

**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): October 2, 2017

Spindle, Inc.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

000-55151
(Commission File No.)

20-8241820
(IRS Employer
Identification No.)

1201 S. Alma School Road, Suite 12500
Mesa, AZ 85210
(Address of Principal Executive Offices)

Registrant's telephone number, including area code: **800-560-9198**

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:

- 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))
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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On October 2, 2017, Spindle, Inc. (the “Company”) entered into a binding term sheet (the “Binding Term Sheet”) whereby the Company would acquire all of the shares of a privately held payments processing company (the “Acquisition”). As part of the Acquisition, certain management of the target company would join the Company as the CEO and CTO upon closing. The Binding Term Sheet is attached hereto as Exhibit 10.1 with certain confidential information omitted and submitted to the Securities and Exchange Commission with a confidential treatment request.

ITEM 7.01 REGULATION FD DISCLOSURE

On October 3, 2017, the Company issued the press release attached hereto as Exhibit 99.1 regarding entry into the Binding Term Sheet.

The information disclosed under this Item 7.01, including Exhibit 99.1 hereto, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be incorporated by reference into any registration statement or other document pursuant to the Securities Act of 1933, as amended, except as expressly set forth in such filing.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Binding Term Sheet dated October 2, 2017.*
99.1	Spindle, Inc. Press Release dated October 3, 2017.

*Portions of the exhibit have been omitted pursuant to a request for confidential treatment with the Securities and Exchange Commission.

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 thereunto duly authorized.

Date: October 3, 2017

SPINDLE, INC.

By: /s/ Jack Scott
Name: Jack Scott
Title: Interim Chief Executive Officer



1201 S. Alma School Rd.
STE# 12500
Mesa, Arizona 85210

Office:
1-800-560-9198

www.Spindle.com
www.CatalystGateway.com

October 2, 2017

Dear ****,

Further to our discussions, we are pleased to present this ***** Binding Term Sheet for the acquisition of ***** , subject to the conditions precedent listed below.

BINDING TERM SHEET	
EFFECTIVE DATE	October 2, 2017
BUYER	Spindle, Inc., a Nevada corporation, 1201 S. Alma School Road, Suite 12500, Mesa, AZ 85210 ("Spindle")
SELLER	*****, a ***** corporation, *****, CA *****
CONTEMPLATED TRANSACTION	Spindle will acquire 100% of the ownership in *****
CONSIDERATION	<ol style="list-style-type: none"> 1. Spindle will pay \$***** for ***** <ul style="list-style-type: none"> · \$*** in cash at closing · \$***** in Spindle shares 2. Spindle will deliver \$***** at closing <ul style="list-style-type: none"> · Proceeds will be placed in escrow with Bank to be used as a reserve for processing 3. Spindle will also raise a minimum of \$***** in working capital to be used for day-to-day operations, growth and acquisitions
TIMING	Execution of Definitive Documents on or before December 31, 2017

Private and Confidential

BINDING AND EXCLUSIVE	<p>***** agrees to exclusivity to Spindle for the acquisition of ***** until December 31, 2017. Unless mutually agreed by both parties, this Term Sheet will expire on December 31, 2017.</p> <p>This document is meant to have the character of a binding term sheet which will be formalized in Definitive Agreements on or around December 31, 2017.</p>
EMPLOYMENT OF VYAPAY PERSONNEL	<p>***** will become CEO and a member of the Board of Directors of Spindle, Inc.</p> <p>***** will become CTO</p> <p>In conjunction with the closing, Spindle will execute 2-year employment agreements with ***** and *****.</p> <p>Spindle will enter into key-man insurance for Mr. ***** and Mr. *****.</p>
DEFINITIVE AGREEMENTS	<ol style="list-style-type: none"> 1) Asset Purchase Agreement 2) Employment Agreement with Mr. ***** 3) Employment Agreement with Mr. ***** 4) Debt Funding Agreement 5) Equity Funding Agreement
RELEASE OF INFORMATION	<p>Within 4 business days of the execution of this Term Sheet, and with the consent of ***** , not to be unreasonably withheld, Spindle, Inc. will issue a press release, and 8-K filing with the SEC. The release and 8-K will not contain the names "*****" or "*****" in any form.</p> <p>Upon execution of a non-disclosure agreement ("NDA"), as approved by ***** , Spindle may provide the names "*****" and "*****" for the purposes of raising debt and/or equity as part of the contemplated transaction.</p>
COOPERATION FROM FUTURE CEO	<p>***** will be available, on a limited basis, as to not interfere with normal business operations, to speak with potential investors, debt or equity, as part of the contemplated transaction.</p>



CONDITIONS PRECEDENT	<p>1) Approval of Definitive Agreements by Spindle, Inc. Board of Directors</p> <p>2) Spindle, Inc. ability to raise ***** debt capital by December 31, 2017 for processing reserves for bank to be identified</p> <p>3) Spindle, Inc. ability to raise ***** equity capital by December 31, 2017 for</p> <p style="padding-left: 20px;">a. Acquisition of ***** from *****.</p> <p style="padding-left: 20px;">b. Ongoing working capital for Spindle, Inc.</p>
ESCROW	<p>Spindle, Inc. will escrow a share certificate for 100,000 unregistered shares with Manhattan Transfer (“Transfer Agent”) in the name of *****. In the event that the Definitive Agreements are not concluded by December 31, 2017 Transfer Agent will send shares to *****.</p>
JURISDICTION	[TBD]
REPRESENTATIONS & WARRANTIES	<p>Customary for transactions of this type, including, but not limited to, the following: complete and unencumbered ownership of technology, corporate status and authority; valid, binding and enforceable agreements; not violating laws or existing agreements; no governmental, regulatory or other approvals required; good and defensible record title to all assets, payment of taxes; no material litigation; compliance with environmental, regulatory and other laws and regulations; and no existing defaults or non-permitted liens.</p>

COVENANTS	<p>Customary for this type of transaction including, but not limited to, ***** agrees</p> <ol style="list-style-type: none"> 1. to provide access to all records, assets and facilities, 2. to operate business in the standard, normal course, 3. to not amend any corporate documents, 4. to comply with all laws and regulations 5. to maintain insurance, 6. to keep the agreement confidential, 7. to use all reasonable efforts to fulfill conditions for closing, including meetings with potential investors, as above <p>Customary for this type of transaction including, but not limited to, Spindle agrees</p> <ol style="list-style-type: none"> 1. to remain current on all public, SEC filings, 2. to comply with all laws and regulations, 3. to maintain insurance, including D&O insurance, 4. keep the agreement confidential, 5. to use all reasonable efforts to fulfill conditions for closing
NEGATIVE COVENANTS	<p>***** agrees not to board any merchants or engage in transactions that are excessively risky, that it would not normally engage in if not for the contemplated transaction with Spindle.</p>
NO-SHOP/ CONFIDENTIALITY	<p>***** agrees to work in good faith expeditiously towards a closing. ***** and ***** agree that they will not, for a period of 90 days from the date these terms are accepted, take any action to solicit, initiate, encourage or assist the submission of any proposal, negotiation or offer from any person or entity other than Spindle relating to the sale or issuance, of any of the capital stock or assets of ***** and shall notify the Spindle promptly of any inquiries by any third parties in regards to the foregoing.</p>



SPINDLE, INC.

By: _____
Jack Scott, Interim Chief Executive Officer

By: _____
*****, President

Spindle Enters into Binding Letter of Intent to Purchase Privately Held Profitable Payment Processing Company

Regarded Payment Industry Veteran with Public Company Experience to Assume CEO Role for Combined Entity Post Closing

SCOTTSDALE, AZ--(Marketwired - October 3, 2017) - Spindle, Inc. (OTCQB: SPDL) ("Spindle" or "Company"), a provider of unified commerce solutions, today announced that it has entered into a binding letter of intent to acquire all of the shares of a privately held and profitable payments processing company.

The acquisition brings value drivers including existing contracts with merchants, exclusive bank relationship opportunities, experienced executive leadership with 25 years in the payment space, and experienced technology veterans, both of which will join the Spindle team as CEO and CTO, respectively.

The target company also brings to Spindle industry leading technology, including its own in house developed payments gateway, direct API, and an enterprise-level CRM solution specific to payment processing. Robust functionality includes offering different access for ISO, agents, and merchants, online merchant application processing, unlimited downstream revenue/commission, immediate underwriting, and statement and reporting.

Dr. Jack Scott, Spindle Interim CEO stated, "This letter of intent to the target company is a milestone for Spindle. It brings a management team experienced in the payments space and is profitable. This acquisition will put Spindle back on track to growth and the combined companies will result in synergies and scale that should ultimately fuel future growth opportunities. We look forward to working towards closing the transaction where the current CEO of the target company will assume the role of CEO of Spindle and join our Board of Directors."

Scott concluded, "As a large shareholder in Spindle, as well as being the Company's Interim CEO, I believe this transaction has the potential to create measurable shareholder value. Uniquely, the transaction brings with it not only high quality assets, but also high quality executive talent with a proven track record in the space. We look forward to working towards an anticipated closing date by year end."

Additional information of the transaction will be available in the Company's current report on Form 8-K filed today.

The Company also recently announced that veteran media industry executive Michael Kelly joined the Spindle's board of directors.

Michael Kelly has been the CEO of Alpha Bay, a leading cloud-based, SaaS and mobile commerce platform that offers a transformative point-of-sale technology to developers and retailers of all sizes, since 2015 when Kelly retired from DISH Network. Kelly became a DISH Network executive in 2000 when he merged Kelly Broadcasting Systems into DISH Network.

About Spindle

Spindle is an innovator of merchant and consumer-facing commerce solutions focused on the Small and Medium-sized Business (SMB) market. It is focused on payment processing services and integrating value-added capabilities that enhance merchant revenue and increase consumer loyalty, experience, and stickiness. Spindle is taking a unique approach to orchestrating commerce transactions of all types by leveraging best-in-class technology, multiple solutions for vertical markets, and a deeply experienced payments management team to define and drive the way commerce transactions will be performed in the future. This commerce experience will be independent of mechanism, unifying a consumer's experience across all platforms (mobile, browser, kiosk, etc.), taking today's solutions to a new level via technology integrations and strategic partnerships. For more information, visit www.spindle.com.

Forward-Looking Statements

This release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements regarding our expected future financial position, results of operations, cash flows, financing plans, business strategy, products and services, competitive positions, growth opportunities, plans and objectives of management for future operations, as well as statements that include words such as "anticipate," "if," "believe," "plan," "estimate," "expect," "intend," "may," "could," "should," "will," and other similar expressions are forward-looking statements. All forward-looking statements involve risks, uncertainties and contingencies, many of which are beyond our control, which may cause actual results, performance, or achievements, as described in our reports filed with the Securities and Exchange Commission which are available for review at www.sec.gov, to differ materially from anticipated results, performance, or achievements. We are under no obligation to (and expressly disclaim any such obligation to) update or alter our forward-looking statements, whether as a result of new information, future events or otherwise.