

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 22, 2018**

VGRAB COMMUNICATIONS INC.

(Exact name of registrant as specified in its charter)

BRITISH COLUMBIA, CANADA

(State or other jurisdiction
of incorporation)

000-54800

(Commission File
Number)

99-0364150

(IRS Employer Identification No.)

#820 - 1130 West Pender Street

Vancouver, BC

(Address of principal
executive offices)

V6E 4A4

(Zip Code)

Registrant's telephone number, including area code: **(604) 648-0510**

N/A

(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 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

On June 22, 2018, Mr. Jacek P. Skurtys tendered his resignation as a director of the Company with immediate effect in order to pursue other personal and business commitments. Mr. Jacek P. Skurtys has confirmed that he has no disagreement with the Board and there is no matter relating to his resignation that needs to be brought to the attention of the shareholders of the Company.

As consideration for Mr. Skurtys's services, the Company agreed to issue to Mr. Skurtys 500,000 shares of its common stock as fully paid an non-assessable. The shares will not be registered under the United States Securities Act of 1933, as amended (the "Act") and may not be offered or sold within the United States or to U.S. persons unless an exemption from such registration is available.

A copy of the Company's news release regarding the resignation of Mr. Skurtys is attached as Exhibit 99.1 hereto.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES.

As further described in Item 5.02 of this Form 8-K, on June 22, 2018, the Company issued to Mr. Skurtys 500,000 common shares of the Company pursuant to the provisions of Regulation S of the Act. Mr. Skurtys represented that he was not a resident of the United States and was otherwise not a "U.S. Person" as that term is defined in Rule 902(k) of Regulation S of the Act.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
<u>10.1</u>	Release Agreement between Jacek Skurtys and VGrab Communications Inc. dated May 31, 2018.
<u>99.1</u>	News Release dated June 22, 2018.

SIGNATURE

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 hereunto duly authorized.

VGRAB COMMUNICATIONS INC.

Date: June 22, 2018

By: /s/ Lim, Hun Beng

Lim, Hun Beng

Chief Executive Officer and President

RELEASE AGREEMENT

(Agreement No: VCI/RA/JPS/1805XX/1)

THIS AGREEMENT is dated as of the 31st day of May, 2018 (the “Effective Date”)

BETWEEN:

VGRAB COMMUNICATIONS INC., of 810-789 West Pender Street, Vancouver, BC V6C 1H2 (the “Company”)

OF THE FIRST PART

AND:

JACEK PAWEL SKURTYS, of 810-789 West Pender Street, Vancouver, BC V6C 1H2 (“Director”)

OF THE SECOND PART

WHEREAS:

- A. The Director has served as a director of the Company since February 10, 2015 (the “Term”)
- B. The Company wishes that the Director resign as a director of the Company and in consideration of which, the Company has agreed to issue 500,000 common shares to the Director; and
- C. The Parties have negotiated a complete resolution of any and all disputes, claims or potential claims arising between the, during the Term on the terms and conditions set out below.

NOW, THEREFORE, in consideration of the recitals state above, which all Parties agree are accurate and complete, the agreements, promises and warranties set forth below and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. SHARE ISSURANCE

In consideration of the Director Release (as defined below), the Company shall issue 500,000 common shares of the Company on the Effective Date.

2. RELEASE AND DISCHARGE

- 2.1. In consideration of the Director Release (hereinafter defined), the Company hereby agrees to completely release and forever discharge the Director from the effective date of Director Release from all future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of service, expenses and compensation which the Company may accrue after the signing of this Agreement.

Initials
On Behalf of the Company

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Initials
Jacek Pawel Skurtys

2.2. In consideration of the Director Release (hereinafter defined), the Director hereby agrees to completely release and forever discharge the Company from the effective date of Director Release from all future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of service, expenses and compensation which the Company may accrue after the signing of this Agreement.

3. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

4. INDEPENDENT LEGAL ADVICE

This Agreement has been prepared by the Company's solicitor acting solely on behalf of the Company. The Director acknowledges that they have been advised to obtain independent legal advice.

5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia and each party hereto adjourns to the jurisdiction of the courts of the province of British Columbia.

6. ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

7. EFFECTIVENESS

This Agreement shall become effective on execution.

8. MISCELLANEOUS

- 8.1. This Agreement supersedes any prior written or oral agreements or understandings between the parties relating to the subject matter hereof.
- 8.2. No modification or amendment of this Agreement shall be valid unless in writing and signed by or on behalf of the parties hereto.

- 8.3. A waiver of the breach of any term or conditions of this Agreement shall not be deemed to constitute a waiver of any subsequent breach of the same or any term or conditions.
- 8.4. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be held invalid or unenforceable, such invalidity and unenforceability shall not affect the remaining provisions hereof and the application of such provisions to other persons or circumstances, all of which shall be enforced to the greatest extent permitted by law.
- 8.5. The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of any provision hereof.
- 8.6. This Agreement may be executed in one or more counter-parts, each of which so executed shall constitute an original and all of which together shall constitute one and the same Agreement.

Initials
On Behalf of the Company

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Jacek Pawel Skurtys

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

For and On Behalf of
VGRAB COMMUNICATIONS INC.

/s/ Lim Hun Beng
LIM HUN BENG

/s/ Jacek Pawel Skurtys
JACEK PAWEL SKURTYS

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On Behalf of the Company

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Jacek Pawel Skurtys



VGrab Communications Inc.
820-1130 West Pender St
Vancouver, BC V6E 4A4

OTCQB: VGRBF

News Release

VGRAB ANNOUNCES RESIGNATION OF DIRECTOR

VANCOUVER, BRITISH COLUMBIA - (June 22, 2018) VGrab Communications Inc. (OTCQB: VGRBF) (the “Company” or “VGrab”) a OTCQB-listed company, announced today that on June 22, 2018, Mr Jacek P. Skurtys has tendered his resignation as a director of the Company with immediate effect in order to pursue other personal and business commitments. Mr. Jacek P. Skurtys has confirmed that he has no disagreement with the Board and there is no matter relating to his resignation that needs to be brought to the attention of the shareholders of the Company.

The Board would like to take this opportunity to express its gratitude to Mr. Jacek P. Skurtys for his contribution to the Company during the tenure of his office.

As consideration for Mr. Skurtys’s services, the Company agreed to issue to Mr. Skurtys 500,000 shares of its common stock as fully paid an non-assessable. The shares will not be registered under the Act and may not be offered or sold within the United States or to U.S. persons unless an exemption from such registration is available.

For more information, please refer to VGrab’s corporate website at www.vgrab.com and www.vgrabinvestors.com for the latest news updates, or the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 22, 2018.

On behalf of the Board of Directors,
Lim, Hun Beng, President

CONTACT INFORMATION
VGrab Communications Inc.
604-648-0510

Forward-Looking Statements

Information set forth in this news release contains forward-looking statements that are based on assumptions as of the date of this news release. These statements reflect management’s current estimates, beliefs, intentions and expectations. They are not guarantees of future performance. The Company cautions that all forward-looking statements are inherently uncertain and that actual performance may be affected by a number of material factors, many of which are beyond the Company’s control. Such factors include, among other things: risks and uncertainties relating to the Company’s limited operating history; the need to comply with governmental regulations. Accordingly, actual and future events, conditions and results may differ materially from the estimates, beliefs, intentions and expectations expressed or implied in the forward-looking information. Except as required under applicable securities legislation, the Company undertakes no obligation to publicly update or revise forward-looking information.