

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): **May 24, 2021**

Commission File Number: **000-56142**

**OBITX, INC.**

(Exact name of registrant as specified in charter)

**DELAWARE**

(State or other jurisdiction of incorporation)

**82-1091922**

(IRS Employer Identification No.)

**3027 US HIGHWAY 17, FLEMING ISLAND, FL**

(Address of principal executive offices)

**32003**

(Zip Code)

Registrant's telephone number **321-802-2474**

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:

- 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))

As used in this report, the terms “Company,” “our company,” “us,” “OBITX,” “we” and “our” refer to OBITX, Inc. unless the context requires otherwise

**Item 8.01. Other events.**

On May 24, 2021 the Company engaged RedChip Companies as a non-exclusive Investor Relations Firm. The terms of the agreement are for 12 months effective June 1, 2021. After the initial four months the Company may cancel the agreement with a 30-days’ notice. RedChip Companies shall develop an Investor Relations Strategy for the Company. During the term, the Company will be featured on Bloomberg International (Europe). Compensation for these services, and more, is \$12,500 per month and 75,000 shares of common stock. For a complete description of services review attached agreement.

**Item 9.01 Financial Statements and Exhibits.**

<u>Exhibit</u>	<u>Description</u>
<a href="#">10.1</a>	<a href="#">Investor relations agreement dated May 24, 2021.</a>

**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.

**OBITX, INC.**

Date: May 25, 2021

By: /s/ Eric Jaffe  
Eric Jaffe,  
Chief Executive Officer



**RedChip Companies, Inc.**  
Investor Relations Agreement

This **AGREEMENT** (the "Agreement") made and entered into this 21st day of May, 2021, by and between RedChip Companies, Inc., located at 431 E. Horatio Ave, Suite 100, Maitland, FL 32751 (hereinafter referred to as "RC") and Obitx, Inc. (hereinafter referred to as the "Company") located 3027 US Highway 17, Fleming Island, FL 32003.

**WITNESSETH:**

For and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**1. INDEPENDENT CONTRACTOR**

The Company hereby hires and employs RC as a non-exclusive independent contractor; and RC does hereby accept its position as an independent contractor to the Company, upon the terms and conditions hereinafter set forth.

**2. TERM**

The initial term of this Agreement shall be for Twelve (12) months, beginning on June 1, 2021. After the initial fourth month, the Company reserves the right to terminate this agreement upon 30 days written notice to the RC. The Company shall be liable for payment for two additional months of cash fees if the Company elects to terminate this agreement early.

**3. DUTIES AND OBLIGATIONS: Investor Relations Services**

During the RC IR, and Digital Media Program (the "IR Program Term"), RC shall have the following duties and obligations for Investor Relations Services provided to the Company, under this Agreement.

RC acknowledges that material and copy produced for the Company is subject to strict compliance with certain laws and regulations and accordingly all material and copy produced for the Company must be approved by the Company before being published. The Company must provide timely approval of all RC work and copy before such material or copy is published. The Company will delegate in writing the individual or individuals with whom RC will communicate in regard to all aspect of the material and copy produced under this agreement. RC agrees to indemnify and hold the Company harmless with respect to any claims or actions by third parties against the Company based upon any intentional or negligent act of RC or breach by RC of this Agreement, except where any such claim or action arises out of material supplied by the Company to RC.

3.1 Development of IR Strategy, analyzing, and improving all IR collateral, including power-points, press-releases, conference call scripts.

3.2 Writing, editing of all press-releases, conference call scripts and other collateral the Company requires to communicate its value proposition to Wall Street.

3.3 Fact Sheet created with overview, value proposition and investment highlights. Digital version emailed to qualified small cap investors.

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- 3.4 RedChip Money Report™ TV Interview aired on Bloomberg International (Europe), Family Channel, American Business Television (24x7), Action Channel, and Roku on Demand minimum 4x over a 12-month period.
- 3.5 Micro-Ad Video created and distributed on the RedChip Social Media Platform.
- 3.6 Investor Landing Page updated with all the financial data and video collateral.
- 3.7 Five (5) Minute CEO Company Overview Video distributed on the RedChip Social Media Platform.
- 3.8 Articles written quarterly or upon material developments distributed to the RedChip network of 50,000 investors through its weekly newsletter-The RedChip Money Report™.
- 3.9 CEO Webinar presentations quarterly - Prerecorded 20-minute audio and video presentations.
- 3.10 Assistance with setting up the Company's social media accounts, including Twitter and Facebook
- 3.11 RedChip will report to the Company its progress with periodic calls with management.

#### **4. COMPENSATION**

Obitx, Inc. (the Company) agrees to pay RedChip Companies, Inc. (RC) the following:

- 4.1 \$12,500 per month, the first payment due immediately upon execution of this Agreement which is for the period beginning June 1, 2021, and thereafter on the 1st of each month.
- 4.2 75,000 Shares of Rule 144 stock deemed earned immediately upon signing, acceptance and execution of this Agreement. An additional 25,000 shares of common stock to be issued 6 months after the effective date of this agreement, subject to Company's prior approval.
- 4.3 The Company shall cause to be delivered the applicable shares in book form for the shares described in para 4.2 (the "**Securities**") to the RC. The Company represents and warrants that, when issued, the Securities will be issued free and clear of all liens, charges, and encumbrances of any kind whatsoever, subject only to the re-sale restrictions under applicable securities laws.
- 4.4 The parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the RC pursuant to this Agreement including but not limited to the costs of implementing the investor Relations Strategy. RC shall not have any right or authority to and shall not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without Company's prior consent in each instance.
- 4.5 For the purposes of receiving the Securities, the RC makes the following covenants, representations and warranties:
- (i) RC acknowledges and agrees that Securities will not be registered under the Securities Act of 1933 (the "US Securities Act") and may not be offered or sold in the United States or to U.S. persons (other than distributors) unless the Securities are registered under the US Securities Act, or unless an exemption from the registration requirements of the US Securities Act is available. The RC further acknowledges and agrees that hedging transactions involving the Securities may not be conducted unless in compliance with the US Securities Act.



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- (ii) RC acknowledges and agrees that the Company shall refuse to register any transfer of the Securities not made in accordance with the provision of Regulation S of the US Securities Act pursuant to registration under the US Securities Act, or pursuant to an available exemption from registration;
- (iii) RC agrees not to engage in hedging transactions with regard to the Securities unless in compliance with the US Securities Act.
- (iv) RC acknowledges and agrees that no information furnished by the Company constitutes investment, accounting, legal or tax advice. The RC is relying solely upon itself and its professional advisors, if any, for any such advice.
- (v) RC acknowledges and agrees that the certificates representing the Securities shall bear the following restrictive legend (or substantially equivalent language) restricting transfer of the Securities as follows:
- (vi) The transfer of the securities represented by this certificate is prohibited except in accordance with the provisions of Regulation S promulgated under the United States Securities Act of 1933, as amended (the "Act"), pursuant to registration under the Act or pursuant to an available exemption 'from registration. In addition, hedging transactions involving such securities may not be conducted unless in compliance with the Act."

## 5. RC'S EXPENSES AND COSTS

The Company shall pay all costs of food, beverage and the rental of facilities for meetings when appropriate, provided the expenses are pre-approved by the Company.

## 6. COMPANY'S DUTIES AND OBLIGATIONS

The Company shall have the following duties and obligations under this Agreement:

- 6.1 Use reasonable best efforts to cooperate fully and timely with RC to enable RC to perform its obligations under this Agreement.
- 6.2 Act diligently and promptly in reviewing materials submitted to it from time to time by RC and inform RC of any inaccuracies of which it is aware contained therein prior to the dissemination of such materials.
- 6.3 Give full disclosure of all material facts or information concerning the Company to RC and update such information on a timely basis.

## 7. NONDISCLOSURE

Except as may be required by law, or in the course of normal business, neither the Company nor RC shall disclose the contents and provisions of this Agreement to any individual or entity without the other party's prior consent.

Both the Company and RC shall instruct its officers, directors, employees, agents and affiliates of this obligation. If the Company shall provide any information to RC for background or other purposes which it shall identify as confidential or non-public information, RC shall not disclose such information to any party, except as may be required by law pursuant to a written opinion of competent counsel, during the term of this Agreement and for a period of one (1) year thereafter, and RC shall inform its employees, agents, officers, directors and agents of this obligation.



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## 8. MISCELLANEOUS

8.1. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing, and shall be deemed to have been duly given when delivered personally or sent by email, registered or certified mail, return receipt request, postage prepaid to the parties hereto at their addresses indicated hereinafter. Either party may change his or its address for the purpose of this paragraph by written notice similarly given.

8.2 Entire Agreement. This Agreement represents the entire agreement between the parties in relation to its subject matter and supersedes and voids all prior agreements between such parties relation to such subject matter.

8.3 Amendment of Agreement. This Agreement may be altered or amended, in whole or in part, only in writing signed by both parties.

8.4 Waiver. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other subsequent breach or condition, whether of alike or different nature, unless such shall be signed by the person making such waivers and/or which so provides by its terms.

8.5 Captions. The captions appearing in this Agreement are inserted as matter of convenience and for reference and in no way affect this Agreement, define, limit or describe its scope or any of its provisions.

8.6 Situs. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the conflict of laws provisions thereof.

8.7 Benefits; Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns. This Agreement may not be assigned by either party without the written consent of the other party.

8.8 Currency. In all instances, references to monies used in this Agreement shall be deemed to be United States dollars.



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This Agreement may be executed in counterpart via email and/or by fax transmission, with each counterpart being deemed an original.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

Company: **Obitx, Inc.**

By: Michael W Hawkins  
Date: May 23, 2021  
Title: Chairman and CFO

**REDCHIP COMPANIES, INC.**

By: CONFIRMED AND AGREED

Duly Authorized  
Dave Gentry  
Print Name

**REDCHIP COMPANIES, INC.**

Witness  
Jon Cunningham  
Print Name



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