

# SECURITIES & EXCHANGE COMMISSION EDGAR FILING

## Blockchain Industries, Inc.

Form: 10-K

Date Filed: 2017-08-30

Corporate Issuer CIK: 1084370

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

FORM 10-K

(MARK ONE)

**ANNUAL REPORT UNDER SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

**FOR THE FISCAL YEAR ENDED: APRIL 30, 2017**

**TRANSITION REPORT UNDER SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_.

Commission file number **000-51126**

**OMNI GLOBAL TECHNOLOGIES, INC.**

(Exact name of small business issuer as specified in its charter)

**Nevada**

(State or other jurisdiction of  
incorporation or organization)

**88-0355407**

(IRS Employer  
Identification No.)

**53 Calle Palmeras, Suite 802 San Juan Puerto Rico, 00901**

(Address of principal executive offices)

**787-767-0808**

(Issuer's telephone number)

**Business.VN, Inc.**

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES  NO

The aggregate market value of the registrant's voting and non-voting common stock held by non-affiliates of the registrant on July 31, 2017, the last business day of the registrant's most recently completed fiscal quarter, computed by reference to the last sale price of the registrant's common stock as reported by The NASDAQ Global Select Market on such date, was approximately \$3,687. This computation assumes that all executive officers, directors and persons known to the registrant to be the beneficial owners of more than ten percent of the registrant's common stock are affiliates of the registrant. Such assumption should not be deemed conclusive for any other purpose.

State the number of shares outstanding of each of the issuer's classes of common equity, as of the latest practicable date: As of August 25, 2017 the issuer had 20,368,703 shares of its common stock issued and outstanding.

OMNI GLOBAL TECHNOLOGIES, INC.,  
TABLE OF CONTENTS TO  
FORM 10-K FOR THE YEAR  
ENDED APRIL 30, 2017

	<u>PAGE</u>
<b><u>PART I</u></b>	
Item 1. <a href="#">Business</a>	1
Item 1A <a href="#">Risk Factors</a>	1
Item 2. <a href="#">Properties</a>	2
Item 3. <a href="#">Legal Proceedings</a>	2
Item 4. <a href="#">Mine Safety Disclosures</a>	2
<b><u>PART II</u></b>	
Item 5. <a href="#">Market For Common Equity, Related Stockholder Matters and Small Business Issuer Purchases of Equity Securities</a>	3
Item 6. <a href="#">Selected Financial Data</a>	3
Item 7. <a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	3
Item 8. <a href="#">Financial Statements and Supplementary Data</a>	6
Item 9 <a href="#">Changes in and Disagreements With Accountants on Accounting and Financial Disclosure</a>	6
Item 9A. <a href="#">Controls And Procedures</a>	6
Item 9B. <a href="#">Other Information</a>	7
<b><u>PART III</u></b>	
Item 10. <a href="#">Directors, Executive Officers and Corporate Governance</a>	8
Item 11. <a href="#">Executive Compensation</a>	8
Item 12. <a href="#">Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</a>	8
Item 13. <a href="#">Certain Relationships and Related Transactions, and Director Independence</a>	8
Item 14. <a href="#">Principal Accounting Fees and Services</a>	
<b><u>PART IV</u></b>	
Item 15 <a href="#">Exhibits, Financial Statement Schedules</a>	9
<a href="#">Signatures</a>	10

## **CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

The following are factors that could cause actual results or events to differ materially from those anticipated, and include, but are not limited to general economic, financial and business conditions, changes in and compliance with governmental laws and regulations, our ability to obtain additional financing from outside investors and/or bank and mezzanine lenders; and our ability to generate sufficient revenues to cover operating losses and position us to achieve positive cash flow.

Readers are cautioned not to place undue reliance on the forward-looking statements contained herein, which speak only as of the date hereof. We believe the information contained in this Form 10-K to be accurate as of the date hereof. Changes may occur after that date. We will not update that information except as required by law in the normal course of its public disclosure practices.

Additionally, the following discussion regarding our financial condition and results of operations should be read in conjunction with the financial statements and related notes.

## PART I

### Item 1. Description of Business

#### **BACKGROUND**

Unless the context otherwise requires, the terms "we", "our", "us", "OMNI", OMGT or "Omni Global Technologies, Inc." refers to Omni Global Technologies Inc. (formerly Business.vn, Inc.)

Omni Global Technologies, Inc. ("OMNI" or the "Company") was originally formed on September 15, 1995 as Interactive Processing, Inc., a Nevada corporation, to market high-tech consumer electronics through television home-shopping networks, retail stores, catalog companies and their website remotcontrols.com. In March 1999, the Company changed its name to Worldtradeshow.com, Inc. In April, 1999, the Company acquired intellectual property rights to a database and business plan and significantly changed its business plan to develop tradeshow software and market both physical and virtual tradeshow space through the Company's website.

The Company was dormant from October 2008 through May 15, 2016 until it was placed under the control of a Receiver in Nevada's Eighth Judicial District pursuant to #A14- 715484-P. Substantially all of the liabilities that have been outstanding since October 2008 are expected to be legally discharged by the Court, but the discharge has not occurred as of the date of this Report. As a result, all liabilities outstanding as of April 30, 2009 have been carried over to the April 30, 2017 balance sheet.

#### **Reverse Split and Name Change**

On November 18, 2016, we effected a 1 for 150 reverse split and changed our name from Business.vn, Inc. to Omni Global Technologies, Inc., and the Company's trading symbol changed from "BVNI" to "OMGT". Under the guidelines of Staff Accounting Bulletin 4c, a capital structure change such as a stock split that occurs after the date of the most recent balance sheet must be given retroactive effect in the balance sheet. Accordingly, all references to the numbers of Common Shares and per share data in the accompanying financial statements have been adjusted to reflect this reverse split on a retroactive basis, unless indicated otherwise. As of April 30, 2017 we had 20,351,422 shares outstanding.

#### **SHARE PURCHASE AGREEMENT**

From the period from May 15, 2016 through March 22, 2017 we were under the control of a court appointed Receiver. During that period the Receiver ran the Company and incurred expenses to maintain its status as public company and to locate a potential buyer for the Company. On May 23, 2017 the Company entered into a Share Purchase Agreement ("SPA") with JOJ Holdings (the "Purchaser", LLC maintaining an address at 53 Calle Palmeras, San Juan Puerto Rico. Under the terms of the SPA, the Purchaser agreed to purchase 20,000,000 of our \$0.001 par value common stock; and to assume the liability of a judgement creditor in the amount of \$25,690.41. Additionally, and concurrent with the signing of the SPA by the Company; the Receiver resigned from the Company, and the Purchaser elected Olivia Funk as the sole officer and director of the Company. The \$150,000 received at closing was distributed by an escrow agent and was used to cover Receiver expenses incurred during the receivership period, and other company expenses. All \$150,000 was disbursed prior to April 30, 2017. Therefore, the Company which began the year with no cash, ended up with no cash as on hand as of its April 30, 2017 balance sheet date.

#### **COMPETITION**

Not applicable

#### **RESEARCH AND DEVELOPMENT**

Not applicable

### **Item 1A. Risk Factors**

None.

**Item 2. Description of Property**

JOJ Holdings, LLC provides office space at no cost to the Company.

**EMPLOYEES AND CONSULTING AGREEMENTS**

The Company has one employee, Olivia Funk who serves as Chief Executive Officer

**Item 3. Legal Proceedings**

In the opinion of management, there are no matters requiring recognition or disclosure as a loss contingency in accordance with Statement of Financial Standards No. 5.

**Item 4. Mine Safety Disclosures**

Not applicable.

## PART II

### **Item 5. Market for Common Equity, Related Stockholder Matters and Small Business Issuer Purchases of Equity Securities**

- (a) Market information. Our common stock is traded on the OTC Bulletin Board (OTCBB) under the symbol "OMGT". The following table sets forth the range of high and low bid quotations for our common stock for each of the periods indicated as reported by the OTCBB. These quotations reflect inter-dealer prices, without retail markup, markdown or commission and may not represent actual transactions.

#### **OMGT- Fiscal Year Ending April 30, 2017**

<b>Quarter Ended</b>	<b>High \$</b>		<b>Low \$</b>	
July 31, 2016	\$	N/A	\$	N/A
October 31, 2016	\$	N/A	\$	N/A
January 31, 2017	\$	0.55	\$	0.08
April 30, 2017	\$	0.20	\$	0.08

#### **OMGT- Fiscal Year Ending April 30, 2016**

<b>Quarter Ended</b>	<b>High \$</b>		<b>Low \$</b>	
July 31, 2015	\$	N/A	\$	N/A
October 31, 2015	\$	N/A	\$	N/A
January 31, 2016	\$	N/A	\$	N/A
April 30, 2016	\$	N/A	\$	N/A

We consider our common stock to be thinly traded and, accordingly, reported sales prices or quotations may not be a true market-based valuation of our common stock.

**Stockholders.** As of June, 2017, there were 157 record holders of our common stock.

### **Item 6. Selected Financial Data.**

None.

### **Item 7. Management's Discussion and Analysis or Plan of Operation**

This Annual Report on Form 10-K and the information incorporated by reference may include "forward-looking statements," as defined in Section 27A of the Securities Act and section 21E of the Exchange Act. We intend the forward-looking statements to be covered by the safe harbor provisions for forward-looking statements. All statements regarding expected financial position and operating results, business strategy, financing plans and the outcome of any contingencies are forward-looking statements. The forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those set forth or implied by any forward-looking statements. Please refer to Part I, Item 1 ("Cautionary Statement Regarding Future Results, Forward-Looking Information/Statements and Certain Important Factors") of this Form 10-K for additional information. The following discussion should be read in conjunction with our consolidated financial statements and the related notes included in this Form 10-K.

### **GOING CONCERN**

The Company has experienced of \$11,228,988 net losses to date; we will need additional working capital to service debt and for ongoing operations, which raises substantial doubt about its ability to continue as a going concern. Management of the Company is working a strategy to meet operational shortfalls which may include equity funding, short term or long term financing or debt financing, to enable the Company to reach profitable operations, however, there can be no assurances that the plan will succeed nor that the Company will be able to execute its plans.

## **FORWARD-LOOKING STATEMENTS AND ASSOCIATED RISKS RELATED TO AN INVESTMENT IN OMNI GLOBAL TECHNOLOGIES, INC., INC. STOCK**

Some of the statements in this report or incorporated by reference are forward-looking, including, without limitation, the statements under the caption "Management's Discussion and Analysis or Plan of Operation". Forward-looking statements include those that contain words like "may," "will," "could," "should," "project," "believe," "anticipate," "expect," "plan," "estimate," "forecast," "potential," "intend," "maintain," "continue" and variations of these words or comparable words. In addition, all of the non-historical information herein is forward-looking, including any statement or implication about a future time, result or other circumstance. Forward-looking statements are not a guarantee of future performance and involve risks and uncertainties. Actual results may differ substantially from the results that the forward-looking statements suggest for various reasons. These forward-looking statements are made only as of the date of this report. We do not undertake to update or revise the forward-looking statements, whether as a result of new Information, future events or otherwise. (Note: The statutory safe harbors of the Private Securities Litigation Reform Act will not be available to us until such time as we become a reporting company.)

The forward-looking statements included herein are based on, among other items, assumptions that we will be able to meet our operating cash and any debt service requirements, that we will be able to successfully resolve disputes and other business matters as anticipated, that competitive and technological conditions within the medical device and electronic component industries will not affect us materially or adversely, that we will retain key personnel, that our forecasts will reasonably anticipate market demand for our products, and that there will be no significant unanticipated cost increases or other material adverse change in our operations or business. Among the factors that could cause actual results to differ materially are the following:

- the impact of competitive products and their pricing;
- potential effects of inflation;
- lack of earnings visibility;
- dependence upon certain customers or markets;
- dependence upon suppliers;
- difficulties in integrating any acquired businesses and realizing cost savings or productivity gains;
- dependence on key personnel;
- difficulties regarding hiring and retaining qualified personnel in a competitive labor market; and
- Risks of doing business in international markets.

Other factors that could cause results to vary materially from current expectations are referred to elsewhere in this report.

Assumptions regarding the foregoing involve judgments that are difficult to make and future circumstances that are difficult to accurately predict. Forecasting and other management decisions are subjective in many respects and thus susceptible to interpretations and periodic revisions based on actual experience and business developments, the impact of which may cause us to alter our internal forecasts, and which may in turn affect expectations or future results. We do not undertake to publicly announce the changes that may occur in our expectations. Readers are cautioned against giving undue weight to any of the forward-looking statements. The inclusion of forward-looking information should not be regarded as a representation by us or any other person that our objectives or plans will be achieved. We are setting out some of the more specific risk factors below in full for the convenience of the readers:

The market price of our stock has fluctuated pursuant to the acquisition and our preparations for developing and marketing our products, and can be affected by economic and political uncertainties. Declines in the market price of our stock could adversely affect our ability to retain personnel with higher-priced stock incentives, to acquire businesses or assets in exchange for stock and/or to conduct future financing activities with the sale of stock.

### **NO DIVIDENDS EXPECTED.**

We have not paid any cash or other dividends on our common shares since inception and we do not expect to pay any dividends in the future. We expect to use any earnings in our operations.

## CONTROLS AND PROCEDURES

We have no capital on hand to achieve our goals, but we do not have any commitments to obtain such capital and cannot give assurance that we will be able to obtain capital as and when required.

Future revenue growth depends on our ability to improve the effectiveness and breadth of our sales organization.

OUR COMMON STOCK IS CONSIDERED A "PENNY STOCK" AND, AS SUCH, THE MARKET FOR OUR COMMON STOCK MAY BE FURTHER LIMITED BY CERTAIN SEC RULES.

As long as the price of our common stock remains below \$5.00 per share, the stock is likely to be subject to certain "penny stock" rules promulgated by the SEC. Those rules impose certain sales practice requirements on brokers who sell penny stock to persons other than established customers and accredited investors (generally institutions with assets in excess of \$5,000,000 or individuals with net worth in excess of \$1,000,000). For transactions covered by the penny stock rules, the broker must make a special suitability determination for the purchaser and receive the purchaser's written consent to the transaction prior to the sale. Furthermore, the penny stock rules generally require, among other things, that brokers engaged in secondary trading of penny stocks provide customers with written disclosure documents, monthly statements of the market value of penny stocks, disclosure of the bid and ask prices, disclosure of the compensation to the brokerage firm, and disclosure of the sales person working for the brokerage firm. These rules and regulations adversely affect the ability of brokers to sell our common stock and limit the liquidity of our securities.

THE TRADING PRICE OF OUR COMMON STOCK IS VOLATILE AND COULD DECLINE SUBSTANTIALLY.

The trading price of our common stock is volatile and is likely to continue to be volatile. Our stock price could be subject to wide fluctuations in response to a variety of issues, including broad market factors that may have a material adverse impact on our stock price, regardless of our actual performance. The factors include, but are not limited to, the following:

- Periodic variations in the actual or anticipated financial results of our business or that of our competitors;
- Downward revisions in estimates of our future operating results or of the future operating results of our competitors;
- Material announcements by us or our competitors;
- Adverse changes in general market conditions or economic trends or in conditions or trends in the market in which we operate.

WE HAVE THE ABILITY TO ISSUE ADDITIONAL EQUITY SECURITIES, WHICH WOULD LEAD TO DILUTION OF OUR ISSUED AND OUTSTANDING COMMON STOCK.

The issuance of additional equity securities or securities convertible into equity securities would result in dilution of our existing stockholders' equity interests in us. Our Board of Directors has the authority to issue, without vote or action of stockholders, preferred stock in one or more series, and has the ability to fix the rights, preferences, privileges and restrictions of any such series. Any such series of preferred stock could contain dividend rights, conversion rights, voting rights, terms of redemption, redemption prices, liquidation preferences or other rights superior to the rights of holders of our common stock. If we issue convertible preferred stock, a subsequent conversion may dilute the current common stockholders' interest.

WE DO NOT INTEND TO PAY CASH DIVIDENDS. AS A RESULT, STOCKHOLDERS WILL BENEFIT FROM AN INVESTMENT IN OUR COMMON STOCK ONLY IF IT APPRECIATES IN VALUE.

We have never paid a cash dividend on our common stock, and we do not plan to pay any cash dividends on our common stock in the foreseeable future. We currently intend to retain any future earnings to finance our operations and further expansion and growth of our business, including acquisitions. As a result, the success of an investment in our common stock will depend upon any future appreciation in its value. We cannot guarantee that our common stock will appreciate in value or even maintain the price at which stockholders have purchased their shares.

## **Overview.**

The following discussion should be read in conjunction with our condensed financial statements, and the related notes included elsewhere in this Annual Report on Form 10-K for the fiscal year ended April 30, 2017. Certain statements contained herein may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements involve a number of risks, uncertainties and other factors that could cause actual results to differ materially, as discussed more fully herein.

## **RESULTS OF OPERATIONS**

### **FISCAL YEAR ENDED APRIL 30, 2017 COMPARED TO THE CORRESPONDING PERIOD ENDED APRIL 30, 2016**

During the three month period ended January 31, 2008, we became dormant and remained dormant until May 2016 when we placed on the control of a court appointed Receiver. During the twelve month fiscal year ended April 2016 we did not record and revenues or incur any expenses. During the 12 month period ended April 30, 2017 we incurred \$150,000 in expense and \$3,913 in interest expense; and emerged from receivership. Going forward we do not know what type of business activity we will pursue.

#### **Liquidity and capital resources.**

The Company had no cash on hand as of April 30, 2017. The Purchaser of the controlling interest in the Company which was obtained pursuant to the SPA intends to invest more money into the company, however, there can be no assurances.

#### **Off-balance sheet arrangements.**

We do not have any off-balance sheet financing arrangements or liabilities.

#### **Critical accounting estimates and policies.**

The Company has adopted all recently issued accounting pronouncements.

### **Item 8. Financial Statements**

The financial statements and notes thereto are included in this Report and begin on page F-1 with the index to consolidated financial statements.

### **Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure.**

None.

### **Item 9A. Controls and Procedures**

#### **Evaluation of and Report on Internal Control over Financial Reporting**

The management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Securities Exchange Act of 1934 as a process designed by, or under the supervision of, the company's principal executive and principal financial officers and effected by the company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America and includes those policies and procedures that:

Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company;

Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States of America and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and

Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Because of the inherent limitations of internal control, there is a risk that material misstatements may not be prevented or detected on a timely basis by internal control over financial reporting. However, these inherent limitations are known features of the financial reporting process. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk.

Management assessed the effectiveness of the Company's internal control over financial reporting as of April 30, 2017. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control-Integrated Framework.

Based on its assessment, management concluded that, as of April 30, 2017 the Company's internal control over financial reporting was not effective based on those criteria.

This annual report does not include an attestation report of the Company's registered accounting firm regarding internal control over financial reporting. Management's report is not subject to attestation by the Company's registered public accounting firm pursuant to temporary rules of the Securities and Exchange Commission.

**ITEM 9B. OTHER INFORMATION.**

Not applicable.

**PART III**

**Item 10. Directors, Executive Officers and Corporate Governance.**

None.

**Item 11. Executive Compensation.**

None.

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.**

None.

**Item 13. Certain Relationships and Related Transactions, and Director Independence.**

None.

**Item 14. Principal Accounting Fees and Services.**

None.

PART IV

**Item 15. Exhibits, Financial Statement Schedules.**

EXHIBIT NUMBER	DESCRIPTION
3.1*	<a href="#">Articles of Incorporation of the Company Filed September 15, 1995</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
4.1*	<a href="#">Form of Common Stock Certificate</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.1*	<a href="#">Business.com.vn MOU</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.2*	<a href="#">Hotels.vn Marketing agreement (Business.com.vn agreement)</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.3*	<a href="#">Hotels Extension document (Business.com.vn extension)</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.4*	<a href="#">Hi-Tek Reservation Engine agreement</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.5*	<a href="#">Maxima discount card</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.6*	<a href="#">Hi-Tek service agreement</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.8*	<a href="#">My BajaGuide.com MOU</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.9*	<a href="#">Mexican association agreement</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.10*	<a href="#">DotVN agreement</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.11*	<a href="#">VTIC MOU</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.12*	<a href="#">Consulting Agreement</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.13*	<a href="#">Hi-Tek interest agreement</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.14*	<a href="#">Hi-Tek Reservation Engine Extension</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.15*	<a href="#">Independent contractors' agreement</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.16*	<a href="#">Independent contractors' agreement</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.17*	<a href="#">Hi-Tek Service agreement with attached schedule "A"</a> (Incorporated by reference to Form 10SB12G/A filed on June 30, 2006)
10.18**	<a href="#">Share Purchase Agreement</a>
31.1**	<a href="#">Certification of Receiver pursuant to Exchange Act Rule 13a-14(a)</a>
32.1**	<a href="#">Certification of Receiver pursuant to Exchange Act Rule 13a-14(b) and 18 U.S.C. Section 1350</a>
101.INS**	XBRL Instances Document
101.SCH**	XBRL Taxonomy Extension Schema Document
101.CAL**	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF**	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB**	XBRL Taxonomy Extension Label Linkbase Document
101.PRE**	XBRL Taxonomy Extension Presentation Linkbase Document

\* These documents are incorporated herein by reference as exhibits hereto. Following the description of each such exhibit is a reference to the document as it appeared in a specified report previously filed with the SEC, to which there have been no amendments or changes.

\*\* Filed or Furnished herewith.

**SIGNATURES**

In accordance with Section 13 or 15(d) of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**OMNI GLOBAL TECHNOLOGIES, INC.**

Date: August 30, 2017

By: /s/ Olivia Funk  
Olivia Funk  
Chief Executive Officer and Director

In accordance with the Exchange Act, this report has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

## Index To Financial Statements

	<u>Page</u>
<a href="#"><u>Report of Independent Registered Public Accounting Firm</u></a>	F-2
<a href="#"><u>Balance Sheets as of April 30, 2017 and April 30, 2016</u></a>	F-3
<a href="#"><u>Statement of Operations for the Year ended April 30, 2017 and April 30, 2016</u></a>	F-4
<a href="#"><u>Statement of Cash Flows for the year ended April 30, 2017 and April 30, 2016</u></a>	F-5
<a href="#"><u>Statements of Changes in Stockholders Deficit for the year ended April 30, 2017</u></a>	F-6
<a href="#"><u>Notes to Financial Statements</u></a>	F-7

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

**To the Board of Directors and Stockholders of Omni Global Technologies, Inc.:**

We have audited the accompanying balance sheets of Omni Global Technologies, Inc. ("the Company") as of April 30, 2017 and 2016 and the related statements of operations, stockholders' equity (deficit) and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinions.

In our opinion, the financial statement referred to above present fairly, in all material respects, the financial position of Omni Global Technologies, Inc., as of April 30, 2017 and 2016, and the results of its operations and its cash flows for the years then ended, in conformity with generally accepted accounting principles in the United States of America.

The company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the Company's internal control over financial reporting. Accordingly, we express no such opinion.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company's significant operating losses raise substantial doubt about its ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ BF Borgers CPA PC

**BF Borgers CPA PC**  
Lakewood, CO  
August 30, 2017

**OMNI GLOBAL TECHNOLOGIES, INC.**  
**(Formerly Business.vn, Inc.)**  
**Balance Sheets**  
**As of April 30, 2017 and April 30, 2016**

	<u>April 30,</u> <u>2017</u>	<u>April 30,</u> <u>2016</u>
<b>ASSETS</b>		
Current assets		
Cash	\$ —	\$ —
Total assets	<u>\$ —</u>	<u>\$ —</u>
<b>LIABILITIES AND SHAREHOLDERS' DEFICIT</b>		
Current liabilities		
Accounts payable	\$ 429,679	\$ 429,679
Due to related parties	3,981,423	3,981,423
Accrued liabilities	63,917	60,004
Note payable	501,112	501,112
Convertible note	53,000	53,000
Total liabilities	<u>5,029,131</u>	<u>5,025,218</u>
Shareholders' Deficit		
Preferred stock, \$0.001 par value, 5,000,000 authorized. None issued	—	—
Common stock; \$0.001 par value; 400,000,000 shares authorized 20,368,703 and 368,703 shares issued and outstanding as of April 30, 2017 and April 30, 2016, respectively	20,368	368
Additional paid-in capital	6,179,489	6,049,489
Accumulated deficit	(11,228,988)	(11,075,075)
Total shareholders' deficit	<u>(5,029,131)</u>	<u>(5,025,218)</u>
Total liabilities and shareholders' deficit	<u>\$ —</u>	<u>\$ —</u>

The Accompanying Notes Are An Integral Part Of These Financial Statements.

**OMNI GLOBAL TECHNOLOGIES, INC.**  
**(Formerly Business.vn, Inc.)**  
**Statements of Operations**

	For the years ending April 30,	
	2017	2016
Revenue	\$ —	\$ —
General and administrative	30,580	—
Consulting fees	40,000	—
Professional fees	77,420	—
Total operating expenses	148,000	—
(Loss) from operations	(148,000)	—
Other income (expense)		
Interest expense	(5,913)	—
Loss from operations	(153,913)	—
Provision for income taxes	—	—
Net Loss	\$ (153,913)	—
Loss per common share:		
Basic and diluted	\$ (0.06)	\$ 0.00
Weighted average shares outstanding:		
Basic and diluted	2,450,895	368,703

The Accompanying Notes Are An Integral Part Of These Financial Statements.

**OMNI GLOBAL TECHNOLOGIES, INC.**  
**(Formerly Business.vn, Inc.)**  
**Statement of Cash Flows**

	For the Years Ended April 30,	
	2017	2016
Cash flows from operating activities:		
Net loss	\$ (153,913)	\$ —
Changes in operating assets and liabilities		
Increase in accrued liabilities	3,913	—
Net cash (used in) operating activities	(150,000)	—
Cash flows from investing activities:		
Net cash (used in) provided by investing activities	—	—
Cash flows from financing activities:		
Proceeds from the issuance of common stock	150,000	—
Net cash provided by financing activities	150,000	—
Net change in cash	—	—
Cash, beginning of the period	—	—
Cash, end of the period	\$ —	\$ —

The Accompanying Notes Are An Integral Part Of These Financial Statements.

**OMNI GLOBAL TECHNOLOGIES, INC.**  
**(Formerly Business.vn, Inc.)**  
**Statements of Changes in Stockholders Deficit**

	Common Stock		Additional Paid- in Capital	Stockholders Deficit	Total
	Shares	Amount			
Balance, April 30, 2016 (Unaudited)	368,703	\$ 368	\$ 6,049,489	\$ (11,075,075)	\$ (5,025,218)
Shares issued for cash	20,000,000	20,000	130,000	-	150,000
Net loss for the year ended April 30, 2017	-	-	-	(153,913)	(153,913)
Balance, April 30, 2017	<u>20,368,703</u>	<u>\$ 20,368</u>	<u>\$ 6,179,489</u>	<u>\$ (11,228,988)</u>	<u>\$ (5,029,131)</u>

**OMNI GLOBAL TECHNOLOGIES, INC.**  
**Notes to Financial Statements**

**1. Organization**

Unless the context otherwise requires, the terms "we", "our", "us", "OMNI", OMGT or "Omni Global Technologies, Inc." refers to Omni Global Technologies Inc. (formerly Business.vn, Inc.)

Omni Global Technologies, Inc. ("OMNI" or the "Company") was originally formed on September 15, 1995 as Interactive Processing, Inc., a Nevada corporation, to market high-tech consumer electronics through television home-shopping networks, retail stores, catalog companies and their website remotecontrols.com. In March 1999, the Company changed its name to Worldtradeshow.com, Inc. In April, 1999, the Company acquired intellectual property rights to a database and business plan and significantly changed its business plan to develop tradeshow software and market both physical and virtual tradeshow space through the Company's website.

The Company was dormant from October 2008 through May 15, 2016 until it was placed under the control of a Receiver in Nevada's Eighth Judicial District pursuant to #A14-715484-P. Substantially all of the liabilities that have been outstanding since October 2008 are expected to be legally discharged court, but the discharge has not occurred as of the date of this Report. As a result, all liabilities outstanding as of April 30, 2009 have been carried over to the April 30, 2017 balance sheet.

**Reverse Split and Name Change**

On November 18, 2016, the Company effected a 1 for 150 reverse split and changed its name from Business.vn, Inc., to Omni Global Technologies, Inc., and the Company's trading symbol changed from "BVNI" to "OMGT". Under the guidelines of Staff Accounting Bulletin 4c, a capital structure change such as a stock split that occurs after the date of the most recent balance sheet must be given retroactive effect in the balance sheet. Accordingly, all references to the numbers of Common Shares and per share data in the accompanying financial statements have been adjusted to reflect this forward split on a retroactive basis, unless indicated otherwise.

**2. Summary of Significant Accounting Policies**

**Basis of Presentation**

The financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP"). This basis of accounting involves the application of accrual accounting and consequently, revenues and gains are recognized when earned, and expenses and losses or recognized when incurred.

Similarly, management must make estimates of the uncollectibility of accounts receivable. Management specifically analyzes accounts receivable and historical bad debts, customer concentrations, customer credit-worthiness, current economic trends and changes in our customer payment terms when evaluating the adequacy of the allowance for doubtful accounts. If the financial condition of our customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances may be required.

**Income Taxes**

The Company utilizes SFAS No. 115, *Accounting for Income Taxes*, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are determined based on the difference between the tax basis of assets and liabilities and their financial reporting amounts based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

**Going Concern**

The Company has an accumulated deficit of \$11,228,988 to date. We will need additional working capital to service debt and for ongoing operations, which raises substantial doubt about its ability to continue as a going concern. Management of the Company is working a strategy to meet operational shortfalls which may include equity funding, short term or long term financing or debt financing, to enable the Company to reach profitable operations, however, there can be no assurances that the plan will succeed nor that the Company will be able to execute its plans.

### **Operating Expenses**

Operating expenses for the fiscal year ended April 30, 2017 are comprised of accounting, the court appointed receiver's professional fees, legal expenses, transfer agent expenses and other professional and consulting fees. These fees are not related to company operations but fees incurred to help the Company emerge from receivership status and re-establish itself as a reporting public company.

### **Basic and Diluted Net Loss Per Share**

Net loss per share is calculated in accordance with SFAS No. 128, *Earnings Per Share* for the period presented. Basic net loss per share is based upon the weighted average number of common shares outstanding. Diluted net loss per share is based on the assumption that all dilutive convertible shares and stock options were converted or exercised. Dilution is computed by applying the treasury stock method. Under this method, options and warrants are assumed exercised at the beginning of the period (or at the time of issuance, if later), and as if funds obtained thereby we used to purchase common stock at the average market price during the period.

### **Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the periods presented. Actual results could differ from those estimates.

Significant estimates made by management are, among others, realizability of long-lived assets, deferred taxes and stock option valuation. Management reviews its estimates on a quarterly basis and, where necessary, makes adjustments prospectively.

### **3. Provision for income taxes**

As of April 30, 2017, the Company has a federal net operating loss carry forwards of \$11,228,988 that can be utilized to reduce future taxable income. The net operating loss carry forward will expire through 2023 if not utilized. Utilization of the net operating loss and tax credit carry forward may be subject to substantial annual limitations due to the ownership change limitations provided by the Internal Revenue Code of 1986, as amended, and similar state provisions. The annual limitation may result in the expiration of net operating loss and tax credit carry forwards before utilization. The Company has provided a full valuation allowance on the deferred tax asset because of uncertainty regarding realizability.

### **4. Stockholder's Equity**

#### **Common Stock**

The Company has 400,000,000 shares of Common Stock authorized with a par value of \$0.001 per share and 5,000,000 shares of Preferred Stock authorized, with a par value of \$0.001 per share. As of April 30, 2017 and 2016 there were 20,368,703 and 368,703 common shares outstanding, respectively. No shares of Preferred Stock are outstanding.

#### **Common Stock Issued in Private Placements**

During the year ended April 30, 2017 under the terms of the SPA, the Company accepted subscription agreements from one investor and issued 20,000,000 shares of its common stock on March 24, 2017 at a price of \$0.0075 per share for gross proceeds totaling \$150,000.

During the year ended April 30, 2017, the Company did not accept any subscription agreements

## SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the "Agreement") is dated as of March 23, 2017 among OMNI GLOBAL TECHNOLOGIES, INC, a Nevada Corporation, maintaining an address at 387 Corona St., Suite 555, Denver, CO 80218, ("OMNI") (the "Company") (the "Seller"), and JOJ Holdings, LLC, maintaining an address at 53 Calle Palmeras, San Juan Puerto Rico, 00901 (the "Purchaser").

WHEREAS, the Purchaser desires to purchase the 20,000,000 (twenty million) Common Shares, par value \$.001 ("Shares") set forth here in of OMNI, and the OMNI desires to sell the Shares to the Purchaser on the terms set forth in this Agreement; and

WHEREAS, Robert Stevens, as Receiver, has full authority by the Court to have OMNI issue shares in the active proceeding.

WHEREAS, White Tiger Partners, LLC, as judgment creditor has obtained a judgment in the amount of \$22,025.39 as of March 17, 2015, with 8% interest as allowed under law and the order of court with a current balance of \$25,690.41 (the "Judgment") and

WHEREAS, the Judgment shall be convertible into common shares of OMNI at par value, with a maximum conversion of 5% of the current total capitalization of the outstanding shares of OMNI.

WHEREAS Robert Stevens, as Receiver, upon the closing of this transaction will settle all other debts owed by the Company other than the judgment above and

WHEREAS, The undersigned understands that the Shares are being issued without registration under the Securities Act of 1933, as amended (the "Act"), in reliance upon the exemption provided under Section 4(2) of the Securities Act of 1933, and that such reliance is based on the undersigned's representations set forth below.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Seller and the Purchaser agree as follows:

### ARTICLE I PURCHASE AND SALE

#### 1. Purchase Price; Closing

(a) The Purchase Price. The undersigned hereby offers and subscribes to purchase the Shares set forth herein of ("OMNI GLOBAL TECHNOLOGIES, INC.") with a total purchase price of \$150,000 USD (one hundred and fifty thousand dollars) ("Purchase Price").

- (b) The Closing. Upon execution of this Agreement, the parties to this Agreement shall:
- (i) The Purchaser will deliver to the Seller the Purchase Price in United States dollars in immediately available funds by wire transfer;
  - (ii) Upon receipt, OMNI will appoint Olivia Funk as sole officer and director of the Company.
  - (iii) White Tiger Partners will assign the Judgment outlined above.
  - (iv) Order the Transfer Agent for the Company, First American Stock Transfer, Inc. to issue the new restricted securities as instructed in this document, in book-entry form.
  - (v) Notify the Transfer Agent of the new officers and directors, replacing the Receiver as the authorized authority for the Company.
- (c) Director and Officers; Resignations. Contemporaneous with the Closing, the Purchaser shall nominate Olivia Funk as sole officer and director of the Company. The Receiver shall then resign his positions as officers and Directors of the Company.
- (d) Post Closing. Post Closing the Seller shall:
- (i) OMNI will File a motion to discharge the Receiver in the active proceeding ("Discharge Motion").
  - (ii) File a Form D (if requested by Buyer) with the SEC
  - (iii) File a Form 8-K with the SEC (if requested by Buyer).

**ARTICLE II**  
**REPRESENTATIONS AND WARRANTIES**

2 . 1 Representations and Warranties of the Seller. Seller makes the following representations and warranties about Seller and also about the Company:

(a) The Seller has full power and authority to enter into this Agreement and to consummate the Agreement. This Agreement has been authorized and approved by the duly appointed officer of the Company. This Agreement has been duly and validly executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller, enforceable in accordance with its terms.

(b) Neither the Company nor a predecessor of the Company, affiliated Company; officer, director or general partner of the Company; promoter of the Company presently connected with the Company in any capacity; beneficial owner of ten per cent or more of any class of equity securities of the Company; underwriter of the securities to be offered under this subsection or any partner, director or officer of such underwriter has, within ten years of the date of this Agreement:

- a. Filed a registration statement which is the subject of a currently effective registration stop order entered by any state securities administrator or the Securities and Exchange Commission;
- b. Been convicted of any criminal offense in connection with the offer, purchase or sale of a security, or involving fraud or deceit;
- c. Been subject to a state administrative enforcement order or judgment finding fraud or deceit in connection with the purchase, offer or sale of any security;
- d. Been subject to an order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently restraining or enjoining such party from engaging in or continuing to engage in any conduct or practice involving fraud or deceit in connection with the purchase, offer or sale of any security.

(c) The execution, delivery and performance by the Seller of this Agreement and consummation by the Seller of the Agreement do not and will not: (i) violate the organizational documents of the Seller, (ii) violate any decree or judgment of any court or other governmental authority applicable to or binding on the Seller; (iii) violate any provision of any federal or state statute, rule or regulation which is applicable to the Seller; or (iv) violate any contract to which the Seller or any of its assets or properties are bound, or conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which Seller is a party. No consent or approval of, or filing with, any governmental authority or other person not a party hereto is required for the execution, delivery and performance by the Seller of this Agreement or the consummation of the Agreement.

(d) The Seller (i) is a sophisticated person with respect to the sale of the Shares; and (ii) has independently and without reliance upon the Purchaser, and based on such information as the Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that the Seller has relied upon the Purchaser's express representations, warranties and covenants in this Agreement. The Seller acknowledges that the Purchaser has not given the Seller any investment advice, credit information or opinion on whether the sale of the Shares is prudent.

(e) There are no outstanding rights, options, subscriptions or other agreements or commitments obligating the Seller with respect to the Shares. Seller represents that Seller owns the Shares free and clear and that there is no lien, pledge, security interest, restriction or other encumbrance on the Share and that there is no written or oral agreement to sell the Share to any other party.

(f) The Seller has taken no action that would give rise to any claim by any person for brokerage commissions, finder's fees or similar payments relating to this Agreement or the transactions contemplated hereby.

(g) No proceedings relating to the Shares are pending or, to the knowledge of the Seller, threatened before any court, arbitrator or administrative or governmental body that would adversely affect the Seller's right to transfer the Shares to the Purchaser.

(h) Employment Matters. Seller represents that the Company (i) has no employees; (ii) has not entered into any employment contracts with any person; and (iii) has not created or issued any employee benefits including but not limited to stock options or bonuses.

(i) Litigation. Seller represents that there is no criminal, civil, or administrative action, suit, demand, claim, hearing, proceeding, or investigation pending or threatened against the Company or Sellers in their capacity serving the Company; and (ii) that the Company is not currently subject to any judgment, order, writ, injunction, decree or award issued by a Court or governmental entity.

(j) Contracts. Seller represents that neither the Company nor the Purchaser shall have any further obligation under the following contracts. All outstanding invoices to the Company as of closing, including invoices and balance owed company counsel will be paid by the Seller..

(k) Transition. Seller represents that since January 1 2017, the Company has not entered into any material contracts (including employments contracts) and has not engaged in any corporate action or exercise, including but not limited to declaring dividends or distributions or issuing additional stock or stock derivatives with the exception of the expired agreement with Omni Global (Florida) that expired in August 2016. Amounts refundable under this expired agreement will be paid by the Receiver post closing.

(l) No Outstanding Warrants. Seller represents that upon execution of this Agreement, the Company shall have no issued and outstanding warrants to purchase stock of the Company. Seller represents that it will not call, or otherwise force an exercise of, outstanding warrants, or issue shares of the Company to fulfill this covenant.

(m) Officer's Certificate. An officer of the Company shall execute an Officer's Certificate certifying the accuracy and completeness of the representations herein as well as the accuracy and completeness of the Company's response to the due diligence requests of Purchaser prior to execution. The form of Certificate is attached, and incorporated herein, as Exhibit B.

(n) Capitalization. The authorized capital stock of the Company consists of 400,000,000 shares of common stock, par value \$0.001 per share, and 100,000,000 shares of preferred stock, par value \$0.001 per share. As of the date of this Agreement, the Company has 351,422 shares of common stock issued and outstanding and no shares of its preferred stock.

(o) The Company has complied with all applicable federal and state securities laws and regulations, including being current in all of its reporting obligations under federal securities laws and regulations; and all prior issuances of securities have been either registered under the Securities Act, or exempt from registration;

(p) No order suspending the effectiveness of any registration statement of the Company under the Securities Act or the Exchange Act has been issued by the U.S. Securities and Exchange Commission (the "SEC") and, no proceedings for that purpose have been initiated or threatened by the SEC;

(q) The Company is not and has not, and the past and present officers, directors and affiliates of the Company are not and have not, been the subject of, nor does any officer or director of the Company have any reason to believe that the Company or any of its officers, directors or affiliates will be the subject of, any civil or criminal proceeding or investigation by any federal or state agency alleging a violation of securities laws;

(r) Post closing the Company will not have any liabilities, contingent or otherwise, including but not limited to notes payable and accounts payable. The Receiver will settle, pay or discharge all currently outstanding liabilities. The only claim filed in the Receiver Action was the judgment that gave rise to the Receivership and will be forgiven post closing, and all claims against the Company are barred under NRS 78.675.

(s) The Company has timely filed all state, federal or local income and/or franchise tax returns required to be filed by it from inception to the date hereof. Each of such income tax returns reflects the taxes due for the period covered thereby, except for amounts which, in the aggregate, are immaterial. In addition, all such tax returns are correct and complete in all material respects. All taxes of the Company which are (A) shown as due on such tax returns, (B) otherwise due and payable or (C) claimed or asserted by any taxing authority to be due, have been paid, except for those taxes being contested in good faith and for which adequate reserves have been established in the financial statements included in the Company's financial statements filed with the SEC and in accordance with GAAP. There are no liens for any taxes upon the assets of the Company, other than statutory liens for taxes not yet due and payable. The Seller does not know of any proposed or threatened tax claims or assessments against the Company.

(t) The books and records, financial and otherwise, of the Company are in all material aspects complete and correct and have been maintained in accordance with good business and accounting practices.

(u) All of the Company's assets and liabilities are reflected on its financial statements as filed with the SEC, and, except as set forth in the financial statements of the Company or the notes thereto, the Company has no liabilities, direct or indirect, matured or un-matured, contingent or otherwise.

(v) Information. The information concerning the Company set forth in this Agreement and its reports filed with the SEC is complete and accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading.

(w) Assistance with Post-Closing SEC Reports and Inquiries. Upon the reasonable request of the Company after the date of this Agreement, the Seller shall provide to the Company such information available to Seller, including information, filings, reports, financial statements or other circumstances of the Company occurring, reported or filed prior to the date of this Agreement, as may be necessary or required by the Company for the preparation of the reports that the Company is required to file after the date hereof with the SEC to remain in compliance and current with its reporting requirements under the Exchange Act, or filings required to address and resolve matters as may relate to the period prior to date hereof and any SEC comments relating thereto or any SEC inquiry thereof. Hard costs and fees to be the obligation of Purchaser.

(x) Indemnification. The representations in this Article II shall survive the Closing. From and after the Closing, Seller shall indemnify and hold harmless Purchaser, and affiliate, and any assignee and their respective officers and directors from and against any and all demands, claims, actions or causes of actions, assessments, losses, damages, liabilities, costs and expenses, including interest and reasonable attorneys' fees and expenses, resulting from, or arising out of, of incurred in connection with (i) any failure of any representations or warranty made by Seller to be true and correct or (ii) any non-fulfillment, violation, or breach of any representation, warranty or covenant made by Seller in this Article II.

2 . 2 Representations and Warranties of the Purchaser. Each Purchaser, for itself only, hereby represents, warrants and agrees as of the date hereof:

(a) Such Purchaser has full power and authority to enter into this Agreement and to consummate the Agreement. This Agreement has been duly and validly executed and delivered by such Purchaser and constitutes the legal, valid and binding obligation of such Purchaser, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect that affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies.

(b) The execution, delivery and performance by such Purchaser of this Agreement and consummation by such Purchaser of the Agreement do not and will not: (i) violate any decree or judgment of any court or other governmental authority applicable to or binding on such Purchaser; (ii) violate any provision of any federal or state statute, rule or regulation which is, to such Purchaser's knowledge, applicable to the Purchaser; or (iii) violate any contract to which such Purchaser is a party or by which such Purchaser or any of its respective assets or properties are bound. No consent or approval of, or filing with, any governmental authority or other person not a party hereto is required for the execution, delivery and performance by such Purchaser of this Agreement or the consummation of the Agreement.

(c) Indemnification. The representations in this Article II shall survive the Closing. From and after the Closing, Purchaser shall indemnify and hold harmless Seller, and affiliate, and any assignee and their respective officers and directors from and against any and all demands, claims, actions or causes of actions, assessments, losses, damages, liabilities, costs and expenses, including interest and reasonable attorneys' fees and expenses, resulting from, or arising out of, of incurred in connection with (i) any failure of any representations or warranty made by Seller to be true and correct or (ii) any non-fulfillment, violation, or breach of any representation, warranty or covenant made by Purchaser in this Article II.

**ARTICLE III  
MISCELLANEOUS**

3.1 Entire Agreement. The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

3.2 Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by the Seller and the Purchaser or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.

3.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Seller may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser.

3.4 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

3.5 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada, without regard to the principles of conflicts of law thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Clark County, Nevada for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via overnight delivery (with evidence of delivery). Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. If either party shall commence an action or proceeding to enforce any provisions of the documents contemplated herein, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

3.6 Survival. The representations, warranties, agreements and covenants contained herein shall survive the Closing.

3 . 7 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by electronic or facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such electronic facsimile signature page were an original thereof.

3 . 8 Severability. In case any one or more of the provisions of this Agreement shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affecting or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute therefore, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

[Rest of Page Intentionally Left Blank – Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

OMNI GLOBAL TECHNOLOGIES, INC.

Purchaser: JOJ Investments, LLC

/s/ Robert Stevens

/s/ Justin Schreiber

By: (Print Name): Robert Stevens

By: (Print Name): Justin Schreiber

Position: RECEIVER in #A-14-709484-P

Position: President

Acting under its statutory authority

WHITE TIGER PARTNERS LLC

Judgment Creditor

/s/ Robert Stevens

By: Robert Stevens on behalf of White

Tiger Partners LLC

**CERTIFICATION PURSUANT TO  
RULE 13a-14(a) AND 15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANE-OXLEY ACT.**

I, Olivia Funk, certify that:

1. I have reviewed this annual report on Form 10-K of Omni Global Technologies, Inc. for the year ended April 30, 2017;
2. Based on my knowledge, this report does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of Omni Global Technologies, Inc., as of, and for, the periods presented in this report;
4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for Omni Global Technologies, Inc., and have:
  - a. Designed such disclosure controls and procedures to ensure that material information relating to Omni Global Technologies, Inc. including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal controls over financial reporting to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of Omni Global Technologies, Inc., disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in Omni Global Technologies, Inc.'s internal controls over financial reporting that occurred during Omni Global Technologies, Inc.'s most recent fiscal quarter that has materially affected or is reasonably likely to materially affect, Omni Global Technologies, Inc., internal control over financial reporting.
5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to Omni Global Technologies, Inc., auditors and the audit committee of Omni Global Technologies, Inc., board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect Omni Global Technologies, Inc., ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in Omni Global Technologies, Inc., internal control over financial reporting.

Dated: August 30, 2017

/s/ Olivia Funk  
Olivia Funk  
Chief Executive Officer and Director

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Omni Global Technologies, Inc., (the "Company") on the annual report Form 10-K for the year ended April 30, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report") the undersigned hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 30, 2017

By: /s/ Olivia Funk  
Olivia Funk  
Chief Executive Officer and Director