

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

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

CEMTREX, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State of other jurisdiction of
incorporation or organization)

30-0399914
(I.R.S. Employer
Identification No.)

276 Greenpoint Avenue, Suite 208
Brooklyn, NY 11222
(Address of principal executive offices)

Consulting Agreement dated January 10, 2020 between Centrex, Inc. and Ong Sripecth
(Full Title of Plan)

The Corporation Trust Co.
1209 Orange St, Wilmington, DE 19801
(Name and address of agent for service)

302-658-7581
(Telephone number, including area code, of agent for service)

Copies of all communications, including all communications sent to agent for service to:

Scott Doney, Esq.
The Doney Law Firm
4955 S. Durango Rd. Ste. 165
Las Vegas, NV 89113
Telephone: (702) 982-5686

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," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

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

Accelerated filer
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 7(a)(2)(B) of the Exchange Act.

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share	Proposed maximum aggregate offering price (2)	Amount of registration fee
Common Stock, par value \$0.001 per share (3)	220,000	\$ 1.82	\$ 400,400	\$ 51.97

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of common stock of Centrex, Inc., a Delaware corporation (the "Registrant" or the "Company"), which become issuable by reason of any stock dividend, stock split, recapitalization or other similar transaction which results in an increase in the number of outstanding shares of the Registrant's common stock.
- (2) Estimated in accordance with Rule 457(c) promulgated under the Securities Act solely for the purpose of calculating the amount of the registration fee on the basis of the average of the high and low price per share of the Registrant's Common Stock as reported on the Nasdaq Capital Market on January 15, 2020.
- (3) Represents shares issuable in connection with the consulting agreement dated January 10, 2020.

This registration statement shall become effective upon filing in accordance with Rule 462 under the Securities Act.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is January 16, 2020

EXPLANATORY NOTE

This Registration Statement is being filed by Cemtrex, Inc. (the "Company") in accordance with the requirements of Form S-8 under the Securities Act of 1933, as amended (the "Securities Act") in order to register 220,000 shares of the Company's common stock, par value \$0.001 per share, the amount of shares issuable under the Consulting Agreement between the Company and Ong Sripetch of Adtron Inc. (the "Consulting Agreement", and the recipient, the "Consultant").

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

**Item 1.
Plan Information.**

The Company will provide the Consultant with documents that contain information related to the Consulting Agreement, and other information including, but not limited to, the disclosure required by Item 1 of Form S-8, which information is not required to be and are not being filed as a part of this Registration Statement on Form S-8 (the "Registration Statement") or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. The foregoing information and the documents incorporated by reference in response to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

**Item 2.
Registrant Information and Employee Plan Annual Information.**

We will provide to the Consultant a written statement advising of the availability of documents incorporated by reference in Item 3 of Part II of this Registration Statement (which documents are incorporated by reference in this Section 10(a) prospectus) and of documents required to be delivered pursuant to Rule 428(b) under the Securities Act without charge and upon written or oral request by contacting:

Saagar Govil
276 Greenpoint Avenue, Suite 208
Brooklyn, NY 11222

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

**Item 3.
Incorporation of Documents by Reference.**

The Securities and Exchange Commission ("SEC") allows us to incorporate by reference certain of our publicly filed documents into this prospectus, which means that such information is considered part of this prospectus. Information that we file with the SEC subsequent to the date of this prospectus will automatically update and supersede this information. We incorporate by reference the documents listed below and any future filings made with the SEC under all documents subsequently filed by us pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 until the Consultant has sold all of the shares offered hereby or such shares have been deregistered.

The following documents filed with the SEC are incorporated herein by reference:

- (a) The Company's annual report on Form 10-K for the fiscal year ended September 30, 2019, as filed with the Commission on January 14, 2020;
- (b) The Company's Definitive Proxy Statement on Schedule 14A, as filed with the Commission on May 16, 2019;
- (c) The description of our series 1 preferred stock contained in our registration statement on Form 8-A filed with the SEC on February 16, 2017 (File No. 001-37464), and any amendment or report filed with the SEC for the purpose of updating the description; and
- (d) The description of our common stock contained in our registration statement on Form 8-A filed with the SEC on February 16, 2017 (File No. 001-37464), and any amendment or report filed with the SEC for the purpose of updating the description.

All documents subsequently filed with the Commission by the Registrant pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereunder have been sold or which deregisters all securities then remaining unsold under this Registration Statement, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such earlier statement. Any 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.

No expert or counsel named in this prospectus as having prepared or certified any part of it or as having given an opinion upon the validity of the securities being registered or upon other legal matters in connection with the registration or offering of the common stock was employed on a contingency basis, or had, or is to receive, in connection with the offering, a substantial interest, direct or indirect, in the Company or any of its parents or subsidiaries. Nor was any such person connected with the Company or any of its parents or subsidiaries as a promoter, managing or principal underwriter, voting trustee, director, officer, or employee.

Item 6.
Indemnification of Directors and Officers.

The Company is incorporated under the laws of the State of Delaware. Section 102(b)(7) of the Delaware General Corporation Law permits a corporation to include in its certificate of incorporation a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director: (i) for any breach of the director's duty of loyalty to the corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the Delaware General Corporation Law, which relates to unlawful payment of dividends and unlawful stock purchases and redemptions; or (iv) for any transaction from which the director derived an improper personal benefit.

Section 145 of the Delaware General Corporation Law provides that a corporation may indemnify any persons who were, are or are threatened to be made, parties to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Section 145 of the Delaware General Corporation Law further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against him and incurred by him in any such capacity, arising out of his status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145 of the Delaware General Corporation Law.

Our certificate of incorporation provides that any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not by or in the right of the company) by reason of the fact that he is or was a director, officer, incorporator, employee or agent of the company, or is or was serving at the request of the company as a director, officer, incorporator, employee or agent of another company, partnership, joint venture, trust or other enterprise, shall be entitled to be indemnified by the company to the full extent then permitted by law or to the extent that a court of competent jurisdiction shall deem proper or permissible under the circumstance, whichever is greater, against expenses (including attorneys' fees), judgments, fines and amount paid in settlement incurred by such person in connection with such action, suit or proceeding. Such right of indemnification shall inure whether or not the claim asserted is based on matters which pre-date the company's adoption of the indemnification provisions in its certificate of incorporation. Furthermore, such right of indemnification will continue as to a person who has ceased to be a director, officer, incorporator, employee or agent and will inure to the benefit of the heirs and personal representatives of such person.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers or person controlling us, we have been informed 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.

Item 7.
Exemption from Registration Claimed.

Not applicable.

**Item 8.
Exhibits.**

Exhibit No.	Description
5.1	Opinion of The Doney Law Firm
10.1	Consulting Agreement, dated January 10, 2020
23.1	Consent of Haynie & Company
23.2	Consent of The Doney Law Firm (filed as part of Exhibit 5.1)

**Item 9.
Undertakings.**

(a) The undersigned Registrant hereby undertakes:

(1) 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 of 1933;

(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;

(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)(1)(i) and (a)(1)(ii) do not apply if this Registration Statement is on Form S-8, and 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 of 1934 that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) 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.

(b) 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 therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) 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 Securities Act of 1933, 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 of whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing a form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Brooklyn, New York on January 16, 2020.

CEMTREX, INC.

January 17, 2020

By: /s/ Saagar Govil
Saagar Govil,
Chairman of the Board, CEO,
President & Secretary (Principal Executive Officer)

Pursuant to the requirements of the Securities and Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

January 17, 2020

By: /s/ Saagar Govil
Saagar Govil,
Chairman of the Board, CEO,
President & Secretary (Principal Executive Officer)

January 17, 2020

By: /s/ Aron Govil
Aron Govil
Executive Director, CFO (Principal Financial and Accounting Officer)

January 17, 2020

By: /s/ Raju Panjwani
Raju Panjwani,
Director

January 17, 2020

By: /s/ Sunny Verma
Sunny Verma,
Director

January 17, 2020

By: /s/ Metodi Filipov
Metodi Filipov,
Director

THE DONEY LAW FIRM
SECURITIES & CORPORATE LAW

Scott P. Doney, Esq.
4955 S. Durango Dr. Suite 165
Las Vegas, NV 89113
702.982.5686
scott@doneylawfirm.com

January 17, 2020

Cemtrex, Inc.
276 Greenpoint Avenue, Suite 208
Brooklyn, NY 11222

Re: Cemtrex, Inc., Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel for Cemtrex, Inc., a Delaware corporation (the "Company"), in connection with the preparation of the registration statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Act"), relating to the offering of 220,000 shares of the Company's common stock (the "Shares"), which may be issued pursuant to the Company's Consulting Agreement dated January 10, 2020 and made an exhibit to the Registration Statement.

In rendering the opinion set forth below, we have reviewed: (a) the Registration Statement and the exhibits attached thereto; (b) the Company's Articles of Incorporation, as amended; (c) the Company's Bylaws, as amended; (d) certain records of the Company's corporate proceedings as reflected in its minute books including resolutions of the board of directors approving the Consulting Agreement; (e) the Consulting Agreement; and (f) such statutes, records and other documents as we have deemed relevant. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and conformity with the originals of all documents submitted to us as copies thereof.

Based upon the foregoing, we are of the opinion that the Shares have been validly authorized, and when the Registration Statement has become effective under the Act, such Shares will, when issued pursuant to the terms of the Consulting Agreement, be legally issued, fully paid and non-assessable shares of the Company's common stock.

Very truly yours,

The Doney Law Firm

/s/ Scott Doney

Scott Doney, Esq.

CONSENT

WE HEREBY CONSENT to the inclusion of our name and use of our opinion in connection with the Form S-8 Registration Statement filed with the Securities and Exchange Commission as counsel for the registrant, Cemtrex, Inc.

Very truly yours,

The Doney Law Firm

/s/ Scott Doney

Scott Doney, Esq.

CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into as of January 10, 2020 by and between Cemtrex Inc., a Delaware corporation with offices at 276 Greenpoint Ave. BLD 8, Suite 208 Brooklyn, NY 11222 (“COMPANY”) and Adtron Inc., a California company with offices at 2307 Fenton Parkway Suite 107-33 San Diego, CA 92108 (“CONSULTANT”).

WITNESSETH

WHEREAS, COMPANY desires to engage CONSULTANT to develop, create, market, deliver and conduct a complete online media marketing and sales campaign for its SmartDesk product so as to increase its product awareness globally, and the CONSULTANT is interested in undertaking such work; and

WHEREAS, COMPANY and CONSULTANT mutually desire to set forth the terms applicable to such work;

NOW, THEREFORE, for the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, COMPANY and CONSULTANT, intending to be legally bound, hereby agree as follows:

1. CONSULTANT

Responsibilities

A. Scope of Work

COMPANY hereby retains the services of CONSULTANT to design, develop, create, market, deliver and conduct a complete online media marketing and sales campaign for its SmartDesk product (collectively the “Media Marketing”) for the COMPANY in accordance with the proposal submitted by CONSULTANT to COMPANY.

B. Schedule

The “Schedule” for the development of COMPANY Media Marketing is for a period of one (1) year.

C. Changes

Changes to this Agreement or to any of the specifications of the Media Marketing in any of the specifications thereof shall become effective only when a written change request is executed by the Executive Director of COMPANY and CONSULTANT. The CONSULTANT agrees to notify COMPANY promptly of any factor, occurrence, or event coming to its attention that may affect CONSULTANT’s ability to meet the requirements of this Agreement, or that is likely to occasion any material delay in the Schedule.

D. Demonstration at Trade Show

CONSULTANT agrees to exhibit and demonstrate the Media Marketing during at least at two (2) trade shows that the COMPANY shall participate in at his own expense. COMPANY shall provide CONSULTANT with appropriate space for such demonstration. CONSULTANT shall provide all necessary computers and personnel to affect such demonstration.

2. Media Marketing Design

A. Design

The design of COMPANY's Media Marketing shall be in substantial conformity with the material provided to CONSULTANT by COMPANY. CONSULTANT shall develop COMPANY's Media Marketing to project the highest professional image. CONSULTANT shall not include any of the following in the Media Marketing of the COMPANY: text, graphics, sound, or animations that might be viewed as offensive or may result in copyright infringement in any way or any illegal activities; links to other sites that might be viewed as offensive or may be objectionable in any way or any illegal Content; impressionistic or cartoon-like graphics (unless provided by COMPANY); invisible text, text that is present only when a "webcrawler" or other web indexing tool accesses the Media Marketing, or any other type of hidden text, hidden information, hidden graphics, or other hidden materials; or destructive elements or destructive programming of any type.

B. Materials Provided by COMPANY

All materials to be supplied by COMPANY may be provided in electronic form, or via File Transfer Protocol ("FTP"). Files will be provided in HTML format, standard word processing Text format or, if images, as TIFF's GIFF'S, JPEG's or Photoshop files.

C. Specifications for Online Media

COMPANY's Media Marketing will consist of delivering the created Content regarding SmartDesk's features, style, uniqueness, benefits, advantages, productivity, appeal, etc ("Content") to several online portals including: Facebook, Instagram, LinkedIn, twitter, constant contact, relevant blogs, relevant online websites, COMPANY website, news releases, and online product directories. CONSULTANT will also work on SEO in google, Yahoo, Infoseek, Bing and other major search engines. COMPANY agrees to pay all third party registration or relevant fees associated with such work. CONSULTANT shall create and post four (4) newly created Content every week during the term of this Agreement.

D. Accessibility Of Media Marketing

Throughout the period of engagement, the Media Marketing shall be accessible to COMPANY. Until COMPANY has approved the final Contents of each item no Media Marketing, shall be posted online. CONSULTANT will change or update the online Content as per the COMPANY's request within 24 hours as required by the COMPANY.

E. Project Planning Meetings

After both parties have signed this Agreement, the parties shall meet at COMPANY or at a mutually convenient location or through video conferencing and at a mutually convenient date and time to discuss project planning. The parties shall endeavor to hold this meeting within one week after both parties have signed this Agreement.

F. Delivery of Media Content

Upon termination of this Agreement, CONSULTANT shall deliver to COMPANY all Code, Documentation, media Content, reports and other materials developed by CONSULTANT in the course of its performance under this Agreement and any other items reasonably necessary for the operation of COMPANY's Media Marketing. Material shall be delivered in printed format and in electronic format. The transfer of electronic materials shall be accomplished by File Transfer Protocol ("FTP"). CONSULTANT will destroy all of its copies of COMPANY's Media Marketing (including all back-ups thereof) and "wipe" all files of COMPANY's Media Marketing.

G. Advertising Transaction Fees

CONSULTANT agrees to assist COMPANY in the sale of any advertising and/or database searches or other programs to generate revenues from the use of the Media Marketing by third parties. In this regard, CONSULTANT will provide assistance in developing such programs for COMPANY. In such event, the parties agree to enter into good faith negotiations to reasonably compensate CONSULTANT for such services.

3. Compensation

A. Price for Media Marketing

The total price for all of the work set forth in the Agreement (excluding third party fees shall be Two Hundred and Fifty Thousand Dollars, (US\$250,000) for the services provided for one (1) year. (the "Marketing Fee"). This price covers all work of whatever nature on COMPANY's Media Marketing contemplated in this Agreement. The Marketing Fee shall be paid by the COMPANY within one week after signing this Agreement as outlined in item B below. This Agreement will not become effective until the Marketing Fee has been paid by the COMPANY.

B. Payment of Marketing Fees

The COMPANY can pay the Marketing Fee in cash or in free trading Centrex Inc., common stock , CETX. Within one week after signing this Agreement, the COMPANY will pay either \$170,000 in cash or 150,000 in CETX free trading shares, priced at \$1.14 per share, the market price on the date of this Agreement. Six months from the date of this Agreement the COMPANY will pay either \$80,000 in cash or 70,000 in CETX free trading shares. If COMPANY pays in cash , the payment will be wired into CONSULTANT's bank account, which details shall be provided to the COMPANY. If the COMPANY elects to pay in CETX shares then those shares will be delivered into CONSULTANT's account via electronic DTC transfer method.

4. Confidentiality

A. Confidentiality

CONSULTANT shall treat this project as confidential and all information provided by the COMPANY shall be treated with confidentiality by the CONSULTANT. After COMPANY has approved however, CONSULTANT may list COMPANY as a client of CONSULTANT. CONSULTANT may not issue any press release that refers to CONSULTANT's work for COMPANY unless COMPANY has previously approved the press release in writing, which approval may be withheld for any reason or for no reason at all.

B. No Confidential Information of CONSULTANT

It is understood and agreed that COMPANY does not wish to receive from CONSULTANT any confidential information of CONSULTANT or of any third party. CONSULTANT represents and warrants that any information provided to COMPANY in the course of entering into this Agreement or performing any work hereunder shall not be confidential or proprietary to CONSULTANT.

C. Confidential Information of COMPANY

From time to time COMPANY may provide its own confidential business and technical information to CONSULTANT in connection with the work to be performed by CONSULTANT hereunder. Such information shall be designated as confidential upon or prior to disclosure by COMPANY. In addition, the preparation and specifications of all deliverable Content shall in all instances be treated as confidential, unless and until disclosed publicly by COMPANY. CONSULTANT shall use its best efforts to prohibit any use or disclosure of COMPANY's confidential information, except as necessary to perform work hereunder.

5. Ownership and Rights

A. Ownership of Work Product by COMPANY

Except as set forth below, all elements of all Content created by the CONSULTANT shall be exclusively owned by COMPANY and shall be considered works made for hire by CONSULTANT for COMPANY. Except as set forth below, COMPANY shall exclusively own all United States and international copyrights and all other intellectual property rights in the Content and materials and deliverables. It is understood and agreed that additional materials added to the Media Marketing in the future by CONSULTANT may belong exclusively to CONSULTANT however, the parties agree that the ownership of any such future materials will be mutually agreed to by the parties.

B. Vesting of Rights

CONSULTANT agrees to assign, and upon creation of each element of each Content automatically assigns, to COMPANY, its successors and assigns, ownership of all United States and international copyrights and all other intellectual property rights in each element of each Content. This assignment is undertaken in part as a contingency against the possibility that any such element, by operation of law, may not be considered a work made for hire by CONSULTANT for COMPANY. From time to time upon COMPANY's request, CONSULTANT and/or its personnel shall confirm Such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as COMPANY may request. COMPANY, its successors and assigns, shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for the Content and any portion(s) thereof.

C. Indemnification/No Infringement

In performing services under this Agreement, CONSULTANT agrees not to design, develop, or provide to COMPANY any items that infringe one or more patents, copyrights, trademarks, or other intellectual property rights (including trade secrets), privacy or other rights of any person or entity. If CONSULTANT becomes aware of any such possible infringement in the course of performing any work hereunder, CONSULTANT shall immediately so notify COMPANY in writing. CONSULTANT agrees to indemnify, defend, and hold COMPANY, its officers, directors, members, employees, representatives, agents, and the like harmless for any such alleged or actual infringement and for any liability, debt, or other obligation arising out of or as a result of or relating to (a) the Agreement, (b) the performance of the Agreement, or (c) the Content. This indemnification shall include attorneys' fees and expenses, unless CONSULTANT defends against the allegations using counsel reasonably acceptable to COMPANY. CONSULTANT's total liability under this Agreement shall not exceed twice the amount of revenue derived by CONSULTANT under this Agreement.

6. Agreements with Employees

No individuals or entities other than CONSULTANT and CONSULTANT's employees and independent contractors shall undertake any work in connection with this Agreement. CONSULTANT shall obtain and maintain in effect written agreements with each of its employees who participate in any of CONSULTANT's work hereunder. Such agreements shall contain terms sufficient for CONSULTANT to comply with all provisions of the Agreement and to support all grants and assignments of rights and ownership hereunder. Such agreements also shall impose an obligation of confidence on such employees with respect to COMPANY's confidential information. It shall be sufficient compliance with this provision of the Agreement if each such employee reads this Agreement and indicates their consent to abide by its terms by signing and dating this AGREEMENT or by initialing and dating this paragraph of this AGREEMENT. Nothing contained herein shall limit CONSULTANT's ability or right to utilize independent contractors provided that such independent contractors agree to be bound by the terms of this Agreement.

7. Representations and Warranties

CONSULTANT makes the following representations and warranties for the benefit of COMPANY:

A. No Conflict

CONSULTANT represents and warrants that it is under no obligation or restriction that would in any way interfere or conflict with the work to be performed by CONSULTANT under this Agreement. COMPANY understands that CONSULTANT is currently working on one or more similar projects for other clients. Provided that those projects do not interfere or conflict with CONSULTANT's obligations under this Agreement, those projects shall not constitute a violation of this provision of the Agreement.

B. Ownership Rights

CONSULTANT represents and warrants that (1) it is and will be the sole author of all works employed by CONSULTANT in preparing any and all Content; (2) it has and will have full and sufficient right to assign or grant the rights and/or licenses granted in the Content pursuant to this Agreement; (3) all Content have not been and will not be published under circumstances that would cause a loss of copyright therein; and (4) all Content do not and will not infringe any patents, copyrights, trademarks, or other intellectual property rights (including trade secrets), privacy or similar rights of any person or entity, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, nor is such a claim pending against CONSULTANT (or, insofar as CONSULTANT is aware, against any entity from which CONSULTANT has obtained such rights).

C. Conformity, Performance, and Compliance

CONSULTANT represents and warrants that (1) all Content shall be prepared in a workmanlike manner and with professional diligence and skill; (2) all Content will function under standard online media protocol; (3) all Deliverables will conform to the specifications and functions set forth in this Agreement; and (4) CONSULTANT will perform all work called for by this Agreement in compliance with applicable laws. CONSULTANT will repair any Content that does not meet this warranty within a reasonable period of time if the defect affects the usability of COMPANY's Media Marketing, and otherwise will repair the defect within 24 hours, said repairs to be free of charge to COMPANY. This warranty shall extend for the life of this Agreement. This warranty does not cover links that change over time, pages that become obsolete over time, Content that becomes outdated over time, or other changes that do not result from any error on the part of CONSULTANT.

8. Term and Termination

A. Term of Agreement

This Agreement shall remain in force for a period of one (1) year from the date hereof, unless otherwise terminated as provided herein.

B. Termination of Work

COMPANY may, at its sole option, terminate any or all work outstanding, or any portion thereof, immediately upon written notice. Upon receipt of notice of such termination, CONSULTANT shall inform COMPANY of the extent to which performance has been completed through such date, and collect and deliver to COMPANY whatever work product and Deliverables then exist in a manner prescribed by COMPANY. CONSULTANT shall be paid for all work performed through the date of receipt of notice of termination as specified herein. CONSULTANT may not terminate any work under this Agreement without the prior written consent of COMPANY.

C. Survival

In the event of any termination of this Agreement, all obligations and responsibilities of CONSULTANT shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns. The termination of any provision of this Agreement shall not excuse a prior breach of that provision.

D. Termination for Cause

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of a breach of a material provision of this Agreement by the other party, provided that, during the thirty (30) days period, the breaching party fails to cure such breach.

9. Force Majeure

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

10. No Agency

A. Independent Contractor

CONSULTANT, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold COMPANY harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and workmen's compensation.

B. No Agency

COMPANY does not undertake by this Agreement or otherwise to perform any obligation of CONSULTANT, whether by regulation or contract. In no way is CONSULTANT to be construed as the agent or to be acting as the agent of COMPANY in any respect, any other provisions of this Agreement notwithstanding.

11. Notices

If one party is required or permitted to give notice to the other under this Agreement, such notice shall be deemed given when transmitted by email to the email address specified provided by both parties.

12. Time of the Essence

Time is of the essence to the performance of the parties' obligations under this Agreement.

13. Multiple Counterparts

This Agreement may be executed in several counterparts and signed by scanned email signatures, all of which taken together shall constitute one single original Agreement between the parties.

14. Jurisdiction & Disputes

- A. This Agreement shall be governed by the laws of state of New York.
- B. All disputes hereunder shall be resolved in the applicable state or federal courts of New York. Both parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

15. Agreement Binding on Successors

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

16. Waiver

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

17. Severability

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

18. Assignability

The Agreement is personal to CONSULTANT and may not be assigned by any act of CONSULTANT or by operation of law unless in connection with a transfer of substantially all the assets of CONSULTANT or with the consent of COMPANY, which consent shall not be unreasonably withheld.

19. Integration

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict therewith.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused it to be affixed hereto by its authorized representative on the day indicated.

Centrex Inc.

Adtron Inc.

By: _____
Title: _____

By: _____
Title: _____

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated January 14, 2020 with respect to the audited consolidated financial statements of Centrex, Inc. as of and for the years ended September 30, 2019 and 2018.

Haynie & Company
Salt Lake City, Utah
January 17, 2020
