

**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 22, 2008

CLEARTRONIC, INC.

(Exact name of registrant as specified in its charter)

Florida

333-135585

65-0958798

(State or other jurisdiction Incorporated) (Commission File No.) (I.R.S Employer Identification No.)

8000 North Federal Highway, Boca Raton, Florida

(Address of principal executive offices)

37487

(Zip Code)

Registrant's telephone number, including area code: **561-939-3300**

(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 (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))

Section 1 - Registrant's Business and Operations

Item 1.01 Entry into a Material Definitive Agreement.

On August 22, 2008 the registrant entered into a definitive written agreement with Thomas A. Enterprises, LLC ("TAE"). Pursuant to the agreement, the registrant has engaged TAE as a non-exclusive advisor to introduce the registrant to various funding sources, assisting in negotiations, and providing other strategic advisory services that may be required to secure funding from various funding sources. There is no material relationship between the registrant or its affiliates and TAE, other than in respect of the agreement.

The agreement will remain in effect for an initial term of six months unless either the registrant or TAE sooner terminates the agreement upon not less than 30 days' prior written notice. Upon the expiration of the agreement, the registrant's only obligation to TAE shall be the payment all outstanding obligations to TAE as described in the agreement.

Pursuant to the agreement, as an incentive to TAE, the registrant has agreed to issue 200,000 shares of the registrant's common stock to TAE. In addition, the registrant has agreed to advance to TAE \$5,000 per month in anticipated expenses that will be incurred by TAE, the first of which monthly payments has been made.

If TAE introduces the registrant to a source that results in the receipt by the registrant of equity or debt funding from a funding source introduced to the registrant by TAE for such purpose, the registrant has agreed to pay or issue to TAE following:

- a fee of 10% of the proceeds actually received in a transaction involving the sale by the registrant of its equity securities and 5% of the proceeds actually received by the registrant in a transaction involving the sale by the registrant of its debt securities, in either case less all expense advances theretofore paid to TAE by the registrant.
- a warrant to purchase 10% of the shares sold by the registrant in at an exercise price of 110% of the weighted average sale price of such shares subject to customary adjustments. The warrant will expire on December 31, 2013.
- a warrant to purchase the number of shares equal to 5% of the proceeds received from the sale of debt securities divided by the mean between the high bid and low ask price of the registrant's shares on the date of the closing of the transaction. The exercise price of the warrant shall be 110% of the mean between the high bid and low asked price of the registrant's shares on the date of the actual funding of the transaction. The warrant will expire on December 31, 2013.

Section 9 - Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

10.01 Agreement of August 22, 2008 between the registrant and Thomas A. Enterprises, LLC.

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.

CLEARTRONIC, INC.

Date: August 28, 2008

By: /s/ Larry Reid

Larry Reid
Chief Executive Officer

Cleartronic, Inc.

8000 N. Federal Hwy Suite 100, Boca Raton, FL 33487 • Tel 561-939-3300 • Fax 561-953-5073

August 22, 2008

Thomas A. Enterprises, LLC
8002 Flagler Ct.
West Palm Beach, Florida, 33405

Attention: Roy Amico, Managing Member

Dear Roy:

This agreement letter ("Agreement") outlines the terms and conditions of Thomas A Enterprise's ("Consultant") engagement as a non-exclusive advisor to assist Cleartronic Inc. ("Cleartronic") by introducing Cleartronic to various funding sources, assisting in negotiations, and providing other strategic advisory services that may be required to secure funding from various funding sources. Transactions that result in the receipt by Cleartronic of equity or debt funding from a funding source introduced to Cleartronic by Consultant for such purpose are hereinbelow referred to individually as a "Transaction" and collectively as "Transactions." Cleartronic reserves the right to unilaterally accept or reject any Transaction.

General Terms

This Agreement shall become effective upon the execution hereof by Cleartronic and Consultant, and, unless terminated sooner as hereinbelow provided, will remain in effect for an initial term of six (6) months from the date of execution.

Either Cleartronic or Consultant may terminate, without cause, Consultant's activities in connection with this Agreement at any time upon not less than 30 days' prior written notice. Upon the expiration of this Agreement or such earlier termination, Cleartronic's only obligation to Consultant shall be the payment all outstanding obligations to Consultant as described herein as of the effective date of the expiration or earlier termination of the Agreement as the case may be.

Notwithstanding anything herein to the contrary, in the event that Cleartronic enters into a Transaction with a Consultant-introduced investor or lender within six (6) months of termination of this Agreement, Cleartronic shall pay Consultant in accordance with the terms of this Agreement.

Cleartronic shall compensate Consultant for its services in accordance with the following schedule:

Engagement Incentive

Cleartronic will authorize transfer agent to issue 200,000 shares of Cleartronic's restricted common stock to consultant on signing this Agreement Letter.

Expenses

Cleartronic shall advance Consultant \$5,000 per month in anticipated expenses that will be incurred by the Consultant. Consultant shall be responsible for all of its own costs and fees and expenses including the costs of travel, marketing and document preparation, unless otherwise agreed to in advance by in writing by Cleartronic.

Success Fee

If Consultant introduces Cleartronic to a source that results in a successful Transaction for Cleartronic, Consultant shall receive:

- a fee of 10% of the proceeds actually received in any Transaction involving the sale by Cleartronic of its equity securities and 5% of the proceeds actually received in any Transaction involving the sale by Cleartronic of its debt securities, in either case less all expense advances theretofore paid to Consultant by Cleartronic.
- In the event of a successful equity Transaction Consultant will receive a warrant to purchase 10% of the shares sold by Cleartronic in a Transaction at an exercise price of 110% of the weighted average sale price of such shares subject to customary adjustments and provided that Consultant executes an investment letter satisfactory to Cleartronic. The warrants shall expire on December 31, 2013.
- In the event of a successful debt Transaction Consultant will receive a warrant to purchase the number of shares equal to 5% of the proceeds received from the sale of debt securities divided by the mean between the high bid and low ask price of Cleartronic shares on the date of the closing of the Transaction. The exercise price of the warrant shall be 110% of the mean between the high bid and low ask price of Cleartronic shares on the date of the actual funding of the Transaction. The warrants shall expire on December 31, 2013.

Cleartronic will be responsible for all of its costs and fees and expenses of its counsel, auditors and outside consultants with respect to any Transaction.

Other Provisions

Consultant acknowledges and agrees that it is an independent contractor and shall not be deemed to be an employee of Cleartronic. Consultant shall be responsible for and pay all taxes assessed on all compensation provided to it under the terms of this Agreement.

Consultant hereby acknowledges that it is familiar with the securities registration provisions and the exemptions therefrom of federal and state securities laws, rules and regulations and will not take any action or inaction which would require the registration of Cleartronic's securities thereunder.

Consultant shall provide Cleartronic with proof of its good standing as a Florida limited liability company and provide Cleartronic with its EIN for recording I -1099 payments.

Entire Agreement, Governing Laws and Jurisdiction and Miscellaneous Terms

This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes and cancels any prior communications, understandings and agreements between the parties. This Agreement cannot be modified, amended or changed, nor can any of its provisions be waived, except by written agreement signed by each of the parties hereto.

This Agreement shall not be assignable by either party.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement or the making thereof shall be determined by arbitration in Palm Beach County, Florida in accordance with the then rules of the American Arbitration Association. Any arbitration award shall be final and binding upon Consultant and Cleartronic, and judgment upon the award may be entered in any court having jurisdiction (each party agreeing to exclusive personal jurisdiction and venue in Palm Beach County, Florida and waiving any objection thereto). Cleartronic and Consultant hereby agree that service of process upon it by registered or certified mail at its address set forth above shall be deemed adequate and lawful. The parties hereto shall deliver notices to each other by personal delivery or by registered or certified mail (return receipt requested) at the addresses set forth above.

Acceptance

Please confirm your agreement to the foregoing engagement terms and conditions by signing below on behalf of Thomas A. Enterprises, LLC, and returning an executed copy of this Agreement whereupon it shall become a binding agreement between Cleartronic and Thomas A. Enterprises, LLC.

Sincerely,

Cleartronic Inc.

/s/ Larry Reid
Larry Reid, President & CEO

**ACCEPTED AND AGREED TO THIS 22nd DAY OF August, 2008
FOR AND ON BEHALF OF THOMAS A. ENTERPRISES, LLC**

By: /s/ Roy Amico

Title: Managing Member