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 Ecofuel Technologies of Phoenix, Arizona

On May 27, 2015, B2 Digital, Inc., signed a Confidentiality and Non-Circumvention Agreement with Ecofuel Technologies based in Phoenix, Arizona. A meeting has been set for discussions as to how B2 Digital, Inc. can best assist Ecofuel Technologies in moving forward with their product line.

Once the meeting has taken place a report will be made to the full board for further discussions and the possible involvement of B2 Digital, Inc..

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 m- Dated May 27, 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

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

THIS IS A CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT **("Agreement"), entered into this 27th day of May, 2015 (the "Effective Date"), by and among** ecofuel Technologies, Inc. **("ecofuel"), a Company located at** 3830 E Lakewood Pkwy East, Apt# 2148, Phoenix, AZ 85048**, and** B2 Digital, Inc. **("Receiving Party"), with an address at** 201 Chain Bridge Rd. McLean, VA. 22101 and Arizona address at 3177 E. Redfield Rd., Gilbert, Arizona 85234.

1. CONFIDENTIAL INFORMATION.

(a) Description. ecofuel Technologies, Inc. may from time to time during the term of this Agreement disclose to the Receiving Party certain non-public information of **ecofuel** including information regarding: **(i)** proprietary development and implementation concepts for extracting oils from organic materials, **(ii)** recycling, refining, and formulation pertaining to oil or petroleum based products:**(iii)** hybrid fuels and proprietary enhancements to same developed by **ecofuel** (except information that is generally known to the public) **(iv)** patents and patent applications; **(v)** trade secrets; **(vi)** mask works, ideas, concepts, know-how, techniques, sketches, drawings, works of authorship, models, inventions, processes, algorithms, software (in both source code and object code formats), and formulas, and including information regarding experiments, developments, designs, specifications, customer lists, product plans, investors (or potential investors), employees, agents, contractual relationships, forecasts, sales, merchandising, and marketing plans (collectively, "Confidential Information"). ecofuel Technologies, Inc. shall mark all such Confidential Information in tangible form with the legend 'confidential,' 'proprietary,' or with similar legend.

(b) Protection. Except as expressly permitted by this Agreement, the Receiving Party shall not disclose the Confidential Information of ecofuel Technologies, Inc., and shall not use the Confidential Information of **ecofuel** for any purpose other than the internal consideration of the possibility of entering into an agreement with **ecofuel** regarding funding, community and/or property-related support related to the production of extracted oils from organic materials and/or reclaimed engine and other mechanical oils and products produced from the same or similar processes, subject to **SECTION 2 ("NON-CIRCUMVENTION"),** (the "Authorized Purpose"). The Receiving Party shall limit the disclosure of the Confidential Information of **ecofuel** to the regular employees of the Receiving Party who have a need to know such Confidential Information for the Authorized Purpose, and who are, with respect to the Confidential Information of **ecofuel**, bound in writing by confidentiality terms no less restrictive than those contained herein, or both. The Receiving Party shall provide copies of such written agreements to **ecofuel** upon request; provided, however, that such agreement copies shall themselves be deemed the Confidential Information of the Receiving Party.

(c) Exceptions. Notwithstanding anything herein to the contrary, Confidential Information shall not be deemed to include any information which: **(i)** was already lawfully known to the Receiving Party at the time of disclosure by **ecofuel** as reflected in the written records of the Receiving Party; if the Receiving Party is already aware of the Confidential Information disclosed by ecofuel Technologies, Inc. to a third party, the Receiving Party must disclose such knowledge immediately after receipt of the Confidential Information in question;



(ii) was or has been disclosed by **ecofuel** to a third party without obligation of confidence; **(iii)** was or becomes lawfully known to the general public without breach of this Agreement; **(iv)** is independently developed by the Receiving Party without access to, or use of, the Confidential Information of **ecofuel**. To the extent the Receiving Party is aware of the Confidential Information for any of the reasons set forth above in (i) through (iv), the Receiving Party shall notify **ecofuel** of such potential conflicts orally at the time of disclosure, and by completing Exhibit A attached hereto, as acknowledgment by Receiving Party that it does not believe that such information is Confidential Information. The Receiving Party must mail the executed Exhibit A to **ecofuel** within 3 business days after receipt and oral acknowledgment of such Confidential Information. ecofuel Technologies, Inc. shall inform the Receiving Party within 3 business days of **ecofuel's** receipt of the completed Exhibit A whether the Receiving Party may treat such information as Confidential Information on a going forward basis. If from 3 business days after the receipt of the Confidential Information, the Receiving Party has not informed **ecofuel** of such conflicts, the information in question must be deemed Confidential Information.

(d) Return of Confidential Information. The Receiving Party shall return to **ecofuel**, destroy or erase all Confidential Information of **ecofuel** in tangible form: **(i)** upon the written request of **ecofuel**; or **(ii)** upon the expiration or termination of this Agreement, whichever comes first, and in both cases, the Receiving Party shall certify promptly and in writing to **ecofuel** that it has done so. Except for the rights expressly described herein, no party is granted any rights to the patents, copyrights, trade secrets, trade names, trademarks (whether or not registered), or any other rights, franchises or licenses of any other party.

2. NON-CIRCUMVENTION. In addition to all other obligations under this Agreement, the Receiving Party shall make no use of any Confidential Information for any purpose not expressly permitted by this Agreement, and shall not contact, work with, negotiate with, or enter into any agreement, arrangement or understanding with any other party, other than a written agreement, arrangement or understanding to which **ecofuel** shall also be a party. The limitations described in this **SECTION 2 ("NON-CIRCUMVENTION")** shall continue for five (5) years from the Effective Date.

3. NO COPIES. The Receiving Party agrees not to reproduce in any way the Confidential Information of **ecofuel** without the prior, written consent of **ecofuel**. Any reproduction of the Confidential Information of **ecofuel** shall be owned at all times solely by **ecofuel**, and shall, at all times, contain the proprietary notices originally placed thereon.

4. TERM AND TERMINATION. The term of this Agreement shall continue from the Effective Date and shall govern all disclosures of Confidential Information between the parties thereafter until terminated by any party upon thirty (30) days' notice to all other parties. Provided, however, that any disclosures of Confidential Information made prior to the effective date of such termination shall continue to be subject to by the terms of this Agreement, and shall further be subject to the terms of **SECTION 2 ("NON-CIRCUMVENTION").**

5. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

6. **CHOICE OF LAW AND JURISDICTION.** This Agreement shall be subject to the laws of the State of Arizona, without reference to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the State and Federal Courts located in Phoenix, Arizona, and the parties hereby submit to the personal jurisdiction of such courts.

7. **SEVERABILITY.** If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of the unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

8. **NO ASSIGNMENT**. The Receiving Party may not assign this Agreement, in whole or in part, without the prior, written permission of ecofuel Technologies, Inc. Any purported assignment in derogation of the foregoing shall be without any effect whatsoever.

9. **NO EXPORT.** The Receiving Party shall not export, directly or indirectly, any technical data acquired from **ecofuel** pursuant to this Agreement, or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

10. **NOTICES.** All notices permitted or required to be given under this Agreement shall be in writing and delivered to each party by certified mail, return receipt requested, to the address for each party described in the first paragraph of this Agreement or such other address as each party may specify for itself by giving notice as provided above.

11. **NO REVERSE ENGINEERING.** The Receiving Party shall not modify, create derivative works from, reverse engineer, reverse assemble, decompile or reverse compile any software, hardware, inventions or other material contained in the Confidential Information of Ecofuel Technologies, Inc.

12. **RECIPROCITY.** The terms and conditions of sections 1. through 11. of this Agreement shall apply to **ecofuel** as they pertain to any and all Receiving Party information, as described in Section 1., that is, in turn, disclosed to **ecofuel** during discussions between **ecofuel** and the Receiving Party.

13. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between ecofuel Technologies, Inc. and the Receiving Party with respect to this subject matter, and supersedes all prior and contemporaneous agreements, discussions, contracts and negotiations between the parties with respect thereto. This Agreement may not be modified except in writing and signed by both parties. Any purported oral modification of this Agreement shall be without any effect whatsoever.

[SIGNATURE PAGE FOLLOWS]

AGREED TO:

ECOFUEL TECHNOLOGIES, INC.

BY: GERALD KLORMAN

TITLE: CEO

DATE: 04/30/2015 5/27/15

RECEIVING PARTY

COMPANY NAME: B2 DIGITAL, INC.

BY: PAUL D.H. LABARRE

TITLE: C.E.O.

DATE: MAY 27, 2015