
**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 19, 2015**

DigiPath, Inc.

(Exact name of registrant as specified in charter)

Nevada

(State or other Jurisdiction of Incorporation or Organization)

000-54239

(Commission
File Number)

27-3601979

(IRS Employer
Identification No.)

**6450 Cameron Street, Suite 113
Las Vegas, NV 89118**

(Address of Principal Executive Offices and zip code)

(702) 527-2060

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of 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(b) under the Exchange Act (17 CFR 240.14a-12(b))
- 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))
-
-

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On June 19, 2015, DigiPath, Inc. appointed Todd A. Peterson to serve as the Company's Chief Financial Officer, Treasurer and Secretary and in connection therewith entered into an Employment, Confidentiality and Proprietary Rights Agreement (the "Employment Agreement") with him as of that date.

Since August 2008, Mr. Peterson, age 45, has served as the president of KSNE2 Enterprises, LLC, an accounting and consulting firm specializing in publicly traded microcap companies. From February 2007 to August 2008, Mr. Peterson was a senior accounting manager at Accuity Financial, an accounting firm specializing in publicly traded microcap companies. Mr. Peterson was also an audit manager at DeJoya Griffith and Company, a PCAOB registered audit firm, from November 2004 to February 2007, and an audit manager at Ocel, Heimer & Associates, Ltd. from 1999 to 2004. Mr. Peterson holds a Bachelor of Arts degree in accounting from the University of St. Thomas and is a certified public accountant.

Pursuant to the Employment Agreement, Mr. Peterson will receive a salary of \$7,500 per month and a \$500 monthly stipend to cover health insurance costs, and was issued an option to purchase 100,000 shares of common stock at an exercise price of \$0.33 (the closing price of our common stock on the date of grant), vesting quarterly over the one-year period following the grant date. The Employment Agreement is for an initial term of three-months and will renew automatically for successive three-month periods unless either party provides written notice of non-renewal at least 10-days prior to the expiration of the then term. The Employment Agreement also has confidentiality and non-solicit provisions.

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the full text of Employment Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Other than the Employment Agreement, there are no arrangements or understandings between Mr. Peterson and any other persons pursuant to which he was appointed Chief Financial Officer. There are also no family relationships between Mr. Peterson and any director or executive officer of the Company and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

In connection with its decision to move its accounting office to Las Vegas, Nevada and the appointment of Mr. Peterson as the Company's Chief Financial Officer as described above, on June 19, 2015, the Company notified David Williams, its Interim Chief Financial Officer (i) of the Company's election not to renew the Consulting, Confidentiality and Proprietary Rights Agreement, with ValueDriven CFO, through which Mr. Williams provided his services to the Company in Southern California as its Interim Chief Financial Officer, upon the conclusion of the current term thereof ending September 10, 2015, and (ii) that Mr. Williams would cease to serve as the Company's Interim Financial Officer, Treasurer and Secretary.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit 10.1 Employment, Confidentiality and Proprietary Rights Agreement, dated as of June 19, 2015, between DigiPath, Inc. and Todd A. Peterson

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.

DigiPath, Inc.

Date: June 23, 2015

By: */s/ Todd Denkin*

Todd Denkin
Chief Executive Officer

EXHIBIT INDEX

<u>No.</u>	<u>Description</u>
Exhibit 10.1	Employment, Confidentiality and Proprietary Rights Agreement, dated as of June 19, 2015, between DigiPath, Inc. and Todd A. Peterson

EMPLOYMENT, CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT

This Employment, Confidentiality and Proprietary Rights Agreement (“Agreement”) is entered into as of the 19th day of June, 2015 (the “Effective Date”) by and between **DigiPath, Inc.** (the “Company”), and **Todd Peterson** (the “Employee”).

WHEREAS, the Company desires to employ the Employee as the Chief Financial Officer of the Company in accordance with the terms and provisions of this Agreement, and the Employee desires to serve the Company in such capacity.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. **Employment**. The Company hereby employs the Employee, and the Employee hereby accepts employment by the Company, upon the terms and subject to the conditions set forth in this Agreement. Employee shall be employed as the Chief Financial Officer of the Company, and shall render such services and have such duties as are customary for such position, including, without limitation, those services and duties set forth in the Schedule attached hereto or as the Board of Directors or Chief Executive Officer of the Company may request from time to time.

2. **Compensation**. For the services rendered by Employee under this Agreement, the Company shall pay the Employee the compensation specified in the Schedule.

3. **Term and Survivability**. The term of this Agreement shall be for successive three-month periods starting from the Effective Date and shall renew automatically at the end of each three-month term unless cancelled by either party upon not less than ten (10) day’s written notice prior to the end of the term. Upon termination of this Agreement the following sections of this Agreement shall survive such termination: Sections 3, 5, 6, 7, 8, 10, 11, 12 and 14.

4. **Costs and Expenses of Employee’s Performance**. Except as set forth on the Schedule, all costs and expenses of Employee’s performance hereunder shall be borne by the Employee.

5. **Confidentiality**. Employee agrees that Employee will not, except when required by applicable law or order of a court, during the term of this Agreement or thereafter, disclose directly or indirectly to any person or entity, or copy, reproduce or use, any Trade Secrets (as defined below) or Confidential Information (as defined below) or other information treated as confidential by the Company, known, learned or acquired by the Employee during the period of the Employee’s employment by the Company. For purposes of this Agreement, “Confidential Information” shall mean any and all Trade Secrets, knowledge, data or know-how of the Company, any of its affiliates or of third parties in the possession of the Company or any of its affiliates, and any nonpublic technical, training, financial and/or business information treated as confidential by the Company or any of its affiliates, whether or not such information, knowledge, Trade Secret or data was conceived, originated, discovered or developed by Employee hereunder. For purposes of this Agreement, “Trade Secrets” shall include, without limitation, any formula, concept, pattern, processes, designs, device, software, systems, list of customers, training manuals, marketing or sales or service plans, business plans, marketing plans, financial information, or compilation of information which is used in the Company’s business or in the business of any of its affiliates. Any information of the Company or any of its affiliates, which is not readily available to the public, shall be considered to be a Trade Secret unless the Company advises Employee in writing otherwise. Employee acknowledges that all of the Confidential Information is proprietary to the Company and is a special, valuable and unique asset of the business of the Company, and that Employee’s employment by the Company has created, creates and will continue to create a relationship of confidence and trust between the Employee and the Company with respect to the Confidential Information. Furthermore, Employee shall immediately notify the Company of any information, which comes to its attention, which might indicate that there has been a loss of confidentiality with respect to the Confidential Information. In such event, Employee shall take all reasonable steps within its power to limit the scope of such loss.

6. **Return of the Company's Proprietary Materials** . Employee agrees to deliver promptly to the Company on termination of this Agreement for whatever reason, or at any time the Company may so request, all documents, records, artwork, designs, data, drawings, flowcharts, listings, models, sketches, apparatus, notebooks, disks, notes, copies and similar repositories of Confidential Information and any other documents of a confidential nature belonging to the Company, including all copies, summaries, records, descriptions, modifications, drawings or adaptations of such materials which Employee may then possess or have under its control. Concurrently with the return of such proprietary materials to the Company, Employee agrees to deliver to the Company such further agreements and assurances to ensure the confidentiality of proprietary materials.

7. **Assignment of Proprietary Rights** . Other than the Proprietary Rights (as defined below) listed on the Schedule attached hereto, if any, Employee hereby assigns and transfers to the Company all right, title and interest that Employee may have, if any, in and to all Proprietary Rights (whether or not patentable or copyrightable) made, conceived, developed, written or first reduced to practice by Employee, whether solely or jointly with others, during the period of Employee's employment with the Company which relate in any way to the actual or anticipated business or research and development of the Company, or result from or are suggested by any task assigned to Employee or by any of the work Employee has performed or may perform for the Company. Employee acknowledges and agrees that the Company shall have all right, title and interest in, among other items, all research information and all documentation or manuals related thereto that Employee develops or prepares for the Company during the period of Employee's employment by the Company and that such work by Employee shall be work made for hire and that the Company shall be the sole author thereof for all purposes under applicable copyright and other intellectual property laws. Other than the Proprietary Rights listed on the Schedule attached hereto, Employee represents and covenants to the Company that there are no Proprietary Rights relating to the Company's business which were made by Employee prior to Employee's employment by the Company. Employee agrees promptly to disclose in writing to the Company all Proprietary Rights in order to permit the Company to claim rights to which it may be entitled under this Agreement. With respect to all Proprietary Rights which are assigned to the Company pursuant to this Section 7, Employee will assist the Company in any reasonable manner to obtain for the Company's benefit patents and copyrights thereon in any and all jurisdictions as may be designated by the Company, and Employee will execute, when requested, patent and copyright applications and assignments thereof to the Company, or other persons designated by the Company, and any other lawful documents deemed necessary by the Company to carry out the purposes of this Agreement. Employee will further assist the Company in every way to enforce any patents, copyrights and other Proprietary Rights of the Company. "Proprietary Rights" means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights in any of the items listed above. The term "Intellectual Property Rights" means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country.

8. **Trade Secrets of Others.** Employee represents to the Company that its performance of all the terms of this Agreement does not and will not breach any agreement to keep in confidence proprietary information or trade secrets acquired by Employee in confidence or in trust prior to his employment by the Company, and Employee will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to others. Employee agrees not to enter into any agreement, either written or oral, in conflict with this Agreement.

9. **Other Obligations.** Employee acknowledges that the Company, from time to time, may have agreements with other persons which impose obligations or restrictions on the Company regarding proprietary rights made or developed during the course of work hereunder or regarding the confidential nature of such work. Employee agrees to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of the Company hereunder.

10. **Non-Solicit.** Employee will not, during the term this Agreement and for one year thereafter, directly or indirectly (whether as an owner, partner, shareholder, agent, officer, director, employee, independent contractor, consultant, or otherwise) with or through any individual or entity: (i) employ, engage or solicit for employment any individual who is, or was at any time during the twelve-month period immediately prior to the termination of this Agreement for any reason, an employee of the Employee, or otherwise seek to adversely influence or alter such individual's relationship with the Employee; or (ii) solicit or encourage any individual or entity that is, or was during the twelve-month period immediately prior to the termination of this Agreement for any reason, a customer or vendor of the Employee to terminate or otherwise alter his, her or its relationship with the Employee or any of its affiliates.

11. **Equitable Remedies**. In the event of a breach or threatened breach of the terms of this Agreement by Employee, the parties hereto acknowledge and agree that it would be difficult to measure the damage to the Company from such breach, that injury to the Company from such breach would be impossible to calculate and that monetary damages would therefore be an inadequate remedy for any breach. Accordingly, the Company, in addition to any and all other rights which may be available, shall have the right of specific performance, injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach without showing or proving any actual damage to the Company.

12. **Governing Law**. This Agreement shall be governed, construed and interpreted in accordance with the internal laws of the State of Nevada. In the event a judicial proceeding is necessary, the sole forum for resolving disputes arising under or relating to this Agreement are the federal and State courts located in Las Vegas, Nevada and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in Las Vegas, Nevada.

13. **Entire Agreement: Modifications and Amendments**. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The Schedule referred to in this Agreement is incorporated into this Agreement by this reference. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by the parties or by their agents duly authorized in writing or as otherwise expressly permitted herein.

14. **Attorney Fees**. Should any party institute any action or proceeding to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

15. **Prohibition of Assignment**. This Agreement and the rights, duties and obligations hereunder may not be assigned or delegated by Employee without the prior written consent of the Company. Any assignment of rights or delegation of duties or obligations hereunder made without such prior written consent shall be void and of no effect.

16. **Binding Effect: Successors and Assignment**. This Agreement and the provisions hereof shall be binding upon each of the parties, their successors and permitted assigns.

17. **Validity.** This Agreement is intended to be valid and enforceable in accordance with its terms to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable by any court of competent Jurisdiction, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of all the remaining provisions hereof.

18. **Notices.** All notices and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed duly given if delivered personally or by telecopy or mailed by registered or certified mail (return receipt requested) or by Federal Express or other similar courier service to the parties at the following addresses or (at such other address for the party as shall be specified by like notice).

(i) If to the Company:

DigiPath, Inc.
6450 Cameron Street Suite 113
Las Vegas, NV 89118
Todd@digipath.com

(ii) If to the Employee:

Todd Peterson
3608 Mallardwood Drive
Las Vegas, Nevada 89129
email: accounting@digipath.com

Any such notice, demand or other communication shall be deemed to have been given on the date personally delivered or as of the date mailed, as the case may be.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written above.

DIGIPATH, INC.

By: /s/ Todd Denkin

Name: Todd Denkin

Title: Chief Executive Officer

EMPLOYEE :

/s/ Todd Peterson

Todd Peterson

Schedule

1. DUTIES

The Employee shall have the titles CFO, Treasurer and Secretary with duties and responsibilities commensurate with such titles of a publicly-reporting company under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and shall be responsible for the following:

- a) Preparation of the Company's financial statements
- b) Oversight and management of the Company's accounting function
- c) Oversight of the Company's internal controls
- d) Review of contracts and agreements
- e) Act as Company point person in connection with auditor quarterly reviews and annual audits
- f) Be primarily responsible for timely filing of all required periodic reports under the Exchange Act
- g) Perform additional duties from time to time as reasonable requested by email from the Chief Executive Officer

2. SCHEDULE AND COMMITMENT OF TIME:

Employee will work a minimum of 30 hours per week. Work need not be performed at Company offices unless reasonably requested by the Company's Chief Executive Officer.

3. REPORTING SCHEDULE:

Employee shall report to the Chief Executive Officer and Board of Directors.

4. COMPENSATION AND PAYMENT TERMS:

The Employee shall be paid \$7,500 per month for the above services in accordance with the Company's regular payroll practices. An additional \$500 per month will be paid to Employee to cover medical insurance until such time as the company provides benefits.

In addition, Employee will be granted cashless options to purchase 100,000 shares of the Company's common stock with an exercise price equal to the closing price of the Company's common stock on the Effective Date, vesting quarterly over the one-year period following the grant date, exercisable over a ten year period from the Effective Date.

5. EXPENSES:

All expenses shall be pre-approved in advance by Company in order to qualify for reimbursement. An email authorization by an officer of Company shall be deemed valid for this approval.
