
**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): August 8, 2016

bBooth, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-55314

(Commission
File Number)

90-1118043

(IRS Employer
Identification No.)

**346 S. Hauser Blvd., Suite 210
Los Angeles, California**

(Address of principal executive offices)

90036

(Zip Code)

(855) 250-2300

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, 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:

- 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 August 8, 2016, we entered into an engagement agreement (the “Agreement”) with International Monetary (“IM”), pursuant to which we engaged IM for a term of six months, unless sooner terminated as provided for therein, to provide investor relations services as well as certain corporate finance advisory services (the “Services”). The Services include: (i) directing affiliates who specialize in public company investor relations through financial media to the investment community utilizing social networking, digital marketing, and other online communications; (ii) identification and coordination of securities’ analysts covering bBooth’s industry, opt-in investor awareness platforms, and providing recommendations through research reports, newsletters, and online financial exchanges; (iii) planning and organizing meetings, road shows and calls with broker dealers and individual brokers; (iv) capital formation services in identifying and coordinating with micro and small cap broker dealers, underwriters, funds, institutional investors and other capital sources; (v) business development services including corporate planning, sourcing, negotiations, and the formation of relationships with potential strategic investors, business partners, alliances, M&A candidates and other general consulting needs; (vi) corporate and management services, including, strategy, finance, financials review, public filings, shareholder relations, corporate communications, among other professional services; (vii) guidance and assistance identifying available alternatives to maximize shareholder value with a concentrated focus on assisting with specific corporate governance requirements for an up-listing to a major listed exchange (NYSE Amex or Nasdaq).

In exchange for the Services, we have agreed to pay IM a fee of \$5,000 per month and to reimburse IM for certain pre-approved expenses. IM has agreed to defer payment of the \$5,000 monthly retainer which shall accrue. In addition, we have agreed to compensate IM for the Services in the amount of one million six hundred thousand (1,600,000) shares of our common stock, with the first allotment of 800,000 shares (referred to as “vested shares”) payable on the execution of the Agreement, and the second allotment of 800,000 shares (referred to as “unvested shares”) (referred to collectively as the “Shares”) payable ninety (90) days thereafter, unless sooner terminated. The Shares issued to IM shall have the status of “restricted” securities as the term is defined by Rule 144 under the Securities Act of 1933, as amended.

The foregoing does not purport to be a complete description of the rights and obligations of the parties under the Agreement, and is qualified in its entirety by reference to a complete copy of such Agreement, which is filed as Exhibit 10.1 to this current report.

ITEM 3.02. UNREGISTERED SALES OF EQUITY SECURITIES

As further described above in Item 1.01, effective August 15, 2016, we issued to IM 800,000 “restricted” common shares, as that term is defined by Rule 144 under the Securities Act of 1933, as amended.

IM is a U.S. Person (as that term is defined in Regulation S of the *Securities Act of 1933*, as amended (the “**Securities Act**”)) and an accredited investor (as that term is defined in Regulation D of the Securities Act), and in issuing securities to such person, we relied on the exemption from the registration requirements of the Securities Act provided by Rule 506 of Regulation D promulgated thereunder and/or Section 4(a)(2) of the Securities Act.

ITEM 7.01. REGULATION FD DISCLOSURE

A news release dated August 15, 2016 is furnished herewith.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

10.1 Form of Engagement Agreement dated August 8, 201 between bBooth, Inc. and International Monetary

99.1 News release dated August 15, 2016

SIGNATURE

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

Date: August 15, 2016

bBOOTH, INC.

By: "Rory J. Cutaia"

Name: Rory J. Cutaia

Title: Chairman and Chief Executive Officer

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made and entered into as of August 8, 2016, by and between International Monetary ("Consultant"), a California corporation, and bBooth, Inc. ("Company"), a public corporation (OTCQB: BBTH).

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and the benefits that have and will inure to each of the parties hereto, the parties hereto do agree as follows:

1. Services. Subject to the terms and conditions of this Agreement, Consultant agrees to perform for Company the following services:

- A. Provide capital formation services in identifying and coordinating with micro/small cap broker dealers, underwriters, funds, institutional investors and other capital sources for equity capital, debt financing, and OTC securities' loans;
- B. Business development services including corporate planning, sourcing, negotiations, and the formation of relationships with potential strategic investors/business partners/alliances/M&A candidates and other general consulting needs as expressed by Company;
- C. Provide corporate and management services to Company's senior management team, including, but not limited to, strategy, finance, review financials, public filings, shareholder relations/corporate communications, and other professional services;
- D. Identify and coordinate with securities analysts in Company's industry and opt-in investor awareness platforms providing recommendations through research reports, newsletters, and online financial exchanges;
- E. Identify and direct affiliates who specialize in public/investor relations thru financial media to the investment community through social networking, digital marketing, and other online communications;
- F. Plan and organize meetings, road shows and calls with broker/dealers and individual brokers able to participate in penny stocks;
- G. Guidance and assistance in other available alternatives to maximize shareholder value with a concentrated focus on assisting with specific corporate governance requirements for an up listing to a major listed exchange (NYSE Amex or Nasdaq).

Such services are hereinafter referred to as "Services." Company agrees that Consultant shall have ready access to Company's staff and resources as necessary to perform the Consultant's Services provided for by this Agreement. Company agrees that the cost of legal, accounting, investor relations and Director services are the responsibility of the Company and not of the Consultant. Consultant and its members, principles, employees and agents are not officers or directors of the Company. Consultant shall have no power to bind Company to any contract or obligation or to transact any business in Company's name or on behalf of Company in any manner.

Consultant, as part of this Agreement, will consult with the Company with respect to its capital raising efforts, advising the Company on capital raising strategies, and introducing and referring the Company to its retail/institutional capital sources (i.e.: funds, family offices, broker dealers, investment banks, underwriters, accredited investors, etc. referred to herein as "Contacts") on a best-efforts basis. Consultant will not provide the services of a broker, and Company acknowledges that it is not engaging Consultant as a registered broker-dealer under Section 15A of the U.S. Securities Exchange Act of 1934, or any similar state law, and that Consultant cannot, and shall not be required hereunder to, engage in the offer or sale of securities for or on behalf of the Company. While Consultant has preexisting relationships with Contacts, Consultant's participation in any actual or proposed offer or sale of Company securities shall be limited to that of an advisor to the Company and, if applicable, a "finder" of accredited investors, underwriters and funds. The Company acknowledges and agrees that the solicitation and consummation of any purchases of the Company's securities shall be handled by the Company and/or any other licensed firms engaged by the Company for such purposes. Consultant will determine the method, details, and means of performing the services.

It is expressly understood and agreed by Company that, in reliance upon Company's representations, warranties and covenants contained herein, immediately upon execution and delivery of this Agreement by Company, Consultant is setting aside and allocating for the benefit of Company valuable resources (including, without limitation, capital and reservation of work schedules of employees) required to fulfill Consultant's obligations described in Item 1, above. In doing so, Consultant agrees to forebear from undertaking other opportunities and commitments (that would result in enrichment to Consultant) in order to be available to provide Company the services contemplated by this Agreement.

2. Period of Performance. The Company shall hire Consultant for a period of six (6) months commencing on the date hereof, unless earlier terminated pursuant to the terms of this Agreement, see Item 6, below. The Agreement may also be extended for additional time periods, upon agreement by both parties.

3. Exclusivity, Performance and Confidentiality. The services of Consultant hereunder shall not be exclusive, and Consultant and its agents may perform similar or different services for other persons or entities whether or not they are competitors of Company. The Consultant agrees that it will, at all times, faithfully and in a professional manner perform all of the duties that may be reasonably required of the Consultant pursuant to the terms of this Agreement. Consultant shall be required to expend only such time as is necessary to service Company in a commercially reasonable manner. The Consultant does not guarantee that its efforts will have any impact upon the Company's business or that there will be any specific result or improvement from the Consultant's efforts. Consultant acknowledges and agrees that confidential and valuable information proprietary to Company and obtained during its engagement by the Company, shall not be, directly or indirectly, disclosed without the prior express written consent of the Company, unless and until such information is otherwise known to the public generally or is not otherwise secret and confidential.

4. Compensation for Services. Company agrees to compensate Consultant for Services with a monthly fee (the "Management Fee") in the amount of five thousand (\$5,000) dollars for Services, payable on the 1st of each month for such month's services, or if such date is not a business day on the next business day thereafter (the "Payment Date") during the Period of Performance. The initial cash payment of \$5,000 and any subsequent payments will begin to accrue immediately upon execution of this agreement and will be payable to Consultant once initial capital is raised thru Company financing. In addition, Company agrees to compensate Consultant for Services in the amount of one million six hundred thousand (1,600,000) shares of Company's common stock with the first allotment of 800,000 shares (referred to as "vested shares") payable on the date hereof, and the second allotment of 800,000 shares (referred to as "unvested shares") due and payable ninety (90) days from the date hereof. The shares issued to the Consultant shall have the status of "restricted" securities as the term is defined by Rule 144 under the Securities Act of 1933, as amended. These shares are non-cancelable and shall have piggyback registration rights upon the first SEC registration filed by the Client. If there is no registration filed, Company agrees to provide legal opinion of counsel and clear certificates under rule 144 six (6) months from the effective date of this Agreement.

The Shares, when issued as directed by Consultant, will be duly authorized, validly issued and outstanding, fully paid and non-assessable, and will not be subject to any liens or encumbrances.

Securities shall be issued to Consultant in accordance with a mutually acceptable plan of issuance as to relieve securities or Consultant from restrictions upon transferability of shares in compliance with applicable registration provisions or exemptions.

After careful review and extensive discussions and negotiations between Company and Consultant and their advisors, Company agrees that, when received by Consultant, the above-described consideration shall be nonrefundable regardless of the circumstances, whether foreseen or unforeseen upon execution and delivery of this Agreement. Company further acknowledges and agrees that said consideration is earned by Consultant: (1) upon Company's execution and delivery of the Agreement and prior to the provision of any service hereunder; (2) in part, by reason of Consultant's agreement to make its resources available to serve Company and as further described in the Preliminary Statement and elsewhere herein; and (3) regardless of whether Company seeks to terminate this Agreement prior to consultant's delivery of any services hereunder. If Company takes any action to terminate this Agreement or to recover any consideration paid or delivered by Company to Consultant other than by reason of Consultant's gross negligence or willful misconduct, Consultant shall be entitled to all available equitable remedies, consequential and incidental damages and reasonable attorneys' fees and costs incurred as a result thereof, regardless of whether suit is filed and regardless of whether Company or Consultant prevails in any such suit.

5. **Expense Reimbursement:** Consultant agrees that it will supply all instrumentalities, tools, implements, appliances, and other materials needed for the performance of Services and will bear all routine business and operational expenses incurred to perform such Services. The Company will reimburse Consultant for out-of-pocket expenses, so long as such expenses are pre-approved and documented, and incurred in performing the Services. The Company shall reimburse Consultant for the following reasonable travel expenses incurred by Consultant directly in the performance of Services for the Company: transportation expenses, including air fare, rental cars, gas, and taxi fare, hotel expenses, meals, and dry cleaning expenses for trips longer than three (3) days. Company shall pay the amounts due to Consultant upon receipt of an invoice, which shall be sent to Company by Consultant. Company shall pay the amount of such invoice to Consultant within ten (10) days from the date the invoice is received by Company.

6. **Termination.** For the duration of the Period of Performance, this Agreement may be terminated by either party, who may cancel this Agreement upon ten (10) days written notice in the event the other party violates any material provision of this Agreement and fails to cure such violation within ten (10) days of written notification of such violation from the other party. Such cancellation shall not excuse the breach or non-performance by the other party or relieve the breaching party of its obligation incurred prior to the date of cancellation, including, without limitation, the obligation of Company to pay the nonrefundable consideration described in Item 4, above. Effective as of the date of cancellation, Consultant's right to receive compensation hereunder shall cease (except to the extent, as of the cancellation date, that the Company owes the Consultant consideration).

7. **Representations, Warrants and Covenants.** The Company represents, warrants and covenants to the Consultant as follows:

- a. The Company has the full authority, right, power and legal capacity to enter into this Agreement and to consummate the transactions which are provided for herein. The execution of this Agreement by the Company and its delivery to the Consultant, and the consummation by it of the transactions which are contemplated herein have been duly approved and authorized by all necessary action by the Company's Board of Directors and no further authorization shall be necessary on the part of the Company for the performance and consummation by the Company of the transactions which are contemplated by this Agreement.
 - b. The business and operations of the Company have been and are being conducted in all material respects in accordance with all applicable laws, rules and regulations of all authorities which affect the Company or its properties, assets, businesses or prospects. The performance of this Agreement shall not result in any breach of, or constitute a default under, or result in the imposition of any lien or encumbrance upon any property of the Company or cause an acceleration under any arrangement, agreement or other instrument to which the Company is a party or by which any of its assets are bound. The Company has performed in all respects all of its obligations which are, as of the date of this Agreement, required to be performed by it pursuant to the terms of any such agreement, contract or commitment.
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8. **Notices.** All notices, consents, changes of address and other communications required or permitted to be made under the terms of this Agreement shall be in writing and shall be (i) personally delivered by an agent of the relevant party, or (ii) transmitted by postage prepaid, certified or registered mail, or (iii) facsimile transmission with an original mailed by first class mail, postage prepaid, addressed as follows:

To Company:

bBooth, Inc.

Address: _____

Fax: _____

Attention: _____

To Consultant:

International Monetary

620 Newport Center Dr, #1100

Newport Beach, CA, 92660

Fax: 949-334-4601

or in each case to such other address and facsimile number as shall have last been furnished by like notice. If mailing is impossible due to an absence of postal service, and other methods of sending notice are not otherwise available, notice shall be hand-delivered to the aforesaid addresses. Each notice or communication shall be deemed to have been given as of the date so mailed or delivered, as the case may be; provided, however, that any notice sent by facsimile shall be deemed to have been given as of the date sent by facsimile if a copy of such notice is also mailed by first class mail on the date sent by facsimile; if the date of mailing is not the same as the date of sending by facsimile, then the date of mailing by first class mail shall be deemed to be the date upon which notice given.

9. **Waiver of Breach.** The waiver by any party of a breach by another party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the breaching party. No waiver shall be valid unless in writing and signed by the party sought to be bound.

10. **Assignment.** Consultant acknowledges that the services to be rendered by Consultant are unique and personal. Accordingly, Consultant may not assign any of Consultant's rights or delegate any of Consultant's duties or obligations under this Agreement, except to the extent amounts are payable to Consultant hereunder after Consultant's death, in which case those benefits may be assigned by will or the law of descent. The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the Company and its successors and assigns.

11. **Severability.** In the event that any of these provisions shall be held to be invalid or unenforceable, the remaining provisions hereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. The parties in no way intend to include a provision that contravenes public policy. Therefore, if any provision of this Agreement is unlawful, against public policy, or otherwise declared void or unenforceable, such provision shall be deemed excluded from this Agreement, which shall in all other respects remain in effect.

12. **Entire Agreement, Modification or Amendment.** The parties hereby agree that this Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, relating to the subject matter hereof not contained herein shall be of any force or effect. Consultant agrees that Consultant has actively participated in negotiating the provisions contained in this Agreement, that these provisions have been negotiated in good faith by all parties, and that the terms of this Agreement should not be construed against either the Company or Consultant. This Agreement may be amended only by written amendment signed by the parties.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Rebut table proof of execution of this Agreement by any party may be made by presentation of a copy of this Agreement bearing a facsimile or photostatic copy of the signature of the party whose execution is sought to be proved, and such copies shall be as valid as the originals and as admissible as evidence of proof of the execution and terms and provisions hereof as the originals.

14. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15. **Arbitration.** Any and all disputes arising out of or relating to the interpretation, application, formation, or the termination of this Contract shall be subject to binding and final arbitration in Orange County, California, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision issued there from shall be binding upon the parties and shall be enforceable as a judgment in any court of competent jurisdiction. The prevailing party in such arbitration or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such arbitration or other proceeding which may be determined by the arbitrator or other officer in such proceeding. If collection is required for any payment not made when due, the creditor shall collect statutory interest and the cost of collection, including attorney's fees whether or not court action is required for enforcement. The prevailing party in any such proceeding shall also be entitled to reasonable attorneys' fees and costs in connection all appeals of any judgment

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to California's rules of conflicts of law, and regardless of the place or places of its physical execution and performance.

17. **Independent Contractor Relationship.** The parties hereto intend that an independent contractor-owner relationship will be created by this Agreement. Company is interested only in the result to be achieved, and the conduct and control of the Services will lie solely with Consultant. Consultant is not to be considered an agent or employee of Company for any purpose, and neither Consultant nor his employees are entitled to any of the benefits that Company may provide for its own employees. Payments to consultant hereunder shall not be subject to withholding taxes or other employment taxes as required with respect to compensation paid to an employee. It is understood that Company does not agree to use Consultant exclusively. It is further understood that Consultant is free to contract for similar or other services to be performed for other owners while under this Agreement with Company.

18. **Preliminary Statement.** The Preliminary Statement is incorporated herein by this reference and made a material part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above-written.

COMPANY

By: _____

Name: _____

Title: _____

CONSULTANT

By: _____

Name: Blaine Riley

Title: Managing Director



**bBOOTH ANNOUNCES RETENTION OF PRESTIGIOUS INVESTOR RELATIONS FIRM INTERNATIONAL MONETARY
bBooth To Tap International Monetary's Nationwide Network
of Accredited Investors, Analysts, and Broker-Dealers**

Hollywood, CA August 15, 2016 – **bBooth**, Inc. (OTCQB: [BBTH](#)), the Hollywood-based entertainment technology company, is pleased to announce that it has retained Newport Beach, CA based **International Monetary** (“IM”) to develop and manage a comprehensive investor relations program.

“We are about to begin an aggressive roll-out of our bNotifi technology across multiple business sectors,” states Rory J. Cutaia, **bBooth** CEO. “It’s about time the investment community learns what until now only a select few Hollywood and entertainment insiders have known about the impact of our technology. We chose International Monetary because we wanted an experienced and well-connected investor relations firm that we felt was capable of keeping up with us, ready to get out there and communicate what we believe is an exciting tech story, a compelling value proposition, and able to exemplify our commitment to building shareholder value. This is a very exciting time for us and our shareholders in the continuing evolution of our company and we wanted a firm that shared our excitement as well as our vision,” continues Cutaia.

M.B. (Blaine) Riley, III, Managing Director and President of IM, states, “From the moment I met Rory and saw **bBooth**’s bNotifi technology, I immediately recognized the enormous potential for this young company and wanted to be part of what I expect will be one of the most talked-about tech growth stories. Rory and his team are among some of the most driven, highly-focused management teams I’ve ever had the pleasure of working with.”

“On the investor relations side, we will direct a series of initiatives to enhance shareholder value and ensure liquidity,” continues M.B. Riley. “We will introduce the company to a nationwide brokerage network comprised of broker-dealers and investment banks focused on the micro-cap and small-cap sectors. We will also leverage our relationships with these investment banks and work to secure select analyst coverage to open the door to millions of potential investors and shareholders to begin to unlock the true value of **bBooth**’s under-valued securities,” states M.B. Riley.

“Investor relations is just the beginning of what we intend to bring to this special company,” continues M.B. Riley. Through our investment banking and strategic advisory arm, we will harness the power of a large network of accredited investors, institutions, funds, underwriters and lenders who provide early stage and later stage financing. We will also advise the company on matters such as capital resources, structured financing, mergers and acquisitions, and advise the company’s management on other strategic decisions,” states M.B. Riley.

About International Monetary:

Founded in 1997, IM recognized a need to provide investment banking services with the speed and precision that is required in the new internet and technology economy. IM focuses on turnaround situations and rapidly growing small companies, specializing in debt/equity financing of under \$1 billion. IM is led by a team of Managing Directors that offer a number of strategic advisory services including: providing capital resources, structuring financing for M&A, international licensing/commercialization, retail product/service distribution, advertising and marketing, and shareholder enhancement services. To learn more about IM, go to: www.intlmonetary.com

About bBooth:

bBooth (OTCQB: BBTH) is a Hollywood-based entertainment technology company. Through our innovative, groundbreaking technology, **bBooth** has been called the best new platform for content creation and distribution, artist promotion, fan engagement, and brand activation. Through fully integrated mobile, desktop, and web-based applications, our bNotifi technology provides push-to-screen, media-rich, interactive audio/video messaging and communications for industry leading social engagement, as well as an enterprise scale lead-generation and customer retention platform for sales professionals and others. For more information on **bBooth**, visit www.bBooth.com.

Forward-looking & Safe Harbor Statement: Certain statements in this release may contain forward-looking information within the meaning of Rule 175 under the Securities Act of 1933 and Rule 3b-6 under the Securities Exchange Act of 1934, and those statements are subject to the safe harbor created by those rules. All statements, other than statements of fact, included in this release, including, without limitation, statements regarding potential future plans and objectives of the Company, are forward-looking statements that involve risks and uncertainties. There can be no assurance that such statements will prove to be accurate and actual results and future events could differ materially from those anticipated in such statements. The Company cautions that these forward-looking statements are further qualified by other factors. The Company undertakes no obligation to publicly update or revise any statements in this release, whether as a result of new information, future events or otherwise.

For more information, please visit: www.bBooth.com

Please address media inquiries to: info@bBooth.com or call 855 250-2300 ext. 2

Please address investor inquiries to: investors@bBooth.com or call 855 250-2300 ext. 3
