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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): **June 21, 2021**

**Commission File Number: 000-56142**

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

**Item 2.01. Completion of Acquisition or Disposition of Assets.**

On June 21, 2021 (the “Effective Date”), the company completed the acquisition of 832 Energy Technology Consultants, LLC, and a consulting agreement with Cedric Harris, founder and CEO of 832 Energy Technology Consultants, LLC to the position of Chief Research Officer. The Company acquired 100% of the outstanding stock of 832 Energy Technology Consultants, LLC, a Texas company for \$1,575,000, which consisted of 300,000 shares of common stock. As a condition to the acquisition, we entered into a consulting agreement with Cedric Harris. Under terms of the consultant agreement Cedric Harris is to receive \$10,000 per year base salary with bonus incentives that consist of stock bonuses based upon profitability of the business and expansion of intellectual properties.

Cedric Harris is 51 years old and brings nearly 40 years of industry experience in the areas of Computer Science and Mathematics. Prior to his role as CRO at Everything Blockchain, INC, Mr. Harris has worked as the Senior Solution Architect for more than 7 Fortune 500 companies operating in the Oil and Gas, Airline, Logistics, Semiconductor and Retail Energy industries. Mr. Harris has worked to develop many innovations in the areas of distributed computing, artificial intelligence and blockchain. In April, 2021, Mr. Harris was granted a full patent by the US Patent Office for his innovations in blockchain.

**Item 9.01. Financial Statements and Exhibits.**

<b>Exhibit</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Purchase Agreement</a>
<a href="#">10.2</a>	<a href="#">Employment Agreement</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.

**EVERYTHING BLOCKCHAIN, INC.**

Date: July 1, 2021

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

**PURCHASE AGREEMENT***State of Florida*

This Purchase Agreement (“Agreement”) is made by and between the following parties:

**Cedric Harris**, member of 832 Energy Technology Consultants, LLC, a limited liability company formed under the laws of the State of Texas, who resides at 1007 Old Oyster Trail, Sugarland, TX 77478, hereinafter known as “Seller”; and

**Everything Blockchain, Inc.**, a corporation incorporated under the laws of the State of Delaware, located at 3027 US-17, Fleming Island, FL 32003, hereinafter known as “Buyer”.

The parties shall be individually referred to as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Seller is a member of 832 Energy Technology Consultants, LLC (the “LLC”); and,

**WHEREAS**, Seller desires to sell all membership units belonging to Seller, representing 100% of the issued and outstanding membership units in the LLC (the “Units”); and,

**WHEREAS**, Buyer would like to purchase 100% of the issued Units of Seller; and,

**WHEREAS**, the LLC’s operating agreement and all other governing documents permit the sale contemplated herein; and,

**WHEREAS**, Buyer and Seller have agreed to complete the sale of the Units through this Agreement and abide by the terms and conditions herein.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

Article 1 - SALE

Buyer agrees to purchase Seller's Units for **\$1,575,000** ("Total Sale Price").

Article 2 - PAYMENT

For purposes of share compensation, whether as partial payment or as full payment of the Total Sale Price, the cost per share is calculated by taking the average closing price of Buyer's stock in the ten (10) days preceding execution of this Agreement.

Equation: *Average closing price (10 days preceding execution of this Agreement) of common stock of Buyer ' number of shares remunerated to Seller + all ancillary cash payments, fees, and costs delineated herein (if any) = Total Sale Price.*

Application: \$5.25/share ' 300,000 shares = Total Sale Price.

Article 3 - CLOSING

The Total Sale Price will be paid in full by **June 21st, 2021** (the "Closing Date"), which may be sooner as mutually agreed upon by both Parties.

On the Closing Date, the parties will meet as follows: The closing will be conducted through mail or electronic mail, or through whatever means are agreed to by the Parties.

On the Closing Date, the Parties will ensure all required documentation between them is complete, including the Seller delivering to the Buyer all membership transfer documentation, as well as the Buyer delivering to the Seller any and all relevant stock certificates or documentation. For any transfer documents required, Seller shall properly execute each document as needed to ensure Buyer acquires full rights in the Seller's Units, and Buyer shall properly execute each document as needed to ensure Seller acquires full rights in the Buyer's stock which is used for payment of the Total Sale Price.

As a condition to Closing:

- (i) Employees and Contractors designated in *Exhibit B: Employees and Consultants* which are deemed essential to Buyer, shall enter into a mutually agreed upon agreement with the Buyer for a mutually agreed upon period of time to continue to provide the services currently employed/contracted for by Seller.
- (ii) Seller shall ensure the LLC is free from any and all liabilities or debts owed other than those which are itemized in the table in *Exhibit C: Assets and Liabilities* and listed in *Exhibit H: Assumed Liabilities*.

SELLER PERSONALLY GUARANTEES ALL DAMAGES ACCRUED BY BUYER DUE TO LIABILITIES OR DEBTS OWED BY CORPORATION PRIOR TO CLOSING DATE. [See *Attachment A: Personal Guarantee*]

Article 4 - SELLER REPRESENTATIONS & WARRANTIES

Seller hereby represents and warrants that Seller has good title to the Units conveyed herein and that the Units is that of the LLC, which is a duly organized limited liability company, and in good standing, under the laws of State of Texas.

Seller warrants that Seller has no limitations on making such sale, such as any security interest, lien, or encumbrance. Seller is not a party to any contract with regard to any third-party rights in the Units or voting in the LLC as a result of the Units.

Additionally, Seller represents and warrants that there are no restrictions of any kind, including purchase agreements or redemption agreements on the Units.

Seller warrants that it has consulted with legal and investment advisors regarding the sale or waives the right to do so. Seller fully understands the benefits and risks of accepting Buyer's stock as payment towards the Total Sale Price.

Seller warrants that the LLC's assets consist of the items listed in *Exhibit A: Assets and Liabilities* of this Agreement.

Seller warrants that the LLC's liabilities are as listed in *Exhibit A: Assets and Liabilities*, and that no other liabilities exist.

Seller warrants that all liabilities (other than those explicitly assumed by Buyer, which are identified in *Exhibit F: Assumed Liabilities*) shall be paid in full prior to the Closing Date. A reserve of stock used for Buyer's payment may be held back from the Total Sale Price to allocate towards such liabilities.

Seller warrants that the LLC and the Seller do not owe any outstanding amounts to the Internal Revenue Service as a result of back taxes or any other penalty and is up to date with all taxes owed to the United States Internal Revenue Service or any other governmental entity, domestic or foreign.

The Seller or other authorized entities will not make any changes to the current staffing structure of the LLC, including hiring or firing employees, changing employee roles, or changing salary or benefit amounts, prior to the Closing Date.

Seller warrants that there are no employees or contractors working for the LLC, except for the employees and contractors identified in *Exhibit B: Employees and Consultants*.

There is no current or pending litigation that the LLC or Seller is involved in.

Seller warrants that the LLC is up to date for all payments on required or reasonable insurance policies. Seller warrants that a complete list of all insurance policies is attached hereto in *Exhibit C: Insurance Policies*.

Seller warrants that the LLC is not infringing upon any third party's intellectual property. Any trademarks, service marks, trade names, copyrights, or patents used by the LLC are the legal and exclusive property of the LLC. Any registered trademarks, service marks, trade names, copyrights, or patents are registered with the appropriate offices of the United States government. There are no infringement claims against the LLC, as far as the LLC is currently aware. Seller warrants that a complete list of all intellectual property owned by the LLC is attached hereto in *Exhibit D: Intellectual Property*.

Seller warrants that there are no encumbrances of any kind that would prevent Seller from the sale of Shares.

Seller warrants that the sale of the LLC will not impact any pre-existing creditor.

Seller further represents and warrants that it will take any steps to perfect Buyer's receipt of the Units, as required.

#### Article 5 - BUYER REPRESENTATIONS & WARRANTIES

Buyer hereby represents and warrants that the execution of this sale will not put Buyer in default of any contractual relationship to which Buyer is a party and that Buyer will deliver the Total Sale Price as required under this Agreement.

Buyer further represents and warrants that it will take any steps to perfect Seller's receipt of the payment of Buyer's stock, as required.

#### Article 6 - DUE DILIGENCE AND EXPENSES

Each Party is responsible for paying its own costs and expenses in connection with this Agreement. Notwithstanding, Buyer shall compensate for the cost of any audit performed to verify the books and records of the LLC, should the Buyer elect to do so.

Seller shall comply with Buyer's due diligence requests for documentation and shall put forth its best efforts to provide every document Buyer requests. The due diligence requests may be made from the date of execution of this Agreement until the Closing Date. All due diligence documents shall be listed and attached in *Exhibit E: Due Diligence Documentation*.

Upon reasonable agreement by the Parties, the due diligence period may be extended should the Seller need additional time to prepare documentation as requested in Buyer's Due Diligence Checklist.

#### Article 7 - DIVIDENDS AND VOTING

Seller shall maintain all voting rights in the LLC prior to the Closing Date, and any applicable voting rights of Seller shall transfer to Buyer upon the Closing Date. Buyer shall maintain its voting rights before the Closing Date and any applicable voting rights will transfer to Seller upon Closing.

#### Article 8 - NO BROKERAGE

Seller and Buyer each warrant and agree that no fees are due to any third-party as a result of this Agreement, including brokerage fees, finder's fees, commission, or any other payment related to the Parties' transaction.

#### Article 9 - NO GUARANTEES

With exception to all specific performance requirements provided for herein, Seller does not guarantee any specific performance of the LLC, including through sales, distributions, or otherwise. Buyer accepts that the sale of this Units is "as is".

With exception to all specific performance requirements provided for herein, Buyer does not guarantee any specific performance of the Buyer, including through sales, distributions, or otherwise. Seller accepts that the use of Buyer's stock as a method of payment of the Total Sale Price is "as is".

Article 10 - INDEMNIFICATION AND DEFENSE

To the fullest extent permitted by law, Seller shall hold harmless, indemnify, and defend (with counsel satisfactory to both Parties) Buyer, its officers, directors, employees, and agents (collectively the "Covered Parties") from and against all claims, suits, actions, liabilities, damages, losses, costs, and expenses arising out of:

- (i) Misrepresentation of any warranties provided for in Article 4 of this Agreement; or
- (ii) Seller's nonperformance of Seller's obligations under this Agreement.

The terms "damages," "losses" and "expenses" shall include all costs and expenses of whatever nature or type, including judgments, arbitration awards, settlements, court costs, litigation expenses, and attorneys' fees (including, without limitation, those attorneys' fees incurred in any appeals, or any enforcement of the obligations under this provision, or enforcement of any judgment and collection for violation of this provision) in connection therewith.

Article 11 - GENERAL PROVISIONS

a) LANGUAGE

All communications made pursuant to this Agreement shall be in the English language.

b) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes any prior agreement, written or oral.

c) JURISDICTION, VENUE & CHOICE OF LAW

The laws of the state of Florida shall be applicable to this Agreement, with the exception of its conflict of law provisions.

d) ASSIGNMENT

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party, without the written consent of the other.

e) SEVERABILITY

If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

f) HEADINGS FOR CONVENIENCE ONLY

Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

g) NO AGENCY, PARTNERSHIP OR JOINT VENTURE

No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

**EXECUTION**

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed on this 17th day of June 2021.

Seller: Cedric Harris

Buyer: Everything Blockchain, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Eric Jaffe, CEO

**Attachments**

Attachment A: Personal Guarantee

**Exhibits**

- Exhibit A: Assets and Liabilities
- Exhibit B: Employees and Consultants
- Exhibit C: Insurance Policies
- Exhibit D: Intellectual Property
- Exhibit E: Due Diligence Documentation
- Exhibit F: Assumed Liabilities

**CONSULTING AGREEMENT**

This Consulting Agreement (this "Agreement") is made effective as of June 21, 2021, by and between **Everything Blockchain, Inc.**, a Delaware corporation (the "Company"), and **Cedric Harris**, a Texas resident (the "Consultant").

**RECITALS**

**WHEREAS**, in this Agreement, the party who is contracting to receive services shall be referred to as "Company", and the party who will be providing the services shall be referred to as "Consultant".

**WHEREAS**, Consultant has a background in Blockchain development, Software Architecture and Engineering, and is willing to provide services to Company based on this background.

**WHEREAS**, Company desires to have services provided by Consultant.

**THEREFORE**, in consideration of the mutual promises, terms and conditions set forth herein, the parties hereto agree to be legally bound as follows:

**AGREEMENT**

1. **DESCRIPTION OF SERVICES.** Beginning on the effective date of this Agreement Consultant will provide the following services (collectively, the "Services"):
  - Development and Oversight of Company's Intellectual Property, specifically patent development. The Parties agree that 80% of his work under this Agreement shall be project oriented and in the development of intellectual property which must be tracked, monitored, and documented. Each project will have a name, a purpose of the research and development, an intent for resale identified; and other applicable identified in the future.
  - Serve as the Company's Chief Research Officer. As such, he shall attend scheduled meeting, make presentations on behalf of Company, work with clients of Company in identify needs, and provide other services as a "C" level position within the Company.
  - Services not mentioned herein that are mutually agreed upon.
2. **PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Company will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

### 3. PAYMENT.

a) **Monthly Fee:** Company shall pay a monthly fee of **\$10,000.00** to Consultant for the Services. This fee will be billed monthly, and Company shall pay within 5 days of Company's receipt of invoice. As an alternative to the monthly fee being paid in United States Dollars (\$), the Company may compensate Consultant the monthly fee by issuance of common shares of Everything Blockchain, Inc., (OTC: OBITX), of which have been previously warranted to Consultant on June 21, 2021<sup>1</sup>. All invoices shall be submitted via email to Michael W. Hawkins, the Company's CFO, at mhawkins@everythingblockchain.io.

b) **Performance Bonus:** The Consultant may earn up to a maximum of 700,000 shares of common stock of the Company through the achievements of the following milestones:

- i) The Consultant shall be issued 25,000 shares of common stock for each patent awarded the Company under Consultant's guidance and oversight in any country of competent jurisdiction. In addition, the Consultant shall earn an additional 5,000 shares of common stock for each additional country the patent is granted.
- ii) The Consultant shall receive 5% of gross sales generated by the Company or any of its subsidiaries which were introduced, monitored, and serviced by the Consultant. The 5% of stock shall be issued on a quarterly basis based upon funds collected by the Company from the Client introduced. NOTE: Excluded from this bonus are all Clients listed in the Stock Sales Agreement between 832 Energy Technology Consultants, LLC and the Company executed by the Parties in conjunction with this Agreement.

4. **EXPENSE REIMBURSEMENT.** Consultant shall be entitled to reimbursement from Company for all reasonable "out-of-pocket" expenses. Consultant shall obtain Company approval of any and all expenses prior to expenditure under this Agreement. Conduct of such approval may be evidenced by any source or method of communication, including, but not limited to, electronic mail from an officer of the Company, excluding the Consultant.

5. **NEW PROJECT APPROVAL.** Consultant and Company recognize that Consultant's Services will include working on various projects for Company. Consultant shall obtain the approval of Company prior to the commencement of a new project. Conduct of such approval may be evidenced by any source or method of communication, including, but not limited to, electronic mail from an officer of the Company, excluding the Consultant.

6. **TERM/TERMINATION.** After the initial period of two years, this Agreement may be terminated by either party upon 15-day written notice to the other party, and termination shall not occur until the end of business on the 15th day subsequent to the notice being provided. Conduct of such notice may be evidenced by any source or method of communication, including, but not limited to, electronic mail. Upon termination, the Monthly Fee for the corresponding month of termination shall be prorated the amount of days of the month by which the Consultant was bound by this Agreement, and shall be compensated within 15 days of Company's receipt of the final invoice.

7. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Consultant is an independent contractor with respect to Company, and not an employee of Company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

<sup>1</sup> See Everything Blockchain / Common Stock Purchase Warrant A-14

8. **EMPLOYEES.** Consultant's employees, if any, who perform services for Company under this Agreement shall also be bound by the provisions of this Agreement.

9. **CONFIDENTIALITY.**

a) The Consultant shall keep all work and services carried out hereunder for Company and all trade secrets, data, and other proprietary information of Company, including all information gathered or becoming known to the Consultant arising out or in connection with the services performed under this Agreement, (collectively, "Company's Information") entirely confidential, and not use, publish, or make known, without Company's written approval, any of Company's Information, or any other information developed by the Consultant or furnished by Company to any persons other than personnel of the parties of this Agreement. However, the foregoing obligations of confidentiality, secrecy and nonuse do not apply to any information that was in the Consultant's possession prior to commencement of work under this Agreement, or which is available to the general public in a printed publication and provided further that the foregoing obligation in no way limits the Consultant's internal use of any such work.

b) Any public statements or publicity regarding Company or its business are to be made solely by Company, and any requests for information made to the Consultant by the news media, or others, are to be referred to Company. Additionally, the Consultant shall not reference Company, nor the work performed for Company (including, but not limited to, listing Company as a customer of the Consultant on a resume or other marketing materials) without prior written approval by Company.

c) The Consultant understands, in addition, that Company may receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on Company's part to maintain the confidentiality of such information, and to use it only for certain limited purposes. The Consultant agrees to hold any Third-Party Information in the strictest confidence and will not disclose to anyone other than Company personnel or use, except in connection with any work to be performed by the Consultant for Company or when expressly authorized by an officer of Company in writing.

10. **OWNERSHIP OF CONSULTANT WORK PRODUCT.** Consultant and Company agree that, to the fullest extent permitted by applicable law, each item of Consultant Work Product will be a work made for hire owned exclusively by Company. Consultant agrees that, regardless of whether an item of Consultant Work Product is a work made for hire, all Consultant Work Product will be the sole and exclusive property of Company. Consultant hereby irrevocably transfers and assigns to Company, and agrees to irrevocably transfer and assign to Company, all right, title and interest in and to the Consultant Work Product, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, "Intellectual Property Rights") therein. At Company's request and expense, during and after the term of this Agreement, Consultant will assist and cooperate with Company in all respects, and will execute documents, and will take such further acts reasonably requested by Company to enable Company to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Consultant Work Product. Consultant hereby appoints the officers of Company as Consultant's attorney-in-fact to execute documents on behalf of Consultant for this limited purpose.

11. **UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that Consultant has disclosed (or has threatened to disclose) Information in violation of this Agreement, Company shall be entitled to an injunction to restrain Consultant from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Company shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.
12. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Company:

Everything Blockchain, Inc.  
3027 U.S. Highway 17  
Fleming Island, FL 32003  
E: mhawkins@everythingblockchain.io

IF for Consultant:

Cedric Harris  
1007 Old Ouster Trail  
Sugarland, TX 77478  
E: charris@everythingblockchain.io

Such address or electronic mail address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

13. **FORCE MAJEURE.** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.
14. **ASSIGNMENT.** Consultant agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of Company. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of Company with, or its merger into, any other corporation, or the sale by Company of all or substantially all of its properties or assets, or the assignment by Company of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Company and its respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

**15. MISCELLANEOUS PROVISIONS.**

a) Severability. The provisions of this Agreement are severable. This means that if one or more provisions of this Agreement are found to be void or unenforceable for any reason, the remaining provisions of this Agreement will still apply.

b) Choice of Law. This Agreement is entered into in accordance with the law of the State of Florida, and Florida law will apply to any questions relating to the meaning of any provision of this Agreement.

c) Jurisdiction/Venue. Any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in a state or federal court located in Jacksonville, Florida and the parties hereby consent and submit to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by Florida law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action, or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

d) Entire Agreement. This document contains the entire Agreement between the parties and may only be changed in writing. The parties agree to submit any fee dispute under this Agreement to binding arbitration by the Fee Arbitration Committee of The Florida Bar, and any award may be enforced in the appropriate court.

e) Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

f) Remedies. In the event of a breach by one of the parties, of any obligations under this Agreement, each party, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

g) Attorneys' Fees. In the event of any dispute between the parties concerning the terms and provisions of this Transaction, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

h) Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

i) Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**EVERYTHING BLOCKCHAIN, INC., the Company**

By: \_\_\_\_\_  
Eric Jaffe  
Chief Executive Officer

**CEDRIC HARRIS, the Consultant**

By: \_\_\_\_\_  
Cedric Harris