

**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): October 12, 2018

TimefireVR Inc.

(Exact name of registrant as specified in its charter)

| | | |
|---|--------------------------|-----------------------------------|
| Nevada | 814-00175 | 86-0490034 |
| (State or other Jurisdiction of Incorporation) | (Commission File Number) | (IRS Employer Identification No.) |
| 7150 E. Camelback Rd. Suite 444 Scottsdale AZ | | 85251 |
| (Address of principal executive offices) | | (Zip Code) |

Registrant's telephone number, including area code: (602) 617-8888

(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter)

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Effective October 12, 2018, (the "Effective Date") TimefireVR Inc., a Nevada corporation (the "Company") borrowed \$15,000 from the Company's Chief Executive Officer, Mr. Jonathan Read ("Read"), and issued Read a \$15,000 Promissory Note (the "Note"). The Note is payable upon demand by Read and bears interest at the minimum interest rate set by the Internal Revenue Service.

The foregoing description of the Note is a summary only and is qualified in its entirety by the full text of the Note which is attached as an exhibit hereto and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Information concerning the Note is incorporated by reference from Item. 1.01.

Item 9.01 Financial Statements and Exhibits.

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|--------------------|
| 10.1 | Form of Note |

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.

TimefireVR Inc.

Date: October 18, 2018

By: /s/ Jonathan Read

Name: Jonathan Read

Title: Chief Executive Officer

PROMISSORY NOTE

\$15,000 October 12, 2018

FOR VALUE RECEIVED, TimefireVR Inc. (the "Company") promises to pay to the order of Jonathan Read (the "Holder") the sum of \$15,000. This Promissory Note (the "Note") shall bear interest at the rate of 2.55% per annum. Said principal and interest is due and payable upon demand of the Holder in lawful money of the United States at 7150 E. Camelback Rd., Suite 444, Scottsdale AZ, 85251, or at such other place as may be designated in writing by the Holder.

All makers and endorsers now or hereafter becoming parties hereto jointly and severally waive demand, presentment, notice of non-payment in protest and, if this Note becomes in default and is placed into the hands of an attorney for collection, to pay attorneys' fees and all other costs.

This Note may not be changed or terminated orally, but only with an agreement in writing, signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought, with such agreement being effective and binding only upon the parties thereto.

Each of the Company and the Holder hereby waives any right to a trial by jury in any action or proceeding to enforce this Note or arising from its execution.

All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of Arizona, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the loan evidenced by this Note shall only be commenced in the state or federal courts sitting in Maricopa County, Arizona (the "Arizona Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Arizona Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such Arizona Courts, or such Arizona Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Note and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law.

TIMEFIREVR INC.

By: _____
Jessica Smith
Chief Financial Officer