

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): June 16, 2016 (June 9, 2016)

CLEARTRONIC, INC.

(Exact name of registrant as specified in its charter)

Florida	000-55329	65-0958798
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

8000 North Federal Highway

Boca Raton, FL 33487

(Address of principal executive offices)

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))

Item 1.01 Entry into a Material Agreement.

On June 9, 2016, the Registrant entered into a Non-Binding Letter of Intent (the “LOI”) with iStream Network, a private company organized and existing under the laws of the state of Florida (“iStream”). The LOI calls for Cleartronic to acquire and “spin-off” iStream Network as its own separate trading entity by filing a Form 10 with the Securities and Exchange Commission. Should this spin-off occur, Cleartronic shareholders would retain a twelve percent (12%) interest in the issued and outstanding stock of iStream Network. iStream would obtain its own CUSIP, be assigned its own trading symbol and be an independent company with a registered class of stock.

Both parties agree to conduct preliminary due diligence Agreement for a period of thirty (30) days to assess the viability of the acquisition of iStream by Cleartronic. The LOI represents only an indication of interest and does not constitute a contract, commitment, undertaking or other binding obligation upon either party.

Item 9.01 Financial Statements and Exhibits.

(a) the following Exhibit is being filed with this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
Ex-99.1	Non-Binding Letter of Intent

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: June 16, 2016

By: /s/ Larry Reid

Larry Reid
Chief Executive Officer

Non-Binding Letter of Intent

This Non-Binding Letter of Intent (the “Agreement”) is made and entered into on the 9th day of June, 2016 between Cleartronic, Inc., a public company traded under the symbol “CLRI” (“Cleartronic”) and iStream Network, a private company organized and existing under the laws of the state of Florida (“iStream”).

WHEREAS, Cleartronic is a company engaged in primarily providing software and communication services and solutions; and

WHEREAS, iStream is a broadcaster providing web stream and delivery systems for network content via the internet; and

WHEREAS, the parties recognize that there are interesting synergies to their respective operations and are interested in conducting due diligence for the purpose of determining whether or not it is feasible for Cleartronic to potentially acquire iStream;

THEREFORE the parties do hereby agree to the following basic terms of this non-binding Letter of Intent as follows:

A. Due Diligence Period: the parties agree to conduct preliminary due diligence for a period of thirty (30) days to assess the viability of the acquisition of iStream by Cleartronic.

B. Spin-Off: the parties do further agree to explore the possibility of conducting a “spin off” of iStream by filing a Form 10 with the Securities and Exchange Commission with Cleartronic shareholders retaining a twelve (12%) percent interest in the issued and outstanding stock of iStream. Should a spin off occur, iStream would obtain its own CUSIP, be assigned its own trading symbol and be an independent public company with a registered class of stock.

C. Hold Harmless: the parties retain the right to decide whether or not to move forward and execute a more formal contract and/or term sheet and agree to hold each other harmless from all liability and claims should one party decide not to enter into the next phase of negotiations.

D. Expression of Interest: this Letter of Intent represents only an indication of interest and does not constitute a contract, commitment, undertaking or other binding obligation upon either party.

/s/Doug Kaplan
iStream Network
Doug Kaplan
VP of Corporate Development

s/ Larry M. Reid/
Cleartronic, Inc.
Larry Reid
Chief Executive Officer