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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**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): January 28, 2021

**CLOUDCOMMERCE, INC.**

(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction of incorporation  
or organization)

**000-13215**  
(Commission File Number)

**30-0050402**  
IRS Employer Identification No.)

**321 Sixth Street**  
**San Antonio, TX**  
(Address of Principal Executive Offices)

**78215**  
(Zip Code)

**(805) 964-3313**  
(Registrant's telephone number, including area code)

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
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- 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))

Securities registered pursuant to Section 12(b) of the Act:

File of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

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.

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**Item 1.01 Entry Into a Material Definitive Agreement.**

On January 28, 2021, CloudCommerce, Inc. (the “Company”) entered into an Unsecured Promissory Note (the “Promissory Note”) in the aggregate principal amount of \$840,000, with Bountiful Capital, LLC (the “Investor”) for gross proceeds of \$840,000. The Promissory Note was funded on January 28, 2021.

The Investor is a related party. The chief financial officer of the Company, Greg Boden, is also the president of Bountiful Capital, LLC.

The Promissory Note bears interest at a rate of 5% per year and is not convertible into shares of common stock of the Company. Principal and interest under the Promissory Note are due and payable upon maturity on January 28, 2022. The Promissory Note also enumerates certain customary events of default, which include failure to pay principal and interest, insolvency, and bankruptcy.

The foregoing description of the Promissory Note does not purport to be complete and is qualified in its entirety by reference to the complete text of the Promissory Note which is filed as an exhibit to this report.

**Item 2.03 Creation of a Direct Financial Obligation.**

The information set forth in Item 1.01 is incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#">Promissory Note</a>

**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.

**CLOUDCOMMERCE, INC.**

Date: February 2, 2021

By: /s/ Andrew Van Noy  
Name: Andrew Van Noy  
Title: Chief Executive Officer

UNSECURED PROMISSORY NOTE

\$840,000.00

January 28, 2021  
State Line, Nevada

**FOR VALUE RECEIVED, CloudCommerce, Inc.**, a Nevada Corporation (“Maker”) promises to pay to **Bountiful Capital, LLC**, a Nevada limited liability company (“Holder”), the principal sum of Eight Hundred Forty Thousand Dollars (\$840,000.00), with Five percent (5%) interest per annum, with the principal of this Unsecured Promissory Note (the “Note”) payable as set forth in Section 2, below.

**1. PURPOSE OF NOTE**

This Note is for the purpose of funding operations.

**2. PAYMENT OF PRINCIPAL**

The Principal Sum is Eight Hundred Forty Thousand Dollars (\$840,000) plus accrued and unpaid interest. The total Consideration is Eight Hundred Forty Thousand Dollars (\$840,000) payable by wire.

**3. MATURITY DATE**

The entire principal, and any accrued and unpaid interest, of this Note shall be due and payable on demand, but in no case later than January 28, 2022.

**4. PREPAYMENT**

Maker may prepay all or any portion of the principal of this Note at any time without penalty or premium.

**5. DEFAULT**

**5.1 Events of Default.** At the election of Holder, the entire principal balance of this Note shall become immediately due and payable upon the occurrence of any one or more of the following events of default:

**5.1.1 Failure to Pay.** Maker fails to pay any amount due under this Note within two (2) days of the due date therefore;

**5.1.2 Insolvency.** Maker makes an assignment for the benefit of any one or more of its creditors; or

**5.1.3 Bankruptcy.** There is commenced with respect to Maker a bankruptcy proceeding under the Bankruptcy Code, as amended from time to time.

**5.2 Holder's Election.** Holder's failure to exercise the election described in this Section 4 with respect to any event of default shall not constitute a waiver of the right to exercise such election upon the occurrence of any subsequent default.

**6. GENERAL PROVISIONS**

**6.1 Medium.** All sums due hereunder shall be paid in lawful money of the United States of America.

**6.2 Gender; Number.** In this Note, the singular shall include the plural, each gender shall include the other, and this Note shall be the joint and several obligation of each Maker.

**6.3 Waiver.** Maker, for itself and its legal representatives, successors, and assigns, expressly waives demand, notice of nonpayment, presentment for demand, presentment for the purpose of accelerating maturity, dishonor, notice of dishonor, protest, notice of protest, notice of maturity, and diligence in collection.

**6.4 Governing Law.** This Note shall be construed in accordance with the laws of the State of Nevada. Each Maker hereby consents to the jurisdiction of the courts of the State of Nevada with respect to any matter relating to the enforcement of any rights created by or evidenced in this Note.

**6.5 Captions.** The section and subsection headings in this Note are included for purposes of convenience and reference only and shall not affect in any way the meaning or interpretation of this Note.

**6.6 Collection Costs.** If any action is commenced to construe the terms and conditions of this Note or enforce the rights of Holder hereunder, then the party prevailing in that action shall recover as part of the judgment its entire attorneys' fees and costs in that action, as well as all costs and fees of enforcing any judgment entered therein.

**IN WITNESS WHEREOF**, the undersigned Maker has executed this Note on the date set forth below.

Holder  
**BOUNTIFUL CAPITAL, LLC**  
a Nevada limited liability company

Maker  
**CLOUDCOMMERCE, INC.**  
a Nevada Corporation

\_\_\_\_\_  
Greg Boden  
President

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Andrew Van Noy  
Chief Executive Officer