
**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): **February 20, 2017**

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))
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Item 1.01 Entry into a Material Definitive Agreement.

On February 20, 2017, DigiPath, Inc., a Nevada corporation (the “Company”), entered into a Master Joint Venture Agreement (the “Master Agreement”) with OC Testing LLC (“OC Testing”), to build additional cannabis testing labs. Pursuant to the Master Agreement:

- DigiPath and OC Testing may open cannabis testing labs from time to time, with DigiPath to provide turnkey services and its industry expertise and OC Testing to provide the funding required to open such labs.
- DigiPath will be entitled to 20% of the cash flow generated by each such lab. In addition, DigiPath will be reimbursed for its expenses during the construction phase of each testing lab, and once a lab begins operations, DigiPath will be entitled to a monthly fee of 3.5% of gross revenues, which fee will increase to 7% of gross revenues once OC Testing has received distributions equal to its invested capital in such lab.

The foregoing is a summary of the terms of the Master Agreement, does not purport to be complete, and is subject to and qualified in its entirety by reference to the text of such agreement, which has been filed as an exhibit to this Current Report on Form 8-K.

Item 8.01 Other Events.

On February 22, 2017, the Company issued a press release announcing its entry into the Master Agreement. A copy of such press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit 10.1 Master Joint Venture Agreement, dated as of March 20, 2017, between DigiPath, Inc. and OC Testing LLC

Exhibit 99.1 Press Release dated February 22, 2017

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: February 23, 2017

By: */s/ Todd Peterson*

Todd Peterson
Chief Financial Officer

EXHIBIT INDEX

No.	Description
Exhibit 10.1	Master Joint Venture Agreement, dated as of March 20, 2017, between Digipath, Inc. and OC Testing LLC
Exhibit 99.1	Press Release dated February 22, 2017

MASTER JOINT VENTURE AGREEMENT

MASTER JOINT VENTURE AGREEMENT (this “Agreement”), dated as of February 20, 2017, by and between DIGIPATH, INC., a Nevada corporation (“Digi”), and OC TESTING, LLC, a Delaware limited liability company (“OC”).

R E C I T A L S:

Digi is engaged in the cannabis lab testing business (the “Testing Business”) in the state of Nevada, and has developed substantial know-how and expertise in the Testing Business, including, without limitation, with respect to applicable standard operating procedures, testing protocols, proprietary genetic data, licensing requirements, and the design and initial setup of cannabis testing laboratories (collectively, together with the “Digipath” name, the “Digipath IP”).

Digi and OC desire to enter into a joint venture, as provided for in this Agreement, under which the parties would together engage in the Testing Business and establish cannabis testing laboratories (“Testing Labs”) in additional jurisdictions in the United States utilizing the Digipath IP and OC’s financial resources.

NOW, THEREFORE, the parties hereto agree as follows:

1. Establishment of Joint Venture Companies .

(a) From time to time during the Term (as defined below), except as set forth below, OC and Digi will enter into limited liability company agreements substantially in the form of Exhibit A hereto (“Operating Agreements”) for each jurisdiction in which they intend to jointly engage in the Testing Business. Pursuant to each such Operating Agreement, among other things, (i) Digi and OC will establish a limited liability company (an “LLC”) to engage in the Testing Business in such jurisdiction, (ii) Digi and OC will own 20% and 80%, respectively, of the membership interests of the LLC, (iii) Digi will license the Digipath IP to the LLC on a royalty-free basis; (iv) Digi will advise the LLC on the development and construction of the Testing Lab to be operated by the LLC, including the equipment to be installed in the applicable Testing Lab and the technical personnel to be employed by the LLC, and (v) OC will provide the LLC with sufficient financing to construct and open the Testing Lab.

(b) The parties anticipate that they will initially form LLCs to engage in the Testing Business in the States of Florida, California and Colorado.

(c) In the event the parties decide to enter into the Testing Business in a particular State through the purchase of an existing Testing Lab, the terms of the Operating Agreement with respect to such jurisdiction shall be as provided in Section 1(a) above, except that OC will be responsible for financing the purchase price of such Testing Lab instead of the construction thereof.

(d) In the event the parties desire to engage in the Testing Business in the State of Colorado or any other State in which Digi is legally precluded from owning equity in an entity engaging in the Testing Business in such State, OC, directly or through a subsidiary, will operate a Testing Lab in such State pursuant to a licensing and management agreement with Digi (a “Licensing Agreement”) under which Digi will license the Digipath IP to such Testing Lab and provide the same services to such Testing Lab as Digi otherwise provides to Testing Labs under the Operating Agreements, in exchange for aggregate licensing and management fees equal to 9% of the gross revenues of such Testing Lab, payable monthly in perpetuity.

2. Term. The term of this Agreement (the “Term”) shall commence on the date hereof and continue for the initial period (the “Initial Term”) of five (5) years from such date, and thereafter shall be automatically extended for additional periods of one year (each, a “Renewal Term”) unless either party provides notice to the other in writing not less than 90 days prior to the expiration of the Initial Term or the Renewal Term then in effect that it does not wish to so renew the Term.

3. Favored Pricing. In the event that Digi provides testing services to any Testing Lab established by the parties under this Agreement, the price charged by Digi for such testing services shall be no greater than the lowest price charged by Digi to any of its other customers at such time for the same or comparable services.

4. Issuance of Securities.

In connection with entering into this Agreement, concurrently herewith Digi and OC or one of its affiliates shall enter into a subscription agreement in the form attached hereto as Exhibit B pursuant to which OC or such affiliate shall purchase Digi common stock and warrants for an aggregate purchase price of \$250,000.

5. Representations and Warranties. Each party hereby represents and warrants to the other party that: (a) it is a corporation or limited liability company, duly organized and validly existing under the laws of the State of its organization, (b) it has all necessary corporate power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the person(s) signing below on its behalf are its duly authorized representatives and that this Agreement when executed and delivered will constitute its legal, valid and binding obligation enforceable against it in accordance with its terms, and (d) it is not bound by any agreement or other obligation that conflicts with its obligations hereunder, and it shall not enter into or otherwise become bound by any such agreement or obligation during the Term.

6. Confidentiality; Non-Compete.

(a) Except as necessary in the course of performing its obligations hereunder, neither party shall, at any time during the Term or thereafter, use, divulge, furnish, disclose or make accessible to any person any confidential information or knowledge of the other party (other than information generally known to the public or the industry), including, without limitation, any information relating directly or indirectly to the Testing Business or to any other business of the other party.

(b) OC covenants and agrees that during the Term and for a period of five (5) years after the termination thereof (the “Restricted Period”), except as expressly provided by this Agreement or any Operating Agreement or Licensing Agreement entered into hereunder, neither it nor any of its affiliates shall, directly or indirectly, without the consent of Digi (i) be, or become interested in, associated with or represent, or otherwise manage, operate, control or engage in the Testing Business; provided that, the foregoing shall not restrict OC from the ownership, solely as a passive investment, of 2% or less of any class of publicly-traded securities of a company engaged in the Testing Business; (ii) induce or seek to influence any employee of Digi to terminate his or her employment; or (iii) take any action for the purpose of interfering with any business relationship that Digi has with any other person. The Restricted Period shall be extended by the length of time during which OC or any of its affiliates is in breach of the provisions of this Section 6(b).

(c) Digi covenants and agrees that during the Restricted Period, neither it nor any of its affiliates shall, directly or indirectly, without the consent of OC, (i) be, or become interested in, associated with or represent, or otherwise manage, operate, control or engage in the business of cannabis cultivation; provided that, the foregoing shall not restrict Digi from the ownership, solely as a passive investment, of 2% or less of any class of publicly-traded securities of a company engaged in such business; (ii) induce or seek to influence any employee of OC to terminate his or her employment; or (iii) take any action for the purpose of interfering with any business relationship that OC has with any other person. The Restricted Period shall be extended by the length of time during which Digi or any of its affiliates is in breach of the provisions of this Section 6(c).

(d) Each party acknowledges that the Restricted Period is reasonable under the circumstances. Moreover, it is the desire and intent of the parties that the provisions of Section 6 be enforceable to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, the parties agree that if a court determines subsequently that the terms of Section 6 are unenforceable, the Parties will request that such court reform the terms by specifying the greatest time period and/or geographic area that would not render the terms unenforceable.

(e) Without prejudice to the rights and remedies otherwise available to either party, a party shall be entitled to equitable relief by way of injunction if the other party breaches or threatens to breach any of the provisions of this Section 6, without the necessity of proving irreparable harm or posting a bond or other security.

7. Notices.

(a) All notices, requests or instructions required or permitted to be given pursuant to this Agreement shall be in writing and sufficiently given if delivered in person or if sent by courier, email or by registered or certified airmail, return receipt requested, postage prepaid, as follows:

If to Digi, at:

Digipath, Inc.
6450 Cameron Street, Suite 113
Las Vegas, Nevada 89118
Attention: Joseph J. Bianco

with a copy to:

Fox Rothschild LLP
101 Park Avenue, 17th Floor
New York, New York 10178
Attention: Zev M. Bomrind, Esq.

If to OC, at:

99 Warren Street, 5E
New York, NY 10007
Attention: Andrew Kantarzhai

(b) Such notices, requests or instructions shall be deemed received when given if delivered in person, within 48 hours if sent by email or courier, and within five business days if sent by registered or certified airmail. Any of the above addresses may be changed to such other addresses as shall be designated by such party hereto by notice given as provided above to the other party hereto; provided, however, that any such notice of change of address shall be effective only upon receipt.

8. Modification. This Agreement may be changed, amended, terminated, modified, extended or superseded, or compliance with any term or condition hereof may be waived, only if agreed to in writing by the parties hereto, or in the case of a waiver, by the party waiving compliance. No waiver by either party hereto of any provision of this Agreement shall be deemed a waiver of any other provision hereof or a waiver of the same provision at any prior or subsequent time.

9. Assignment. No party may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party, except that a party may assign its rights under this Agreement and any agreements related hereto to an affiliate as long as such affiliate agrees to be bound by the terms of this Agreement. “Affiliate” shall mean with respect to any person, any person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with such person.

10. Severability. If any provision hereof shall be determined to be invalid or unenforceable in any respect, that provision shall be deemed deleted and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent possible.

11. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of New York, without regard to the conflicts of law principles thereof. EACH PARTY AGREES THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT SHALL BE INITIATED AND PROSECUTED IN THE COURTS HAVING PROPER SUBJECT-MATTER JURISDICTION LOCATED IN NEW YORK, NEW YORK. EACH PARTY CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY SUCH COURT HAVING JURISDICTION OVER THE SUBJECT MATTER.

12. Counterparts; Facsimile Signatures. This Agreement may be executed in two counterparts, both of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument. Signed copies of this Agreement transmitted by facsimile will be accepted by the parties, and the parties shall be entitled to rely upon such copies as though they bear original signatures.

13. Further Assurances. Each party hereto, upon the request of the other party, agrees to perform all further acts and assurances and execute, acknowledge and deliver all documents and instruments which may be reasonably necessary, appropriate or desirable to carry out the provisions and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or caused the same to be duly executed on the date first above written.

DIGIPATH, INC.

By: /s/ Joseph J. Bianco

Name: Joseph J. Bianco

Title: Chief Executive Officer

OC TESTING, LLC

By: /s/ Andrew Kantarzhi

Name: Andrew Kantarzhi

Title: Managing Partner

EXHIBIT A
FORM OF OPERATING AGREEMENT

EXHIBIT B
SUBSCRIPTION AGREEMENT

**Digipath, Inc. Enters into Joint Venture Agreement with
Strategic Investor**

LAS VEGAS, NV —(February 22, 2017) - Digipath, Inc. (OTCQB : DIGP), an independent cannabis lab testing and media firm, is pleased to announce that it has entered into an agreement with a strategic investor, OC Testing LLC, to build additional cannabis testing labs. Pursuant to this agreement:

- Digipath and the investor intend to open cannabis testing labs in jurisdictions outside of Nevada, with Digipath to provide turnkey services and its industry expertise and the OC Testing to provide all funding required to open such labs. Services to be provided by Digipath will include oversight of the purchase and installation of all laboratory equipment, responsibility for obtaining state and local regulatory approvals, and the identification and hiring of laboratory personnel.
- OC Testing will be responsible for financing the building of each additional lab, including the provision of sufficient startup working capital.
- Digipath will be entitled to 20% of the cash flow generated by each such lab. In addition, Digipath will be reimbursed for its expenses during the construction phase of each testing Lab, and once a lab begins operations, Digipath will be entitled to a monthly fee of 3.5% of gross revenues until OC Testing has received distributions equal to its invested capital. Thereafter, Digipath will be entitled to a monthly fee equal to 7% of gross revenues for so long as it remains an owner of each such lab.
- All new labs will be branded under the “Digipath Labs” name, and will meet all the standards of quality and professionalism set by the Digipath Labs flagship operation in Nevada, which operates under the most demanding regulations in the nation.
- The parties intend to first launch a medical marijuana testing lab in the State of California, followed by additional labs in Florida and other States. However, nothing in the agreement prevents Digipath from establishing or purchasing its own labs.

Todd Denkin, COO of Digipath, commented, “This agreement is an important step in expanding the Digipath Labs brand in the cannabis lab testing market and provides us with a strategic and financial partner as we scale into other legal cannabis markets. We believe that this model will enable us to better protect and enhance the industry-leading benchmarks we have set by ensuring our direct control over each operation.”

A spokesperson for OC Testing, LLC, stated, “We believe that lab testing services in the cannabis markets are crucial to ensuring patient safety and consumer confidence. After an extended search for the best partner, it is clear that Digipath is setting the industry standard for compliance, data driven standards and best practices.”

About Digipath, Inc. Digipath Inc. is a cannabis testing and media firm that supports the cannabis industry's best practices for reliable testing and delivers cannabis news coverage and education about the cannabis industry. Digipath's two business units are Digipath Labs™ and TNM News Corp. Digipath Labs™ is working to set the industry standard for testing all forms of cannabis-based products using FDA-compliant laboratory equipment and proprietary standard operating procedures (SOP) to ensure product safety and efficacy. TNM News Corp has pioneered a cannabis-focused news network, The National Marijuana News™, which delivers news, interviews, and education on all things cannabis.

For more information please visit <http://www.Digipath.com> and www.DigipathLabs.com

Forward-Looking Statements

This press release contains “forward-looking statements” that include information relating to future events, and future financial and operating performance. Forward-looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of the times at, or by, which that performance or those results will be achieved. Forward-looking statements are based on information available at the time they are made and/or management's good faith belief as of that time with respect to future events, and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in, or suggested by, the forward-looking statements. Important factors that could cause these differences include, but are not limited to: the Company's need for additional funding, governmental regulation of the cannabis industry, the demand for the Company's products, the introduction of new products, the Company's ability to maintain customer and strategic business relationships, the impact of competitive products and pricing, growth in targeted markets, the adequacy of the Company's liquidity and financial strength to support its growth, and other information that may be detailed from time-to-time in the Company's filings with the United States Securities and Exchange Commission. For a more detailed description of the risk factors and uncertainties affecting Digipath, please refer to the Company's recent Securities and Exchange Commission filings, which are available at www.sec.gov. The Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

Investor Relations Contact

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