

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

GROW CAPITAL, INC.

Form: 8-K

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Corporate Issuer CIK: 1448558

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): June 8, 2019

Grow Capital, Inc.

(Exact name of Registrant as specified in its charter)

Nevada	000-53548	86-0970023
(State or other Jurisdiction of Incorporation or organization)	(Commission File Number)	(IRS Employer I.D. No.)

2485 Village View Drive, Suite 180**Henderson, NV 89074****Phone: (702) 830-7919**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

N/A

(Former name, former address and former fiscal year, if changed since last report)

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))
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Item 3.02. Unregistered Sales of Equity Securities.

The information required by this Item is included under Item 8.01 of this Current Report on Form 8-K and incorporated herein by reference.

Item 8.01. Other Events.

On June 8, 2019, Grow Capital, Inc. (the "Company") entered into a Fee Agreement (the "Fee Agreement") with AF1 Public Relations LLC, a Nevada limited liability company ("AF1"), pursuant to which AF1 will provide outside business marketing, branding, publishing, and investor relations services (the "Services"). The Fee Agreement has an effective date of June 1, 2019, and has a one year term. AF1 is wholly-owned by Amanda Kennedy, the wife of Terry Kennedy, a beneficial owner of more than 10% of the Company's outstanding common stock, par value \$0.001 ("Common Stock").

During the term of the Fee Agreement, the Company will pay AF1 a monthly fee of \$5,000, payable through the issuance of shares of Common Stock to AF1 at a per share price determined at the end of each month. If the shares issued to AF1 are not registered, they will be issued at a per share price equal to 75% of the average of the three lowest closing prices in the last ten market trading days of each month. If the shares issued to AF1 are registered and freely tradeable, the shares will be issued at a per share price equal to the closing market price on the final trading day of each month less a 10% discount. The shares will be issued quarterly.

Additionally, the Company issued 131,465 shares of unregistered Common Stock to AF1 on June 7, 2019 as payment for Services previously provided by AF1. 54,661 shares were issued at a price of \$0.0869 per share as payment for Services provided for the period ending August 9, 2019, and 76,805 shares were issued at a price of \$0.09765 per share as payment for the Services provided for the period ending May 16, 2019. The shares of Common Stock were issued at a per share price equal to 75% of the average of the three lowest closing prices in the last ten market trading days prior to August 9, 2018 and May 16, 2019, the respective end dates of the periods in which the Services were provided.

The unregistered shares of Common Stock issued pursuant to the Fee Agreement will be issued by the Company in reliance upon an exemption from registration pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"). Accordingly, the shares of Common Stock have not been registered under the Securities Act and such shares may not be offered or sold in the United States absent registration or an exemption from registration under the Securities Act and any applicable state securities laws.

A copy of the Fee Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit No.

10.1 [Fee Agreement, dated June 8, 2019, by and between Grow Capital, Inc. and AF1 Public Relations LLC](#)

SIGNATURE PAGE

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

Grow Capital, Inc.

By: /s/ Jonathan Bonnette
Jonathan Bonnette
Chief Executive Officer

Dated: June 13, 2019

AF1 Public Relations LLC

2272 Coral Ridge Avenue

Henderson, NV 89052

Amanda@af1pr.com

(916) 307-8332

June 8, 2019

Jonathan Bonnette, President
Grow Capital, Inc.

Re: Fee Agreement

Gentlemen,

Set forth below are the terms and conditions regarding compensation for services to be provided during fiscal year June 1, 2019 to May 31, 2020, and the fee arrangement for services to be provided by my firm to Grow Capital, Inc., its subsidiaries and affiliates (collectively "GRWC") for periods after May 31, 2019, along with our agreement regarding payment of fees for those services. The effective date of this agreement is and shall be June 1, 2019.

COMPENSATION FOR PAST SERVICES

It is acknowledged, both by GRWC and by AF1 Public Relations LLC ("AF1"), that there are no amounts that GRWC currently owes AF1 for any period prior to June 1, 2019 and that in consideration of this agreement and for other good and valuable consideration, AF1 hereby waives any claim or cause of action, whether in equity or at law, it has or may have against GRWC for fees for services provided prior to June 1, 2019.

BASIC FEE ARRANGEMENT

For the twelve months beginning June 1, 2019, GRWC hereby agrees to pay AF1 a fixed fee of Five Thousand Dollars (\$5,000) per month for the services of AF1 in providing outside business marketing, branding, publishing, and investor relations services. It is also understood and agreed that AF1 is providing and intends to continue to provide services to other clients of her firm or to otherwise be individually employed by another entity or entities and that AF1 shall devote only so much time and effort as is reasonably necessary to meet the needs of GRWC within its other time constraints.

The basic fee arrangement noted above of Five Thousand Dollars (\$5,000) per month shall be paid through Stock Based Compensation which, at the discretion of GRWC, will be either in free trading stock valued at the closing market price on final trading day of a month less a 10% discount or in restricted "144" common stock which shall be based on the average of the 3 lowest closing share market prices over the previous 10 market trading days at an applied discount of 25% to that calculated average closing share market price. The shares are to be issued within 10 days of each calendar quarter end and vest immediately upon issuance. Any such shares of Stock under this basic fee arrangement will be issued to AF1, or, upon request, its designee.

Because of the nature of the services to be provided is in the nature of a fee retainer arrangement, it is understood and agreed that no detailed billing statements with respect to the fixed monthly fee are required nor will they be provided and AF1 and other firm personnel shall have no obligation and shall not be required to account for their time. The firm will not provide GRWC a monthly invoice for the monthly fixed fee.

The above stated fees do not include expenses and GRWC agrees to timely pay any authorized expenses separately billed to GRWC. GRWC further agrees that AF1 or the firm may also utilize other employees or subcontractors to perform services for GRWC or in support of matters assigned by you to the firm, all subject to the time limitations set forth above. To the extent a matter requires or may require the expertise of a business services other than what AF1 or other firm personnel can provide, GRWC agrees to separately engage and pay for such business services and expenses, and AF1 will provide business oversight of said services within the parameters of this Fee Agreement and all as directed by you.

Charges for expenses may and shall include, but not be limited to, expenditures for office expenses, travel, business meals, mileage, and other expenses incurred by us in the proper performance of consulting services for you.

AVAILABILITY TO PROVIDE SERVICES; TERM

With regard to any matter that GRWC may wish to refer to the firm that is within the capability and expertise of AF1 or other firm personnel to perform, AF1 and the firm will make itself reasonably available on a priority/first call basis to respond to the needs of GRWC or to perform the tasks requested in regard to providing outside business consulting services, subject to the time limitations set forth above.

The firm will perform outside business marketing, branding, publishing, and investor relations services for GRWC and, in the case of specific matters identified by GRWC, only when reasonably requested to do so either by you or by other employees or agents of GRWC acting under your direction. The scope of our responsibility for each such matter will be specified by you; if no such specification is made, we will perform such services as we believe appropriate for the particular matter, in the circumstances of the request. We will not be responsible for any specific business management matters relating to GRWC unless they are covered by such a request.

If any of the above terms do not meet with your approval, please let me know immediately, and I will review them with you. If you agree with the foregoing, please sign the original of this letter and return it to me at your earliest convenience.

The term of this agreement shall be and is 12 months from the effective date of June 1, 2019, and may be terminated by either party without cause upon not less than thirty (30) days prior written notice.

Sincerely,

AF1 Public Relations LLC

/s/ Amanda Kennedy
Amanda Kennedy, President

Acknowledged and Agreed:

Grow Capital, Inc.

By: /s/ Jonathan Bonnette
Jonathan Bonnette, President