
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): August 6, 2019

MARIJUANA COMPANY OF AMERICA, INC.

(Exact Name of Registrant as Specified in its Charter)

Utah
(State or other jurisdiction
of incorporation or organization)

Commission File Number
000-27039

98-1246221
(I.R.S. Employer
Identification Number)

1340 West Valley Parkway Suite #205 Escondido, California 92029
(Address of Principal Executive Offices and Zip Code)

(888) 777-4362
(Issuer's telephone number)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.

Item 1.01 Entry into a Material Definitive Agreement.

(a) On August 6, 2019, the Registrant entered into an amendment of its previously announced material definitive agreement, disclosed May 3, 2019 on Form 8-K, with Unicast Equities, LLC

(1) With the exception of the entry into the subject amended material definitive agreement, no material relationship exists between the Registrant, or any of the Registrant's affiliates or control persons on the one hand, and Unicast and Grantchester, and any of their respective affiliates or control persons on the other hand.

(2) On May 1, 2019, the Company entered into a material definitive agreement with Unicast Equities, LLC to obtain a listing on the Vienna Direct Multilateral Trading Facility ("MTF") for hempSMART, Ltd., a UK corporation and the Registrant's wholly owned subsidiary, through a Luxembourg based holding company. Unicast agreed to provide consulting and advisory services to help the Registrant apply for a listing on the Vienna Stock Exchange. Unicast agreed to advise the Registrant in the creation of a Luxembourg domiciled holding company which will serve as a listing vehicle for hempSMART, Ltd. Unicast also agreed to advise us on regulatory and compliance matters.

The original contract required the Registrant make an initial \$50,000 payment to Unicast which the Registrant paid, and an additional \$40,000 payment within thirty days of the contract date of May 1, 2019, which the Registrant failed to pay, and the Registrant was in breach of the contract. The Company and Unicast and Grantchester thereafter entered into negotiations to amend and restructure payment for the engagement.

As amended, the Parties elected to cancel the Registrant's previous contractual obligations to make cash payments, and instead, the Registrant entered into a direct agreement with Grantchester Equity, Ltd., a Company Unicast had subcontracted with to provide the Services under the original Agreement. Under this new Agreement the Registrant agreed to issue to Grantchester and/or its assignees, twenty percent (20%) of the total issued and outstanding shares in the entity slated to be issued on the foreign exchange. Grantchester and its contractors and affiliates agreed to pay for all listing fees, corporate formation fees, accounting fees, legal fees, Information Memorandum drafting fees and application fees. The Registrant agreed and acknowledged, that aside from its issuance of 20% of the listing entities equity, to contribute such other assets as may be required, including the Registrant's equity, such that the listing entity's capitalized shareholder equity is valued at no less than €100,000.

Section 9 – Financial Statement and Exhibits

Item 9.01 Financial Statements and Exhibits

<u>Exhibit No.</u>	<u>Document</u>	<u>Location</u>
10.1	Amended Contract	Filed Herewith

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.

Dated August 12, 2019

MARIJUANA COMPANY OF AMERICA, INC.

By: */s/ Donald Steinberg*
Donald Steinberg
(Principal Executive Officer)

LISTING AGREEMENT

This Listing Agreement (herein the "Agreement") is entered into this ___ day of August 2019 by and between **hempSMART, Inc.**, a Delaware corporation having its principal offices at 1340 West Valley Parkway, Suite 205, Escondido CA 92029 USA and **Grantchester Equity, Ltd**, (herein the Consultant") a corporation having its registered offices at 7824 La Mirada Dr. Boca Raton FL 33433.

RECITALS

Whereas the Company desires to become publicly listed via a holding company (the "Listing Vehicle") (herein the "Listing") on the Vienna Stock Exchange Direct MTF (The "Exchange");

Whereas the Company has agreed to contribute in kind the shares of the entity that owns and operates the European business of H Smart, Inc., operating as hempSMART

and

Whereas the Company and its principals have presented the proposed business activities of the Company, its prospective acquisition targets, potential operations, financial condition and capital structure, and various agreements and documents related thereto;

Now, therefore, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged by each of the parties, the Company and the Consultant hereby agree as follows:

I. ENGAGEMENT OF GRANTCHESTER EQUITY, LTD.

The Company hereby engages and retains the Consultant as a business consultant to the Company to perform the Services (as defined in Section IV below) for the Company during the Term (as defined in Section VII below), and the Consultant hereby accepts such appointment on the terms and subject to the conditions hereinafter set forth, and agrees to exert its best efforts in providing the Services during the Term.

II. COMPENSATION

(a) The Company agrees to issue to the Consultant and or its Assigns (including, but not limited to Sanarco Life and Wellness SA and SGCI GmbH) a number of shares equal to **Twenty (20%) percent** of the total shares issued and outstanding of the Listed Entity at the time of admission to Listing.

(b) The Parties hereto agree and understand that the Consultant and or its Affiliates and Assigns shall pay any and all costs associated with the listing (herein the "Listing Fees"), including, but not limited to: corporate formation fees, accounting fees, legal fees, prospectus drafting fees, exchange application fees, and prospectus submission fees.

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(c) Notwithstanding the foregoing, the Company agrees and understands that it is solely responsible for providing such contribution in kind of assets, shares or value such that the listed entity shall have a minimum capitalized shareholder equity of no less than EU 100,000. Such Contribution in kind may consist of contributing shares of MCOA or other assets.

III. SHARE SALES SUBSEQUENT TO LISTING

At such time as the Company and or its shareholders commence share sales in the public markets, the Company and its assigns shall receive their *pro rata portion* of sales equal to 80% of the net proceeds of shares sales, while the Consultant and its assigns receive 20% of said net proceeds.

IV. INDEPENDENT CONTRACTOR

- (a) The Consultant is, and in all respects deemed to be, an independent contractor in the performance of its duties hereunder, any law of any jurisdiction to the contrary notwithstanding.
- (b) The Consultant will not, by reason of this Agreement or the performance of the Services or the payment of Listing Expenses, be or be deemed to be, an employee, agent, partner, co-venture partner or controlling person of the Company or the Company. Notwithstanding any provision of this Agreement to the contrary, the Consultant has and shall have no power to enter into any agreement on behalf of, or otherwise bind, the Company or the Company.
- (c) The Consultant will be free to pursue, conduct and carry on for its own account (or for the account of others) such activities, employment ventures, businesses and other pursuits as the Consultant in its sole, absolute and unfettered discretion may elect.
- (d) The Consultant is not a registered broker-dealer or associated person of such, and is not purporting to act in any capacity requiring registration as a broker-dealer or associated person.
- (e) Notwithstanding the above or any other provision of this Agreement to the contrary, Consultant will not undertake any activity or pursuit that (1) conflicts with the Consultant's obligations under this Agreement, (2) is, or could reasonably be, adverse to the Company's interests during the Term, or (3) would require any license, permit or registration from a governmental authority which the Consultant does not have at the time of such activity or pursuit.

V. SERVICES

IV.1 During the Term, subject to the other express terms and conditions of this Agreement, the Consultant agrees to provide the following consulting services to the Company (hereafter collectively referred to as the "Services"):

- (i) Assist the Company in applying for and completing the Listing on the Exchange, including without limitation:
- (ii) Assist in the formation of a European domiciled holding company to serve as the Listing Vehicle.

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- (iii) Assist in the completion of all documentation for consolidation of the Operating Entity into the Listing Vehicle.
- (iv) Assist in the engagement of an auditor to prepare an opening balance sheet of the Listing Vehicle and certify the Shareholder equity of the Listing Vehicle
- (v) Prepare an Information Memorandum, listing applications, board resolutions and any and all additional listing documents for submission to the Exchange.
- (vi) Recommend and facilitate engagement of a Listing Sponsor, Market Coach and a stock transfer agent for the Company pursuant to the statutory requirements of the Exchange;
- (vii) Advise and assist the Company in coordinating an initial trade in shares of the Company Stock at a per share price as indicated by the Company.
- (b) Assist and advise the Company and the Company in delivering shares of the Company Stock to the owners of the Company;

IV.2 The Consultant shall be responsible to pay all costs and expenses associated with the the Listing ("Listing Expenses").

IV.3 Without limiting the generality of any other provision of this Agreement, the Consultant hereby agrees that it will devote such time and best efforts to the performance of the Services as is reasonable and adequate to render such Services.

IV.4 The Consultant is not responsible for the performance of any services that may be rendered hereunder without the Company providing the necessary information in writing prior thereto, nor will the Consultant include any services that constitute the rendering of any legal opinions or performance of work that is in the ordinary purview of a Certified Public Accountant. The Consultant cannot guarantee results on behalf of the Company or the Company, but will pursue all reasonable avenues available through its network of contacts.

IV.5 Without limiting the generality of any other provision of this Agreement, the Consultant hereby agrees that, in conjunction with the Services, the Consultant will:

- (a) Be available to the officers and their designated representatives of the Company and/or the Company at mutually agreed-upon place(s) during normal business hours for reasonable periods of time;
- (b) Be available for telephone conferences with the principal financial, sales and/or operating officer(s) of the Company and/or the Company during normal business hours;
- (c) Advise management of the Company and/or the Company in corporate finance; and
- (d) Advise management of the Company and/or the Company in evaluating proposals and participating in negotiations with prospective investors, investor groups or their agents.

VI. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. **Execution.** The Execution, delivery and performance of this Agreement, in the time and manner herein specified, will not conflict with, result in a breach of, or constitute a

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default under any existing agreement, indenture, or other instrument to which either entity may be bound or affected.

- B. **Non-Disclosure and Non-Circumvention.** Both Parties hereby irrevocably agrees not to circumvent, avoid, bypass, or obviate, directly or indirectly, the intent of this Agreement, to avoid payment of fees, such as accounting fees or finder's fees (to be negotiated in the future) in the event of consummation of a financing transaction, or in any transaction with any corporation, partnership or individual, introduced by the by either to the other Party, in connection with any project, any loans or collateral, or other transaction involving any products, transfers, or services, or addition, renewal extension, rollover, amendment, renegotiations, new contracts, parallel contracts/agreements, or third party assignments thereof. Both the Consultant and the Company understand and acknowledge that their obligations under this Non-Disclosure and Non-Circumvention Agreement are for the benefit of the both Parties and its successors and that the either Parties' failure or delay in exercising any right, power and privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise thereof or the exercise of any other right, power and privilege hereunder operate as a waiver.
- C. The Consultant shall not divulge to others, any trade secret or confidential information, knowledge, or data concerning or pertaining to the business and affairs of the Company, obtained by the Consultant as a result of its engagement hereunder, unless authorized, in writing, by the Company.

VII. COMPANY'S RESPONSIBILITIES AND UNDERTAKINGS

- A. The Company shall undertake any and all actions to cause the Listing Vehicle be listed on the Vienna Direct MTF, including, but not limited to assisting the Consultant in obtaining any and all material required for fulfillment of the Services as described herein, such as a comprehensive business plan and the maintenance of a corporate website in both English and German, which website shall accurately and adequately describes the proposed business of the Company, its history, management etc.
- B. The Company shall promptly notify the Consultant of the threat or filing of any suit, arbitration or administrative action, injunction, lien, claim or complaint and promptly forward a copy of all related documentation directly to the Consultant or at the Consultant's option to the Consultant's counsel.
- C. The Company and its parent companies, affiliates and associates (including but not limited to MCOA) hereby irrevocably undertakes not to issue any press releases announcements or publicity connected with this prospective listing without the express written approval of the Consultant.
- D. The Company hereby agrees to furnish the Consultant, on a timely basis, the unaudited financial statements of the hempSMART European division, 5-year *pro forma* financial projections of said division and 5 year future cash flow projections for the same entity.
1. The Consultant shall keep all documents and information confidential as described in the section below titled, "CONFIDENTIAL".

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- A. Until termination of the engagement, the Company will notify the Consultant promptly of the occurrence of any event, which might materially affect the condition (financial or otherwise), or prospects of the Company.
- B. The Company hereby agrees that, upon completion of the Listing, the Company shall engage or cause to be engaged an investment advisory group whose function shall be to encourage or assist the formation of trading activity of the Company's shares on the Primary Listing Exchange the Dual Listing Exchange. Notwithstanding the foregoing, the Company shall have no obligation hereunder to incur out-of pocket expenses in causing the liquidity program to be initiated.

VIII. TERM AND TERMINATION

- A. This Agreement shall be effective upon its execution and shall remain in effect for One (1) year, but may be terminated by the Company after 60 days upon written notice.
- B. In no event shall any termination be effective until the expiration of at least sixty- days after the signing of this agreement.
- C. At any time, after sixty- days from the date hereof, the Company shall have the right to terminate engagement of Grantchester Equity, Ltd. hereunder by furnishing the Consultant with a 30-day written notice of such termination. Upon such Termination all materials relating to the Company in the possession of the Consultant shall be returned.

IX. OTHER MATERIAL TERMS AND CONDITIONS:

- A. **Additional Instruments.** Each of the parties shall, from time to time, at the request of others, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full effect and force to the provisions of this Agreement.
- B. **Entire Agreement.** Each of the parties hereby covenants that this Agreement is intended to, and does contain and embody herein, all of the understandings and Agreements, both written or oral, of the parties hereby with respect to the subject matter of this Agreement, and that there exists no oral agreement or understanding expressed or implied liability, whereby the absolute, final and unconditional character and nature of this Agreement shall be in any way invalidated, empowered or affected. There are no representations, warranties or covenants other than those set forth herein.
- C. **Governing Law.** This Agreement shall be deemed to be made in, governed by and interpreted under and construed in all respects in accordance with the laws of the State of Utah irrespective of the country or place of domicile or residence of either party. In the event of controversy arising out of the interpretation construction, performance or breach of this Agreement, the parties hereby agree and consent to the jurisdiction and venue of the courts of Utah.
- D. **Originals.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original and constitute one and the same agreement. Facsimile copies with signatures shall be given the same legal effect as an original.

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- E. **Addresses of Parties.** Each party shall, at all times, keep the other informed of its principal place of business if different from that stated herein, and shall promptly notify the other of any change, giving the address of the new place of business or residence.
- F. **Notices.** All notices that are required to be or may be sent pursuant to the provision of this Agreement shall be sent by certified mail, return receipt requested, or by overnight package delivery service to each of the parties at the address appearing herein, and shall count from the date of mailing or the validated air bill.
- G. **Modification and Waiver.** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature or of any other nature.
- H. **Attorneys' Fees.** If any arbitration, litigation, action, suit, or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, in relation to a breach of this Agreement or pertaining to a declaration of rights under this Agreement, the prevailing party will recover all such party's attorneys' fees incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions there from. As used in this Agreement, attorneys' fees will be deemed to be the full and actual cost of any legal services actually performed in connection with the matters involved, including those related to any appeal or the enforcement of any judgment calculated on the basis of the usual fee charged by attorneys performing such services.
- I. **Corporate Authority.** Both the Company and the Consultant have full legal authority to enter into this Agreement and to perform the same in the time and manner contemplated.
- J. **Individual Authority.** The individuals whose signatures appear below are authorized to sign this Agreement on behalf of their respective corporations.

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IN WITNESS WHEREOF the parties have duly executed this Listing Agreement this _____ day of August 2019

hempSMART, Inc.



Don Steinberg, CEO

8-5-19

Dated

Grantchester Equities, Ltd

DocuSigned by:


Miron Leshem, President of Grantchester Equity, Ltd. 8/6/2019
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Miron Leshem Dated

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