

# INCAPTA, INC.

## FORM S-8

(Securities Registration: Employee Benefit Plan)

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Address	819 D AVENUE NATIONAL CITY, CA, 91950
Telephone	6193869185
CIK	0001099234
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Industry	Broadcasting
Sector	Consumer Cyclical
Fiscal Year	12/31

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

InCapta, Inc.

(Exact name of registrant as specified in charter)

Wyoming

(State or other jurisdiction of  
incorporation or organization)

47-3903460

(I.R.S. Employer  
Identification Number)

1876 Horse Creek Road  
Cheyenne, Wyoming

(Address of principal executive offices)

82009

(Zip Code)

With a copy to

M. Stephen Roberts  
Attorney at Law  
6513 Perkins Road  
Baton Rouge LA 70808  
Phone: 225-389-8300

InCapta, Inc. 2018 Stock and Option Plan

(Full title of the plan)

Greg Martin  
1876 Horse Creek Road  
Cheyenne, Wyoming

(Name and address of agent for service)

(682) 229-7476

(Telephone number of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth 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 Securities Act.

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT BEING REGISTERED	PROPOSED MAXIMUM OFFER PRICE PER SHARE	PROPOSED MAXIMUM AGGREGATE OFFER PRICE	AMOUNT OF REGISTRATION FEE
Common Shares	2,000,000,000	\$ .0003	\$ 600,000	\$ 74.70

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(a), (c) and (g) under the Securities Act of 1933, as amended.

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PART I

INFORMATION REQUIRED IN THE PROSPECTUS

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

ITEM 1. PLAN INFORMATION.

The registrant shall deliver or cause to be delivered to each participant material information regarding the plan and its operations that will enable participants to make an informed decision regarding investment in the plan. This information shall include, to the extent material to the particular plan being described, but not be limited to, the disclosure specified in (a) through (j) below. Any unusual risks associated with participation in the plan not described pursuant to a specified item shall be prominently disclosed.

(a) General Plan Information.

(1) InCapta, Inc. 2018 Stock and Option Plan (“Plan”).

(2) The general nature of the Plan is intended to allow designated directors, officers, employees, and certain non-employees, including consultants, of the registrant and its subsidiaries which it may have from time to time, to receive certain options to purchase the registrant’s common stock, one tenth of one cent (\$0.001) par value, and to receive grants of common stock subject to certain restrictions. The purpose of the Plan is to promote the interests of the registrant and its stockholders by attracting and retaining employees capable of furthering the future success of the registrant and by aligning their economic interests more closely with those of the registrant’s stockholders.

(3) The Plan is not subject to any provisions of the Employee Retirement Income Security Act of 1974 (“ERISA”).

(4) Address and telephone number, including area code, which participants may use to obtain additional information about the plan and its administrators: Greg Martin, Chief Executive Officer, InCapta, Inc., 1876 Horse Creek Road, Cheyenne, Wyoming 82009; (682) 229-7476. The Plan is administered by the registrant’s board of directors. A majority of its members shall constitute a quorum. The directors are governed by the provisions of the registrant’s bylaws and of Wyoming law applicable to the directors, except as otherwise provided herein or determined by the Directors.

The directors shall have full and complete authority to construe and interpret the Plan, to establish, amend and rescind rules and regulations relating to the Plan, and to take all such actions and make all such determinations in connection with the Plan as it may deem necessary or desirable. The Directors shall, in their discretion, but subject to the express provisions of the Plan: approve the employees nominated by the management of the registrant to be granted grants or stock options; to determine the number of grants or stock options to be granted to an employee; to determine the time or times at which grants or stock options shall be granted; to establish the terms and conditions upon which grants or stock options may be exercised; to remove or adjust any restrictions and conditions upon grants or stock options; to specify, at the time of grant, provisions relating to exercisability of stock options and to accelerate or otherwise modify the exercisability of any stock options; and to adopt such rules and regulations and to make all other determinations deemed necessary or desirable for the administration of the Plan. All interpretations and constructions of the Plan by the directors, and all of its actions hereunder, shall be binding and conclusive on all persons for all purposes.

(b) Securities to be Offered.

The maximum number of shares of common stock that may be issued pursuant to the Plan is 2,000,000,000, subject to adjustment pursuant to the provisions of paragraph 4.1 of the Plan. If shares of common stock granted or issued under the Plan are reacquired by the registrant due to a forfeiture or for any other reason, such shares shall be cancelled and thereafter shall again be available for purposes of the Plan. If a stock option expires, terminates or is cancelled for any reason without having been exercised in full, the shares of common stock not purchased thereunder shall again be available for purposes of the Plan.

(c) Employees Who May Participate in the Plan.

Designated directors, officers, employees, and certain non-employees, including consultants, may participate in the Plan as determined by the directors in their sole discretion.

(d) Purchase of Securities Pursuant to the Plan and Payment for Securities Offered.

(1) The designated directors, officers, employees, and certain non-employees, including consultants, may participate in the Plan during the entire term of the Plan. The consideration for the shares or stock options granted under the Plan is services rendered to the registrant as determined in the sole discretion of the directors. The amount of securities or options to be granted under the Plan shall approximate the value of the services rendered by the person to whom they are granted.

(2) The registrant shall provide quarterly reports to each person participating in the Plan as to the amount and status of their accounts.

(e) Resale Restrictions.

There will be no restriction on resale of the securities purchased under the plan.

(f) Tax Effects of Plan Participation.

The tax effects that may accrue to participants in the Plan are that receipt of free trading Common Stock will likely be a taxable event to the participant. Stock options granted will not be a taxable event until the option is exercised into free trading Common Stock. Capital gains rules will apply to Common Stock held after the date of acquisition.

(g) Withdrawal from the Plan; Assignment of Interest.

(1) There are no provisions in the Plan under which a participating person employee may (i) withdraw from the plan and terminate his or her interest therein; or (ii) withdraw funds or investments held for the employee's account without terminating his or her interest in the plan.

(2) There are no terms under the Plan under which the Plan permits a participant to assign or hypothecate his or her interest in the Plan.

(h) Forfeitures and Penalties.

Notwithstanding any other provision of this Plan, if a participant in the Plan commits fraud or dishonesty toward the Company or wrongfully uses or discloses any trade secret, confidential data or other information proprietary to the Company, or intentionally takes any other action materially inimical to the best interests of the Company, as determined by the Directors, in its sole and absolute discretion, such Employee shall forfeit all rights and benefits under this Plan.

(i) Charges and Deductions and Liens.

(1) There are no charges or deductions (other than withholding taxes) that may be made against employees participating in the plan or against funds, securities or other property held under the Plan.

(2) No person or participant under the Plan may create a lien on any funds, securities, or other property held under the Plan.

The documents containing the information specified in Part I, Items 1 and 2, shall be delivered to each of the participants in accordance with Form S-8 and Rule 428 promulgated under the Securities Act of 1933. The participants shall be provided a written statement notifying them that upon written or oral request they will be provided, without charge, (i) the documents incorporated by reference in Item 3 of Part II of the registration statement, and (ii) other documents required to be delivered pursuant to Rule 428(b). The statement will inform the participants that these documents are incorporated by reference in the Section 10(a) prospectus, and shall include the address (giving title or department) and telephone number to which the request is to be directed.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents, which have been filed by the Company with the Securities and Exchange Commission, are hereby incorporated by reference:

The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2016, filed with the Commission on March 31, 2017;

All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the document referred to in the previous paragraph; and

All documents filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act subsequent to the date of this registration statement and prior to the filing of a post-effective amendment to this registration statement which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated in this registration statement by reference and to be a part hereof from the date of filing of such documents.

Any statement contained in this registration statement, in a supplement to this registration statement or in a document 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 subsequently filed supplement to this registration statement or in any document that is subsequently incorporated by reference herein modifies or supersedes such 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.

The Company's authorized capital consists of 25,000,000,000 shares of common stock, \$.001 par value, of which 4,161,506,596 shares were outstanding as of February 6, 2018 and 10,000,000 shares of Series A Preferred stock, par value \$.001, of which 10,000,000 shares are outstanding. The Company's common stock is presently listed and traded on the OTCQB exchange under the symbol "INCT".

**Common Stock**

Each common share is entitled to one vote, either in person or by proxy, on all matters that may be voted upon by the owners thereof at a meeting of the shareholders, including the election of directors. The holders of common shares

(i) have equal, ratable rights to dividends from funds legally available therefore, when, as and if declared by the Board of Directors of the Company;

(ii) are entitled to share ratably in all of the assets of the Company available for distribution to holders of common stock upon liquidation, dissolution or winding up of the affairs of the Company;

(iii) do not have preemptive or redemption provisions applicable thereto; and

(iv) are entitled to one non-cumulative vote per share on all matters on which shareholders may vote at all meetings of shareholders.

All common shares issued and outstanding are, and those offered hereby, when issued, will be fully paid and non-assessable, with no personal liability attaching to the ownership thereof.

**Preferred Stock.**

The Company has 10,000,000 shares of preferred stock authorized. Under an Amended Certificate of Designation filed with the Nevada Secretary of State on September 9, 2015, the Company designated 10,000 shares of undesignated and unissued preferred stock as “Series A Convertible Preferred Stock”, par value \$0.001. Under Articles of Continuance filed with the Wyoming Secretary of State on December 21, 2017 the Company designated 10,000,000 shares as “Series A Convertible Preferred Stock”. As of February 19, 2018, 5,000,000 of these shares were issued and are now outstanding.

Each share of convertible preferred stock is convertible, at the option of the holder, at any time into the number of fully paid and nonassessable shares of Company common stock as determined by dividing 1,000 by the amount that is a 10% discount to the average of the closing price per share of the Company’s common stock on the exchange on which this common stock is traded over the 10 trading day period ending immediately prior to the conversion date. The convertible preferred stock has the right to vote on all matters on which holders of common stock of the Company may vote, and hold voting rights equal to 110% of the Company’s issued and outstanding shares.

Each holder of Series A Convertible Preferred Stock may not convert any outstanding Series A Convertible Preferred Stock if at the time of such conversion the amount of Common Stock to be issued for the conversion, when added to other shares of common stock owned by the holder of Series A Convertible Preferred Stock, or which can be acquired by the holder upon exercise or conversion of any other instrument, would cause that holder to own more than 4.9% of the Company’s issued and outstanding common stock.

The Company shall pay a yearly dividend, in cash or Common Stock (with the determination to pay in cash or common stock, or a combination of the two, to be made by the Company at its discretion), equal to 4% of the Valuation Price (as defined) of each share of Series A Convertible Preferred Stock, payable quarterly within 30 days after the end of each calendar quarter, and such dividend shall be paid prior to the payment of any dividends on the Company’s common stock. In the event the Company elects to pay a portion or all of the dividends on the Series A Convertible Preferred Stock by issuing shares of common stock, these shares issued as dividends shall be restricted, unregistered shares, and will be subject to the same transfer restrictions that apply to the shares of Series A Convertible Preferred Stock.

**Non-Cumulative Voting.**

The holders of shares of common stock of the Company will not have cumulative voting rights, which means that the holders of more than 50% of such outstanding Shares, voting for the election of directors, can elect all of the directors to be elected, if they so choose. In such event, the holders of the remaining Shares will not be able to elect any of the Company’s directors.

**Dividends.**

The Company does not currently intend to pay cash dividends. Because the Company does not intend to make cash distributions, potential stockholders would need to sell their shares to realize a return on their investment. There can be no assurances of the projected values of the shares, or can there be any guarantees of the success of the Company.

A distribution of revenues will be made only when, in the judgment of the Company’s board of directors, it is in the best interest of the Company’s stockholders to do so. The board of directors will review, among other things, the financial status of the Company and any future cash needs of the Company in making its decision.

**Transfer Agent.**

The Company has engaged the services of Issuer Direct Corporation, 200 Perimeter Park Drive, Suite D, Morrisville NC 27560, to act as transfer agent and registrar for the Company's common stock.

**ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.**

As of the date of this registration, no named expert or counsel holds any specified interest or significant equity in the Company.

**ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.**

No director shall be liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except with respect to (1) a breach of the director's duty of loyalty to the corporation or its stockholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) liability which may be specifically defined by law, or (4) a transaction from which the directors derived an improper personal benefit, it being the intention of the foregoing provision to eliminate the liability of the corporation's directors to the corporation or its stockholders to the fullest extent permitted by law. The corporation shall indemnify to the fullest extent permitted by law each person that such law grants the corporation the power to indemnify.

**ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.**

Not Applicable.

**ITEM 8. EXHIBITS.**

Exhibit Number	Description
4	<a href="#">InCapta, Inc. 2018 Stock Awards Plan dated February 12, 2018</a>
5.1	<a href="#">Opinion of Counsel</a>
23.1	<a href="#">Consent of Certified Public Accountants</a>
23.2	<a href="#">Consent of Counsel (included in Exhibit 5.1)</a>

**ITEM 9. UNDERTAKINGS**

1. The Registrant hereby undertakes:

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

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act 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 formation set forth in the registration statement;

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

(b) 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.

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

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Cheyenne, Wyoming, on this 21st day of February 2018.

InCapta, Inc.

By: /s/ Greg Martin  
Greg Martin  
President

In accordance with the requirements of the Securities Act of 1933 as amended, this registration statement has been signed by the following persons in the capacities and on the date indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ Greg Martin</u> Greg Martin	Chief Executive Officer, Director	February 21, 2018

INCAPTA, INC.  
2018 STOCK AND OPTION PLAN

1. GENERAL PROVISIONS.

1.1 Purpose.

The InCapta, Inc. 2018 Stock and Option Plan (“Plan”) is intended to allow designated directors, officers, employees, and certain non-employees, including consultants (all of whom are sometimes collectively referred to herein as “Employees”) of InCapta, Inc., a Wyoming corporation (“Company”) and its Subsidiaries (as that term is defined below) which it may have from time to time, to receive certain options (“Stock Options”) to purchase the Company’s common stock, one tenth of one cent (\$0.001) par value (“Common Stock”), and to receive grants of Common Stock subject to certain restrictions (“Grants”). As used in this Plan, the term “Subsidiary” shall mean each corporation which is a “subsidiary corporation” of the Company within the meaning of Section 424(f) of the Internal Revenue Code of 1986, as amended (“Code”). The purpose of the Plan is to promote the interests of the Company and its shareholders by attracting and retaining Employees capable of furthering the future success of the Company and by aligning their economic interests more closely with those of the Company’s shareholders. The services that shall be compensated for with such Stock Option and Grants shall be bone fide services to be performed for the Company, which such services shall neither be in connection with a capital raising function for the Company nor in connection with making a market in the Common Stock.

1.2 Administration.

1.2.1 The Plan shall be administered by the Company’s Board of Directors (“Directors”). A majority of its members shall constitute a quorum. The Directors shall be governed by the provisions of the Company’s Bylaws and of Wyoming law applicable to the Directors, except as otherwise provided herein or determined by the Directors.

1.2.2 The Directors shall have full and complete authority to construe and interpret the Plan, to establish, amend and rescind rules and regulations relating to the Plan, and to take all such actions and make all such determinations in connection with the Plan as it may deem necessary or desirable. The Directors shall, in their discretion, but subject to the express provisions of the Plan: approve the Employees nominated by the management of the Company to be granted Grants or Stock Options; to determine the number of Grants or Stock Options to be granted to an Employee; to determine the time or times at which Grants or Stock Options shall be granted; to establish the terms and conditions upon which Grants or Stock Options may be exercised; to remove or adjust any restrictions and conditions upon Grants or Stock Options; to specify, at the time of grant, provisions relating to exercisability of Stock Options and to accelerate or otherwise modify the exercisability of any Stock Options; and to adopt such rules and regulations and to make all other determinations deemed necessary or desirable for the administration of the Plan. All interpretations and constructions of the Plan by the Directors, and all of its actions hereunder, shall be binding and conclusive on all persons for all purposes.

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1.2.3 The Company hereby agrees to indemnify and hold harmless each member of the Directors and each Employee of the Company, and the estate and heirs of such member of the Directors or Employee, against all claims, liabilities, expenses, penalties, damages or other pecuniary losses, including legal fees, which such member of the Directors or Employee, his or her estate or heirs may suffer as a result of his or her responsibilities, obligations or duties in connection with the Plan, to the extent that insurance, if any, does not cover the payment of such items. No member of the Directors or the Directors shall be liable for any action or determination made in good faith with respect to the Plan or any Grant or Stock Option granted pursuant to the Plan.

### 1.3 Eligibility and Participation.

Employees eligible under the Plan shall be approved by the Directors from those Employees who, in the opinion of the management of the Company, are in positions that enable them to make significant and extraordinary contributions to the long-term performance and growth of the Company. In selecting Employees to whom Stock Options or Grants may be granted, consideration shall be given to factors such as employment position, duties and responsibilities, ability, productivity, length of service, morale, interest in the Company and recommendations of supervisors.

### 1.4 Shares Subject to the Plan.

The maximum number of shares of Common Stock that may be issued pursuant to the Plan shall be Two Billion (2,000,000,000) subject to adjustment pursuant to the provisions of paragraph 4.1. If shares of Common Stock Granted or issued under the Plan are reacquired by the Company due to a forfeiture or for any other reason, such shares shall be cancelled and thereafter shall again be available for purposes of the Plan. If a Stock Option expires, terminates or is cancelled for any reason without having been exercised in full, the shares of Common Stock not purchased thereunder shall again be available for purposes of the Plan.

## 2. GRANTS OF STOCK OPTIONS.

### 2.1 Grants of Stock Options.

The Directors may grant Stock Options in such amounts, at such times, and to such Employees nominated by the management of the Company as the Directors, in their discretion, may determine. Stock Options granted under the Plan shall constitute "Incentive Stock Options" within the meaning of Section 422 of the Code, if so designated by the Directors on the date of grant. The Directors shall also have the discretion to grant Stock Options which do not constitute incentive stock options, and any such Stock Options shall be designated non-statutory stock options by the Directors on the date of grant. The aggregate fair market value (determined as of the time an incentive stock option is granted) of the Common Stock with respect to which incentive stock options are exercisable for the first time by any Employee during any one calendar year (under all plans of the Company and any parent or subsidiary of the Company) may not exceed the maximum amount permitted under Section 422 of the Code (currently one hundred thousand dollars (\$100,000.00)). Non-statutory stock options shall not be subject to the limitations relating to incentive stock options contained in the preceding sentence. Each Stock Option shall be evidenced by a written agreement ("Option Agreement") in a form approved by the Directors, which shall be executed on behalf of the Company and by the Employee to whom the Stock Option is granted, and which shall be subject to the terms and conditions of this Plan. In the discretion of the Directors, Stock Options may include provisions (which need not be uniform), authorized by the Directors in their discretion, that accelerate an Employee's rights to exercise Stock Options following a "Change in Control," as such term is defined in paragraph 3.1 hereof. The holder of a Stock Option shall not be entitled to the privileges of stock ownership as to any shares of Common Stock not actually issued to such holder.

## 2.2 Purchase Price.

The purchase price (“Exercise Price”) of shares of Common Stock subject to each non-statutory Stock Option (“Option Shares”) shall be equal to a fifty percent (50%) discount to the previous ten (10) day (from the date of exercise) average closing price of the Common Stock on the exchange the Common Stock is traded. For an Employee holding stock possessing more than ten percent (10%) percent of the total combined voting power of all classes of stock of the Company, the Exercise Price of an incentive Stock Option shall be at least one hundred ten percent (110%) of the fair market value of the Common Stock and such option.

## 2.3 Option Period.

The Stock Option period (“Term”) shall commence on the date of grant of the incentive Stock Option and shall be ten (10) years or such shorter period as is determined by the Directors; the Term for an incentive Stock Option granted to an Employee holding stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company shall be five (5) years from the date such option is granted. The Term for Non-statutory Stock Options shall be whatever period, if any, is set by the Directors. Each Stock Option shall provide that it is exercisable over its term in such periodic installments as the Directors in its sole discretion may determine. Such provisions need not be uniform. Notwithstanding the foregoing, but subject to the provisions of paragraphs 1.2.2 and 2.1, Stock Options granted to Employees who are subject to the reporting requirements of Section 16(a) of the Exchange Act (“Section 16 Reporting Persons”) shall not be exercisable until at least six (6) months and one day from the date the Stock Option is granted.

## 2.4 Exercise of Options.

2.4.1 Each Stock Option may be exercised in whole or in part (but not as to fractional shares) by delivering it for surrender or endorsement to the Company, attention of the Corporate Secretary, at the principal office of the Company, together with payment of the Exercise Price and an executed Notice and Agreement of Exercise in the form prescribed by paragraph 2.4.2. Payment may be made (i) in cash, (ii) by cashier’s or certified check, (iii) by surrender of previously owned shares of the Company’s Common Stock valued pursuant to paragraph 2.2 (if the Directors authorize payment in stock in their discretion), (iv) by withholding from the Option Shares which would otherwise be issuable upon the exercise of the Stock Option that number of Option Shares equal to the exercise price of the Stock Option, if such withholding is authorized by the Directors in their discretion, (v) in the discretion of the Directors, by the delivery to the Company of the optionee’s promissory note secured by the Option Shares, bearing interest at a rate sufficient to prevent the imputation of interest under Sections 483 or 1274 of the Code, and having such other terms and conditions as may be satisfactory to the Directors, or (vi) cashless exercise program as established by the Company.

2.4.2 Exercise of each Stock Option is conditioned upon the agreement of the Employee to the terms and conditions of this Plan and of such Stock Option as evidenced by the Employee's execution and delivery of a Notice and Agreement of Exercise in a form to be determined by the Directors in their discretion. Such Notice and Agreement of Exercise shall set forth the agreement of the Employee that: (a) no Option Shares will be sold or otherwise distributed in violation of the Securities Act of 1933 ("Securities Act") or any other applicable federal or state securities laws, (b) each Option Share certificate may be imprinted with legends reflecting any applicable federal and state securities law restrictions and conditions, (c) the Company may comply with said securities law restrictions and issue "stop transfer" instructions to its Transfer Agent and Registrar without liability, (d) if the Employee is a Section 16 Reporting Person, the Employee will furnish to the Company a copy of each Form 4 or Form 5 filed by said Employee and will timely file all reports required under federal securities laws, and (e) the Employee will report all sales of Option Shares to the Company in writing on a form prescribed by the Company.

2.4.3 No Stock Option shall be exercisable unless and until any applicable registration or qualification requirements of federal and state securities laws, and all other legal requirements, have been fully complied with. The Company will use reasonable efforts to maintain the effectiveness of a Registration Statement under the Securities Act for the issuance of Stock Options and shares acquired thereunder, but there may be times when no such Registration Statement will be currently effective. The exercise of Stock Options may be temporarily suspended without liability to the Company during times when no such Registration Statement is currently effective, or during times when, in the reasonable opinion of the Directors, such suspension is necessary to preclude violation of any requirements of applicable law or regulatory bodies having jurisdiction over the Company. If any Stock Option would expire for any reason except the end of its term during such a suspension, then if exercise of such Stock Option is duly tendered before its expiration, such Stock Option shall be exercisable and exercised (unless the attempted exercise is withdrawn) as of the first day after the end of such suspension. The Company shall have no obligation to file any Registration Statement covering resales of Option Shares.

#### 2.5 Restrictions on Transfer.

Each Stock Option granted under this Plan shall be transferable only by will or the laws of descent and distribution. No interest of any Employee under the Plan shall be subject to attachment, execution, garnishment, sequestration, the laws of bankruptcy or any other legal or equitable process. Each Stock Option granted under this Plan shall be exercisable during an Employee's lifetime only by such Employee or by such Employee's legal representative.

### 3. GRANTS OF SHARES.

#### 3.1 Grant of Shares.

Subject to the provisions of the Plan, the Directors shall have full and complete authority, in their discretion, but subject to the express provisions of this Plan, to (i) grant shares pursuant to the Plan; (ii) determine the number of shares of Common Stock subject to each Grant (“Grant Shares”); (iii) determine the terms and conditions (which need not be identical) of each Grant, including the consideration to be paid by the Employee for such Common Stock; (iv) establish and modify performance criteria for Grants; and (v) make all of the determinations necessary or advisable with respect to Grants under the Plan. Each Grant under the Plan shall consist of a grant of shares of Common Stock.

#### 3.2 Incentive Agreements.

Each Grant granted under the Plan shall be evidenced by a written agreement (“Agreement”) in a form approved by management and executed by the Company and the Employee to whom the Grant is granted. Each Agreement shall be subject to the terms and conditions of the Plan and other such terms and conditions as management may specify.

#### 3.3 Waiver of Restrictions.

The Directors may modify or amend any Grant under the Plan or waive any restrictions or conditions applicable to such Grants; provided, however, that the Directors may not undertake any such modifications, amendments or waivers if the effect thereof materially increases the benefits to any Employee, or adversely affects the rights of any Employee without his or her consent.

#### 3.4 Terms and Conditions of Grants.

Upon receipt of a Grant of shares of Common Stock under the Plan, an Employee shall be the holder of record of the shares and shall have all the rights of a shareholder with respect to such shares, subject to the terms and conditions of the Plan and the Grant.

#### 4. MISCELLANEOUS PROVISIONS.

##### 4.1 Adjustments Upon Change in Capitalization.

4.1.1 The number and class of shares subject to each outstanding Stock Option, the Exercise Price thereof (but not the total price), the maximum number of Stock Options that may be granted under the Plan, the minimum number of shares as to which a Stock Option may be exercised at any one time, and the number and class of shares subject to each outstanding Grant, shall be proportionately adjusted in the event of any increase or decrease in the number of the issued shares of Common Stock which results from a split-up or consolidation of shares, payment of a stock dividend or dividends exceeding a total of five percent (5%) for which the record dates occur in any one fiscal year, a recapitalization (other than the conversion of convertible securities according to their terms), a combination of shares or other like capital adjustment, so that (i) upon exercise of the Stock Option, the Employee shall receive the number and class of shares such Employee would have received had such Employee been the holder of the number of shares of Common Stock for which the Stock Option is being exercised upon the date of such change or increase or decrease in the number of issued shares of the Company, and (ii) upon the lapse of restrictions of the Grant Shares, the Employee shall receive the number and class of shares such Employee would have received if the restrictions on the Grant Shares had lapsed on the date of such change or increase or decrease in the number of issued shares of the Company.

4.1.2 Upon a reorganization, merger or consolidation of the Company with one or more corporations as a result of which is not the surviving corporation or in which the Company survives as a wholly-owned subsidiary of another corporation, or upon a sale of all or substantially all of the property of the Company to another corporation, or any dividend or distribution to shareholders of more than ten percent (10%) of the Company's assets, adequate adjustment or other provisions shall be made by the Company or other party to such transaction so that there shall remain and/or be substituted for the Option Shares and Grant Shares provided for herein, the shares, securities or assets which would have been issuable or payable in respect of or in exchange for such Option Shares and Grant Shares then remaining, as if the Employee had been the owner of such shares as of the applicable date. Any securities so substituted shall be subject to similar successive adjustments.

##### 4.2 Withholding Taxes.

The Company shall have the right at the time of exercise of any Stock Option or the grant of shares to make adequate provision for any federal, state, local or foreign taxes which it believes are or may be required by law to be withheld with respect to such exercise ("Tax Liability"), to ensure the payment of any such Tax Liability. The Company may provide for the payment of any Tax Liability by any of the following means or a combination of such means, as determined by the Directors in its sole and absolute discretion in the particular case: (i) by requiring the Employee to tender a cash payment to the Company, (ii) by withholding from the Employee's salary, (iii) by withholding from the Option Shares which would otherwise be issuable upon exercise of the Stock Option, or from the Grant Shares on their grant or date of lapse of restrictions, that number of Option Shares or Grant Shares having an aggregate fair market value (determined in the manner prescribed by paragraph 2.2) as of the date the withholding tax obligation arises in an amount which is equal to the Employee's Tax Liability or (iv) by any other method deemed appropriate by the Directors. Satisfaction of the Tax Liability of a Section 16 Reporting Person may be made by the method of payment specified in clause (iii) above only if the following two conditions are satisfied:

(a) the withholding of Option Shares or Grant Shares and the exercise of the related Stock Option occur at least six (6) months and one day following the date of grant of such Stock Option or Grant; and

(b) the withholding of Option Shares or Grant Shares is made either (i) pursuant to an irrevocable election (“Withholding Election”) made by such Employee at least six months in advance of the withholding of Options Shares or Grant Shares, or (ii) on a day within a ten (10) day “window period” beginning on the third business day following the date of release of the Company’s quarterly or annual summary statement of sales and earnings.

Anything herein to the contrary notwithstanding, a Withholding Election may be disapproved by the Directors at any time.

#### 4.3 Relationship to Other Employee Benefit Plans.

Stock Options and Grants granted hereunder shall not be deemed to be salary or other compensation to any Employee for purposes of any pension, thrift, profit-sharing, stock purchase or any other employee benefit plan now maintained or hereafter adopted by the Company.

#### 4.4 Amendments and Termination.

The Directors may at any time suspend, amend or terminate this Plan. For incentive stock options only, no amendment or modification of this Plan may be adopted, except subject to stockholder approval, which would: (a) materially increase the benefits accruing to Employees under this Plan, (b) materially increase the number of securities which may be issued under this Plan (except for adjustments pursuant to paragraph 4.1 hereof), or (c) materially modify the requirements as to eligibility for participation in the Plan.

#### 4.5 Successors in Interest.

The provisions of this Plan and the actions of the Directors shall be binding upon all heirs, successors and assigns of the Company and of Employees.

#### 4.6 Other Documents.

All documents prepared, executed or delivered in connection with this Plan (including, without limitation, Option Agreements and Incentive Agreements) shall be, in substance and form, as established and modified by the Directors; provided, however, that all such documents shall be subject in every respect to the provisions of this Plan, and in the event of any conflict between the terms of any such document and this Plan, the provisions of this Plan shall prevail.

#### 4.7 No Obligation to Continue Employment.

This Plan and grants hereunder shall not impose any obligation on the Company to continue to employ any Employee. Moreover, no provision of this Plan or any document executed or delivered pursuant to this Plan shall be deemed modified in any way by any employment contract between an Employee (or other employee) and the Company.

#### 4.8 Misconduct of an Employee.

Notwithstanding any other provision of this Plan, if an Employee commits fraud or dishonesty toward the Company or wrongfully uses or discloses any trade secret, confidential data or other information proprietary to the Company, or intentionally takes any other action materially inimical to the best interests of the Company, as determined by the Directors, in its sole and absolute discretion, such Employee shall forfeit all rights and benefits under this Plan.

#### 4.9 Term of Plan.

This Plan was adopted by the Directors effective April 5, 2017 and amended effective February 13, 2018. No Stock Options or Grants may be granted under this Plan after April 5, 2027.

#### 4.10 Governing Law.

This Plan shall be construed in accordance with, and governed by, the laws of the State of Wyoming.

#### 4.11 Stockholder Approval.

No Stock Option shall be exercisable, or Grant granted, unless and until the Directors of the Company have approved this Plan and all other legal requirements have been fully complied with. In addition, no Incentive Stock Option shall be granted until approved by a consent of majority of the issued and outstanding Common Stock of the Company with no notice required.

#### 4.12 Assumption Agreements.

The Company will require each successor, (direct or indirect, whether by purchase, merger, consolidation or otherwise), to all or substantially all of the business or assets of the Company, prior to the consummation of each such transaction, to assume and agree to perform the terms and provisions remaining to be performed by the Company under each Incentive Agreement and Stock Option and to preserve the benefits to the Employees thereunder. Such assumption and agreement shall be set forth in a written agreement in form and substance satisfactory to the Directors (an "Assumption Agreement"), and shall include such adjustments, if any, in the application of the provisions of the Incentive Agreements and Stock Options and such additional provisions, if any, as the Directors shall require and approve, in order to preserve such benefits to the Employees. Without limiting the generality of the foregoing, the Directors may require an Assumption Agreement to include satisfactory undertakings by a successor:

(a) to provide liquidity to the Employees on the exercise of Stock Options;

(b) if the succession occurs before the expiration of any period specified in the Incentive Agreements for satisfaction of performance criteria applicable to the Common Stock Granted thereunder, to refrain from interfering with the Company's ability to satisfy such performance criteria or to agree to modify such performance criteria and/or waive any criteria that cannot be satisfied as a result of the succession;

(c) to require any future successor to enter into an Assumption Agreement; and

(d) to take or refrain from taking such other actions as the Directors may require and approve, in their discretion.

#### 4.13 Compliance With Rule 16b-3.

Transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3. To the extent that any provision of the Plan or action by the Directors fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Board.

IN WITNESS WHEREOF, this Plan has been amended and executed as of the 13th day of February 13, 2018.

InCapta Inc.

By: /s/ Greg Martin  
Greg Martin,  
Chief Executive Officer

M. STEPHEN ROBERTS

Attorney at Law  
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Baton Rouge, Louisiana 70808  
(225) 389-8300  
Email: steve@steverobertsllaw.com

February 20, 2018

U.S. Securities and Exchange Commission  
Division of Corporation Finance  
100 F Street, N.E.  
Washington, D.C. 20549

Re: InCapta, Inc. 2018 Stock and Option Plan

Dear Sir/Madam:

I have acted as special counsel to InCapta, Inc., a Wyoming corporation (the "Company"), in connection with the preparation and filing of registration statement on Form S-8 to be filed by the Company with the Securities and Exchange Commission on or about February 21, 2018 (the "Registration Statement") covering the registration under the Securities Act of 1933, as amended, of an aggregate of up to two billion (2,000,000,000) shares of common stock, \$0.001 par value (the "Shares") to be issued pursuant to the 2018 Stock and Option Plan of the Company (the "Plan"), we have examined the originals or copies of corporate records, certificates of public officials and officers of the Company, and other instruments relating to the authorization and issuance of the Shares as we have deemed relevant and necessary for the opinion hereinafter expressed.

Based upon and in reliance on the foregoing, and subject to the qualifications and assumptions set forth below, it is my opinion that the Company is duly organized and validly existing as a corporation under the laws of the State of Wyoming, and that the Shares, when issued and sold, will be validly issued, fully paid, and non-assessable.

My opinion is limited by and subject to the following:

1. In rendering my opinion I have assumed that, at the time of each issuance and sale of the Shares, the Company will be a corporation validly existing and in good standing under the laws of the State of Wyoming.
2. In my examination of all documents, certificates and records, I have assumed without investigation the authenticity and completeness of all documents submitted to me as originals, the conformity to the originals of all documents submitted to me as copies and the authenticity and completeness of the originals of all documents submitted to me as copies. I have also assumed the genuineness of all signatures, the legal capacity of natural persons, the authority of all persons executing documents on behalf of the parties thereto other than the Company, and the due authorization, execution and delivery of all documents by the parties thereto other than the Company. As to matters of fact material to this opinion, I have relied upon statements and representations of representatives of the Company and of public officials and have assumed the same to have been properly given and to be accurate.
3. My opinion is based solely on and limited to the federal laws of the United States of America and the laws of the State of Wyoming. I express no opinion as to the laws of any other jurisdiction.

I hereby consent to the use of this opinion as an exhibit to the Registration Statement and further consent to the use of my name wherever appearing in the Registration Statement, including the prospectuses constituting a part thereof and any amendment thereto.

Very truly yours,

/s/ M. Stephen Roberts

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M. Stephen Roberts



CERTIFIED PUBLIC ACCOUNTANTS

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in the registration statement on Form S-8 filed with the Securities and Exchange Commission on August 9, 2016 (File No. 333-213015), and this registration statement on Form S-8, of our report dated March 31, 2017 relating to the consolidated financial statements of InCapta, Inc appearing in the entity's Annual Report on Form 10-K for the years ended December 31, 2016 and 2015.

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

/s/ Anton & Chia, LLP

Newport Beach, California

February 21, 2018