

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Blockchain Industries, Inc.

Form: 10-K/A

Date Filed: 2018-05-21

Corporate Issuer CIK: 1084370

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

FORM 10-K/A

Amendment No. 1

(MARK ONE)

ANNUAL REPORT UNDER SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED: APRIL 30, 2017

TRANSITION REPORT UNDER SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____.

Commission file number 000-51126

BLOCKCHAIN INDUSTRIES, INC.

(Exact name of small business issuer as specified in its charter)

Nevada

(State or other jurisdiction of incorporation or organization)

88-0355407

(IRS Employer Identification No.)

730 Arizona Ave, Suite 220, Santa Monica, CA 90401

(Address of principal executive offices)

(866) 995-7521

(Issuer's telephone number)

Omni Global Technologies, Inc.

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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

Large accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company)
Emerging growth company

Accelerated filer
Smaller reporting 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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES NO

The aggregate market value of the registrant's voting and non-voting common stock held by non-affiliates of the registrant on July 31, 2017, the last business day of the registrant's most recently completed fiscal quarter, computed by reference to the last sale price of the registrant's common stock as reported by The NASDAQ Global Select Market on such date, was approximately \$3,687. This computation assumes that all executive officers, directors and persons known to the registrant to be the beneficial owners of more than ten percent of the registrant's common stock are affiliates of the registrant. Such assumption should not be deemed conclusive for any other purpose.

State the number of shares outstanding of each of the issuer's classes of common equity, as of the latest practicable date: As of August 25, 2017 the issuer had 20,368,703 shares of its common stock issued and outstanding.

BLOCKCHAIN INDUSTRIES, INC.
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FORM 10-K FOR THE YEAR
ENDED APRIL 30, 2017

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EXPLANATORY NOTE

Blockchain Industries, Inc. (f/k/a Omni Global Technologies, Inc.) (the "Company") filed its Annual Report on Form 10-K for the fiscal year ended April 30, 2017 (the "Original Form 10-K"), with the U.S. Securities and Exchange Commission (the "SEC") on August 30, 2017. The Company is filing this Amendment No. 1 to the Original Form 10-K (this "Form 10-K/A") solely for the limited purpose of amending our disclosure under "Item 9A. Controls and Procedures" and to amend and update our disclosure as of the date of this Form 10-K/A filing under "Item 10. Directors, Executive Officers and Corporate Governance", "Item 11. Executive Compensation", "Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters", "Item 13. Certain Relationships and Related Transactions, and Director Independence", and "Item 14. Principal Accounting Fees and Services" on the Original Form 10-K as requested pursuant a comment letter issued by the Securities and Exchange Commission.

In addition, the cover page has been amended from the Original Form 10-K to reflect the current name of the Company. On November 13, 2017, the Registrant filed a Certificate of Amendment to its Articles of Incorporation with the State of Nevada for the purpose of changing the name of the Registrant from Omni Global Technologies, Inc. to Blockchain Industries, Inc.

Pursuant to Rule 12b-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), this Form 10-K/A also contains new certifications pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act of 2002. Accordingly, this Form 10-K/A includes the currently dated certifications as exhibits.

Except as expressly set forth above, this Amendment No. 1 does not, and does not purport to, amend, update, change or restate the information in any other item of the Original Form 10-K or reflect any events that have occurred after the date of the Original Form 10-K.

Item 9A. Controls and Procedures

a) Evaluation of Disclosure and Controls Procedures

In connection with the preparation and filing of this Annual Report, we completed an evaluation of the effectiveness of our disclosure controls and procedures under the supervision and with the participation of our Chief Executive Officer and Principal Financial Officer. This evaluation was conducted pursuant to the Securities Exchange Act of 1934, as amended.

Management assessed the effectiveness of our internal control over financial reporting as of April 30, 2017. In making this assessment, management used the framework set forth in the report Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013), or COSO (2013).

Based on the evaluation, management concluded that our disclosure controls and procedures were not effective as of April 30, 2017 due to the material weaknesses noted below in “Management’s Report on Internal Control over Financial Reporting”. A material weakness is a control deficiency, or combination of control deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected on a timely basis by employees in the normal course of their work.

(b) Management’s Report on Internal Control over Financial Reporting

Our Chief Executive Officer and Principal Financial Officer are responsible for establishing and maintaining adequate internal control over financial reporting as defined under Rule 13a-15(f) and Rule 15d-15(f) under the Securities Exchange Act of 1934. As of April 30, 2017, our Chief Executive Officer and Principal Financial Officer assessed the effectiveness of the Company’s internal control over financial reporting based on the internal control framework promulgated by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”), “Internal Control — Integrated Framework” (“COSO 2013”) provides guidance for designing, implementing and conducting internal control and assessing its effectiveness. Our Chief Executive Officer and Principal Financial Officer used the COSO 2013 framework to assess the effectiveness of the Firm’s internal control over financial reporting as of April 30, 2017. Based on that evaluation, our Chief Executive Officer and Principal Financial Officer concluded that, during the period covered by this report, such internal controls and procedures were not effective to detect the inappropriate application of US GAAP rules as more fully described below. This was due to deficiencies that existed in the design or operation of our internal control over financial reporting that adversely affected our internal controls.

The matters involving internal controls and procedures that the Company’s Chief Executive Officer and Principal Financial Officer considered to be material weaknesses under the standards of the Public Company Accounting Oversight Board were: (1) lack of a functioning audit committee and lack of a sufficient number of directors on the Company’s board of directors, resulting in ineffective oversight in the establishment and monitoring of required internal controls and procedures; (2) inadequate segregation of duties consistent with control objectives; (3) insufficient written policies and procedures for accounting and financial reporting with respect to the requirements and application of US GAAP and SEC disclosure requirements; and (4) ineffective controls over period end financial disclosure and reporting processes. The aforementioned material weaknesses were identified by the Company’s Chief Executive Officer and Principal Financial Officer in connection with his review of our financial statements as of April 30, 2017.

Our Chief Executive Officer and Principal Financial Officer believe that the material weaknesses set forth above did not have an effect on the Company’s financial results. However, our Chief Executive Officer and Principal Financial Officer believe that the lack of a functioning audit committee and lack of a sufficient number of directors on the Company’s board of directors, results in ineffective oversight of the establishment and monitoring of required internal controls and procedures.

We will continue to monitor and evaluate the effectiveness of our internal controls and procedures and our internal controls over financial reporting on an ongoing basis and are committed to taking action and implementing additional enhancements or improvements as funds allow. To remediate deficiencies in our internal controls over financial reporting, the Company expects to hire a Principal Financial Officer or other person(s) with the necessary qualifications for overseeing the development and implementation of internal controls over financial reporting.

(c) Changes in Internal Control over Financial Reporting

There were no significant changes to our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during our fourth fiscal quarter, that could materially affect, or are reasonably likely to materially affect, our internal control over financial reporting.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

The Board of Directors and Executive Officers of the Company

The following table and text sets forth the names and ages of all our directors and executive officers and our key management personnel as of May 21, 2018. All of our directors serve until the next annual meeting of stockholders and until their successors are elected and qualified, or until their earlier death, retirement, resignation or removal. Executive officers serve at the discretion of the Board of Directors.

Name	Position	Age
Patrick Moynihan (1)	Chief Executive Officer and Director	50
Robert Kalkstein (2)	Principal Financial Officer	36
Max Robbins (3)	Director	47

(1) Patrick Moynihan was appointed Chief Executive Officer and Director on November 15, 2017.

(2) Robert Kalkstein was appointed Principal Financial Officer on May 18, 2018.

(3) Max Robbins was appointed a Director on February 1, 2018.

Patrick Moynihan, Chief Executive Officer, age 50

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. Mr. Moynihan served as Managing Director for Corona Associates Capital Management from August 2015 through November 2017, Managing Director at Ithaca Partners LLC from June 2011 through October 2017, and Founder & Chief Executive Officer at PayLock Inc from April 2004 through January 2013.

Mr. Moynihan holds an English Major and Business Minor from Ithaca College in 1990.

Robert Kalkstein, Principal Financial Officer, age 36

Mr. Kalkstein has served as the Chief Financial Officer of Immudyne, Inc. since October 2017 and has served as a private consultant to emerging growth companies since July 2012, providing services as a chief financial officer, chief operating officer or other advisory positions to management. Previously, Mr. Kalkstein held positions at Peerless System Corp. from October 2010 to June 2012, Jefferies & Co. from November 2009 to October 2010 and PricewaterhouseCoopers from April 2007 to October 2009. He has more than 10 years of experience in the areas of accounting, finance, SEC filings and operations.

Mr. Kalkstein is a CPA and received a Bachelor of Engineering in Biomedical Engineering and a Masters of Engineering in Engineering Management at Stevens Institute of Technology in Hoboken, NJ.

Max Robbins, Director, age 47

Mr. Robbins has served as the owner of aiScaler since January 2008, a software company specialized in web acceleration, DDos mitigation and traffic management. From 2003 to 2006, he served as President of McBride & Associates, a government contracting organization. Under Mr. Robbins leadership McBride grew from eighty to over two hundred million USD profitability. From 1993 to 1996, 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.

Mr. Robbins is a serial entrepreneur with a wide gambit of experience growing companies from concept to public offering. He is a speaker on blockchain technology and advisor to fintech companies in the blockchain space, such as Modex and Trakinvest.

Family Relationships

There are no family relationships between any of our officers or directors.

Compliance with Section 16(A) of the Exchange Act

Section 16(a) of the Exchange Act requires the Company's directors, executive officers and persons who beneficially own 10% or more of a class of securities registered under Section 12 of the Securities and Exchange Act of 1934 to file reports of beneficial ownership and changes in beneficial ownership with the SEC. Directors, executive officers and greater than 10% stockholders are required by the rules and regulations of the SEC to furnish the Company with copies of all reports filed by them in compliance with Section 16(a).

Since we currently do not have securities registered under Section 12 of the Securities and Exchange Act of 1934, we are not subject to Section 16(A) filing requirements.

Board Committees

We have no audit, compensation or nominating committee. The functions of these committees are performed by our sole director. We do not have any independent directors.

Code of Ethics

We have not adopted a code of ethics as of the date of this report.

Legal Proceedings

To the best of our knowledge, our director and executive officer has not, during the past ten years:

- been convicted in a criminal proceeding or been subject to a pending criminal proceeding (excluding traffic violations and other minor offenses);
- had any bankruptcy petition filed by or against the business or property of the person, or of any partnership, corporation or business association of which he was a general partner or executive officer, either at the time of the bankruptcy filing or within two years prior to that time;
- been subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction or federal or state authority, permanently or temporarily enjoining, barring, suspending or otherwise limiting, his involvement in any type of business, securities, futures, commodities, investment, banking, savings and loan, or insurance activities, or to be associated with persons engaged in any such activity;
- been found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated;
- been the subject of, or a party to, any federal or state judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated (not including any settlement of a civil proceeding among private litigants), relating to an alleged violation of any federal or state securities or commodities law or regulation, any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order, or any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or
- been the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

Except as set forth in our discussion below in "Certain Relationships and Related Transactions," our director and executive officer has not been involved in any transactions with us or any of our affiliates or associates which are required to be disclosed pursuant to the rules and regulations of the Commission.

Item 11. Executive Compensation.

The following summary compensation table indicates the cash and non-cash compensation earned during the years ended April 30, 2017 and 2016 by each person who served as chief executive officer and chief financial officer during the year ended December 31, 2016.

Summary Compensation Table

Name and Principal Position	Year	Option Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	All Other Compensation (\$)	Total (\$)
Olivia Funk, Chief Executive Officer, and Director (1)	2017	-	-	-	-
	2016	-	-	-	-

(1) From the period from May 15, 2016 through March 22, 2017 we were under the control of a Receiver in Nevada's Eighth Judicial District pursuant to #A14- 715484-P. 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.

Olivia Funk resigned as Chairman and Chief Executive Officer of the Company on November 15, 2017.

Executive Employment Contracts

The Company entered into a consulting agreement with our Chief Executive Officer, Patrick Moynihan, effective as of November 1, 2017. Pursuant to the terms of the agreement, the Company will pay Mr. Moynihan an annual fee of \$240,000, payable in equal monthly installments. The term of the agreement is for five (5) years. The Company will also reimburse Mr. Moynihan for all reasonable expenses incurred in performing his responsibilities under the agreement.

The Company entered into a consulting agreement with our Principal Financial Officer, Robert Kalkstein, effective as of December 1, 2017. Pursuant to the terms of the agreement, the Company will pay Mr. Kalkstein with 1,000,000 shares of restricted stock, of which 500,000 shall vest on June 1, 2018 and the remaining 500,000 shall vest on December 1, 2018. The term of the agreement is for two (2) years. The Company will also reimburse Mr. Kalkstein for all reasonable expenses incurred in performing his responsibilities under the agreement.

Compensation of Directors

Director Agreement – Max Robbins

On February 1, 2018, the Company entered into a Director Agreement with Max Robbins. Pursuant to the terms of the agreement, the Director shall receive a non-qualified stock options to purchase up to One Hundred Twenty Thousand (120,000) shares of the Company's common stock, 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

Mr. Robbins 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.

Changes in Control

We are not aware of any arrangements that may result in "changes in control" as that term is defined by the provisions of Item 403(c) of Regulation S-K.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The following sets forth information as of May 18, 2018, regarding the number of shares of our common stock beneficially owned by (i) each person that we know beneficially owns more than 5% of our outstanding common stock, (ii) each of our directors and named executive officer and (iii) all of our directors and named executive officer as a group.

The amounts and percentages of our common stock beneficially owned are reported on the basis of SEC rules governing the determination of beneficial ownership of securities. Under the SEC rules, a person is deemed to be a “beneficial owner” of a security if that person has or shares “voting power,” which includes the power to vote or to direct the voting of such security, or “investment power,” which includes the power to dispose of or to direct the disposition of such security. A person is also deemed to be a beneficial owner of any securities of which that person has the right to acquire beneficial ownership within 60 days through the exercise of any stock option, warrant or other right. Under these rules, more than one person may be deemed a beneficial owner of the same securities and a person may be deemed to be a beneficial owner of securities as to which such person has no economic interest. Unless otherwise indicated, each of the shareholders named in the table below, or his or her family members, has sole voting and investment power with respect to such shares of our common stock. Except as otherwise indicated, the address of each of the shareholders listed below is: c/o Blockchain Industries, Inc., 730 Arizona Ave, Suite 220, Santa Monica, CA 90401.

Name and Address of Beneficial Owner	Amount of Common Stock Beneficially Owned	Percentage Ownership of Common stock ⁽¹⁾
Patrick Moynihan, CEO and Chairman ⁽²⁾ 730 Arizona Ave, Suite 220 Santa Monica, CA 90401	10,000,000	25.12%
Robert Kalkstein, Principal Financial Officer ⁽³⁾ 730 Arizona Ave, Suite 220 Santa Monica, CA 90401	800,000	2.01%
Max Robbins, Director ⁽⁴⁾ 730 Arizona Ave, Suite 220 Santa Monica, CA 90401	40,000	0.10%
All Directors and Officers as a group	18,040,000	27.23%
Gary Goodman 14 Dorado Beach East Dorado, PR 00646	3,000,000	7.53%
Robert Miketich 286 Dorado Beach East Dorado, PR 00646	3,000,000	7.53%
Lawrence Partners ⁽⁵⁾ 15 Manor Lane Lawrence, NY 11559	2,775,000	6.95%
Immudyne, Inc. ⁽⁶⁾ 1460 Broadway New York, NY 10036	2,000,000	5.02%

(1) Applicable percentage ownership is based on 39,815,246 shares outstanding as of May 18, 2018.

(2) Mr. Kalkstein presently owns 200,000 shares, and will receive 500,000 restricted shares within sixty (60) days of this filing. In addition, he owns 100,000 warrants which are currently exercisable.

(3) Mr. Moynihan owns 9,200,000 shares through the Santa Monica Trust, which he is trustee, and an aggregate of 800,000 shares as custodian for four of his children, each of whom own 200,000 shares.

(4) Mr. Robbins joined the Board of Directors on February 1, 2018. For compensation for Mr. Robbins’ service as a member of our Board of Directors, he was issued an option to purchase 120,000 shares, which vests equally at 40,000 shares each on June 1, 2018, June 1, 2019, and June 1, 2020.

(5) Lawrence Partners LLC holds 2,650,000 shares of common stock and 125,000 warrants that are currently exercisable at \$0.25 per share. Jessica Beren has voting or investment control over the shares held by Lawrence Partners LLC.

(6) Justin Schreiber as Chief Executive Officer and Robert Kalkstein as Chief Financial Officer have voting or investment control over the shares held by Immudyne, Inc.

Changes in Control

We are not aware of any arrangements that may result in changes in control as that term is defined by the provisions of Item 403(c) of Regulation S-K.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

None of our officers, directors, proposed director nominees, beneficial owners of more than 10% of our shares of common stock, or any relative or spouse of any of the foregoing persons, or any relative of such spouse who has the same house as such person or who is a director or officer of any parent or subsidiary of our Company, has any direct or indirect material interest in any transaction to which we are a party since our incorporation or in any proposed transaction to which we are proposed to be a party.

In the event a related party transaction is proposed, such transaction will be presented to our board of directors for consideration and approval. Any such transaction will require approval by a majority of the disinterested directors and such transactions will be on terms no less favorable than those available to disinterested third parties.

Director Independence

Since our common stock is not currently listed on a national securities exchange, we have used the definition of "independence" of The NASDAQ Stock Market to make this determination. NASDAQ Listing Rule 5605(a)(2) provides that an "independent director" is a person other than an officer or employee of the company or any other individual having a relationship that, in the opinion of the company's board of directors, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. The NASDAQ listing rules provide that a director cannot be considered independent if:

- the director is, or at any time during the past three years was, an employee of the company;
- the director or a family member of the director accepted any compensation from the company in excess of \$120,000 during any period of 12 consecutive months within the three years preceding the independence determination (subject to certain exclusions, including, among other things, compensation for board or board committee service);
- a family member of the director is, or at any time during the past three years was, an executive officer of the company;
- the director or a family member of the director is a partner in, controlling stockholder of, or an executive officer of an entity to which the company made, or from which the company received, payments in the current or any of the past three fiscal years that exceed 5% of the recipient's consolidated gross revenue for that year or \$200,000, whichever is greater (subject to certain exclusions);
- the director or a family member of the director is employed as an executive officer of an entity where, at any time during the past three years, any of the executive officers of the company served on the compensation committee of such other entity; or
- The director or a family member of the director is a current partner of the company's outside auditor, or at any time during the past three years was a partner or employee of the company's outside auditor, and who worked on the company's audit.

Based upon the above criteria, we have no independent directors.

Based upon the above criteria, we have determined that we have no independent board members.

Item 14. Principal Accounting Fees and Services.

Our Board of Directors has selected BF Borgers CPA PC ("Borgers") as the independent registered public accounting firm to audit our books and accounts for the fiscal years ending April 30, 2017 and 2016. Borgers has served as our independent auditor since October 31, 2016. The aggregate fees billed, or expected to be billed, for the last two fiscal years ended April 30, 2017 and 2016, for professional services rendered by Borgers were as follows:

	2017	2016
Audit Fees (1)	\$ 2,910	\$ 2,910
Audit Related fees	—	—
Tax Fees	—	—
All Other Fees	—	—
Total	\$ 2,910	\$ 2,910

(1) Our independent auditor was paid an aggregate of \$5,820 to perform our audit for fiscal years 2016 and 2017.

Audit Fees — This category includes the audit of our annual financial statements, review of financial statements included in our Form 10-Q Quarterly Reports and services that are normally provided by the independent auditors in connection with engagements for those fiscal years. This category also includes advice on audit and accounting matters that arose during, or as a result of, the audit or the review of interim financial statements.

Audit-Related Fees — This category consists of assurance and related services by the independent auditors that are reasonably related to the performance of the audit or review of our financial statements and are not reported above under "Audit Fees." The services for the fees disclosed under this category include consultation regarding our correspondence with the SEC and acquisition audits

Tax Fees — This category consists of professional services rendered by our independent auditors for tax compliance and tax advice. The services for the fees disclosed under this category include tax return preparation and technical tax advice.

All Other Fees — This category consists of fees for other miscellaneous items.

Our Board of Directors has adopted a procedure for pre-approval of all fees charged by our independent auditors. Under the procedure, the Board approves the engagement letter with respect to audit, tax and review services. Other fees are subject to pre-approval by the Board, or, in the period between meetings, by a designated member of Board. Any such approval by the designated member is disclosed to the entire Board at the next meeting. The audit fees paid to the auditors with respect to fiscal years 2017 and 2016 were pre-approved by the entire Board of Directors.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

Reference is made to the Index to Financial Statements at page 10 of the Original Filing for a list of financial statements filed as part of the Annual Report on Form 10-K.

EXHIBIT NUMBER	DESCRIPTION
3.1*	Articles of Incorporation of the Company Filed September 15, 1995 (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
3.1(a)*	Certificate of Amendment to the Articles of Incorporation, dated November 17, 2017 (Incorporated by Reference to Form 8-K filed on November 15, 2017)
4.1*	Form of Common Stock Certificate (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.1*	Business.com.vn MOU (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.2*	Hotels.vn Marketing agreement (Business.com.vn agreement) (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.3*	Hotels Extension document (Business.com.vn extension) (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.4*	Hi-Tek Reservation Engine agreement (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.5*	Maxsima discount card (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.6*	Hi-Tek service agreement (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.8*	My BajaGuide.com MOU (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.9*	Mexican association agreement (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.10*	DotVN agreement (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.11*	VTIC MOU (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.12*	Consulting Agreement (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.13*	Hi-Tek interest agreement (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.14*	Hi-Tek Reservation Engine Extension (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.15*	Independent contractors' agreement (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.16*	Independent contractors' agreement (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.17*	Hi-Tek Service agreement with attached schedule "A" (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.18*	Share Purchase Agreement (Incorporated by reference to Form 10-K filed on August 30, 2017)
10.19**	Consulting Agreement with Patrick Moynihan, dated November 1, 2017
10.20**	Director Agreement with Max Robbins, dated February 1, 2018
10.21	Consulting Agreement with Robert Kalkstein dated December 1, 2017
31.1**	Certification of the Principal Executive Officer of Registrant pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (Rule 13a-14(a) or Rule 15d-149a)
31.2**	Certification of the Principal Financial Officer of Registrant pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (Rule 13a-14(a) or Rule 15d-149a)
32.1***	Certification of Principal Executive Officer pursuant to 18 U.S.C. 1350 as adopted to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2***	Certification of the Principal Financial Officer pursuant to 18 U.S.C. 1350 as adopted to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	XBRL Instances Document (incorporated by reference to Form 10-K filed on August 30, 2017)
101.SCH*	XBRL Taxonomy Extension Schema Document (incorporated by reference to Form 10-K filed on August 30, 2017)
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document (incorporated by reference to Form 10-K filed on August 30, 2017)
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document (incorporated by reference to Form 10-K filed on August 30, 2017)
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document (incorporated by reference to Form 10-K filed on August 30, 2017)
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document (incorporated by reference to Form 10-K filed on August 30, 2017)

* These documents are incorporated herein by reference as exhibits hereto. Following the description of each such exhibit is a reference to the document as it appeared in a specified report previously filed with the SEC, to which there have been no amendments or changes.

** Filed herewith.

***Furnished herewith.

SIGNATURES

In accordance with Section 13 or 15(d) of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

BLOCKCHAIN INDUSTRIES, INC.

Date: May 21, 2018

By: /s/ Patrick Moynihan
Patrick Moynihan
Chief Executive Officer, Principal Executive Officer
and Director

Date: May 21, 2018

By: /s/ Robert Kalkstein
Robert Kalkstein
Principal Financial Officer

In accordance with the Exchange Act, this report has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

BLOCKCHAIN INDUSTRIES, INC.

Date: May 21, 2018

By: /s/ Patrick Moynihan
Patrick Moynihan
Chief Executive Officer, Principal Executive Officer
and Director

Date: May 21, 2018

By: /s/ Robert Kalkstein
Robert Kalkstein, Principal Financial Officer

Date: May 21, 2018

By: /s/ Max Robbins
Max Robbins, Director

OMNI GLOBAL TECHNOLOGIES, INC.

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is made and entered into as of November 1, 2017 (the "**Effective Date**") by and between Omni Global Technologies, Inc., a Nevada corporation with its principal place of business at 53 Calle Palmeras, Suite 802, San Juan, PR 00901 (the "**Company**"), and Patrick Moynihan ("**Consultant**") (each herein referred to individually as a "**Party**," or collectively as the "**Parties**").

WHEREAS, The Company desires to retain Consultant as an independent contractor to perform the services of **Chief Executive 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

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 to 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

OMNI GLOBAL TECHNOLOGIES, INC.

By: /s/ Patrick Moynihan

By: /s/ Olivia Funk

Name: Patrick Moynihan

Name: Olivia Funk

Title:

Title: CEO, CFO and Sole Director

Address for Notice:

EXHIBIT A

SERVICES AND COMPENSATION

1. **Consultant.**

Name: Patrick Moynihan

Title: Chief Executive Officer

Email: patrick@blockchainind.com

Phone:

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

- Plan, develop, organize, implement, direct and evaluate the organization's fiscal function and performance.
- Participate in the development of the Company's plans and programs as a strategic partner.
- Evaluate and advise on the impact of long range planning, introduction of new programs/strategies and regulatory action.
- Develop credibility for the finance group by providing timely and accurate analysis of budgets, financial reports and financial trends in order to assist the Board and other executives in performing their responsibilities.
- 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 Corporation.
- Establish credibility throughout the organization and with the Board as an effective developer of solutions to business challenges.
- Provide technical financial advice and knowledge to others within the financial discipline.
- Improve the budgeting process on a continual basis through education of department managers on financial issues impacting their budgets.
- Provide strategic financial input and leadership on decision making issues affecting the organization; i.e., evaluation of potential alliances acquisitions and/or mergers and pension funds and investments.
- Optimize the handling of bank and deposit relationships and initiate appropriate strategies to enhance cash position.
- Develop a reliable cash flow projection process and reporting mechanism, which includes minimum cash threshold to meet operating needs.
- Act as an advisor from the financial perspective on any contracts into which the Company may enter.
- Evaluate the finance division structure and team plan for continual improvement of the efficiency and effectiveness of the group as well as providing individuals with professional and personal growth with emphasis on opportunities (where possible) of individuals.

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 \$240,000.

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.

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 as an 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, 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

BLOCKCHAIN INDUSTRIES, INC.

By: /s/ Max Robbins

By: /s/ Patrick Moynihan

Name: Max Robbins

Name: Patrick Moynihan

Title: CEO

Address for Notice:

BLOCKCHAIN INDUSTRIES, INC.

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is made and entered into as of December 1, 2017 (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 Sagacious Gambit, Inc. ("**Consultant**") (each herein referred to individually as a "**Party**," or collectively as the "**Parties**").

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

BLOCKCHAIN INDUSTRIES, INC.

By: /s/ Robert Kalkstein

By: /s/ Patrick Moynihan

Name: Robert Kalkstein

Name: Patrick Moynihan

Title: President

Title: Chief Executive Officer

Address for Notice:

EXHIBIT A

SERVICES AND COMPENSATION

1. **Consultant.**

Name: Robert Kalkstein

Title: Controller

Email: robert@blockchainind.com

Phone: 415-663-5255

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

- Bookkeeping, whereby Consultant will provide at its own cost, a cloud-based accounting system. Consultant will generate any automated or on-demand accounting reports for the Company or Company's agents (e.g. auditors).
- Accounting and financial statement advisory, whereby Consultant will analyze, budget, and prepare reports to Company management on trends, tax implications or other financial-reporting matters.
- Assist in quarterly reviews and annual audit, providing CFO-level support to communicate with auditors.
- Establish EDGAR ID's for management and periodically remit ownership forms (Forms 3, Form 4, etc.) to the SEC on behalf of insiders.
- Establish a payroll system, managing the aggregation of required payroll forms from employees or other consultants. Timely remit any Federal, State or Local withholding taxes, and prepare and file any Federal, State or Local withholding forms (e.g. 940/941).
- Liaise with outside counsel on legal and tax matters.
- Manage any unemployment insurance policies and adherence to Federal, State or Local regulations.
- Legal document creation, routing and storage, whereby Consultant will provide at its own cost, a Docusign account to assist the Company with its legal document workflow and procedures.
- Assist with general corporate operational functions that are reasonably expected of Consultant.

3. **Term.**

The term of this agreement shall be two (2) years from the Effective Date (unless sooner terminated as provided in the Agreement).

4. **Compensation.**

A. The Company shall not pay any cash wages to Consultant.

B. Subject to the approval of the Company's Board of Directors, the Company will issue to Consultant restricted stock of 500,000 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
250,000	6/1/2018
250,000	12/1/2018

If the Agreement is terminated prior to the Vesting Date of any tranche of the Options, then the unvested tranches will be forfeited.

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.

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002

I, Patrick Moynihan, certify that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K of Blockchain Industries, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an quarterly report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: May 21, 2018

By: /s/ Patrick Moynihan

Patrick Moynihan
President, Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Robert Kalkstein, certify that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K of Blockchain Industries, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an quarterly report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: May 21, 2018

By: /s/ Robert Kalkstein
Robert Kalkstein, Principal Financial Officer

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER**PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002**

In connection with the Amendment No. 1 to the Annual Report of Blockchain Technologies, Inc. (the "Company") on Form 10-K for the year ended April 30, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Patrick Moynihan, Principal Executive Officer of the Company, certifies, pursuant to 18 U.S.C. section 1350 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 21, 2018

By: /s/ Patrick Moynihan

Patrick Moynihan
President, Chief Executive Officer
(Principal Executive Officer)

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002**

In connection with the Amendment No. 1 to the Annual Report of Blockchain Technologies, Inc. (the "Company") on Form 10-K for the year ended April 30, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Robert Kalkstein, Principal Financial Officer of the Company, certifies, pursuant to 18 U.S.C. section 1350 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 21, 2018

By: /s/ Robert Kalkstein
Robert Kalkstein, (Principal Financial Officer)

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.