

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): **April 30, 2018**

QPAGOS

(Exact name of registrant as specified in charter)

Nevada

(State or other jurisdiction of incorporation)

333-192877

(Commission File Number)

33-1230229

(IRS Employer Identification No.)

**Paseo del la Reforma 404 Piso 15 PH
Col. Juarez, Del. Cuauhtemoc
Mexico, D.F. C.P. 06600**

(Address of principal executive offices)

**1900 Glades Road, Suite 265
Boca Raton, Florida 33431**

(Mailing Address)

+52 (55) 55-110-110

(Registrant's telephone number, including area code)

(Former Name and Former Address)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12(b) 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). 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 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

On April 30, 2018, QPAGOS Corporation, a wholly owned subsidiary of QPAGOS, entered into amendments to its separate employment agreements with Gaston Pereira and Andrey Novikov, respectively (the “Amendments”), to extend the stated employment term thereunder for an additional period of one (1) year ending April 30, 2019 and provide that Messrs. Pereira and Novikov will also serve, without additional compensation, as a member of the board and in such other executive-level positions or capacities at QPAGOS Corporation, its parent company QPAGOS and/or their subsidiaries as may, from time to time, be reasonably requested by the QPAGOS Corporation board. All other terms of the employment agreements remain in full force and effect.

The information contained in this Item 1.01 regarding the Amendments are qualified in its entirety by the copy of each amendment attached to this Current Report on Form 8-K as Exhibit 10.1, and incorporated herein by this reference.

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

The Information set forth in Item 1.01 is hereby incorporated by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

The following exhibits are being filed as part of this Report.

Exhibit Number	Description
<u>10.1</u>	<u>Amendment, dated April 30, 2018, to Employment Agreement, by and between QPAGOS Corporation and Gaston Pereira</u>
<u>10.2</u>	<u>Amendment, dated April 30, 2018, to Employment Agreement, by and between QPAGOS Corporation and Andrey Novikov</u>

SIGNATURES

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

QPAGOS

Date: May 2, 2018

By: /s/ Gaston Pereira
Name: Gaston Pereira
Title: Chief Executive Officer

Exhibit Number	Description
<u>10.1</u>	<u>Amendment, dated April 30, 2018, to Employment Agreement, by and between QPAGOS Corporation and Gaston Pereira</u>
<u>10.2</u>	<u>Amendment, dated April 30, 2018, to Employment Agreement, by and between QPAGOS Corporation and Andrey Novikov</u>

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment, dated April 30, 2018 (this “*Amendment*”), to the Employment Agreement, dated May 1, 2015 (the “*Agreement*”), is entered into by and between QPAGOS Corporation (the “*Corporation*”) and Andrey Novikov (the “*Executive*”). Capitalized terms used herein without definition shall have the meanings assigned in the Agreement.

WHEREAS, the parties desire to extend the Employment Term set forth in the Agreement for an additional period of one (1) year.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. The Employment Term set forth in Section 1 shall hereupon be extended for a period of one (1) year.

2. The last sentence of Section 2 of the Agreement is hereby deleted and replaced with the following:

“During the Employment Term, the Executive shall, if requested by the Board, also serve, without additional compensation, as a member of the Board and in such other executive-level positions or capacities at the Company, its parent company QPAGOS and/or their subsidiaries as may, from time to time, be reasonably requested by the Board.”

3. All other terms of the Agreement shall remain in full force and effect. The Agreement, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter thereof.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

5. This Amendment is made and shall be construed and performed under the laws of the remaining provisions will nevertheless continue to be valid and enforceable in the State of Delaware without regard to its choice or conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

QPAGOS CORPORATION

By: /s/ Gaston Pereira

Name: Gaston Pereira

Title: Chief Executive Officer

/s/ Andrey Novikov

Andrey Novikov

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment, dated April 30, 2018 (this "*Amendment*"), to the Employment Agreement, dated May 1, 2015 (the "*Agreement*"), is entered into by and between QPAGOS Corporation (the "*Corporation*") and Gaston Pereira (the "*Executive*"). Capitalized terms used herein without definition shall have the meanings assigned in the Agreement.

WHEREAS, the parties desire to extend the Employment Term set forth in the Agreement for an additional period of one (1) year.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. The Employment Term set forth in Section 1 shall hereupon be extended for a period of one (1) year.

2. The last sentence of Section 2 of the Agreement is hereby deleted and replaced with the following:

“During the Employment Term, the Executive shall, if requested by the Board, also serve, without additional compensation, as a member of the Board and in such other executive-level positions or capacities at the Company, its parent company QPAGOS and/or their subsidiaries as may, from time to time, be reasonably requested by the Board.”

3. All other terms of the Agreement shall remain in full force and effect. The Agreement, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter thereof.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

5. This Amendment is made and shall be construed and performed under the laws of the remaining provisions will nevertheless continue to be valid and enforceable in the State of Delaware without regard to its choice or conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

QPAGOS CORPORATION

/s/ Andrey Novikov

By: _____

Name: Andrey Novikov

Title: Chief Operating Officer

/s/ Gaston Pereira

Gaston Pereira
