05-28-2015

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

FORM 8-K

CURENT REPORT
Pursuant to Section 13 or 15 (d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 28, 2015

B2 Digital, Incorporated
(Exact name of registrant as specified in its charter)

Delaware	0-11882	84-0916299
(State or other jurisdiction Of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

Rodney P. Hunt Chairman 201 Chain Bridge Rd. McLean, VA. 22101 & Paul LaBarre CEO 3177 E. Redfield Rd., Gilbert, Az.85234
(Address of principal executive Offices) (Zip Code)

Registrant's telephone number, including areas code: (480)639-0876

(Former name or former address, if changed since last report)

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 (See General Instructions A.2 below):

( ) Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

( ) Soliciting materials 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)

Item 1.01 B2 Digital, Inc. Signs Confidentiality and Non-Circumvention Agreement with Discover TV – Williams Visitors Channel of Kingman, Arizona

On May 28, 2015, B2 Digital, Inc., signed a Confidentiality and Non-Circumvention Agreement with Discover TV – Williams Visitors Channel of Kingman, Arizona. The first meeting took place today and offered several concepts that could be useful to both sides. A basic proposal will be worked up and presented to the B2 Digital, Inc. Board of Directors for final approval. It will then be presented to the owners of Discover TV.

Other than with respect to the transaction, there is no material relationship between the Company or any director or officer of the Company, or any associate of any such director or officer.

As of this date the B2 Digital, Inc. has not issued a Press Release concerning this matter.

Financial Statements and Exhibits can be found for B2 Digital on: www.octmarkets.com Posted July 27, 2013, Year End Report, March 31, 2013.

(d) Exhibits

Exhibit No.	Description
10.1	Confidentiality and Non-Circumvention Agreement Discover TV- Dated May 28, 2015

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

Date: April 28. 2015

B2 Digital, Incorporated

By:/s/ Paul D.H. LaBarre
Paul D.H. LaBarre
C.E.O. B2 Digital

B2 Digital, Inc.

NON-CIRCUMVENT NONDISCLOSURE AGREEMENT

This Non-Circumvent Non-Disclosure Agreement ("AGREEMENT") entered into this Thursday, May 28, 2015, Discover TV, Williams Visitors Channel, is for the professional association, understanding and definition in regard to Non-Circumvention, Non-Disclosure and Confidentiality between the following parties listed below, hereinafter referred to as, individually a "**Party**," and collectively as the "**Parties**"

1. Paul D.H. LaBarre, C.E.O. **B2 Digital, Inc.,** located at 201 Chain Bridge Rd.., McLean, VA. 22101**,** Arizona office located at**:** 3177 E. Redfield Rd. Gilbert, Arizona 85234, 602-625-7653 Fax: 480-834-0231

2. Tom Erickson, Owner/Manager, Discover TV, Williams Visitors Channel, Manager, 2719 D.W. Ranch Road, Kingman, Arizona 86401

NOW, THEREFORE, in consideration of the premises and the covenants, terms, conditions, and representations herein contained, the parties do hereby agree as follows:

a. The Parties seek to establish business relationships with each other as it relates to engaging and transacting with each other.

b. The Parties deem it to be mutually advantageous and necessary for one Party to disclose to the other Party certain private and sensitive information; and

c. The Parties have invested substantial time, effort and money in establishing contacts and relationships with such third parties that have great value, including to each Party.

d. The Parties desire to work with, and not circumvent, improperly disclose and keep confidential one another respecting each other's confidential information; and

1. The parties will construe THIS AGREEMENT in accordance with the laws of the State of Arizona. If any provision of this agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect

2. THIS AGREEMENT is a perpetuating guarantee for a period of five (5) years from the date of execution and is to be applied to any and all transactions present and future, including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the project.

3. Because of THIS AGREEMENT, the Parties involved may learn from each Party the names, addresses and contact information of individuals and/or groups, hereinafter called Contacts." The Parties acknowledge, accept and agree that the identities of the Contacts will be recognized by each Party as exclusive and valuable Contacts of each Party and will remain so for the duration of this agreement.

4. The Parties agree to keep confidential the names of any Contacts introduced or revealed to the other Parties, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees will not contact, deal with, negotiate or participate in any transactions with any of the Contacts without first entering a written agreement with the Party who provided such contact, unless that Party gives prior written permission. Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party. The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, product/services, or proposed new products or services, nor to do business with any of the revealed contacts without the written consent of the introducing party or parties.

5. The Parties agree that neither they, nor their representatives, nor any corporation, division, subsidiary, employee, partner, associate, agent, consultant, or affiliated person or entity associated with them, will make any contact with, deal with, circumvent, or otherwise become involved in any transaction with any third party, nor the third party's agents, employees, associates, business entities, assignees, affiliates, or any other person or entity introduced by the Parties to this Agreement that would circumvent the interest of any other Party without the express written permission of each as appropriate.

6. The Parties agree to not circumvent or attempt to circumvent this Agreement in an effort to gain fees, commissions, or considerations to the benefit of the one or more of The Parties without the full knowledge and approval of all Parties to this Agreement.

7. The Parties Agree that any fees or compensation will entered into under a separate Fee Agreement.

8. CONFIDENTIALITY: All Parties agree to keep confidential all information, such information includes, among other things, contact information, documents, files, reports and other written or electronic information and data relating to the proposed Transaction and will also include any discussions between the Parties, each regarding the proposed Transaction. Additionally, Information includes "NPI". For purposes of this Agreement, "NPI" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 ("GLBA") or any successor federal statute, and the rules and regulations hereunder, all as may be amended or supplemented from time to time, as it relates to any individual whose information is provided by the Parties or its Contacts and

personally identifiable information protected under and any other applicable law, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Each Party shall, and shall cause its Representatives to, keep NPI confidential and may use and disclose NPI only as necessary to carry out those specific aspects of the potential Transaction for which the NPI was disclosed in accordance with this Agreement, GLBA and Privacy Laws. Each Party agrees to comply in all respects with the GLBA and to protect the confidentiality of any NPI to which it is granted access. Notwithstanding any provision to the contrary, the Parties agree that no NPI will be revealed to any other party for other than those legitimate purpose allowed under the GLBA and any related federal or state laws, without the express written consent of the Party providing such information at any time, now or in the future. A Party shall immediately notify the other Party, (i) of any disclosure or use of any NPI by the other Party or any of its Representatives in breach of this Agreement and (ii) of any disclosure of any NPI to a Party or its Representatives where the purpose of such disclosure is not known to the other Party. Upon termination of the engagement relating to the potential Transaction or at the Parties direction, whichever is earlier, All Parties shall immediately return to the other any and all NPI which it has received under this Agreement and/or shall destroy all records of such NPI. The terms of this section apply notwithstanding anything to the contrary in this Agreement, including without limitations, the exceptions to Confidential Information, and will survive this Agreement. Each Party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to their attention.

9. INJUNCTION RELIEF. The Parties agree that in the event there is a violation of this Agreement, the Non-Violating Party is entitled to injunctive relief.

10. ENTIRE AGREEMENT: All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. In the event that any provision of this agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement addendum or modification, including any copy, whether by copier, by facsimile, NCR or electronic, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

11. COUNTERPARTS: The signatures of the Parties duly authorized representatives shall be affixed as indicated below. The Parties stipulate and agree that this Agreement may be signed in counterparts and executed by each Party as set forth above. When each counterpart, duly executed, and delivery thereof has been made to each Party respectively, this Agreement shall then be considered to be an original, binding agreement between the Parties, whether received in hand, delivered by mail or courier, or transmitted via electronic facsimile transmission. The Parties further stipulate and agree that duly executed electronic facsimile transmission copies shall be acceptable and shall be considered to be as valid, legal and binding upon the parties as the originals thereof.

12. All faxed and/or e-mailed signatures shall be considered as original signatures for the purpose of binding all parties to this agreement. This document may be signed and in any number of counterparts all of which shall be taken together and shall constitute as being one and the same instrument.

13. This Agreement may not be supplemented, changed, modified or amended unless executed in writing by all of the Parties.

14. All federal or state taxes or other governmental fees are the responsibility of each of the Parties. This Agreement in no way constitutes a partnership or between the Parties. Each Party is a distinct and individual independent contractor.

15. The Parties agree to indemnify and hold harmless one another from any damage, loss, cost or liability (including, without limitation, actual damages, consequential damages, legal fees and the costs of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by the Parties and the Accepting Parties of any material or information.

16. Accordingly, the Parties agree that, in the event of any breach, threatened breach or other violation of this Agreement by any Party or Parties, in addition to any other remedies at law or in equity they may have, shall each be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. All rights and remedies of Party herein and at law or in equity for any breach of this Agreement by the Parties and/or the Accepting Parties shall be cumulative and may be exercised singly or concurrently and from time to time in Parties discretion.

17. The parties will construe THIS AGREEMENT in accordance with the laws of the State of Arizona. If any provision of this agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect.

18. Upon execution of THIS AGREEMENT by signature below, the Parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or Consultant of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of THIS AGREEMENT.

19. A facsimile copy of this Agreement shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into THIS AGREEMENT.

20. The persons signing this Agreement warrant that they have full authority to do so and that their signature shall bind the Parties for they sign.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the day and year first above written

ON BEHALF OF B2 DIGITAL, INC.

Paul D.H. LaBarre – CEO B2 Digital, Inc. — Date: 5/28/2015

Andrew Georgens – V.P. of Acquisitions — Date: 5/28/15

ON BEHALF OF DISCOVER TV – WILLIAMS VISITORS CHANNEL

Tom Erickson, Owner/Manager — Date: 5/24/15