

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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **September 28, 2017**

SHIFTPIXY, INC.

(Exact name of registrant as specified in its charter)

Wyoming

(State of incorporation or organization)

47-4211438

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

1 Venture, Suite 150, Irvine CA

(Address of principal executive offices)

92618

(Zip Code)

888-798-9100

(Registrant's telephone number, including area code)

Commission File No. **001-37954**

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 Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

Effective September 28, 2017, we entered into Director Agreements with Whitney White and Sean Higgins, both of whom will be serving as independent directors of the Company.

The agreement for each of these new independent directors provides that they will be compensated as follows:

| | Value of Shares or Stock Options | Monthly Compensation | |
|--|--|----------------------|-------------------------|
| | | | Committee Participation |

| Board Position | Awarded/Year | Retainer | Audit | Compensation | Nomination |
|-------------------------|-----------------------------|-------------|-------------|--------------|------------|
| Independent Director | \$ 75,000.00 ⁽¹⁾ | \$ 5,000.00 | \$ 1,250.00 | \$ 750.00 | \$ - |
| Committee Chair Premium | | | \$ 500.00 | \$ 250.00 | \$ 250.00 |

Expenses Reasonable, customary and documented
Per Meeting Fees \$1,000.00 (per official meeting of Directors requiring transportation away from home)
\$ 500.00 (per official meeting of Directors not requiring transportation away from home)

⁽¹⁾ The number of shares issued will be issued based on market value of such shares at the close of trading on the date of execution [September 28, 2017], with half of such shares vesting on the date marking 6 months of service and the remaining half of the shares vesting on the first anniversary of service under the Agreement.

The agreements for Messrs. White and Higgins are filed as exhibits to this Form 8-K and should be referred to in their entirety for complete information concerning the agreements.

Mr. Mark Absher will also be joining the Board as a Director while continuing to serve as Registered In-House Counsel, as described in Item 5.02 below. Mr. Mark Absher will receive no additional compensation for acting as Director as the Company, and he has agreed that his compensation will remain unchanged from what he currently receives as Registered In-House Counsel.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective September 28, 2017, Mr. Whitney White, age 41, was elected to serve as an Independent Director of the Company. From April 2017 to date, Mr. White has been Chief Operating Officer & Chief Technology Officer of Prime Trust, LLC, a Nevada chartered trust company. Before his service with Prime Trust, Mr. White spent 17 years with W.R. Hambrecht + Co., LLC., an investment banking, advisory and brokerage firm that was the Underwriter of the Company's recently completed Regulation A offering, having served in various executive roles, including Chief Technology Officer and more recently as Managing Director, Equity Capital Markets. Mr. White earned a bachelor's degree in computer science & psychology from Hamilton College, a master of business administration degree in finance and accounting from Columbia University's Graduate School of Business, and a master of business administration degree in technology and entrepreneurship from the University of California Berkeley's Hass School of Business. Mr. White holds a Series 79 license as an Investment Banking Representative, a Series 24 license as a General Securities Principal, and a Series 7 license as a General Securities Representative. As a member of the board, Mr. White contributes the benefits of decades of leadership and management experience building and advising early stage, technology-driven companies. Based on his investment banking experience, Mr. White brings to the board the benefits of corporate finance and governance expertise. As an experienced senior technologist, Mr. White brings to ShiftPixy years of experience applying technology to enhance traditional business processes. Mr. White will serve as chairman of the Compensation Committee and the Nominations Committee, and he will also serve on the Audit Committee.

Effective September 28, 2017, Mr. Sean Higgins, age 53, was elected as an Independent Director of the Company. Since December 2002, Mr. Higgins has served as co-founder and Vice President of Professional Services of Herjavec Group, an information security solutions firm headquartered in Toronto, Ontario. Mr. Higgins earned a bachelor's degree in computer science from Purdue University and a master of science degree in electrical engineering and applied physics from Case Western Reserve University. As a member of the board, Mr. Higgins contributes his significant industry, technical, and entrepreneurial experience. Mr. Higgins will serve on the Audit Committee, the Compensation Committee and the Nominations Committee.

Effective September 28, 2017, Mr. Mark Absher, age 55, was elected to serve as a Director of the Company in addition to continuing as the Company's Registered In-House Counsel, a position he has held since June 2016. Before his service with ShiftPixy, Mr. Absher served for 11 years as Associate General Counsel of LifeWay, a Nashville based publisher and retail organization. Mr. Absher earned a bachelor's degree in English education from Bob Jones University and a Juris Doctor degree from The John Marshall Law School in Chicago. Mr. Absher holds licenses to practice law in Illinois and Tennessee and is registered in California to provide legal services as in-house counsel to ShiftPixy, Inc. As a member of the board, Mr. Absher contributes significant industry-specific experience and expertise with regard to the Company's service offering, having served as legal counsel or advisor to three companies in the employment services industry. In addition, Mr. Absher contributes his knowledge of the Company's business, service offerings and markets, as well his substantial experience assisting with the development of corporate strategy and business operations. Mr. Absher is the brother of ShiftPixy's CEO, Scott W. Absher.

Item 9.01 Financial Statements and Exhibits.

(d) [Exhibit 99.1](#) = [Director Agreement with Whitney White](#)

SIGNATURES

Pursuant to the requirements of the Securities 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 date indicated.

SHIFTPIXY, INC.

Date: September 29, 2017

By: /s/ Scott W. Absher

Scott W. Absher

Chief Executive Officer and Director

DIRECTOR AGREEMENT

This Director Agreement (this “Agreement”), dated as of this 28th day of September 2017, by and between ShiftPixy, Inc., a Wyoming corporation (“Company”), and Whitney White (“Director”).

Recitals

Whereas, the Board of Directors of the Company, through its Nominations Committee (collectively, the “Board”), would like to appoint Director to serve as an independent director of the Company to fill a vacancy on the Company’s Board of Directors; and

Whereas, the parties desire and agree to enter into this Agreement with Director, setting forth the terms and conditions upon which Director shall serve as an independent director of the Company; and

Whereas, the Board has approved the terms of this Agreement.

Terms

Now, therefore, in consideration of the foregoing and of the mutual covenants and obligations hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Appointment; Election as Director. The Board hereby appoints Director as a director of the Company to fill a newly created directorship on the Board, pursuant to *Article III, Section 2* of the Bylaws of the Company, to serve until the next annual meeting of shareholders. Thereafter, in the event Director desires to stand for reelection, and is nominated for reelection, the Company agrees to use its best efforts and powers to sustain and continue Director’s election as a member of the Board (the “Term”). This Agreement does not require the Company to nominate Director for reelection to the Board.

2. Duties and Extent of Services.

(a) During the Term, Director shall serve as an independent director of the Company and, in such capacity, shall provide those services required of an independent director under Company’s articles of incorporation and bylaws, as both may be amended from time to time, as well as under the charters of the Audit Committee, the Compensation Committee and the Nominations Committee, as such documents may be amended from time to time, and under the Wyoming Business Corporation Act, the federal securities laws and other state and federal laws and regulations, as applicable, as well as the rules of Nasdaq, and shall render such services as are customarily associated with and are incident to the position of independent director and such other services as Company may, from time to time, reasonably require of Director consistent with such position. Such duties and responsibilities shall include, but shall not be limited to, attendance at all meetings of the Board, which shall occur at a minimum on a quarterly basis, and all meetings of stockholders of the Company.

Page 1 of 5

(b) Director shall faithfully, competently and diligently perform to the best of his ability all the obligations required of him as an independent director in accordance with the duty of loyalty and duty of care which the Director owes to the Company and its shareholders. Without limiting the preceding sentence, Company acknowledges that Director has other business commitments.

3. Compensation. As compensation for Director’s entering into this Agreement and performing his services hereunder, Director shall receive the payments, fees, expenses and shares or units, as applicable, as set forth in *Exhibit A*, a copy of which is attached hereto and hereby incorporated by reference.

4. Confidential Information. The Director recognizes and acknowledges that the Director will have access to Confidential Information (as defined below) relating to the business or interests of the Company or of persons with whom the Company may have business relationships. Except as permitted herein, the Director will not during the Term of this Agreement, or at any time following termination of this Agreement, disclose or permit to be known to any other person or entity (except as required by applicable law or in connection with the performance of the Director's duties and responsibilities hereunder), or use for the Director's own improper benefit or gain, any Confidential Information of the Company. The term "Confidential Information" includes, without limitation, information relating to the Company's business affairs, proprietary technology, trade secrets, patented processes, research and development data, know-how, market studies and forecasts, competitive analyses, pricing policies, employee lists, employment agreements, personnel policies, the substance of agreements with customers, commercial contracts, suppliers and others, marketing arrangements, and customer lists and information relating to business operations and strategic plans of third parties with which the Company has or may be assessing commercial arrangements, any of which information is not generally known to the public or to actual or potential competitors of the Company (other than through a breach of this Agreement). Therefore, the Director will not, without the prior written consent of the Company's Board of Directors, disclose such Confidential Information or use the same, provided, however, that in the course of the Director's services to the Company, the Director may disclose such Confidential Information as the Director deems necessary to carry out the Director's duties to the Company. This obligation shall continue until such Confidential Information becomes publicly available, other than pursuant to a breach of this Section 4 by the Director, regardless of whether the Director continues to serve the Company. It is further agreed and understood by and between the parties to this Agreement that all information and records relating to the Company, as hereinabove described, shall be the exclusive property of the Company and, upon termination of the Director's service with the Company, all documents, records, reports, writings and other similar documents containing Confidential Information, including copies thereof, then in the Director's possession or control shall be returned to and left with the Company.

5. Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement with respect to the subject matter hereof and is intended as a complete and exclusive statement of the terms and conditions thereof and supersedes and replaces all prior negotiations and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof.

Page 2 of 5



6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California, applicable to contracts to be wholly performed in such State, without regard to the conflict of laws principles thereof.

7. Amendment. This Agreement may be amended, modified or superseded, and any of the terms hereof may be waived, only by a written instrument executed by the parties hereto.

8. Assignability. The obligations of Director may not be delegated, and Director may not, without Company's written consent thereto, assign, transfer, convey, pledge, encumber, hypothecate or otherwise dispose of this Agreement or any interest herein. Any such attempted delegation or disposition shall be null and void and without effect. Company and Director agree that this Agreement and all of Company's rights and obligations hereunder may be assigned or transferred by Company to and shall be assumed by and be binding upon any successor to Company. The term "successor" means, with respect to Company or any of its subsidiaries, any corporation or other business entity which, by merger, consolidation, purchase of the assets or otherwise acquires all or a material part of the assets of Company.

9. Severability. If any provision of this Agreement or any part thereof is held to be invalid or unenforceable, the same shall in no way affect any other provision of this Agreement or remaining part thereof; which shall be given full effect without regard to the invalid or unenforceable part thereof.

10. Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement, shall be given or made in writing by registered or certified mail, return receipt requested, or by overnight carrier service or by facsimile transmission and will be deemed to have been given or made on the date following receipt or attempted delivery at the following locations:

To Director:

Whitney White
1991 Broadway
Apt. 27C
New York, NY 10023

To Company:

ShiftPixy, Inc.
Attn: Legal Department
1 Venture
Suite 150
Irvine, CA 92618

Either party may change the address to which notices shall be sent by sending written notice of such change of address to the other

party. Any such notice shall be deemed given, if delivered personally, upon receipt; if telecopied, when telecopied; if sent by courier service providing for next-day delivery, the next business day following deposit with such courier service; and if sent by certified or registered mail, three days after deposit (postage prepaid) with the U.S. mail service.

Page 3 of 5



11. Representations and Warranties of Director. Director hereby represents and warrants to Company that: (i) Director's execution, delivery and performance of this Agreement and any other agreement to be delivered pursuant to this Agreement will not violate, conflict with or result in the breach of any of the terms of, or constitute (or with notice or lapse of time or both, constitute) a default under, any agreement, arrangement or understanding with respect to Director's employment or providing services to which Director is a party or by which Director is bound or subject; (ii) Director will comply with Director's obligations to make the required Section 16 (and/or comparable) filings with the Securities and Exchange Commission; and (iii) Director will comply with all of the Company's corporate governance policies, which includes, but is not limited to, a Code of Conduct and an Insider Trading Policy.

12. Representations and Warranties of Company. Company hereby represents and warrants to Director that (i) it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Wyoming, and has all requisite corporate power and authority to execute, deliver and perform this Agreement in accordance with the terms hereof, (ii) all necessary actions to authorize the Company's execution, delivery and performance of this Agreement have been taken, (iii) this Agreement has been duly executed and delivered by the Company and constitutes its legal, valid, and binding obligation enforceable against it in accordance with the terms hereof, (iv) its execution, delivery and performance of this Agreement and any other agreement to be delivered pursuant to this Agreement will not violate, conflict with or result in the breach of any of the terms of, or constitute (or with notice or lapse of time or both, constitute) a default under, any agreement, arrangement or understanding with respect to Director's engagement or which otherwise related to Director's relationship with the Company.

13. Indemnification. Company hereby agrees to indemnify and hold harmless Director, his affiliates (and such affiliates' directors, officers, employees, agents and representatives) and permitted assigns, to the fullest extent permitted under Wyoming law and the Articles of Incorporation, from and against any and all losses, damages, liabilities, obligations, costs or expenses which are caused by or arise out of (i) any breach or default in the performance by the Company of any covenant or agreement of the Company contained in this Agreement, and (ii) any breach of warranty or inaccurate or erroneous representation made by the Company herein, and (iii) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including reasonable legal fees) incident to any of the foregoing. The Company shall advance any expenses reasonably incurred by Director in defending an indemnifiable action hereunder, with such expenses to be reimbursed by Director only in the event that a court of competent jurisdiction enters a binding judgment, order or decree that Director acted in bad faith or in a manner he reasonably believed not to be in the best interests of the Company.

14. D&O Insurance. The Company agrees to maintain during the term of this Agreement D&O Insurance having terms and in minimum amounts that the Company and Director consider to be reasonably appropriate.

Page 4 of 5

15. Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

In witness whereof, the parties have duly executed this Agreement as of the date first written above.

ShiftPixy, Inc.

Director

By: /s/ Scott W. Absher

Name: Scott W. Absher

Title: Director, President and CEO

By: /s/ Whitney White

Name: Whitney White

Exhibit A

| Board Position | Value of Shares or Stock Options Awarded/Year | Monthly Compensation | | | |
|-------------------------|---|----------------------|-------------------------|--------------|------------|
| | | Retainer | Committee Participation | | |
| | | | Audit | Compensation | Nomination |
| Independent Director | \$ 75,000.00 ¹ | \$ 5,000.00 | \$ 1,250.00 | \$ 750.00 | \$ - |
| Committee Chair Premium | | | \$ 500.00 | \$ 250.00 | \$ 250.00 |

Expenses Reasonable, customary and documented

Per Meeting Fees \$1,000.00 (per official meeting of Directors requiring transportation away from home)

\$ 500.00 (per official meeting of Directors not requiring transportation away from home)

¹ Unless otherwise agreed, the number of shares issued will be issued based on market value of such shares at the close of trading on the date of issuance with ½ of such shares vesting on the date marking 6 months of service and the remaining ½ of the shares vesting on the first anniversary of service under this Agreement.

DIRECTOR AGREEMENT

This Director Agreement (this “Agreement”), dated as of this 28th day of September 2017, by and between ShiftPixy, Inc., a Wyoming corporation (“Company”), and Sean C. Higgins (“Director”).

Recitals

Whereas, the Board of Directors of the Company, through its Nominations Committee (collectively, the “Board”), would like to appoint Director to serve as an independent director of the Company to fill a vacancy on the Company’s Board of Directors; and

Whereas, the parties desire and agree to enter into this Agreement with Director, setting forth the terms and conditions upon which Director shall serve as an independent director of the Company; and

Whereas, the Board has approved the terms of this Agreement.

Terms

Now, therefore, in consideration of the foregoing and of the mutual covenants and obligations hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Appointment; Election as Director. The Board hereby appoints Director as a director of the Company to fill a newly created directorship on the Board, pursuant to Article III, Section 2 of the Bylaws of the Company, to serve until the next annual meeting of shareholders. Thereafter, in the event Director desires to stand for reelection, and is nominated for reelection, the Company agrees to use its best efforts and powers to sustain and continue Director’s election as a member of the Board (the “Term”). This Agreement does not require the Company to nominate Director for reelection to the Board.

2. Duties and Extent of Services.

(a) During the Term, Director shall serve as an independent director of the Company and, in such capacity, shall provide those services required of an independent director under Company’s articles of incorporation and bylaws, as both may be amended from time to time, as well as under the charters of the Audit Committee, the Compensation Committee and the Nominations Committee, as such documents may be amended from time to time, and under the Wyoming Business Corporation Act, the federal securities laws and other state and federal laws and regulations, as applicable, as well as the rules of Nasdaq, and shall render such services as are customarily associated with and are incident to the position of independent director and such other services as Company may, from time to time, reasonably require of Director consistent with such position. Such duties and responsibilities shall include, but shall not be limited to, attendance at all meetings of the Board, which shall occur at a minimum on a quarterly basis, and all meetings of stockholders of the Company.

(b) Director shall faithfully, competently and diligently perform to the best of his ability all the obligations required of him as an independent director in accordance with the duty of loyalty and duty of care which the Director owes to the Company and its shareholders. Without limiting the preceding sentence, Company acknowledges that Director has other business commitments.

3. Compensation. As compensation for Director’s entering into this Agreement and performing his services hereunder, Director shall receive the payments, fees, expenses and shares or units, as applicable, as set forth in Exhibit A, a copy of which is attached hereto

and hereby incorporated by reference.

4. Confidential Information. The Director recognizes and acknowledges that the Director will have access to Confidential Information (as defined below) relating to the business or interests of the Company or of persons with whom the Company may have business relationships. Except as permitted herein, the Director will not during the Term of this Agreement, or at any time following termination of this Agreement, disclose or permit to be known to any other person or entity (except as required by applicable law or in connection with the performance of the Director's duties and responsibilities hereunder), or use for the Director's own improper benefit or gain, any Confidential Information of the Company. The term "Confidential Information" includes, without limitation, information relating to the Company's business affairs, proprietary technology, trade secrets, patented processes, research and development data, know-how, market studies and forecasts, competitive analyses, pricing policies, employee lists, employment agreements, personnel policies, the substance of agreements with customers, commercial contracts, suppliers and others, marketing arrangements, and customer lists and information relating to business operations and strategic plans of third parties with which the Company has or may be assessing commercial arrangements, any of which information is not generally known to the public or to actual or potential competitors of the Company (other than through a breach of this Agreement). Therefore, the Director will not, without the prior written consent of the Company's Board of Directors, disclose such Confidential Information or use the same, provided, however, that in the course of the Director's services to the Company, the Director may disclose such Confidential Information as the Director deems necessary to carry out the Director's duties to the Company. This obligation shall continue until such Confidential Information becomes publicly available, other than pursuant to a breach of this Section 4 by the Director, regardless of whether the Director continues to serve the Company. It is further agreed and understood by and between the parties to this Agreement that all information and records relating to the Company, as hereinabove described, shall be the exclusive property of the Company and, upon termination of the Director's service with the Company, all documents, records, reports, writings and other similar documents containing Confidential Information, including copies thereof, then in the Director's possession or control shall be returned to and left with the Company.

5. Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement with respect to the subject matter hereof and is intended as a complete and exclusive statement of the terms and conditions thereof and supersedes and replaces all prior negotiations and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof.

Page 2 of 5



6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California, applicable to contracts to be wholly performed in such State, without regard to the conflict of laws principles thereof.

7. Amendment. This Agreement may be amended, modified or superseded, and any of the terms hereof may be waived, only by a written instrument executed by the parties hereto.

8. Assignability. The obligations of Director may not be delegated, and Director may not, without Company's written consent thereto, assign, transfer, convey, pledge, encumber, hypothecate or otherwise dispose of this Agreement or any interest herein. Any such attempted delegation or disposition shall be null and void and without effect. Company and Director agree that this Agreement and all of Company's rights and obligations hereunder may be assigned or transferred by Company to and shall be assumed by and be binding upon any successor to Company. The term "successor" means, with respect to Company or any of its subsidiaries, any corporation or other business entity which, by merger, consolidation, purchase of the assets or otherwise acquires all or a material part of the assets of Company.

9. Severability. If any provision of this Agreement or any part thereof is held to be invalid or unenforceable, the same shall in no way affect any other provision of this Agreement or remaining part thereof; which shall be given full effect without regard to the invalid or unenforceable part thereof.

10. Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement, shall be given or made in writing by registered or certified mail, return receipt requested, or by overnight carrier service or by facsimile transmission and will be deemed to have been given or made on the date following receipt or attempted delivery at the following locations:

To Director:

Sean C. Higgins
42 Oakridge Cres.
Guelph, ON N1L 1J3

To Company:

ShiftPixy, Inc.
Attn: Legal Department
1 Venture
Suite 150
Irvine, CA 92618

Either party may change the address to which notices shall be sent by sending written notice of such change of address to the other party. Any such notice shall be deemed given, if delivered personally, upon receipt; if telecopied, when telecopied; if sent by courier service providing for next-day delivery, the next business day following deposit with such courier service; and if sent by certified or registered mail, three days after deposit (postage prepaid) with the U.S. mail service.

Page 3 of 5



11. Representations and Warranties of Director. Director hereby represents and warrants to Company that: (i) Director's execution, delivery and performance of this Agreement and any other agreement to be delivered pursuant to this Agreement will not violate, conflict with or result in the breach of any of the terms of, or constitute (or with notice or lapse of time or both, constitute) a default under, any agreement, arrangement or understanding with respect to Director's employment or providing services to which Director is a party or by which Director is bound or subject; (ii) Director will comply with Director's obligations to make the required Section 16 (and/or comparable) filings with the Securities and Exchange Commission; and (iii) Director will comply with all of the Company's corporate governance policies, which includes, but is not limited to, a Code of Conduct and an Insider Trading Policy.

12. Representations and Warranties of Company. Company hereby represents and warrants to Director that (i) it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Wyoming, and has all requisite corporate power and authority to execute, deliver and perform this Agreement in accordance with the terms hereof, (ii) all necessary actions to authorize the Company's execution, delivery and performance of this Agreement have been taken, (iii) this Agreement has been duly executed and delivered by the Company and constitutes its legal, valid, and binding obligation enforceable against it in accordance with the terms hereof, (iv) its execution, delivery and performance of this Agreement and any other agreement to be delivered pursuant to this Agreement will not violate, conflict with or result in the breach of any of the terms of, or constitute (or with notice or lapse of time or both, constitute) a default under, any agreement, arrangement or understanding with respect to Director's engagement or which otherwise related to Director's relationship with the Company.

13. Indemnification. Company hereby agrees to indemnify and hold harmless Director, his affiliates (and such affiliates' directors, officers, employees, agents and representatives) and permitted assigns, to the fullest extent permitted under Wyoming law and the Articles of Incorporation, from and against any and all losses, damages, liabilities, obligations, costs or expenses which are caused by or arise out of (i) any breach or default in the performance by the Company of any covenant or agreement of the Company contained in this Agreement, and (ii) any breach of warranty or inaccurate or erroneous representation made by the Company herein, and (iii) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including reasonable legal fees) incident to any of the foregoing. The Company shall advance any expenses reasonably incurred by Director in defending an indemnifiable action hereunder, with such expenses to be reimbursed by Director only in the event that a court of competent jurisdiction enters a binding judgment, order or decree that Director acted in bad faith or in a manner he reasonably believed not to be in the best interests of the Company.

14. D&O Insurance. The Company agrees to maintain during the term of this Agreement D&O Insurance having terms and in minimum amounts that the Company and Director consider to be reasonably appropriate.

Page 4 of 5



15. Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

In witness whereof, the parties have duly executed this Agreement as of the date first written above.

ShiftPixy, Inc.

 By: /s/ Scott W. Absher
 Name: Scott W. Absher
 Title: Director, President and CEO

Director

 By: /s/ Sean Higgins
 Name: Sean Higgins

Exhibit A

| Board Position | Value of Shares or Stock Options Awarded/Year | Monthly Compensation | | | |
|-------------------------|---|----------------------|-------------------------|--------------|------------|
| | | Retainer | Committee Participation | | |
| | | | Audit | Compensation | Nomination |
| Independent Director | \$ 75,000.00 ¹ | \$ 5,000.00 | \$ 1,250.00 | \$ 750.00 | \$ - |
| Committee Chair Premium | | | \$ 500.00 | \$ 250.00 | \$ 250.00 |

Expenses Reasonable, customary and documented
 Per Meeting Fees \$1,000.00 (per official meeting of Directors requiring transportation away from home)
 \$ 500.00 (per official meeting of Directors not requiring transportation away from home)

¹ Unless otherwise agreed, the number of shares issued will be issued based on market value of such shares at the close of trading on the date of issuance with ½ of such shares vesting on the date marking 6 months of service and the remaining ½ of the shares vesting on the first anniversary of service under this Agreement.