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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 20, 2017

**IMMUDYNE, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other Jurisdiction  
of Incorporation)

**333-184487**

(Commission File Number)

**76-0238453**

(IRS Employer  
Identification No.)

**1460 Broadway  
New York, NY**

(Address of Principal Executive Offices)

**10036**

(Zip Code)

Registrant's telephone number, including area code: **(914) 244-1777**

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 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

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**Item 1.01. Entry into a Material Definitive Agreement.**

On November 20, 2017, Immudyne, Inc. (the “Company”) entered into an agreement (the “Agreement”) with JOJ Holdings, LLC (“JOJ”). Pursuant to the terms of the Agreement, Immudyne purchased 1,000,000 shares of Blockchain Industries, Inc. from JOJ for \$1,000. As additional consideration for the purchase, Immudyne agreed to issue one (1) share of Immudyne common stock to JOJ for every dollar Immudyne realizes from any sale of the shares of Blockchain Industries, Inc. purchased pursuant to the Agreement, up to a total maximum aggregate amount of 5,000,000 shares.

Justin Schreiber, President of Immudyne Puerto Rico, a greater than 10% shareholder of Immudyne and a member of the board of directors of Immudyne, is the President and owner of JOJ.

The foregoing description of the Agreement is qualified in its entirety by reference to the full text of the Agreement, filed as Exhibit 10.1 hereto and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

10.1 [Agreement with JOJ Holdings, LLC dated as of November 20, 2017.](#)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**IMMUDYNE INC.**

(Registrant)

Date: November 27, 2017

By: /s/ Mark McLaughlin

Name: Mark McLaughlin

Title: Chief Executive Officer

**AGREEMENT**

This AGREEMENT (“Agreement”) is dated as of November 20, 2017, between IMMUDYNE, INC., a Delaware corporation (“Immudyne” or the “Company”), and JOJ HOLDINGS, LLC AKA JOJ INVESTMENTS, LLC (“JOJ”). The Company and the JOJ hereinafter sometimes referred to collectively as the “Parties” and individually as a “Party.”

**WHEREAS:**

The Parties jointly agreed to the following: (i) JOJ shall have the right to own up to 5,000,000 (five million) shares of Immudyne at \$1 (on the terms and conditions as set forth below), and (ii) Immudyne will pay \$1,000 to JOJ for 1,000,000 (one million) shares of Blockchain Industries, Inc. [“Blockchain” (OTC: OMGT)]. The Parties will execute a Warrant Agreement regarding (i) above, as well as a Stock Purchase Agreement regarding (ii) above.

**Terms and Conditions.** For every dollar Immudyne realizes from the sale of its Blockchain shares, the Company shall issue 1 (one) share Immudyne common stock, up to 5,000,000 (five million) shares. For the purpose of clarity, the Parties agree to the following examples: (i) if the Company sold its shares of Blockchain and realized proceeds of \$2,000,000 (two million) dollars, Immudyne would then issue 2,000,000 (two million) shares of its common stock to JOJ, (ii) if the Company sold its shares of Blockchain and realized proceeds of \$5,000,000 (five million) dollars, Immudyne would then issue 5,000,000 (five million) shares of its common stock to JOJ, (iii) if the Company sold its shares of Blockchain and realized proceeds greater than \$5,000,000 (five million) dollars, Immudyne would then only issue 5,000,000 (five million) shares of its common stock to JOJ (i.e. if the Company sold its shares of Blockchain and realized proceeds of \$10,000,000 (ten million) dollars, Immudyne would only issue 5,000,000 (five million) shares of its common stock to JOJ, (iv) and if Immudyne does not realize any proceeds or does not sell its Blockchain shares, the Company will not issue any shares to JOJ. Additionally, in consideration for this capital contribution, Immudyne shall vest the 1,000,000 restricted shares of Immudyne Inc. common stock issued to JLS Ventures upon the signing of its Services Agreement with Immudyne, dated April 1, 2016 (Immudyne will no longer have the claw back ability with respect to these 1,000,000 shares) ..

**Authority to Contract.** The Parties warrant and represent that each has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which either Party is a party or by which it may be bound. The Parties hereto further warrant and represent that the individuals executing this Agreement have the full power and authority to bind to the terms hereof.

**Mediation.** In the event of any dispute arising under or pursuant to this Agreement, the Parties agree to attempt to resolve the dispute in a commercially reasonable fashion before instituting any arbitration or litigation. If the Parties are unable to resolve the dispute within thirty (30) days, then the Parties agree to mediate the dispute with a mutually agreed upon mediator. If the Parties cannot agree upon a mediator within ten (10) days after either party shall first request commencement of mediation, each party will select a mediator within five (5) days thereof, and those mediators shall select the mediator to be used. The mediation shall be scheduled within thirty (30) days following the selection of the mediator. If the mediation does not resolve the dispute, then Arbitration shall apply. The Parties further agree that any applicable statute of limitations will be tolled for the period of time from the date mediation is requested until 14 days following the mediation.

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**Arbitration.** Any and all disputes or controversies whether of law or fact and of any nature whatsoever arising from or respecting this Agreement shall be decided by arbitration by the American Arbitration Association in accordance with its Commercial Rules except as modified herein. The arbitrator shall be elected as follows: in the event the Company and the Consultant agree on one arbitrator, the arbitration shall be conducted by such arbitrator. In the event the Company and the Consultant do not so agree, the Company and the Consultant shall each select one independent, qualified arbitrator and the two arbitrators so selected shall select the third arbitrator (the arbitrator(s) are herein referred to as the "Panel"). The Company reserves the right to object to any individual arbitrator who shall be employed by or affiliated with a competing organization. Arbitration shall take place in New York, NY, or any other location mutually agreeable to the Parties. At the request of either Party, arbitration proceedings will be conducted in the utmost secrecy; in such case all documents, testimony and records shall be received, heard and maintained by the arbitrators in secrecy, available for inspection only by the Company or the Consultant and their respective attorneys and their respective experts who shall agree in advance and in writing to receive all such information in secrecy until such information shall become generally known. The Panel shall be able to award any and all relief, including relief of an equitable nature, provided that punitive damages shall not be awarded. The award rendered by the Panel may be enforceable in any court having jurisdiction thereof. Reasonable notice of the time and place of arbitration shall be given to all Parties and any interested persons as shall be required by law.

**Governing Law.** This Agreement and the rights and obligations of the Parties shall be governed by, construed and enforced in accordance with the substantive laws (but not the rules governing conflicts of laws) of the State of New York.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts each of which shall be deemed to be an original but all of which together shall constitute but one instrument.

EXECUTED as of the day and year first above set forth.

IMMUDYNE, INC.

JOJ Holdings, LLC

/s/ Mark McLaughlin

By: /s/ Justin Schreiber

Mark McLaughlin, CEO

Justin Schreiber, President

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