

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

**FORM 8-K/A**

**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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## Explanatory Note

This Current Report on Form 8-K/A (this “Amendment”) amends the Current Report on Form 8-K filed by Spindle, Inc. (the “Company”) with the U.S. Securities and Exchange Commission on October 4, 2017 (the “Original Form 8-K”). The sole purpose of this Amendment is to file the final version of Exhibit 10.1 submitted to the Securities and Exchange Commission. Except as set forth herein, no other modifications have been made to the Original 8-K.

### **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>                                   |
|----------------------|--|
| <a href="#">10.1</a> | Binding Term Sheet dated October 2, 2017.*           |
| <a href="#">99.1</a> | Spindle, Inc. Press Release dated October 3, 2017.** |

\* Portions of the exhibit have been omitted pursuant to a request for confidential treatment.

\*\* Filed previously on the Company’s Current Report on Form 8-K filed with the SEC on October 4, 2017.

## 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: December 11, 2017

### SPINDLE, INC.

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



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

Office:  
1-800-560-9198

www.Spindle.com  
www.CatalystGateway.com

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\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

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 Delaware corporation, *****  |
| CONTEMPLATED TRANSACTION | Spindle will acquire 100% of the ownership in VyaPay, LLC  |
| CONSIDERATION            | <ol style="list-style-type: none"><li>Spindle will pay \$2.0 million for VyaPay, LLC<ul style="list-style-type: none"><li>\$*** in cash at closing</li><li>\$***** in Spindle shares</li></ul></li><li>Spindle will deliver \$***** at closing<ul style="list-style-type: none"><li>Proceeds will be placed in escrow with Bank to be used as a reserve for processing</li></ul></li><li>Spindle will also raise a minimum of \$***** in working capital to be used for day-to-day operations, growth and acquisitions</li></ol> |
| TIMING                   | Execution of Definitive Documents on or before December 31, 2017   |
| 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>  |

Private and Confidential

|                                      |  |
|--------------------------------------|--|
| <b>EMPLOYMENT OF ***** PERSONNEL</b> | <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>  |
| <b>DEFINITIVE AGREEMENTS</b>         | <ol style="list-style-type: none"> <li>1) Asset Purchase Agreement</li> <li>2) Employment Agreement with Mr. *****</li> <li>3) Employment Agreement with Mr. *****</li> <li>4) Debt Funding Agreement</li> <li>5) Equity Funding Agreement</li> </ol>  |
| <b>RELEASE OF INFORMATION</b>        | <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 "VyaPay" or "*****" in any form.</p> <p>Upon execution of a non-disclosure agreement ("NDA"), as approved by VyaPay, Spindle may provide the names "*****" and "*****" for the purposes of raising debt and/or equity as part of the contemplated transaction.</p> |
| <b>COOPERATION FROM FUTURE CEO</b>   | <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>   |
| <b>CONDITIONS PRECEDENT</b>          | <ol style="list-style-type: none"> <li>1) Approval of Definitive Agreements by Spindle, Inc. Board of Directors</li> <li>2) Spindle, Inc. ability to raise ***** debt capital by December 31, 2017 for processing reserves for bank to be identified</li> <li>3) Spindle, Inc. ability to raise ***** equity capital by December 31, 2017 for <ol style="list-style-type: none"> <li>a. Acquisition of ***** from *****.</li> <li>b. Ongoing working capital for Spindle, Inc.</li> </ol> </li> </ol>                    |
| <b>ESCROW</b>                        | <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>   |
| <b>JURISDICTION</b>                  | <p>[TBD]</p>   |

|   |  |
|---|--|
| <b>REPRESENTATIONS &amp; WARRANTIES</b> | 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.  |
| <b>COVENANTS</b>                        | <p>Customary for this type of transaction including, but not limited to, ***** agrees</p> <ol style="list-style-type: none"> <li>1. to provide access to all records, assets and facilities,</li> <li>2. to operate business in the standard, normal course,</li> <li>3. to not amend any corporate documents,</li> <li>4. to comply with all laws and regulations</li> <li>5. to maintain insurance,</li> <li>6. to keep the agreement confidential,</li> <li>7. to use all reasonable efforts to fulfill conditions for closing, including meetings with potential investors, as above</li> </ol> <p>Customary for this type of transaction including, but not limited to, Spindle agrees</p> <ol style="list-style-type: none"> <li>1. to remain current on all public, SEC filings,</li> <li>2. to comply with all laws and regulations,</li> <li>3. to maintain insurance, including D&amp;O insurance,</li> <li>4. keep the agreement confidential,</li> <li>5. to use all reasonable efforts to fulfill conditions for closing</li> </ol> |
| <b>NEGATIVE COVENANTS</b>               | VyaPay 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.  |
| <b>NO-SHOP/<br/>CONFIDENTIALITY</b>     | VyaPay agrees to work in good faith expeditiously towards a closing. VyaPay agrees 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 VyaPay and shall notify the Spindle promptly of any inquiries by any third parties in regards to the foregoing.  |

SPINDLE, INC.

\*\*\*\*\*

By: \_\_\_\_\_  
Jack Scott, Interim Chief Executive Officer

By: \_\_\_\_\_  
\*\*\*\*\*, President