
**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): February 24, 2016

LIFELOGGER TECHNOLOGIES CORP.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

333-186415
(Commission
File No.)

45-5523835
(IRS Employer
Identification No.)

11380 Prosperity Farms Road, Suite 221E,
Palm Beach Gardens, FL
(Address of principal executive offices)

33410
(Zip Code)

(416) 907-8976
Registrant's telephone number, including area code

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))
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Item 1.01. Entry into Material Definitive Agreement.

On March 1, 2016, Lifelogger Technologies Corp. (the “Company”) entered into a Debt Settlement Agreement (the “Agreement”) with Glamis Capital SA (“Glamis”). Pursuant to the terms of the Agreement, the parties agreed to settle all of the outstanding debt pursuant to that certain promissory note, as amended (the “Note”) issued by the Company to Glamis on July 20, 2015 in the original principal amount of \$200,000, as amended to reduce the principal balance on the face of the Note from \$200,000 to \$135,000. (the “Debt”). Pursuant to the terms of the Agreement, Glamis converted the Debt, which totaled \$142,402.74, including \$135,000 of principal and \$7,402.74 of accrued and unpaid interest, into a total of 1,808,288 shares of the Company’s common stock (representing a conversion price of approximately \$0.07875 per share). The conversion is subject to the ownership limitations contained in the Agreement, which provide that Glamis shall not be entitled to convert its portion of the Note in excess of that portion of the Note upon conversion of which the sum of (1) the number of shares of Company common stock beneficially owned by Glamis and its affiliates and (2) the number of shares of Company common stock issuable upon the conversion of the portion of the Note with respect to which the determination of this proviso is being made, would result in beneficial ownership by Glamis and its affiliates of more than 4.99% of the Company’s outstanding shares at that time.

The foregoing description of the Agreement is only a brief description, does not purport to be complete and is qualified in its entirety by reference to the Agreement, a copy of which is filed as Exhibit 10.1 to this Form 8-K and incorporated herein by reference.

Item 4.02. Non-Reliance on Previously Issued Financial Statements or a Related Audit Report or Completed Interim Review.

On February 24, 2016, the Company concluded that the previously filed financial statements of the Company included in its Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2015 did not properly account for the embedded conversion features of its notes payable that was issued in the September 2015 debt financing. Specifically, the Company previously had not bifurcated the embedded conversion option nor presented it as a derivative liability and had not recognized any changes in the fair value of such derivative in the Company’s Consolidated Statements of Operations for time period subsequent to the financing. Instead, the Company had recorded a beneficial conversion feature based upon the intrinsic value difference between the Company’s stock price and the effective conversion rate. The Company has determined that, as prescribed under Accounting Standards Codification 815, Derivatives and Hedging, the embedded conversion option should have been bifurcated and accounted for as a derivative liability on the Company’s Consolidated Balance Sheets because, according to the default terms of the note payable, upon the occurrence of certain default events which are outside the control of the issuer such as maintain timely periodic filings with the SEC and change in control provisions, the conversion price becomes variable (convertible at 52% of the market price). Accordingly, the Company is unable to assert it would have sufficient authorized but unissued shares required to settle the note over the contract period and there is no explicit limit on the number of shares that the note payable can convert into. The Company has determined that the fair value of these embedded conversion option was required to be recorded on the Company’s Consolidated Balance Sheet, and the corresponding changes in fair value were required to be recorded in the Company’s Consolidated Statements of Operations.

During the closing process for our December 31, 2015 Annual Report on Form 10-K, accounting errors were discovered that required restatement of amounts previously reported, related to a note payable that was determined to contain a derivative component that was not reported as such at September 30, 2015. This error resulted in changes in paid in capital, interest expense, derivative liabilities – notes. The interest on this note was also under accrued resulting in an increase in interest expense and accrued liabilities. We detected an allocation error of consulting fees between consulting – related parties and consulting – other, this error did not change the net loss for the period. As a result of correcting these errors, our net loss increased by \$17,821 for the three months ended September 30, 2015 and the nine months ended September 30, 2015. We have also reclassified certain amounts to conform to our current period presentation.

As a result of the discovery of this error, on February 24, 2016, the Company concluded that the unaudited consolidated financial statements of the Company included in the Company’s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2015, should no longer be relied upon. In addition, the Company is reassessing its previous conclusions regarding the effectiveness of internal control over financial reporting and disclosure controls and procedures.

The Company’s management and the Board of Directors have discussed the matters disclosed in this report with the Company’s independent registered public accounting firm.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No. Description of Exhibit

10.1	Debt Settlement Agreement dated March 1, 2016 by and between Lifelogger Technologies Corp. and Glamis Capital SA.
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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 hereunto duly authorized.

LIFELOGGER TECHNOLOGIES CORP.

Date: March 7, 2016

By: */s/ Stewart Garner*

Stewart Garner
Chief Executive Officer

DEBT SETTLEMENT AGREEMENT

This DEBT SETTLEMENT AGREEMENT (this "Agreement") is dated March 1, 2016 (the "Effective Date"), by and between Glamis Capital SA ("Holder") on one side, and LifeLogger Technologies Corp., a Nevada corporation ("LOGG") on the other. LOGG and the Holder may collectively be referred to as the "Parties".

R E C I T A L S:

WHEREAS, LOGG issued a promissory note to Holder on July 20, 2015, in the principal amounts of \$200,000.00 (the "Note").

WHEREAS, on or around July 20, 2015, Holder wired \$70,000.00 to LOGG, pursuant to the Note.

WHEREAS, on or around August 24, 2015, Holder wired \$65,000.00 to LOGG, pursuant to the Note.

WHEREAS, on or around November 12, 2015, Holder and LOGG entered into an amendment to the Note, whereby the stated principal balance on the face of the Note was reduced from \$200,000.00 to \$135,000.00, to reflect the two prior payments identified above and evidence the parties' intent that no further advances were to be provided by the Holder to LOGG under the Note.

WHEREAS, as of the Effective Date, the total outstanding amount under the Note was \$142,402.74 (the "Debt"), consisting of \$135,000.00 of principal and \$7,402.74 in accrued and unpaid interest.

WHEREAS, the Holder and LOGG want to settle all of the outstanding Debt through conversion into shares of common stock of LOGG ("Common Stock"), pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended ("Securities Act").

NOW, THEREFORE, in consideration of the premises and of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. Conversion of Note.

1.1 **Conversion Price.** As of the Effective Date, LOGG and the Holder agree to settle all of the outstanding Debt owed under the Note, and the Holder shall convert the Debt into a total of 1,808,288 shares of Common Stock (the "Shares")(representing a conversion price of approximately \$0.07875 per share), pursuant to the ownership limitations contained herein.

2. Representations and Warranties of LOGG.

2.1 Authorization. The execution, delivery and performance by LOGG of this Agreement and the performance of all of LOGG's obligations hereunder have been duly authorized by all necessary corporate action, and this Agreement has been duly executed and delivered by LOGG. This Agreement constitutes the valid and binding obligation of LOGG enforceable in accordance with its terms. The execution and performance of the transactions contemplated by this Agreement and compliance with its provisions by LOGG will not conflict with or result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, its Certificate of Incorporation or Bylaws or any agreement to which LOGG is a party or by which it or any of its properties is bound.

2.2 Issuance of Shares. The issuance and delivery of the Shares in accordance with this Agreement have been duly authorized by all necessary corporate action on the part of LOGG, and the Shares to be delivered pursuant to this Agreement, when so delivered, will have been duly and validly authorized and issued by LOGG and will be fully paid and nonassessable.

2.3 Binding Obligation. Assuming the due execution and delivery of this Agreement, this Agreement constitutes the valid and binding obligation of LOGG, enforceable against LOGG in accordance with its terms, subject, as to enforcement, (i) to bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws of general applicability relating to or affecting creditors' rights and (ii) to general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

3. Representations and Warranties of the Holder.

3.1 Authorization. The Holder has full power and authority to enter into this Agreement, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement constitutes a valid and legally binding obligation of the Holder, enforceable in accordance with their respective terms.

3.2 Restricted Securities. None of the Shares are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Holder understands that the Shares may not be sold, transferred or otherwise disposed of without registration under the Securities Act or an exemption therefrom.

4. Miscellaneous.

4.1 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

4.2 Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

4.3 Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to conflict of laws).

4.5 No Waiver/Amendments. Any waiver by any party to this Agreement of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision respecting any future event or circumstance. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Holder and LOGG.

4.6 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

4.7 Costs. Each party will bear the costs and expenses incurred by it in connection with this Agreement and the transaction contemplated thereby.

4.8 Survival of Terms. All representations, warranties and covenants contained in this Agreement or in any certificates or other instruments delivered by or on behalf of the parties hereto shall be continuous and survive the execution of this Agreement and the Closing.

4.9 Assignment. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of any assignee, subject to the terms and conditions hereof.

4.10 Notices. Notices hereunder shall be given only by personal delivery, registered or certified mail, return receipt requested, overnight courier service, or telex, telegram, facsimile or other form of electronic mail and shall be deemed transmitted when personally delivered or deposited in the mail or delivered to a courier service or a carrier for electronic transmittal or electronically transmitted by facsimile (as the case may be), postage or charges prepaid, and properly addressed to the particular party to whom the notice is to be sent.

4.11 Headings. The headings used in this Agreement are for convenience only and shall not by themselves determine the interpretation, construction or meaning of this Agreement.

4.12 Attorneys' Fees and Costs. In the event any party to this Agreement shall be required to initiate legal proceedings to enforce performance of any term or condition of this Agreement, including, but not limited to, the interpretation of any term or provision hereof, the payment of moneys or the enjoining of any action prohibited hereunder, the prevailing party shall be entitled to recover such sums in addition to any other damages or compensation received, as will reimburse the prevailing party for reasonable attorneys' fees and court costs incurred on account thereof (including, without limitation, the costs of any appeal) notwithstanding the nature of the claim or cause of action asserted by the prevailing party.

4.13 Ownership Limitation. In no event shall the Holder be entitled to convert their portion of the Note in excess of that portion of the Note upon conversion of which the sum of (1) the number of shares of Common Stock beneficially owned by the Holder and its affiliates and (2) the number of shares of Common Stock issuable upon the conversion of the portion of the Note with respect to which the determination of this proviso is being made, would result in beneficial ownership by the Holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock at that time.

IN WITNESS WHEREOF, the Holder and LOGG have caused this Agreement to be executed as of the day and year first above written.

HOLDER:

Glamis Capital SA

By: /s/ Anthony Killarney

Name: Anthony Killarney

Title: Director

THE ISSUER:

LifeLogger Technologies Corp.

By: /s/ Stewart Garner

Name: Stewart Garner

Title: Chief Executive Officer