to, decisions to discontinue the Platform, to create and sell more Tokens for use in the Platform, or to sell or liquidate the Company. These decisions could adversely affect the Platform and the Tokens Purchaser hold (including their value).

Risks Involving Cloud Storage

17. If the Company decides to provide a decentralized cloud storage service to individual and institutional clients, including users and applications, the Token Utility is susceptible to a number of risks related to the storage of data in the cloud. The Token Utility may involve the storage of large amounts of sensitive and/or proprietary information, which may be compromised in the event of a cyber-attack or other malicious activity. Similarly, the Token Utility may be interrupted and files may become temporarily unavailable in the event of such an attack or malicious activity. Because users can use a variety of hardware and software that may interface with the Platform, there is the risk that the Token Utility may become unavailable or interrupted based on a failure of interoperability or an inability to integrate these third-party systems and devices that the Company does not control with the Company's Token Utility. The risk that the Token Utility may face increasing interruptions and the Platform may face additional security vulnerabilities could adversely affect the Platform and therefore the future utility and value of any Tokens that Purchaser hold.

Unanticipated Risks

18. Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in these Terms, there are other risks associated with Purchaser's purchase, holding and use of Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Schedule 1.

Risks identified in the White Paper

19. There are several other risks which have been identified and which are set out in the White Paper (in particular in the 'Legal Considerations, Risks and Disclaimer' section of the White Paper) (the "**Risks Identified in the White Paper**"). The Risks Identified in the White Paper are deemed to be incorporated by reference into these Terms and Purchaser are strongly urged to review and consider the Risks Identified in the White Paper as well as the risks set out above.

* * * * *

Exhibit 10.4

This STOCK PURCHASE AGREEMENT (the "***Agreement***") is made as of February 19, 2018, 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 ("***BII***") and LegatumX, Inc. (" ***LegatumX***"), a Delaware corporation (each a Party", and collectively, the "***Parties***").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purchase and Sale of Stock. Subject to the terms and conditions hereof (including Sections 2, 8 and 9 below), LegatumX shall sell to BII, and BII shall purchase from LegatumX [•] shares of LegatumX's common stock, par value $0.0001 per share, (the "***Initial Shares***") at a price of [•] per share for an aggregate purchase price of One Million Three Hundred Thousand (USD $1,300,000) Dollars (the "***Purchase Price***"). The Initial Shares shall equal, on a Fully- Diluted Basis (as hereinafter defined), Thirty (30%) percent of the outstanding capital stock of LegatumX immediately following the Closing Date (as hereinafter defined). "***Fully-Diluted Basis***" means the aggregate number of shares in LegatumX calculated as if all outstanding stock options, warrants and convertible securities have been exercised for or converted into common stock and all options reserved for issuance in the option pool have been issued and exercised for common stock. ****[NTD: The Purchase Price, and the corresponding number of Initial Shares, presumably, will correspond to a total ascribed value of LegatumX equal to USD $4,333,333.33].**

2. Consideration and Issuance of LegatumX Shares. The Purchase Price shall consist of Cash Consideration and Stock Consideration, respectively, each as hereinafter defined**.**

a. Cash Consideration. The payments ("***Cash Consideration***") to be made by BII to Legatum, and the corresponding number of Initial Shares allocable thereto, shall be as follows:

Amount	Payment Date	# of Initial Shares	Percentage of Total Equity (computed on a Fully-Diluted Basis)
USD $100,000	Closing Date	[•]	20%
USD $200,000	90 Days Following Closing	[•]	5%

b. Stock Consideration. LegatumX shall receive One Hundred Thousand (100,000) shares of common stock of BII (the "***BII Stock***") in exchange for such number of Initial Shares equal to Five (5%) percent of the outstanding capital stock LegatumX on a Fully- Diluted Basis.

c. Earnout Adjustment. The Parties acknowledge that BII anticipates filing with the Securities Exchange Commission (" ***SEC***") a Form 10 for the registration of the common stock of BII pursuant to Section 12(b) of the Exchange Act (the "***Registration Statement***"). BII shall use its commercially reasonable efforts to have the Registration Statement declared effective by the SEC on or before December 31, 2018 (the "***Registration Deadline***"). During the one-year period beginning on the date that the Registration Statement is declared effective by the SEC and ending on the one-year anniversary thereof (the "***Earnout Period***"), BII and LegatumX shall cooperate with each other, in good faith, in order to determine a mutually-agreeable manner and timing for LegatumX to sell the BII Stock (the "***Earnout Period Sales***"). If LegatumX realizes gross proceeds on the Earnout Period Sales equal to or exceeding Two Million Three Hundred Thousand (USD $2,300,000) Dollars, BII shall receive additional shares of LegatumX's common stock equal to Five (5%) percent of the outstanding capital stock LegatumX on a Fully- Diluted Basis (the "***Lower Threshold Earnout Shares***"). Alternatively, if LegatumX realizes gross proceeds on the Earnout Period Sales equal to or exceeding Ten Million One Hundred Thousand (USD $10,100,000) Dollars, BII shall receive additional shares of LegatumX's common stock equal to Ten (10%) percent of the outstanding capital stock LegatumX on a Fully- Diluted Basis (the "***Higher Threshold Earnout Shares***", and together with the Lower Threshold Earnout Shares, the "***Earnout Shares***").

d. Mandatory Loan. If, as of the Registration Deadline, BII does not have an effective Registration Statement, reasonably promptly thereafter, BII shall make a cash advance, or series of cash advances, to LegatumX in the amount of One Million (USD $1,000,000) Dollars (the "***Mandatory Loan***"). The Mandatory Loan shall be secured by a first lien priority security interest in all of the BII Stock and shall bear no interest. The Mandatory Loan shall become immediately due and payable upon the earlier to occur of (i) the date the Registration Statement is declared effective by the SEC (the "***Registration Effective Date***") or (ii) the sale or issuance by LegatumX of New Securities (as defined in Section 8 below) for cash in a single transaction or series of transaction resulting in gross proceeds equal to or in excess of Five Million (USD $5,000,000) Dollars (a "***Qualified Capital Raise***"). In the event that a Qualified Capital Raise shall precede and occur prior to the Registration Effective Date, LegatumX repay the full amount of the Mandatory Loan from the proceeds of the Qualified Capital Raise. Upon the Registration Effective Date, LegatumX shall repay the Mandatory Loan if and in such amount as the Mandatory Loan shall remain outstanding and unpaid, and the provisions of Section 2.c. above automatically shall apply with respect to the sale of BII Stock by LegatumX or an affiliate.

3. Closing. The consummation of the transactions contemplated by this Agreement is herein referred to as the " ***Closing***", and the date on which the Closing occurs is herein referred to as the "***Closing Date***." The Closing shall take place via the electronic exchange of documents and signatures at such other time and place as the BII and LegatumX may mutually agree. At the Closing, LegatumX shall deliver to BII a certificate representing the Initial Shares against payment by BII of the Cash Consideration by check or wire transfer and delivery by BII of a certificate representing the BII Stock to LegatumX.

4. Optional Loan Agreement. In consideration of LegatumX entering into this Agreement (and not in consideration of any purchase of the Initial Shares or with respect to the Earnout Shares), LegatumX shall have the option to obtain a loan from BII in the principal amount of up to Five Hundred Thousand (USD $500,000) Dollars (the "***Optional Loan***") during the second calendar quarter of 2019. The Optional Loan shall be evidenced by a promissory note, subject to a commercially reasonable rate of interest, as mutually agreed upon by the Parties, and secured by a pledge of the BII Stock. The Optional Loan term and maturity schedule shall be determined in the discretion of BII, and the Optional Loan shall be subject to such other terms and conditions as LegatumX and BII set forth in writing (the "***Loan Agreement***"). The Parties shall enter into an "***Optional Loan Agreement***", and the full amount of the Optional Loan shall be transferred to LegatumX, within a commercially reasonable amount of time after written notice requesting the Optional Loan is provided by LegatumX to BII. For the avoidance of doubt, LegatumX shall have no obligation to accept the Optional Loan.

5. Representations and Warranties of LegatumX: LegatumX hereby represents and warrants to BII as follows:

a. Organization, Standing and Authority; Execution and Delivery; Enforceability . LegatumX is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. LegatumX has all requisite power and authority to enter into this Agreement and the other documents in order to effectuate the transactions contemplated by this Agreement. All acts and other proceedings required to be taken by LegatumX to authorize the execution, delivery and performance of this Agreement and the other transaction documents contemplated hereby and thereby have been duly and properly taken. This Agreement has been duly executed and delivered by LegatumX and, prior to Closing, LegatumX will have duly executed and delivered each other transaction document. This Agreement constitutes a legal, valid and binding obligation of LegatumX enforceable against such person in accordance with its terms.

b. No Conflicts; Consents; No Default . The execution, delivery and performance by LegatumX of this Agreement, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (i) conflict with or result in a violation or breach of any provision of the organizational documents of LegatumX; (b) conflict with or result in a violation or breach of any provision of any material law or governmental order applicable to LegatumX; (c) require the consent, notice or other action by any person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel, any material contract; or (d) result in the creation or imposition of any encumbrance on any properties or assets of LegatumX. No consent, approval, permit, governmental order, declaration or filing with, or notice to, any governmental authority is required by or with respect to LegatumX in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

c. Capitalization. The authorized capital stock of the LegatumX, immediately prior to the Closing, consists of [•] shares of Common Stock, [•] shares of which are issued and outstanding.

d. Bonus Plan. Under the LegatumX's 20 Equity Incentive Plan (the " ***Plan***"), (i) no shares have been issued pursuant to restricted stock purchase agreements and/or the exercise of outstanding options, (ii) no options have been granted and are currently outstanding and (iii) **[•]** shares of Common Stock remain available for future issuance to officers, directors, employees and consultants of the Company. LegatumX has not made any representations regarding equity incentives to any officer, employee, director or consultant that are inconsistent with the share amounts and terms set forth in the Company's board minutes.

e. Outstanding Stock. Other than the shares reserved for issuance under the Plan and except as may be granted pursuant to this Agreement, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal), proxy or stockholder agreements or agreements of any kind for the purchase or acquisition from LegatumX of any of its securities.

f. All issued and outstanding shares of the LegatumX's common stock (i) have been duly authorized and validly issued and are fully paid and nonassessable and (ii) were issued in compliance with all applicable state and federal laws concerning the issuance of securities.

g. All outstanding shares of common stock, and all shares of common stock issuable upon the exercise or conversion of outstanding options, warrants or other exercisable or convertible securities are subject to a market standoff or "lockup" agreement of not less than 180 days following the LegatumX's initial public offering.

h. Liabilities. LegatumX has no material liabilities and, to the best of its knowledge no material contingent liabilities, except current liabilities incurred in the ordinary course of business that have not been, either in any individual case or in the aggregate, materially adverse.

i. Intellectual Property.

(i) LegatumX is, and shall remain in perpetuity, the sole owner of any and all work product created by any of its employees, officers, or consultants, and of all rights it has in all creative and copyrightable material created by it, trademarks, service marks and other intellectual property as they may exist or may hereafter be modified by LegatumX (collectively referred to as "***LegatumX IP***"). BII acknowledges that any use of LegatumX IP inures to the benefit of LegatumX, including any goodwill, and that BII will not acquire any ownership in LegatumX IP as a result of this, or any future, Agreement. BII agrees, for itself and its officers, directors, shareholders, employees, agents and representatives, that all LegatumX IP shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of LegatumX. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the term of this Agreement and may be enforced by injunctive relief or other equitable or legal remedies without the necessity of proving inadequacy of legal remedies and without proving that LegatumX or any of its respective officers, directors, shareholders, employees, agents and representatives would suffer irreparable harm as a result of a violation of such confidentiality obligation.

(ii) LegatumX owns or possesses sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information and other proprietary rights and processes necessary for its business as now conducted and as presently proposed to be conducted, without any known infringement of the rights of others. There are no outstanding options, licenses or agreements of any kind relating to the foregoing proprietary rights, nor is LegatumX bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information and other proprietary rights and processes of any other person or entity other than such licenses or agreements arising from the purchase of "off the shelf" or standard products.

(iii) LegatumX has not received any communications alleging that LegatumX has violated or, by conducting its business as presently proposed to be conducted, would violate any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity.

(iv) LegatumX is not aware that any of its employees are obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with their duties to LegatumX or that would conflict with LegatumX's business as proposed to be conducted. Each former and current employee, officer and consultant of LegatumX has executed a proprietary information and inventions agreement. No former or current employee, officer or consultant of LegatumX has excluded works or inventions made prior to his or her employment with LegatumX from his or her assignment of inventions pursuant to such employee, officer or consultant's proprietary information and inventions agreement. LegatumX does not believe it is or will be necessary to utilize any inventions, trade secrets or proprietary information of any of its employees made prior to their employment by LegatumX, except for inventions, trade secrets or proprietary information that have been assigned to LegatumX.

j. Full Disclosure. LegatumX has provided BII with all information requested by BII in connection with its decision to enter into this Agreement. Neither this Agreement, the exhibits hereto nor any related agreements contain any untrue statement of a material fact nor, to the LegatumX's knowledge, omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

k. Qualified Small Business. LegatumX represents and warrants to BII that, to the best of its knowledge, LegatumX is a "qualified small business" within the meaning of Section 1202(d) of the Internal Revenue Code, as amended (the "***Code***"), as of the date hereof and the Initial Shares should qualify as "qualified small business stock" as defined in Section 1202(c) of the Code as of the date hereof.

l. Shareholder Lists. Schedule [•] contains true and complete copies of the shareholder list of LegatumX including the following information with respect to each shareholder of LegatumX ("***Shareholder***"):

(i) the name and the mailing address of such Shareholder as reflected on the corporate records of the Company;

(ii) the number of shares of stock of LegatumX held by each suchShareholder; and

(iii) such Shareholder's proportionate share of the total equity capital of LegatumX.

6. Representations and Warranties of BII: BII hereby represents and warrants to LegatumX as follows:

a. Requisite Power and Authority. BII has all necessary power and authority to execute and deliver this Agreement. All action on BII's part required for the lawful execution and delivery of this Agreement has been taken. Upon its execution and delivery, this Agreement will be valid and binding obligations of BII, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights.

b. Investment Representations. BII understands that the Initial Shares and the Earnout Shares have been registered under the Securities Act. BII also understands that the Initial Shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act.

c. All issued and outstanding shares of BII's common stock (i) have been duly authorized and validly issued and are fully paid and nonassessable and (ii) were issued in compliance with all applicable state and federal laws concerning the issuance of securities.

d. Full Disclosure. BII has provided LegatumX with all information requested by LegatumX in connection with its decision to enter into this Agreement. Neither this Agreement, the exhibits hereto nor any related agreements contain any untrue statement of a material fact nor, to the BII's knowledge, omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

7. Board Composition: Prior to the completion of a "***Qualified Financing***" (as hereinafter defined), the board of directors of LegatumX shall be set and remain at Three (3) directors. BII will have the right (the "***Designation Right***") to elect at any meeting of shareholders of LegatumX at which directors are to be elected, designated and appointed one (1) member of the board of directors. The parties acknowledge and agree that One (1) member of the board of directors (the "***Independent Director***") shall have no material relationship with either LegatumX or BII. The Independent Director shall be designated by the mutual agreement of BII and LegatumX. BII shall have no Designation Right following the completion of a Qualified Financing. A "***Qualified Financing***" means the sale or issuance by LegatumX of New Securities (as defined in Section 8 below) for cash in a single transaction or series of transactions resulting in gross proceeds equal to or in excess of $100 million.

8. Anti-Dilution Protection. If BII shall, at any time or from time to time after the Closing Date, but on or before the completion of a Qualified Financing, issue or sell, agree to issue or sell, or be deemed to have issued or sold, any New Securities (as hereinafter defined), where the price per share paid upon purchase or exercise is, or resultant upon conversion into common stock of Legatum (taking into account any and all warrants or other securities and other consideration issued in connection therewith when determining the value of such price per share) would be, less than the Purchase Price, then as a condition precedent to any such issuance or sale (or deemed issuance or sale), LegatumX shall be required to issue to BII additional shares of common stock (the "***Adjustment Shares***") to maintain BII's ownership attributable to both (i) the Initial Shares at Thirty (30%) Percent of LegatumX's total capital stock on a Fully-Diluted Basis and (ii) the Lower Threshold Earnout Shares, if applicable, at Five (5%) Percent of LegatumX's total capital stock on a Fully-Diluted Basis, or alternatively the Higher Threshold Earnout Shares, if applicable, at Ten (10%) Percent of LegatumX's total capital stock on a Fully-Diluted Basis. "***New Securities***" means shares of the common stock of LegatumX, any other securities, options, warrants or other rights where upon exercise or conversion the purchaser or recipient receives shares of common stock, or other securities with similar rights to the common stock. Within thirty (30) days of the sale or issuance of any such New Securities, LegatumX shall deliver to BII certificates evidencing any Adjustment Shares BII is entitled to hereunder.

9. Most Favored Nation. Prior to the issuance of any New Securities in an offering (" ***New Offering***"), LegatumX shall provide BII with a notice (the "***MFN Notice***") which shall include a copy of the offering documentation provided by LegatumX to solicit investment in the New Offering. The MFN Notice shall also describe in reasonable detail the procedures affording BII the right ("***Anti-Dilution Right***") to participate in the New Offering on substantially similar terms with respect to the average price per share of common stock that an investor pays assuming the full conversion or exercise of warrants or similar rights that are issued in the New Offering. BII may exercise its Anti-Dilution Right by providing a notice to such effect to LegatumX on or prior to the date that is thirty (30) days after the date that BII received the MFN Notice. For avoidance of doubt, the Anti-Dilution Right shall terminate on the date that is the earlier of the date that the BII does not duly and timely exercise its Anti-Dilution Right as described in this Section 9 or upon the completion of a Qualified Financing.

10. Conditions to Closing.

a. Bringdown Certificate of LegatumX. A certificate in the Form attached hereto as Exhibit **[•]**, duly executed by an authorized officer of LegatumX as of the Closing Date, in each case to the effect that the conditions set forth in Section 5 have been satisfied.

b. Bringdown Certificate of BII. A certificate in the Form attached hereto as Exhibit **[•]**, duly executed by an authorized officer of BII as of the Closing Date, in each case to the effect that the conditions set forth in Section 6 have been satisfied.

c. Legal Investment. On the Closing Date, the sale and issuance of the Common Stock shall be legally permitted by all laws and regulations to which LegatumX is subject.

d. Secretary's Certificate. BII shall have received from the LegatumX's Secretary a certificate in the form attached hereto as Exhibit [•] and having attached thereto (i) the certificate of incorporation of LegatumX as in effect at the time of the Closing, (ii) Leguatum's by-laws as in effect at the time of the Closing, (iii) resolutions approved by the board of directors of LegatumX authorizing the transactions contemplated hereby, (iv) resolutions approved by LegatumX's stockholders authorizing the filing of the restated certificate of incorporation and (v) good standing certificates with respect to LegatumX dated a recent date before the Closing.

e. Consents, Permits, and Waivers. LegatumX shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by the Agreement and related agreements except for such as may be properly obtained subsequent to the Closing.

f. Fiduciary Duties. An agreement in the Form attached hereto as Exhibit **[•]** shall be executed by each of the Shareholders and BII as of the Closing Date, pursuant to which each of the Shareholders shall agree to adhere to fiduciary duty standards, including the duties of loyalty and care, with respect to BII and to avoid conflicts of interest and engaging in any activity that is directly competitive with the business of BII.

11. Survival. The representations, warranties, covenants and agreements made herein shall survive the closing of the transactions contemplated hereby. The representations, warranties, covenants and obligations of either Party, and the rights and remedies that may be exercised by the other Party, shall not be limited or otherwise affected by or as a result of any information furnished to, or any investigation made by or knowledge of, either Party or any of its representatives.

12. Notice. Any notice required by the terms of this Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid or (iii) deposit with Federal Express Corporation, with shipping charges prepaid. All communications to BII shall be sent to BII at its principal business address set forth above or at such other address as BII may designate by 10 days' advance written notice to LegatumX. Notice shall be addressed to LegatumX at the address provided in the signature page to this Agreement.

13. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto with regard to the subject matter hereof. It supersedes any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

14. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, as such laws are applied to contracts entered into and performed in such State.

15. Specific Enforcement. The parties hereto acknowledge that money damages would not be an adequate remedy at law if any party fails to perform in any material respect any of its obligations hereunder, and accordingly agree that each party, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to seek to compel specific performance of the obligations of the other party under this Agreement, without the posting of any bond, in accordance with the terms and conditions of this Agreement in any court of the United States or any State thereof having jurisdiction, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law. Notwithstanding anything herein to the contrary, Legatum and BII acknowledge and agree that no specific enforcement shall be available hereunder with respect to any claim against BII arising under or related to Section 4 hereof, the Loan and/or the Loan Agreement.

16. Counterparts and Signatures. This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original and all of which when taken together shall be deemed to be one and the same instrument. Facsimile or electronic signatures shall have the same meaning and legal effect as ribbon original signatures.

The parties hereto have executed this STOCK PURCHASE AGREEMENT as of the date set forth in the first paragraph hereof.

LEGATUMX,INC:

By: /s/ James Knippel
Name: James Knippel

Title: CEO

Address:

BLOCKCHAIN INDUSTRIES, INC.:

By: /s/ Patrick Moynihan
Name: Patrick Moynihan

Title: CEO

Exhibit 10.5 (i)

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***ACT***"), OR UNDER THE SECURITIES LAWS OF ANY STATES IN THE UNITED STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

PROMISSORY NOTE

Note Series: 2017C

Date of Note: January 17, 2018

Principal Amount of Note: $1,500,000

For value received **AUTOLOTTO, INC.**, a Delaware corporation (the "***Company***"), promises to pay to the undersigned holder or such party's assigns (the "***Holder***") the following:

(a) The principal amount set forth above), ***and:***

(i) Simple interest on the principal amount at the rate of 1% (One Percent) per annum. Interest shall commence on the date hereof and shall continue on the outstanding principal amount until paid in full or converted. Interest shall be computed on the basis of a year of 365 days for the actual number of days elapsed***.***

All unpaid principal payments and interest payments shall be due and payable, upon the first occurrence of any of the following events (" ***Qualified Financing***"):

(i) The first closing by the Company, or any of its wholly-owned subsidiaries, of an Initial Coin Offering (the "***ICO***") that results in net proceeds to the Company, or its wholly-owned subsidiaries, in an amount which is no less than Twenty Million Dollars ($20,000,000); ***or***

(ii) the Company's issuance and sale of shares of its equity securities (" ***Equity Securities***") to investors (the "***Investors***"), (excluding the conversion and/or issuance of any note, or other convertible securities issued for capital raising purposes (*e.g.*, Simple Agreements for Future Equity)), in an amount which is no less than Twenty Million Dollars ($20,000,000) (the "***Series B Financing***")

In the event that a Qualified Financing does not take place, the unpaid principal and interest payments shall convert to Equity Securities as indicated in Section 2 below.

The date of the first occurrence of any of the following will constitute the maturity date: 1) Qualified Financing, or 2) Conversion Date (" ***Maturity Date***").

1. BASIC TERMS.

(a) Payments. All payments of principal and interest shall be in lawful money of the United States of America and shall be made pro rata among all Holders of Note Series 2017C. All payments shall be applied first to principal, and thereafter to interest.

(b) Prepayment. The Company may not prepay this Note prior to the Maturity Date without the consent of the Holder.

2. CONVERSION AND REPAYMENT.

(a) Conversion. In the event that the Company does not complete a Qualified Financing, then the outstanding principal amount of this Note and any unpaid accrued interest shall automatically convert in whole without any further action by the Holder into Equity Securities on the Second (2nd) Anniversary of the execution of this Note (the "***Conversion Date***"), at a conversion price equal to the quotient resulting from dividing Two Hundred Fifty Million Dollars ($250,000,000) by the number of outstanding shares of common stock of the Company immediately prior to the Conversion Date (assuming conversion of all preferred classes of shares and of all securities convertible into common stock and exercise of all outstanding options and warrants, but excluding the shares of equity securities of the Company issuable upon the conversion of the Notes of Note Series 2017C).

(b) Change of Control. If the Company consummates a Change of Control (as defined below) while this Note remains outstanding, the Company shall repay the Holder in cash in an amount equal to the outstanding principal amount of this Note plus any unpaid accrued interest on the original principal. For purposes of this Note, a "***Change of Control***" means (i) a consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shares of capital stock of the Company immediately prior to such consolidation, merger or reorganization continue to represent a majority of the voting power of the surviving entity immediately after such consolidation, merger or reorganization; (ii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; or (iii) the sale or transfer of all or substantially all of the Company's assets, or the exclusive license of all or substantially all of the Company's material intellectual property; provided that a Change of Control shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor, indebtedness of the Company is cancelled or converted or a combination thereof. The Company shall give the Holder notice of a Change of Control not less than ten (10) days prior to the anticipated date of consummation of the Change of Control. Any repayment pursuant to this paragraph in connection with a Change of Control shall be subject to any required tax withholdings, and may be made by the Company (or any party to such Change of Control or its agent) following the Change of Control in connection with payment procedures established in connection with such Change of Control.

(c) Procedure for Conversion. In connection with any conversion of this Note into capital stock, the Holder shall surrender this Note to the Company and deliver to the Company any documentation reasonably required by the Company (including, in the case of a Qualified Financing, all financing documents executed by the Investors in connection with such Qualified Financing). The Company shall not be required to issue or deliver the capital stock into which this Note may convert until the Holder has surrendered this Note to the Company and delivered to the Company any such documentation. Upon the conversion of this Note into capital stock pursuant to the terms hereof, in lieu of any fractional shares to which the Holder would otherwise be entitled, the Company shall pay the Holder cash equal to such fraction multiplied by the price at which this Note converts.

(d) Interest Accrual. If a Change of Control or Qualified Financing is consummated, all interest on this Note shall be deemed to have stopped accruing as of a date selected by the Company that is up to ten (10) days prior to the signing of the definitive agreement for the Change of Control or Qualified Financing.

3. REPRESENTATIONS AND WARRANTIES.

(a) Representations and Warranties of the Company. The Company hereby represents and warrants to the Holder as of the date the first Note was issued as follows:

(i) Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the requisite corporate power to own and operate its properties and assets and to carry on its business as now conducted and as proposed to be conducted. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business (a "***Material Adverse Effect***").

(ii) Corporate Power. The Company has all requisite corporate power to issue this Note and to carry out and perform its obligations under this Note. The Company's Board of Directors (the "***Board***") has approved the issuance of this Note based upon a reasonable belief that the issuance of this Note is appropriate for the Company after reasonable inquiry concerning the Company's financing objectives and financial situation.

(iii) Authorization. The requisite corporate resolutions necessary for the issuance and delivery of this Note have been executed. This Note constitutes a valid and binding obligation of the Company enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors and, with respect to rights to indemnity, subject to federal and state securities laws. Any securities issued upon conversion of this Note (the "***Conversion Securities***"), when issued in compliance with the provisions of this Note, will be validly issued, fully paid, nonassessable, free of any liens or encumbrances and issued in compliance with all applicable federal and securities laws.

(iv) Personal Guarantee. The undersigned corporate officers, by affixing their signatures below, do hereby agree to assume personal responsibility to Holder in the event of default (as defined in Section 5 below) or noncompliance by the Company. The responsibility of the individual guarantors shall accrue for all obligations due to Holder under this Note and the applicable laws.

(v) Governmental Consents. To the best of its knowledge, the Company has obtained all consents, approvals, orders or authorizations of, or registrations, qualifications, designations, declarations or filings with, any governmental authority which may be required on the part of the Company in connection with issuance of this Note.

(vi) Compliance with Laws. To the best of its knowledge, the Company is not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties, which violation of which would have a Material Adverse Effect.

(vii) Compliance with Other Instruments. The Company is not in violation or default of any term of its certificate of incorporation or bylaws, or of any provision of any mortgage, indenture or contract to which it is a party and by which it is bound or of any judgment, decree, order or writ, other than such violation(s) that would not have a Material Adverse Effect.

(viii) No "Bad Actor" Disqualification. The Company has exercised reasonable care to determine whether any Company Covered Person (as defined below) is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii), as modified by Rules 506(d)(2) and (d)(3), under the Act ("***Disqualification Events***"). To the Company's knowledge, no Company Covered Person is subject to a Disqualification Event. The Company has complied, to the extent required, with any disclosure obligations under Rule 506(e) under the Act. For purposes of this Note, "***Company Covered Persons***" are those persons specified in Rule 506(d)(1) under the Act; provided, however, that Company Covered Persons do not include (a) any Holder, or (b) any person or entity that is deemed to be an affiliated issuer of the Company solely as a result of the relationship between the Company and any Holder.

(ix) Offering. Assuming the accuracy of the representations and warranties of the Holder contained in subsection (b) below, the offer, issue and sale of this Note and the Conversion Securities (collectively, the "***Securities***") are and will be exempt from the registration and prospectus delivery requirements of the Act, and have been registered or qualified (or are exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws.

(x) Use of Proceeds. The Company shall use the proceeds of this Note solely for the operations of its business, and not for any personal, family or household purpose.

(b) Representations and Warranties of the Holder. The Holder hereby represents and warrants to the Company as of the date hereof as follows:

(i) Purchase for Own Account. The Holder is acquiring the Securities solely for the Holder's own account and beneficial interest for investment and not for sale or with a view to distribution of the Securities or any part thereof, has no present intention of selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the same, and does not presently have reason to anticipate a change in such intention.

(ii) Information and Sophistication. Without lessening or obviating the representations and warranties of the Company set forth in subsection (a) above, the Holder hereby: (A) acknowledges that the Holder has received all the information the Holder has requested from the Company and the Holder considers necessary or appropriate for deciding whether to acquire the Securities, (B) represents that the Holder has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities and to obtain any additional information necessary to verify the accuracy of the information given the Holder and (C) further represents that the Holder has such knowledge and experience in financial and business matters that the Holder is capable of evaluating the merits and risk of this investment.

(iii) Ability to Bear Economic Risk. The Holder acknowledges that investment in the Securities involves a high degree of risk, and represents that the Holder is able, without materially impairing the Holder's financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of the Holder's investment.

(iv) Further Limitations on Disposition. Without in any way limiting the representations set forth above, the Holder further agrees not to make any disposition of all or any portion of the Securities unless and until:

(1) There is then in effect a registration statement under the Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(2) The Holder shall have notified the Company of the proposed disposition and furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, the Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration under the Act or any applicable state securities laws; provided that no such opinion shall be required for dispositions in compliance with Rule 144 under the Act, except in unusual circumstances.

(3) Notwithstanding the provisions of paragraphs (1) and (2) above, no such registration statement or opinion of counsel shall be necessary for a transfer by the Holder to a partner (or retired partner) or member (or retired member) of the Holder in accordance with partnership or limited liability company interests, or transfers by gift, will or intestate succession to any spouse or lineal descendants or ancestors, if all transferees agree in writing to be subject to the terms hereof to the same extent as if they were the Holders hereunder.

(v) Accredited Investor Status. The Holder is an "accredited investor" as such term is defined in Rule 501 under the Act.

(vi) No "Bad Actor" Disqualification. The Holder represents and warrants that neither (A) the Holder nor (B) any entity that controls the Holder or is under the control of, or under common control with, the Holder, is subject to any Disqualification Event, except for Disqualification Events covered by Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Act and disclosed in writing in reasonable detail to the Company. The Holder represents that the Holder has exercised reasonable care to determine the accuracy of the representation made by the Holder in this paragraph, and agrees to notify the Company if the Holder becomes aware of any fact that makes the representation given by the Holder hereunder inaccurate.

(vii) Foreign Investors. If the Holder is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "***Code***")), the Holder hereby represents that he, she or it has satisfied itself as to the full observance of the laws of the Holder's jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Note, including (A) the legal requirements within the Holder's jurisdiction for the purchase of the Securities, (B) any foreign exchange restrictions applicable to such purchase, (C) any governmental or other consents that may need to be obtained, and (D) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Securities. The Holder's subscription, payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Holder's jurisdiction.

(viii) Forward-Looking Statements. With respect to any forecasts, projections of results and other forward-looking statements and information provided to the Holder, the Holder acknowledges that such statements were prepared based upon assumptions deemed reasonable by the Company at the time of preparation. There is no assurance that such statements will prove accurate, and the Company has no obligation to update such statements.

4. EVENTS OF DEFAULT.

(a) If there shall be any Event of Default (as defined below) hereunder, at the option and upon the declaration of the Holder and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under subsection (ii) or (iii) below), this Note shall accelerate and all principal and unpaid accrued interest shall become due and payable. The occurrence of any one or more of the following shall constitute an "***Event of Default***":

(i) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any unpaid accrued interest or other amounts due under this Note on the date the same becomes due and payable;

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

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

(b) In the event of any Event of Default hereunder, the Company shall pay all reasonable attorneys' fees and court costs incurred by the Holder in enforcing and collecting this Note.

(c) Upon the occurrence and during the continuance of an Event of Default (as defined in Subsections 5a-i to 5a-iii above), this Note shall bear interest at a default rate of 1% (One Percent) per annum.

5. MISCELLANEOUS PROVISIONS.

(a) **Waivers.** The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

(b) **Further Assurances**. The Holder agrees and covenants that at any time and from time to time the Holder will promptly execute and deliver to the Company such further instruments and documents and take such further action as the Company may reasonably require in order to carry out the full intent and purpose of this Note and to comply with state or federal securities laws or other regulatory approvals.

(c) **Transfers of Notes**. This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such Principal.

(d) **Market Standoff**. To the extent requested by the Company or an underwriter of securities of the Company, each Holder and any permitted transferee thereof shall not, without the prior written consent of the managing underwriters in the IPO (as hereafter defined), offer, sell, make any short sale of, grant or sell any option for the purchase of, lend, pledge, otherwise transfer or dispose of (directly or indirectly), enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (whether any such transaction is described above or is to be settled by delivery of Securities or other securities, in cash, or otherwise), any Securities or other shares of stock of the Company then owned by such Holder or any transferee thereof, or enter into an agreement to do any of the foregoing, for up to 180 days following the effective date of the registration statement of the initial public offering of the Company (the "***IPO***") filed under the Securities Act. For purposes of this paragraph, " ***Company***" includes any wholly owned subsidiary of the Company into which the Company merges or consolidates. The Company may place restrictive legends on the certificates representing the shares subject to this paragraph and may impose stop transfer instructions with respect to the Securities and such other shares of stock of each Holder and any transferee thereof (and the shares or securities of every other person subject to the foregoing restriction) until the end of such period. Each Holder and any transferee thereof shall enter into any agreement reasonably required by the underwriters to the IPO to implement the foregoing within any reasonable timeframe so requested. The underwriters for any IPO are intended third party beneficiaries of this paragraph and shall have the right, power and authority to enforce the provisions of this paragraph as though they were parties hereto.

(e) **Amendment and Waiver**. Any term of this Note may be amended or waived with the written consent of the Company and the Holder. Upon the effectuation of such waiver or amendment with the consent of the Holder in conformance with this paragraph, such amendment or waiver shall be effective as to, and binding against the holders of, all of the Notes, and the Company shall promptly give written notice thereof to the Holder if the Holder has not previously consented to such amendment or waiver in writing; provided that the failure to give such notice shall not affect the validity of such amendment or waiver.

(f) **Governing Law**. This Note shall be governed by and construed under the laws of the State of Delaware, as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware, without giving effect to conflicts of laws principles.

(g) **Binding Agreement**. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Note, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Note, except as expressly provided in this Note.

(h) **Counterparts; Manner of Delivery**. This Note may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(i) **Titles and Subtitles**. The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

(j) **Notices**. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications to a party shall be sent to the party's address set forth on the signature page hereto or at such other address(es) as such party may designate by 10 days' advance written notice to the other party hereto. A copy of any notice to the Company shall be sent to Cooley LLP, 101 California Street, 5th Floor, San Francisco, CA 94111-5800, Attn: Amanda C. Busch, e-mail: abusch@cooley.com.

(k) **Expenses**. The Company and the Holder shall each bear its respective expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Note and the transactions contemplated herein.

(l) **Waiver of Conflicts**. Each party to this Note acknowledges that Cooley LLP (" ***Cooley***"), outside general counsel to the Company, has in the past performed and is or may now or in the future represent the Holder or the Holder's affiliates in matters unrelated to the transactions contemplated by this Note (the "***Note Financing***"), including representation of the Holder or the Holder's affiliates in matters of a similar nature to the Note Financing. The applicable rules of professional conduct require that Cooley inform the parties hereunder of this representation and obtain their consent. Cooley has served as outside general counsel to the Company and has negotiated the terms of the Note Financing solely on behalf of the Company. The Company and the Holder hereby (i) acknowledge that they have had an opportunity to ask for and have obtained information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation; (ii) acknowledge that with respect to the Note Financing, Cooley has represented solely the Company, and not any Holder or any stockholder, Board member or employee of the Company or director, stockholder or employee of the Holder; and (iii) gives the Holder's informed consent to Cooley's representation of the Company in the Note Financing.

(m) **Delays or Omissions**. It is agreed that no delay or omission to exercise any right, power or remedy accruing to the Holder, upon any breach or default of the Company under this Note shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character by the Holder of any breach or default under this Note, or any waiver by the Holder of any provisions or conditions of this Note, must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Note, or by law or otherwise afforded to the Holder, shall be cumulative and not alternative. This Note shall be void and of no force or effect in the event that the Holder fails to remit the full principal amount to the Company within five (5) calendar days of the date of this Note.

(n) **Entire Agreement**. This Note constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof, and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

(o) **Exculpation among Holders**. The Holder acknowledges that the Holder is not relying on any person, firm or corporation, other than the Company and its officers and Board members, in making its investment or decision to invest in the Company.

(p) **Broker's Fees**. Each party hereto represents and warrants that no agent, broker, investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation in this subsection being untrue.

(q) **California Corporate Securities Law**. THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS NOTE HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION OR IN THE ABSENCE OF AN EXEMPTION FROM SUCH QUALIFICATION IS UNLAWFUL. PRIOR TO ACCEPTANCE OF SUCH CONSIDERATION BY THE COMPANY, THE RIGHTS OF ALL PARTIES TO THIS NOTE ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED OR AN EXEMPTION FROM SUCH QUALIFICATION BEING AVAILABLE.

[Signature pages follow]

The parties have executed this **PROMISSORY NOTE** as of the date first noted above.

HOLDER (if an entity):

Name of Holder: Blockchain Industries, Inc.

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

E-mail:patrick@blockchainind.com

Address: _____
_____
_____

HOLDER (if an individual):

Name of Holder: _____

Signature: _____

E-mail: _____

Address: _____

SIGNATURE PAGE TO
AUTOLOTTO, INC.
PROMISSORY NOTE

Exhibit 10.5 (ii)

AUTOLOTTO, INC.
NOTICE OF TOKEN GRANT

Notice is hereby given of the following grant (the "**TOKEN GRANT**") of tokens to be issued by AutoLotto, Inc. or any of its controlled affiliates and / or subsidiaries (the "**Corporation**"):

Grantee:	Blockchain Industries, Inc.
Grant Date: January 17, 2018	
Exercise Price:	$ The private pre-sale price published to the Grantee per token
Number of Option Tokens:	Token value equal to twice the principal and interest due to the Grantee for promissory notes issued and executed under Series 2017C by the Corporation, on the commencement of the private pre-sale of the Initial Coin Offering of the Corporation or any of its subsidiaries
Expiration Date:	January 16, 2020
Date Exercisable:	Within a period of ten (10) calendar days following notice, by the Corporation, of any Initial Coin Offering.

DATED: January 17, 2018

AUTOLOTTO, INC.

By: /s/ Matt Clemenson

Name: Matt Clemenson

Title: President

OPTIONEE

By: /s/ Patrick Moynihan

Name: Patrick Moynihan

Title: Chairman/CEO
Address: _____
Email: patrick@blockchainind.com

Phone: _____

Exhibit 10.6

DIRECTOR AGREEMENT

THIS DIRECTOR AGREEMENT is made effective as of February 1, 2018 (the "***Agreement***"), 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 Max Robbins (" ***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,

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 One Hundred Twenty Thousand (120,000) shares of the Company's common stock ("***Option Shares***"), pursuant and subject to the Company's Equity Incentive Plan, at the following exercise prices and vesting schedule:

Exercise Price	Quantity Vested	Vesting Date	Expiration Date
$1.00	40,000	6/1/2018	12/31/2023
$1.00	40,000	6/1/2019	12/31/2023
$1.00	40,000	6/31/2020	12/31/2023

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. Insurance. The Company agrees to use commercially reasonable efforts to procure and maintain an insurance policy or policies providing directors' and officers' liability insurance. Director shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any of the Company's directors or officers. The Director acknowledges that as of the date of this Agreement, the Company has not yet obtained directors' and officers' liability insurance coverage.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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:
53 Calle Palmeras
Suite 802
San Juan, PR 00901
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.

18. 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.

19. 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

By: /s/ Max Robbins

Name: Max Robbins

Address for Notice:

_____

_____

BLOCKCHAIN INDUSTRIES, INC.

By: /s/ Patrick Moynihan

Name: Patrick Moynihan

Title: CEO

BLOCKCHAIN INDUSTRIES, INC.

CONSULTING AGREEMENT

This Consulting Agreement (this "***Agreement***") is made and entered into as of February 1, 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 Zackeriah Pontgrave ("***Consultant***") (each herein referred to individually as a " ***Party***," or collectively as the "***Parties***").

WHEREAS, The Company and the Consultant entered into a verbal agreement effective December 1, 2017 (the "Former Agreement") for the same services to be provided herein, whereby Consultant received a $10,000 per month fee. The Company and Consultant hereby agree that the Former Agreement shall be superseded by this Agreement.

WHEREAS, The Company desires to retain Consultant as an independent contractor to perform the services of President 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.

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

By: /s/ Zackeriah Pontgrave

Name: Zackeriah Pontgrave

Title:

Address for Notice:

_____

_____

BLOCKCHAIN INDUSTRIES, INC.

By: /s/ Patrick Moynihan

Name: Patrick Moynihan

Title: CEO

EXHIBIT A

SERVICES AND COMPENSATION

1. ***Consultant.***

Name: Zackeriah Pontgrave

Title: President

Email: zack@blockchainind.com

Phone:

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

- Coordinate and execute business objectives with CEO.
- Manage operations for the entire company, overseeing department heads and delivering reports to the CEO.
- Responsible for business development for all profit centers of the Company.
- Evaluate and advise on the impact of long range planning, introduction of new programs/strategies and regulatory action.
- Enhance and/or develop, implement and enforce policies and procedures of the organization by way of systems that will improve the overall operation and effectiveness of the Company.
- Act as an advisor from the financial perspective on any contracts into which the Company may enter.
- Provide technical advice and knowledge to others within the Company

3. Term.

The term of this agreement shall be five (5) years from the Effective Date (unless sooner terminated as provided in the Agreement).

4. ***Compensation.***

A. The Company shall pay an annual fee to Consultant, to be paid in monthly installments, of $215,000.

B. Subject to the approval of the Company's Board of Directors, the Company will issue to Consultant restricted stock of 1,000,000 shares of the Company's Common Stock (the "**Restricted Stock**"). Subject to Consultant remaining a service provider on all such dates, the Restricted Stock will vest according to the following schedule:

Quantity Vested	Vesting Date
200,000	12/1/2017
200,000	12/1/2018
200,000	12/1/2019
200,000	12/1/2020
200,000	12/1/2021

If the Company performs a stock split after the Effective Date of this Agreement, the Restricted Stock shall have the same effect as any stock split.

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.

BLOCKCHAIN INDUSTRIES, INC.

CONSULTING AGREEMENT

This Consulting Agreement (this "***Agreement***") is made and entered into as of January 1, 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 Bryan Larkin ("***Consultant***") (each herein referred to individually as a " ***Party***," or collectively as the "***Parties***").

WHEREAS, the Company and the Consultant previously entered into a consulting agreement effective as of December 1, 2017 (the " ***Former Agreement***");

WHEREAS, the Parties desire to replace the Former Agreement in its entirety with this Agreement;

WHEREAS, the Company desires to retain Consultant as an independent contractor to perform the services of Chief Technology Officer 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

The Former Agreement is hereby superseded and replaced in its entirety by this Agreement.

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

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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 is exclusively responsible for all Social Security, self-employment, and income taxes, disability insurance, workers' compensation insurance, any other federal and/or state statutory benefits otherwise required to be provided to employees, and all fees and licenses, if any, required for the performance of the services hereunder. Immediately upon entering into this Agreement, Consultant agrees to provide the Company with a completed and signed Form W-9, *Request for Taxpayer Identification Number and Certification* . Company will report all income to Consultant on IRS Form 1099. Consultant understands and agrees that he is solely responsible for all income and/or other tax obligations, if any, including but not limited to all reporting and payment obligations, if any, which may arise as a consequence of any payment under this Agreement. Contractor hereby agrees to indemnify and hold harmless Company from and against any liability for any taxes, fines, penalties or interest that may be assessed by any taxing authority with respect to the compensation paid hereunder.

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.

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 juridiction 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.

J. ***Entire Agreement.*** This Agreement and any documents executed by the parties pursuant to this Agreement and referred to herein constitute a complete and exclusive statement of the entire understanding and agreement of the parties hereto with respect to their subject matter and supersede all other prior agreements and understandings, written or oral, relating to such subject matter between the parties.

(*signature page follows*)

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

CONSULTANT

By: /s/ Bryan Larkin

Name: Bryan Larkin

Title:

Address for Notice:

BLOCKCHAIN INDUSTRIES, INC.

By: /s/ Patrick Moynihan

Name: Patrick Moynihan

Title: CEO

EXHIBIT A

SERVICES AND COMPENSATION

1. ***Consultant.***

Name: Bryan Larkin

Title: Chief Technology Officer

Email: bryan@blockchainind.com

Phone:

2. ***Services***.

Consultant shall render advice, consultation, information and services concerning the Company's technology strategy, including but not limited to, virtual currency mining and deployment, cryptocurrency trading and the Company's positioning in the blockchain industry. The Company will retain Consultant's services in the capacity of an independent contractor. It is agreed that Consultant will not be an employee nor authorized agent of the Company. Accordingly, it is agreed that Consultant will serve in his capacity as Chief Technology Officer as an independent contractor and that no employment relationship is formed between him and the Company. As such, Consultant shall determine the time, location, manner and means by which he will perform and complete the services typical of a Chief Technology Officer at the direction of the Company's board of directors and its President. Consultant shall have no authority to enter into contracts or binding commitments or obligations in the name of or on behalf of Company without the express prior written authorization of the Company as to the specific contract or commitment.

3. Term.

The term of this agreement shall be one (1) year from the Effective Date (unless sooner terminated as provided in the Agreement).

4. ***Compensation.***

A. The Company shall pay Consultant Two Hundred Thousand Dollars ($200,000) per year (the "Consulting Fee"). The Consulting Fee shall be payable in monthly installments.

B. 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.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation in this Registration Statement on Form 10-12G of our report dated August 30, 2017, relating to the financial statements of Omni Global Technologies, Inc., as of April 30, 2017 and 2016 and to all references to our firm included in this Registration Statement.

/S/ BF Borgers CPA PC

Certified Public Accountants
Lakewood, Colorado
February 26, 2018