

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

AlphaPoint Technology, Inc.

Form: 8-K

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 25, 2018



AlphaPoint Technology, Inc.

(Exact name of registrant as specified in its charter)

Delaware

*(State or other jurisdiction of
incorporation)*

000-54502

(Commission File Number)

26-3748249

(IRS Employer Identification No.)

**6371 Business Blvd. Suite 200
Sarasota, FL**

(Address of principal executive offices)

34240

(Zip Code)

(941) 907-8822

(Registrant's telephone number, including area code)

N/A

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

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

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

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

Emerging growth company ☐

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

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

On July 25, 2018, Mr. Paul Avery submitted his resignation, effective August 1, 2018, as a member of the Board of Directors (the "Board") of AlphaPoint Technology, Inc. (the "Company"). Mr. Avery did not hold any positions on any Board committee. Mr. Avery's resignation is not due to a disagreement with the Company on any matter relating to the Company's operations, policies or practices.

On July 25, 2018, the Board appointed Katya Fisher, Esq. to serve as a member of the Board, effective August 1, 2018. Ms. Fisher will not serve on any Board committees at this time. In connection with Ms. Fisher's appointment, the Company and Ms. Fisher entered into a Board of Directors Agreement dated July 25, 2018 (the "Agreement"). Pursuant to the terms of the Agreement, Ms. Fisher will serve as a member of the Board for a period of one year or until her earlier resignation, removal or death. In exchange for performance by Ms. Fisher of her director duties, the Company agreed to issue 250,000 shares of restricted Company common stock to Ms. Fisher.

The foregoing description of the Agreement is not complete and is qualified in its entirety by reference to the Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On July 30, 2018, the Company issued a press release announcing the appointment of Ms. Fisher as a member of the Company's Board. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Document Description
10.1	<u>Board of Directors Agreement dated July 25, 2018, by and between the registrant and Katya Fisher.</u>
99.1	<u>Press release of the registrant dated July 30, 2018.</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

AlphaPoint Technology, Inc.

Dated: July 30, 2018

/s/ GARY MACLEOD

Gary Macleod

Chief Executive Officer

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BOARD OF DIRECTORS AGREEMENT

THIS AGREEMENT is made and entered into effective as of July 25, 2018 (the "Effective Date"), by and between **AlphaPoint Technology Inc.**, a Delaware corporation (the "Company") with its principal place of business located at 6371 Business Blvd., Suite 200, Sarasota, FL 34240 and **Katya Fisher, Esq.**, an individual ("Director") at with her principal place of business at 77 Water Street, 8th Floor, New York, NY 10005.

1. Term

This Agreement shall continue for a period of one (1) year from the Effective Date and shall continue thereafter for as long as Director is elected as a member of the Board of Directors by the shareholders of the Company.

2. Position and Responsibilities

(a) Position. The Board of Directors hereby appoints the Director to serve as Board Member, to serve until the end of the Term or until her earlier resignation, removal or death. The Director shall perform such duties and responsibilities as are customarily related to such position in accordance with Company's bylaws and applicable law, including, but not limited to, those services described on **Exhibit A** attached hereto (the "Services"). Director hereby agrees to use her good faith efforts as reasonably and customarily related to such position to provide the Services. Director shall not allow any other person or entity to perform any of the Services for or instead of Director. Director shall comply with the statutes, rules, regulations and orders of any governmental or quasi-governmental authority, which are applicable to the Company and the performance of the Services, and Company's rules, regulations, and practices as they may from time-to-time be adopted or modified.

(b) Other Activities. Director may be employed by another company, may serve on other Boards of Directors or Advisory Boards, and may engage in any other business activity (whether or not pursued for pecuniary advantage), as long as such outside activities do not violate Director's obligations under this Agreement or Director's fiduciary obligations to the Company's shareholders. The ownership of more than a 5% interest in an entity, by itself, shall not constitute a violation of this duty. Director represents that Director has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, and Director agrees to use his best efforts to avoid or minimize any such conflict and agrees not to enter into any agreement or obligation that could create such a conflict without the approval of a majority of the Board of Directors. If, at any time, Director is required to make any disclosure or take any action that may conflict with any of the provisions of this Agreement, Director will promptly notify the Board of such obligation, prior to making such disclosure or taking such action.

(c) No Conflict. Director will not engage in any activity that creates an actual or perceived conflict of interest with Company, and Director agrees to notify the Board of Directors before engaging in any activity that could reasonably be assumed to create a potential conflict of interest with Company. Notwithstanding anything herein to the contrary, it is understood that Director is in the business of providing legal advisory services to entities and persons engaged in substantially similar activities as Company, and nothing herein shall be construed to any way limit such activities.

3. Compensation and Benefits

Director's Fee. In consideration of the services to be rendered under this Agreement, Company shall issue Director 250,000 shares of APPO common stock, which shall be issued immediately and vest in accordance with Company's regularly established practices regarding the vesting of Directors' share issuances. Director agrees and acknowledges that the Director's stock will be issued immediately and will re-up after December 31, 2018.

Stock and Stock Options. The Company will issue to Director a restricted stock award promptly following execution of this Agreement.

Expenses. The Company shall reimburse Director for all reasonable business expenses incurred in the performance of the Services in accordance with Company's expense reimbursement guidelines.

Indemnification. Company will indemnify and defend Director against any liability incurred in the performance of the Services to the fullest extent authorized in Company's Articles of Incorporation, as amended, bylaws, as amended, and applicable law. Company will purchase and maintain for the duration of the Term and any subsequent renewals thereof Director's and Officer's liability insurance and Director shall be entitled to the protection of any insurance policies the Company maintains for the benefit of its Directors and Officers against all costs, charges and expenses in connection with any action, suit or proceeding to which she may be made a party by reason of his affiliation with Company, its subsidiaries, or affiliates. A copy of the insurance policy shall be provided to Director for inspection upon request and Company shall notify Director in the event of any changes to such policy.

Records. So long as the Director shall serve as a member of the Company's Board of Directors the Director shall have full and unfretted access to books and records of Company.

4. Termination

Right to Terminate. At any time, Director may be removed as Board Member as provided in Company's Articles of Incorporation, as amended, bylaws, as amended, and applicable law. Director may resign as Board Member or Director as provided in Company's Articles of Incorporation, as amended, bylaws, as amended, and applicable law. Notwithstanding anything to the contrary contained in or arising from this Agreement or any statements, policies, or practices of Company, neither Director nor Company shall be required to provide any advance notice or any reason or cause for termination of Director's status as Board Member, except as provided in Company's Articles of Incorporation, as amended, Company's bylaws, as amended, and applicable law.

Effect of Termination as Director. Upon a termination of Director's status as a Director, this Agreement will terminate; Company shall pay to Director all compensation and expenses to which Director is entitled up through the date of termination; and Director shall be entitled to his rights under any other applicable law. Thereafter, all of Company's obligations under this Agreement shall cease.

5. Termination Obligations

Director agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts, and computer-generated materials provided to or prepared by Director incident to the Services and his membership on the Company's Board of Directors or any committee thereof the sole and exclusive property of the Company and shall be promptly returned to the Company at such time as the Director is no longer a member of the Company's Board of Directors.

Upon termination of this Agreement, Director shall be deemed to have resigned from all offices then held with Company by virtue of her position as Board Member. Director agrees that following any termination of this Agreement, she shall cooperate with Company in the winding up or transferring to other directors of any pending work and shall also cooperate with Company (to the extent allowed by law, and at Company's expense) in the defense of any action brought by any third party against Company that relates to the Services.

6. Nondisclosure Obligations

Director shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information (as defined below), confidential information, or trade secrets belonging to Company, whether or not it is in written or permanent form, except to the extent necessary to perform the Services, as required by a lawful government order or subpoena, or as authorized in writing by Company. These nondisclosure obligations also apply to Proprietary Information belonging to customers and suppliers of Company, and other third parties, learned by Director as a result of performing the Services. "**Proprietary Information**" means all information pertaining in any manner to the business of Company, unless (i) the information is or becomes publicly known through lawful means; (ii) the information was part of Director's general knowledge prior to his relationship with Company; or (iii) the information is disclosed to Director without restriction by a third party who rightfully possesses the information and did not learn of it from Company.

7. Dispute Resolution

(a) Jurisdiction and Venue. The parties agree that any suit, action, or proceeding between Director and Company (and its affiliates, shareholders, directors, officers, employees, members, agents, successors, attorneys, and assigns) relating to this Agreement shall be brought in either the United States District Court for the State of Florida or in a Florida State court and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. If any one or more provisions of this Section shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

(b) Attorneys' Fees. Should any litigation, arbitration or other proceeding be commenced between the parties concerning the rights or obligations of the parties under this Agreement, the party prevailing in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees in such proceeding. This amount shall be determined by the court in such proceeding or in a separate action brought for that purpose. In addition to any amount received as attorneys' fees, the prevailing party also shall be entitled to receive from the party held to be liable, an amount equal to the attorneys' fees and costs incurred in enforcing any judgment against such party. This Section is severable from the other provisions of this Agreement and survives any judgment and is not deemed merged into any judgment.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties hereto superseding all prior and contemporaneous agreements or understandings among the parties hereto concerning the Agreement.

9. Amendments; Waivers

This Agreement may be amended, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties or, in the case of a waiver, by the party to be charged. Any amendment or waiver by the Company must be approved by the Company's Board of Directors and executed on behalf of the Company by its Chief Executive Officer. If the Director shall also serve as Chief Executive Officer, such amendment or waiver must be executed on behalf of the Company by an officer designed by the Company's Board of Directors.

10. Assignment

This Agreement shall not be assignable by either party.

11. Severability

If any provision of this Agreement shall be held by a court to be invalid, unenforceable, or void, such provision shall be enforced to fullest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect. In the event that the time period or scope of any provision is declared by a court of competent jurisdiction to exceed the maximum time period or scope that such court deems enforceable, then such court shall reduce the time period or scope to the maximum time period or scope permitted by law.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

13. Interpretation

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

14. Binding Agreement

Each party represents and warrants to the other that the person(s) signing this Agreement below has authority to bind the party to this Agreement and that this Agreement will legally bind both Company and Director. To the extent that the practices, policies, or procedures of Company, now or in the future, are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. Any subsequent change in Director's duties or compensation as Board Member will not affect the validity or scope of the remainder of this Agreement.

15. Director Acknowledgment

Director acknowledges Director has had the opportunity to consult legal counsel concerning this Agreement, that Director has read and understands the Agreement, that Director is fully aware of its legal effect, and that Director has entered into it freely based on his own judgment and not on any representations or promises other than those contained in this Agreement.

16. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Date of Agreement

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

AlphaPoint Technology, Inc.		Katya Fisher Esq.	
a Delaware Corporation		Individual	
/s/ Gary Macleod		/s/ Katya Fisher Esq.	
Name:	Gary Macleod	Name:	Katya Fisher Esq.
Title:	Chairman of the Board	Title:	Director

EXHIBIT A

DESCRIPTION OF SERVICES

Responsibilities as Director. Director shall have all responsibilities of a Director of the Company imposed by Delaware or applicable law, the Articles of Incorporation, as amended, and Bylaws, as amended, of Company. These responsibilities shall include, but shall not be limited to, the following:

- 1 . Attendance. Use best efforts to attend scheduled meetings of Company's Board of Directors;
- 2 . Act as a Fiduciary. Represent the shareholders and the interests of Company as a fiduciary; and
- 3 . Participation. Participate as a full voting member of Company's Board of Directors in setting overall objectives, approving plans and programs of operation, formulating general policies, offering advice and counsel, serving on Board Committees, and reviewing management performance.

EXHIBIT B

STOCK AWARD

Options. Subject to the Board of Directors Agreement, Company will grant a 250,000 shares of the company common stock on the date of this AGREEMENT.

AlphaPoint Technology Announces Today the Appointment of Katya Fisher, Esq., to Company's Board of Directors

SARASOTA, Fla.--(BUSINESS WIRE)--

AlphaPoint Technology, Inc. (OTCQB: APPO) ("AlphaPoint"), a technology holding and enterprise blockchain software application development company, is pleased to announce today the appointment of Katya Fisher, Esq., as a new member of AlphaPoint's Board of Directors. Ms. Fisher is a partner at Fisher Cataliotti P.C., a law firm focused on representing international businesses and entrepreneurs with a specific focus on media and technologies such as blockchain, cybersecurity, cryptocurrency and artificial intelligence. Ms. Fisher will begin her tenure immediately.

Ms. Fisher is a graduate of New York University and Benjamin N. Cardozo School of Law. She is a former Howard M. Squadron Fellow at the University of Oxford's Programme in Comparative Media Law and Policy and has been selected to Super Lawyers as a "Rising Star" in Corporate Law in 2014, 2015, 2016, 2017 and 2018. She is licensed in the state of New York and before the U.S. Tax Court.

"We are delighted to welcome Katya with her industry-leading technology and business expertise to AlphaPoint at a time when industry trends such as enterprise blockchain development, as well as the convergence of enterprise applications and the blockchain, are driving tremendous growth opportunities," said Gary Macleod, AlphaPoint's President and CEO.

"I am excited to join AlphaPoint as Board member. Based on my experience in the emerging blockchain space, I think that AlphaPoint is uniquely positioned on the important areas where blockchain can be most valuable. I look forward to contributing to AlphaPoint's growth," commented Katya Fisher.

AlphaPoint recently announced that it had joined the Oracle Scaleup Ecosystem program. AlphaPoint will work with the Oracle Scaleup Ecosystem, and with the Oracle Cloud Infrastructure platform, utilizing the global resources, cloud technology, infrastructure and expertise Oracle has to offer, as AlphaPoint moves into its next phase of growth.

AlphaPoint is developing an audit and compliance blockchain Software Asset Management (SAM) solution, which connects software and hardware entitlements to their license and components with the software decision-makers. The blockchain solution collects software license and device information via a non-evasive collection utility that deploys via enterprises login or maintenance procedures.

About AlphaPoint Technology

AlphaPoint Technology, Inc. (APPO) is a publicly-traded enterprise software company. We are committed to blockchain deployments for enterprise markets and serving the enterprise market to produce value by helping to make effective software products to solve business problems. AlphaPoint is developing a blockchain Software Asset Management (SAM) solution which connects software and hardware entitlements to their license and components with the software decision-makers, to drive automation with transparency to reduce SAM content, effort, and cost. The SAM blockchain solution collects software license and device information via a non-evasive collection utility that deploys via an enterprises' login or maintenance procedures. To learn more, visit <http://www.appo.tech>.
