

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

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

DigiPath, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of
Incorporation or organization)

6450 Cameron Street, Suite 113, Las Vegas, Nevada

(Address of principal executive offices)

27-3601979

(I.R.S. Employer
Identification No.)

89118

(Zip code)

**Consulting Agreement dated February 1, 2016 between DigiPath, Inc. and Scott Narins
Consulting Agreement dated February 1, 2016 between DigiPath, Inc. and Dennis Stoutenburgh**

(Full title of the plan)

**Todd Peterson
Chief Financial Officer
DigiPath, Inc.**

**6450 Cameron Street, Suite 113, Las Vegas, Nevada 83118
(702) 527-2060**

(Name, address and Telephone number of agent for service)

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

Large accelerated filer

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

Accelerated filer

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price per Share (4)	Proposed Maximum Aggregate Offering Price (4)	Amount of Registration Fee
Common Stock, par value \$0.001 per share (1)	100,000 shares	\$ 0.12235	\$ 12,235	\$ 1.23
Common Stock, par value \$0.001 per share (2)	100,000 shares	\$ 0.12235	\$ 12,235	\$ 1.23
Common Stock, par value \$0.001 per share (3)	100,000 shares	\$ 0.12235	\$ 12,235	\$ 1.23
Totals	300,000 shares		\$ 36,705	\$ 3.69

- (1) Represents shares issuable in connection with the consulting agreement between the registrant and Scott Narins dated February 1, 2016.
- (2) Represents shares issuable in connection with the consulting agreement between the registrant and Dennis Stoutenburgh dated February 1, 2016.
- (3) Represents shares issuable in connection with the consulting agreement between the registrant and Adam Green dated February 1, 2016.
- (4) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h). The price per share and aggregate offering price are based upon the average of the bid and asked prices of Registrant's Common Stock on March 2, 2016 as reported on the OTCQB.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I will be sent or given to employees as specified by Rule 428(b)(1) of the Securities Act. In accordance with the instructions to Part I of Form S-8, such documents will not be filed with the Securities Exchange Commission ("SEC") either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. These documents and the documents incorporated by reference pursuant to Item 3 of Part II of this registration statement, taken together, constitute the prospectus as required by Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference.

The following documents previously filed by DigiPath, Inc. (the "Company") with the SEC are incorporated by reference into this Registration Statement:

- The Company's Annual Report on Form 10-K for the fiscal year ended September 30, 2015, filed with the SEC on January 13, 2016.
- The Company's Quarterly Report on Form 10-Q for the period ended December 31, 2015, filed with the SEC on February 19, 2016.
- The description of the Company's Common Stock which is contained in a registration statement on Form 10 originally filed with the SEC on January 12, 2011, and amended on January 26, 2011, March 29, 2011, April 29, 2011, June 3, 2011, June 27, 2011 and July 15, 2011.

In addition, all documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated by reference in this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in this Registration Statement or in any subsequently filed document which is also incorporated by reference modifies or supersedes such statement. Any earlier statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not Applicable.

Item 5. Interests of Named Experts and Counsel.

Not Applicable.

Item 6. Indemnification of Directors and Officers.

We are a Nevada corporation. The Nevada Revised Statutes and certain provisions of our bylaws under certain circumstances provide for indemnification of our officers, directors and controlling persons against liabilities which they may incur in such capacities. A summary of the circumstances in which such indemnification is provided for is contained herein, but this description is qualified in its entirety by reference to our bylaws and to the statutory provisions.

In general, any officer, director, employee or agent may be indemnified against expenses, fines, settlements or judgments arising in connection with a legal proceeding to which such person is a party, if that person is not liable due to conduct that constituted a breach of his or her fiduciary duties and such breach involved intentional misconduct, fraud or a knowing violation of law, and that person's actions were in good faith, were believed to be in our best interest, and were not unlawful. Indemnification may not be made for any claim as to which the person seeking indemnity has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to our company unless the court in which the action or suit was brought or another court of competent jurisdiction determines that in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court deems proper. Unless such person is successful upon the merits in such an action, indemnification may be awarded only after a determination by independent decision of our board of directors, by legal counsel, or by a vote of our stockholders, that the applicable standard of conduct was met by the person to be indemnified. Under our bylaws, we will advance expenses incurred by officers and directors who are parties to or are threatened to made parties to any threatened, pending or completed action by reason of the fact that such person was serving in such capacity, prior to the disposition of such action and promptly following request therefor, upon receipt of an undertaking by or on behalf of such person to repay such advances if it should be determined ultimately that such person is not entitled to indemnification.

The circumstances under which indemnification is granted in connection with an action brought on our behalf is generally the same as those set forth above; however, with respect to such actions, indemnification is granted only with respect to expenses actually incurred in connection with the defense or settlement of the action. Indemnification may also be granted pursuant to the terms of agreements which may be entered in the future or pursuant to a vote of stockholders or directors. The Nevada Revised Statutes also grant us the power to purchase and maintain insurance which protects our officers and directors against any liabilities incurred in connection with their service in such a position, and we have obtained such a policy.

Item 7. Exemption From Registration Claimed.

Not Applicable.

Item 8. Exhibits.

**Exhibit
Number**

- | | |
|------|--|
| 5.1 | Opinion of Fox Rothschild LLP |
| 10.1 | Consulting Agreement dated February 1, 2016 between DigiPath, Inc. and Scott Narins |
| 10.2 | Consulting Agreement dated February 1, 2016 between DigiPath, Inc. and Dennis Stoutenburgh |
| 10.3 | Consulting Agreement dated February 1, 2016 between DigiPath, Inc. and Adam Green |
| 23.1 | Consent of Anton & Chia, LLP |
| 23.2 | Consent of Fox Rothschild LLP (included in Exhibit 5.1 to this Registration Statement) |
| 24.1 | Power of Attorney (included as part of the signature page) |
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Item 9. Undertakings.

1. The undersigned Registrant hereby undertakes:

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (a)(i) and (a)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(b) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(d) That, for the purpose of determining liability of the Registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned Registrant undertakes that in a primary offering of securities of the undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned Registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

2. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Las Vegas, State of Nevada, on March 3, 2016.

DigiPath, Inc.

By: /s/ Todd Peterson

Todd Peterson, Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Todd Denkin and Todd Peterson, and each or any one of them, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Todd Denkin</u> Todd Denkin	Chief Executive Officer and Director (Principal Executive Officer)	March 3, 2016
<u>/s/ Todd A. Peterson</u> Todd Peterson	Chief Financial Officer and Secretary (Principal Financial Officer)	March 3, 2016
<u>/s/ Joseph Bianco</u> Joseph Bianco	Director	March 3, 2016

EXHIBIT INDEX

Exhibit Number	Description
5.1	Opinion of Fox Rothschild LLP
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23.1	Consent of Anton & Chia, LLP
23.2	Consent of Fox Rothschild LLP (included in Exhibit 5.1 to this Registration Statement)
24.1	Power of Attorney (included as part of the signature page)

Fox Rothschild LLP
101 Park Avenue, Suite 1700
New York, NY 10178

March 3, 2016

DigiPath, Inc.
6450 Cameron Street, Suite 113
Las Vegas, Nevada 89118

Gentlemen:

You have requested our opinion in connection with the filing by DigiPath, Inc. (the "Company") of a Registration Statement on Form S-8 (the "Registration Statement") with the Securities and Exchange Commission covering the issuance of an aggregate of 300,000 shares (the "Shares") of the Company's common stock, \$0.001 par value per share ("Common Stock"), consisting of (i) 100,000 shares of Common Stock issuable to Scott Narins pursuant to a Consulting Agreement dated February 1, 2016 between the Company and Scott Narins (the "Narins Consulting Agreement"); (ii) 100,000 shares of Common Stock issuable to Adam Green pursuant to a Consulting Agreement dated February 1, 2016 between the Company and Adam Green (the "Green Consulting Agreement"); and (iii) 100,000 shares of Common Stock issuable to Dennis Stoutenburgh pursuant to a Consulting Agreement dated February 1, 2016 between the Company and Dennis Stoutenburgh (the "Stoutenburgh Consulting Agreement" and, with the Green and Narins Consulting Agreements, the "Consulting Agreements").

In connection with this opinion, we have examined the Registration Statement, the Consulting Agreements, the Company's Articles of Incorporation and Bylaws, as currently in effect, resolutions adopted by the Board of Directors of the Company pertaining to the approval of the Consulting Agreement and the issuance of the Shares, and such other documents, records, certificates, memoranda and instruments as we have deemed necessary as a basis for this opinion. We have assumed the genuineness and authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as copies thereof, and the due execution and delivery of all documents where due execution and delivery are a prerequisite to the effectiveness thereof.

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Shares, when issued in accordance with the respective Consulting Agreements, will be validly issued, fully paid, and nonassessable.

Our opinion expressed herein is limited to the laws of the State of Nevada.

This opinion letter has been prepared for your use in connection with the issuance of the Shares and speaks as of the date hereof, and we assume no obligation to advise you of any changes in the foregoing subsequent to the date hereof.

We consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

Fox Rothschild LLP

/s/ Fox Rothschild LLP

Scott Narins
28 Pinecrest Drive
Woodcliff Lake, NJ 07677

Joseph Bianco, Chairman
DigiPath, Inc.
6450 Cameron St.
Las Vegas, NV, 89118

Dated: February 1, 2016

Sir:

This letter sets forth our Agreement relative to consulting services provided to DigiPath, Inc. (“DGP” or “Client”) by the undersigned (“SN” or “Consultant.”)

As full compensation for such Services, the Client shall pay Consultant the amounts set forth on Exhibit A attached hereto, payable as provided in Exhibit A. The Client shall reimburse Consultant for all expenses incurred by Consultant in connection with the performance of Consultant’s Services hereunder, including expenses incurred in connection with travel done at the request of the Client, within 15 days after proof of such expenses is delivered to Client.

Consultant acknowledges that Consultant will provide services hereunder as an independent contractor, and that nothing in this agreement shall be deemed to constitute Consultant and the Client as joint venturers, partners or participants in an unincorporated business or other separate entity, nor in any manner to create any employer-employee relationship between the Client on the one hand, and Consultant on the other hand.

If Consultant becomes privy to confidential information regarding the Client, Consultant must treat such information as confidential and refrain from disclosing any such information to anyone including a subsequent client for Consultant’s consulting services or employer, in accordance with the terms of this agreement. “Confidential Information” shall mean all information or material proprietary to the Client or designated by the Client as proprietary or confidential, which Consultant may obtain knowledge about or access to through or as a result of Consultant’s relationship with the Client (including without limitation all information conceived, originated, discovered or developed in whole or in part by Consultant). Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to practice or to writing in preliminary, intermediate or final form): financial condition, operations, assets and liabilities, business plans, research, development plans, processes, procedures, intellectual property, trade secrets, market research, marketing techniques and plans, business strategies, customer names and other information related to customers, price lists, pricing policies and other financial information. Notwithstanding the foregoing, Consultant’s confidentiality obligations do not extend to information which (i) is or becomes generally known to companies engaged in the same or similar businesses as the parties hereto on a non-confidential basis, through no wrongful act of Consultant; (ii) is lawfully obtained by Consultant from a third party without any obligation to maintain the information proprietary or confidential; (iii) is known by Consultant prior to disclosure hereunder without any obligation to keep it confidential; or (iv) is compelled by law (e.g. by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to be disclosed.

Both during and after Consultant's contractual relationship with the Client, Consultant agrees not to use Confidential Information for any purpose other than in conjunction with Consultant's work hereunder. Consultant agrees to protect the Confidential Information from disclosure to anyone other than other than the Client's employees and approved contractors and representatives, if any, who have a business-related need to have access to such Confidential Information in connection with the purposes of this Agreement. Nothing contained in this agreement is intended to equate "Confidential Information" as defined herein, with "Inside Information" as that term is defined by Federal or State Securities laws.

Consultant warrants that he will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the provision of services under this agreement. Consultant agrees to hold the Client harmless and defend and indemnify the Client against any liability that the Client sustains or incurs in connection with any claim or suit alleging (i) that Consultant's services provided hereunder fail to comply with applicable federal, state, county or local laws, ordinances, regulations and codes, or (ii) that materials provided by Consultant to the Client in connection with such services infringe any proprietary rights of others or applicable law; provided Consultant are given notice and reasonable assistance in defending the claim or action.

Client hereby indemnifies Consultant against all claims liabilities damages or costs, including without limitation reasonable attorney's fees, arising from any action taken by Consultant in the good faith performance of duties pursuant hereto, provided that such claim does not result from the knowing and intentional malfeasance of Consultant.

If the Parties believe that this letter accurately sets forth their Agreement, please so indicate by signing below.

DIGIPATH, INC.

SCOTT NARINS

By: /s/ Joseph Bianco

By: /s/ Scott Narins

Joseph Bianco, Chairman

Scott Narins

Exhibit A—Services; Compensation

This Exhibit A is attached to, and made a part of, the Letter Agreement dated as of February 1, 2016 by and between Digipath, Inc. and Scott Narins.

Services. For a period of three months from the date hereof, consultant will assist client in the identification and analysis of potential acquisition targets in certain Eastern states where the sale and/or growing of medical and/or recreational marijuana is legal, or where it is expected that such legalization will occur in the near future. Consultant will report directly to the Chairman of Digipath, Inc.

Compensation. As full payment for the services described above, Client shall pay to SN 100,000 shares of its common stock, registered by means of form S-8, as soon as is practicable subsequent to the date hereof. In the event that this agreement is extended by mutual consent of both parties after three months from the date hereof, further compensation and/or success bonuses or fees (in the event that an acquisition is completed) will be negotiated in good faith between the parties.

Dennis Stoutenburgh
Social Strategy 1

Joseph Bianco, Chairman
DigiPath, Inc.
6450 Cameron St.
Las Vegas, NV, 89118

Dated: February 1, 2016

Sir:

This letter sets forth our Agreement relative to consulting services provided to DigiPath, Inc. (“DGP” or “Client”) by the undersigned (“DS” or “Consultant.”)

As full compensation for such Services, the Client shall pay Consultant the amounts set forth on Exhibit A attached hereto, payable as provided in Exhibit A. The Client shall reimburse Consultant for all expenses incurred by Consultant in connection with the performance of Consultant’s Services hereunder, including expenses incurred in connection with travel done at the request of the Client, within 15 days after proof of such expenses is delivered to Client.

Consultant acknowledges that Consultant will provide services hereunder as an independent contractor, and that nothing in this agreement shall be deemed to constitute Consultant and the Client as joint venturers, partners or participants in an unincorporated business or other separate entity, nor in any manner to create any employer-employee relationship between the Client on the one hand, and Consultant on the other hand.

If Consultant becomes privy to confidential information regarding the Client, Consultant must treat such information as confidential and refrain from disclosing any such information to anyone including a subsequent client for Consultant’s consulting services or employer, in accordance with the terms of this agreement. “Confidential Information” shall mean all information or material proprietary to the Client or designated by the Client as proprietary or confidential, which Consultant may obtain knowledge about or access to through or as a result of Consultant’s relationship with the Client (including without limitation all information conceived, originated, discovered or developed in whole or in part by Consultant). Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to practice or to writing in preliminary, intermediate or final form): financial condition, operations, assets and liabilities, business plans, research, development plans, processes, procedures, intellectual property, trade secrets, market research, marketing techniques and plans, business strategies, customer names and other information related to customers, price lists, pricing policies and other financial information. Notwithstanding the foregoing, Consultant’s confidentiality obligations do not extend to information which (i) is or becomes generally known to companies engaged in the same or similar businesses as the parties hereto on a non-confidential basis, through no wrongful act of Consultant; (ii) is lawfully obtained by Consultant from a third party without any obligation to maintain the information proprietary or confidential; (iii) is known by Consultant prior to disclosure hereunder without any obligation to keep it confidential; or (iv) is compelled by law (e.g. by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to be disclosed.

Both during and after Consultant's contractual relationship with the Client, Consultant agrees not to use Confidential Information for any purpose other than in conjunction with Consultant's work hereunder. Consultant agrees to protect the Confidential Information from disclosure to anyone other than other than the Client's employees and approved contractors and representatives, if any, who have a business-related need to have access to such Confidential Information in connection with the purposes of this Agreement. Nothing contained in this agreement is intended to equate "Confidential Information" as defined herein, with "Inside Information" as that term is defined by Federal or State Securities laws.

Consultant warrants that he will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the provision of services under this agreement. Consultant agrees to hold the Client harmless and defend and indemnify the Client against any liability that the Client sustains or incurs in connection with any claim or suit alleging (i) that Consultant's services provided hereunder fail to comply with applicable federal, state, county or local laws, ordinances, regulations and codes, or (ii) that materials provided by Consultant to the Client in connection with such services infringe any proprietary rights of others or applicable law; provided Consultant are given notice and reasonable assistance in defending the claim or action.

Client hereby indemnifies Consultant against all claims liabilities damages or costs, including without limitation reasonable attorney's fees, arising from any action taken by Consultant in the good faith performance of duties pursuant hereto, provided that such claim does not result from the knowing and intentional malfeasance of Consultant.

If the Parties believe that this letter accurately sets forth their Agreement, please so indicate by signing below.

DIGIPATH, INC.

DENNIS STOUTENBURGH

By: /s/ Joseph Bianco

By: /s/ Dennis Stoutenburgh

Joseph Bianco, Chairman

Dennis Stoutenburgh

Exhibit A—Services; Compensation

This Exhibit A is attached to, and made a part of, the Letter Agreement dated as of February 1, 2016 by and between Digipath, Inc. and Dennis Stoutenburgh.

Services. Consultant shall develop a scoping analysis and plan designed to enhance the client's media presence in connection with the legal marijuana industry and laboratory professionals.

Compensation. As full payment for the services described above, Client shall pay to DS 100,000 shares of its common stock, registered by means of form S-8, as soon as is practicable subsequent to the date hereof. In the event that Client elects to proceed with the implementation of ideas and/or plans developed by Consultant, further compensation and/or success bonuses or fees will be negotiated in good faith between the parties.

Adam Green
2724 Tom Miller St.
Austin TX 78723

Joseph Bianco, Chairman
DigiPath, Inc.
6450 Cameron St.
Las Vegas, NV, 89118

Dated: February 1, 2016

Sir:

This letter sets forth our agreement relative to consulting services provided to DigiPath, Inc. (“DGP” or “Client”) by the undersigned (“AG” or “Consultant.”)

As full compensation for such Services, the Client shall pay Consultant the amounts set forth on Exhibit A attached hereto, payable as provided in Exhibit A. The Client shall reimburse Consultant for expenses incurred by Consultant in connection with the performance of Consultant’s Services hereunder within 15 days after proof of such expenses is delivered to Client.

Consultant acknowledges that Consultant will provide services hereunder as an independent contractor, and that nothing in this Agreement shall be deemed to constitute Consultant and the Client as joint venturers, partners or participants in an unincorporated business or other separate entity, nor in any manner to create any employer-employee relationship between the Client on the one hand, and Consultant on the other hand.

If Consultant becomes privy to confidential information regarding the Client, Consultant must treat such information as confidential and refrain from disclosing any such information to anyone including a subsequent client for Consultant’s consulting services or employer, in accordance with the terms of this agreement. “Confidential Information” shall mean all information or material proprietary to the Client or designated by the Client as proprietary or confidential, which Consultant may obtain knowledge about or access to through or as a result of Consultant’s relationship with the Client (including without limitation all information conceived, originated, discovered or developed in whole or in part by Consultant). Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to practice or to writing in preliminary, intermediate or final form): financial condition, operations, assets and liabilities, business plans, research, development plans, processes, procedures, intellectual property, trade secrets, market research, marketing techniques and plans, business strategies, customer names and other information related to customers, price lists, pricing policies and other financial information. Notwithstanding the foregoing, Consultant’s confidentiality obligations do not extend to information which (i) is or becomes generally known to companies engaged in the same or similar businesses as the parties hereto on a non-confidential basis, through no wrongful act of Consultant; (ii) is lawfully obtained by Consultant from a third party without any obligation to maintain the information proprietary or confidential; (iii) is known by Consultant prior to disclosure hereunder without any obligation to keep it confidential; or (iv) is compelled by law (e.g. by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to be disclosed.

Both during and after Consultant's contractual relationship with the Client, Consultant agrees not to use Confidential Information for any purpose other than in conjunction with Consultant's work hereunder. Consultant agrees to protect the Confidential Information from disclosure to anyone other than other than the Client's employees and approved contractors and representatives, if any, who have a business-related need to have access to such Confidential Information in connection with the purposes of this Agreement. Nothing contained in this Agreement is intended to equate "Confidential Information" as defined herein, with "Inside Information" as that term is defined by Federal or State Securities laws.

Consultant warrants that he will, to the best of his knowledge, comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the provision of services under this Agreement. Consultant agrees to hold the Client harmless and defend and indemnify the Client against any liability that the Client sustains or incurs in connection with any claim or suit alleging (i) that Consultant's services provided hereunder fail to comply with applicable federal, state, county or local laws, ordinances, regulations and codes as noted above, or (ii) that materials provided by Consultant to the Client in connection with such services infringe any proprietary rights of others or applicable law; provided Consultant are given notice and reasonable assistance in defending the claim or action.

Client hereby indemnifies Consultant against all claims liabilities damages or costs, including without limitation reasonable attorney's fees, arising from any action taken by Consultant in the good faith performance of duties pursuant hereto, provided that such claim does not result from the knowing and intentional malfeasance of Consultant.

If the Parties believe that this letter accurately sets forth their agreement, please so indicate by signing below.

DIGIPATH, INC.

ADAM GREEN

By: /s/ Joseph Bianco

By: /s/ Adam Green

Joseph Bianco, Chairman

Adam Green

Exhibit A—Services; Compensation

This Exhibit A is attached to, and made a part of, the Letter Agreement dated as of February 1, 2016 by and between Digipath, Inc. and Adam Green.

Services. For a period of three months from the date hereof, consultant will assist client in the identification and analysis of potential acquisition targets in certain Western states where the sale and/or growing of medical and/or recreational marijuana is legal, or where it is expected that such legalization will occur in the near future. Consultant will report directly to the Chairman of Digipath, Inc.

Compensation. As full payment for the services described above, Client shall pay to AG 100,000 shares of its common stock, registered by means of form S-8, as soon as is practicable subsequent to the date hereof. In the event that this agreement is extended by mutual consent of both parties after three months from the date hereof, further compensation and/or success bonuses or fees (in the event that an acquisition is completed) will be negotiated in good faith between the parties.



CERTIFIED PUBLIC ACCOUNTANTS

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in the Prospectus constituting a part of this Registration Statement on Form S-8 of our report dated January 13, 2016, relating to the consolidated financial statements of DigiPath, Inc. appearing in the entity's Annual Report on Form 10-K for the year ended September 30, 2015.

We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ Anton & Chia, LLP

Newport Beach, CA
March 3, 2016

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