

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): **March 19, 2018**

Vet Online Supply, Inc.

(Exact name of Company as specified in its charter)

Florida (State or other jurisdiction of Incorporation)	000-55787 (Commission File Number)	47-099750 (IRS Employer Identification Number)
6500 Live Oak Drive Kelseyville, CA 95451		
(Address of principal executive offices)		
Phone: 503-308-9173 (Company's Telephone Number)		

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Company 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 8.01 OTHER EVENTS

On March 15, 2018 Vet Online Supply, Inc. (the "Company") announced that its Board of Directors has determined that it is in the best interests of the Corporation to initiate a program to reacquire certain shares of stock from its stockholders, and to thereafter retire said shares as non-voting Treasury stock. The Corporation has approved a Share Repurchase Program (the "Program") to accomplish this. The Corporation hereby will make an offer of redemption to its shareholders in accordance with the terms of the Program, a copy of which is annexed hereto. The specific timing, price and size of purchases will depend on prevailing stock prices, general economic and market conditions, and other considerations. The Program does not obligate the Company to acquire any particular amount of stock, and the Program may be suspended or discontinued at any time at the Company's discretion.

A copy of the Company's press release announcing the Program and the Program Offer are attached to this Current Report on Form 8-K as Exhibits 99.1 and 99.2.

Exhibit No.	Description	
99.1	Press Release Announcing the Share Repurchase	Filed Herewith
99.2	Share Repurchase Offer	Filed Herewith

FORWARD LOOKING STATEMENTS

Certain statements in this Current Report Form 8-K may contain forward-looking statements that involve numerous risks and uncertainties which may be difficult to predict. The statements contained in this Current Report Form 8-K that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Exchange Act, including, without limitation, the management of the Company and the Company's expectations, beliefs, strategies, objectives, plans, intentions and similar matters. All forward-looking statements included in this Current Report Form 8-K are based on information available to the Company on the date hereof. In some cases, you can identify forward-looking statements by terminology such as "may," "can," "will," "should," "could," "expects," "plans," "anticipates," "intends," "believes," "estimates," "predicts," "potential," "targets," "goals," "projects," "outlook," "continue," "preliminary," "guidance," or variations of such words, similar expressions, or the negative of these terms or other comparable terminology.

Forward-looking statements involve a number of risks and uncertainties, and actual results or events may differ materially from those projected or implied in those statements.

Although we believe that the assumptions underlying the forward-looking statements are reasonable, any of the assumptions could prove to be inaccurate. We can give no assurance that the results contemplated in the forward-looking statements will be realized. The inclusion of this forward-looking information should not be construed as a representation by the Company, or any person that the future events, plans, or expectations contemplated by our company will be achieved.

We caution against placing undue reliance on forward-looking statements, which contemplate our current beliefs and are based on information currently available to us as of the date a particular forward-looking statement is made. Any and all such forward-looking statements are as of the date of this Current Report Form 8-K. We undertake no obligation to revise such forward-looking statements to accommodate future events, changes in circumstances, or changes in beliefs, except as required by law. In the event that we do update any forward-looking statements, no inference should be made that we will make additional updates with respect to that particular forward-looking statement, related matters, or any other forward-looking statements. Any corrections or revisions and other important assumptions and factors that could cause actual results to differ materially from forward-looking statements may appear in the Company's public filings with the SEC, which are available to the public at the SEC's website at www.sec.gov

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Vet Online Supply, Inc.

Date: March 20, 2018

By: /s/Daniel Rushford
Daniel Rushford
Chairman and CEO

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EX-99.1 2 ex991.htm PRESS RELEASE ANNOUNCING THE SHARE REPURCHASE

Vet Online Supply Chairman Statement of Share Buy-Back

KELSEYVILLE, CA, March 20, 2018 (GLOBE NEWSWIRE) -- Vet Online Supply, Inc. (OTC PINK:VTNL) (the Company), announces today the following statement from Daniel Rushford, Chairman of the Board.

"The purpose of this announcement is to inform you that our Board of Directors has approved a Share Repurchase Agreement (the "Offer") by Vet Online Supply, Inc. (the "Company") to repurchase an aggregate of up to 200,000,000 shares of its outstanding common stock (the "Shares") at a purchase price of \$.01 per share, or \$2,000,000 in total. The purchase price was determined by the Board after reviewing available price information on trades in the Company's Shares that have occurred in the last year and considering other factors they deemed appropriate. The Board believes that this Offer will provide a liquidity opportunity and will increase value for our shareholders. PLEASE NOTE THAT THE COMPANY'S PURCHASE OFFER WILL CONTINUE THROUGH DECEMBER 31, 2019, UNLESS THE OFFER IS EXTENDED (SUCH DATE AND TIME, AS THEY MAY BE EXTENDED, THE "EXPIRATION DATE").

Neither the Company nor your Board of Directors is making any recommendation as to whether shareholders should or should not accept the Offer. It is not known whether any director or officer of the Company will offer any Shares pursuant to the Offer, but they are not prohibited from participating on the same basis as other shareholders. Please review carefully the enclosed copy of the Share Repurchase Agreement and this Letter of Transmittal (together, the "Share Repurchase Package") before deciding whether to offer any of your Shares as the Share Repurchase Package contains important information about the Offer. There is also a Description of Offer Terms located on the Company's web site under "XBRL Information" that supplements the Share Repurchase Package which you may find helpful. The web site is www.vetonline-supplies.com • IF YOU DO NOT WISH TO OFFER YOUR SHARES, KINDLY DISREGARD THIS LETTER AND THE ENCLOSURES. YOU NEED NOT TAKE ANY ACTION TO RETAIN YOUR SHARES. • IF YOU WISH TO OFFER ANY SHARES PLEASE REVIEW THE SHARE REPURCHASE AGREEMENT AND COMPLETE AND RETURN THE REQUIRED DOCUMENTS BEFORE THE EXPIRATION DATE.

The Offer is not conditioned upon any aggregate minimum number of Shares being offered. The Offer is, however, subject to other conditions as described in the enclosed Share Repurchase Agreement, including the following: (i) if the Offer is oversubscribed, the Company's acceptance of any offers will be scaled back, on a pro rata basis; (ii) the Company will not purchase more than 1,000,000 Shares from any offering shareholder; and (iii) the Company will not purchase more than 200,000,000 Shares, in the aggregate, pursuant to this Offer, (subject, however, to the Board's sole discretion to increase such aggregate number).

The Offer is explained in detail in the enclosed Share Repurchase Agreement. We encourage you to read these materials carefully before making any decision with respect to the Offer. If you have any questions about the Offer or need assistance in offering your Shares, please do not hesitate to call William Haseltine, at 703-627-2652. California BAR # 108388. You may also wish to contact your financial advisor, broker, dealer or other nominee for assistance concerning the Offer."

www.vetonline-supplies.com

ABOUT VET ONLINE SUPPLY:

Vet Online Supply Inc. is a small US based online retail reseller of proprietary veterinary products to enhance the pets health and well being. The goal of "Vet Online Supply" is to provide the \$38B industry with value priced, superior quality products.

Safe Harbor for Forward-Looking Statements: This news release includes forward-looking statements. While these statements are made to convey to the public the company's progress, business opportunities and growth prospects, readers are cautioned that such forward-looking statements represent management's opinion. Whereas management believes such representations to be true and accurate based on information and data available to the company at this time, actual results may differ materially from those described. The Company's operations and business prospects are always subject to risk and uncertainties. Important factors that may cause actual results to differ are and will be set forth in the company's periodic filings with the U.S. Securities and Exchange Commission.

Contact:

Meridian Consulting

323-364-3793

Source: Vet Online Supply, Inc.

EX-99.2 3 ex992.htm SHARE REPURCHASE OFFER

COMMON STOCK REPURCHASE AGREEMENT

THIS COMMON STOCK REPURCHASE AGREEMENT (the "Agreement") is entered into as of _____, 2018, by and between Vet Online Supply, Inc., a Florida corporation (the "Company"), and [name] (the "Stockholder").

WHEREAS, the Stockholder is the holder of _____ shares of the Company's common stock (the "Common Stock"); and

WHEREAS, the Stockholder desires to sell, and the Company desires to repurchase, _____ shares of Common Stock (the "Shares") on the terms and subject to the conditions set forth in this Agreement (the "Repurchase").

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained, the parties agree as follows:

AGREEMENT

SECTION 1. REPURCHASE OF SHARES.

1.1 **Repurchase.** At the Closing (as defined below), the Company hereby agrees to repurchase from the Stockholder, and the Stockholder hereby agrees to sell, assign and transfer to the Company, all of the Stockholder's right, title and interest in and to the Shares at the per Share price of \$ _____, for an aggregate repurchase price of \$ _____ (the "Repurchase Amount"). Upon the execution of this Agreement, the Stockholder shall execute an Assignment Separate from Certificate, in the form attached hereto as Exhibit A (the "Stock Assignment"), and at the Closing shall deliver the Stock Assignment and the stock certificate representing the Shares (or an affidavit of lost certificate in lieu of the stock certificate representing the Shares). Upon consummation of this Agreement, the Company shall cancel such stock certificate and shall issue a new stock certificate to the Stockholder representing the balance of the Stockholder's unpurchased shares, if any. The Repurchase Amount shall be paid by cash, check or wire transfer of immediately available funds to an account or accounts to be designated by the Stockholder.

1.2 **Closing.** The closing of the Repurchase (the "Closing") shall take place at the offices of the Company, 6500 Live Oak Drive Kelseyville, CA 95451, on the date hereof, or at such other time and place as the parties hereto shall mutually agree.

1.3 **Termination of Rights as the Stockholder.** Upon payment of the Repurchase Amount, the Shares shall cease to be outstanding for any and all purposes, and the Stockholder shall no longer have any rights as a holder of the Shares, including any rights that the Stockholder may have had under the Company's Certificate of Incorporation or otherwise.

1.4 **Withholding Rights.** The Company shall be entitled to deduct and withhold from the Repurchase Amount such amounts as it may be required to deduct and withhold with respect to the making of such payment under the U.S. Internal Revenue Code of 1986, as amended, or any provision of foreign, state or local tax law. To the extent that amounts are so withheld by the Company, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Stockholder.

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SECTION 2. REPRESENTATIONS AND WARRANTIES.

In connection with the transactions provided for hereby, the Stockholder represents and warrants to the Company as follows:

2.1 **Ownership of Shares.** The Stockholder has good and marketable right, title and interest (legal and beneficial) in and to all of the Shares, free and clear of all liens, pledges, security interests, charges, claims, equity or encumbrances of any kind. Upon paying for the Shares in accordance with this Agreement, the Company will acquire good and marketable title to the Shares, free and clear of all liens, pledges, security interests, charges, claims, equity or encumbrances of any kind.

2.2 **Authorization.** The Stockholder has all necessary power and authority to execute, deliver and perform the Stockholder's obligations under this Agreement and all agreements, instruments and documents contemplated hereby and to sell and deliver the Shares being sold hereunder, and this Agreement constitutes a valid and binding obligation of the Stockholder.

2.3 **No Conflict.** The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in a breach by the Stockholder of, or constitute a default by the Stockholder under, any agreement, instrument, decree, judgment or order to which the Stockholder is a party or by which the Stockholder may be bound.

2.4 **Experience and Evaluation.** By reason of the Stockholder's business or financial experience or the business or financial experience of the Stockholder's professional advisers who are unaffiliated with the Company and who are not compensated by the Company, the Stockholder has the capacity to protect the Stockholder's own interests in connection with the sale of the Shares to the Company. The Stockholder is capable of evaluating the potential risks and benefits of the sale hereunder of the Shares.

2.5 **Access to Information.** The Stockholder has received all of the information that the Stockholder considers necessary or appropriate for deciding whether to sell the Shares hereunder and perform the other transactions contemplated hereby. The Stockholder further represents that the Stockholder has had an opportunity to ask questions and receive answers from the Company regarding the business, properties, prospects and financial condition of the Company and to seek from the Company such additional information as the Stockholder has deemed necessary to verify the accuracy of any such information furnished or otherwise made available to the Stockholder by or on behalf of the Company.

2.6 **No Future Participation.** The Stockholder acknowledges that the Stockholder will have no future participation in any Company gains, losses, profits or distributions with respect to the Shares. If the Shares increase in value by any means, or if the Company's equity becomes freely tradable and increases in value, the Stockholder acknowledges that the Stockholder is voluntarily forfeiting any opportunity to share in any resulting increase in value from the Shares.

2.7 **Tax Matters.** The Stockholder has had an opportunity to review with the Stockholder's tax advisers the federal, state, local and foreign tax consequences of the Repurchase and the transactions contemplated by this Agreement. The Stockholder is relying solely on such advisers and not on any statements or representations of the Company or any of its agents. The Stockholder understands that the Stockholder (and not the Company) shall be responsible for the Stockholder's tax liability and any related interest and penalties that may arise as a result of the transactions contemplated by this Agreement.

SECTION 3. SUCCESSORS AND ASSIGNS.

Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any Shares). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

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SECTION 4. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 5. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, except as expressly referred to herein.

SECTION 6. AMENDMENTS AND WAIVERS.

Any term of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Stockholder and the Company.

SECTION 7. FURTHER ACTION.

Each party hereto agrees to execute any additional documents and to take any further action as may be necessary or desirable in order to implement the transactions contemplated by this Agreement.

SECTION 8. SURVIVAL.

The representations and warranties herein shall survive the Closing.

SECTION 9. SEVERABILITY.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 10. NOTICES.

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile, if sent during normal business hours of the recipient or, if not, then on the next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the addresses set forth on the signature pages attached hereto (or at such other addresses as shall be specified by notice given in accordance with this Section 10).

SECTION 11. 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.

IN WITNESS WHEREOF, each of the parties has executed this Stock Repurchase Agreement as of the day and year first above written.

COMPANY:

Vet Online Supply Inc.

By: _____
Name
Title

STOCKHOLDER:

/s/ _____
name

Address

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, the Stockholder hereby sells, assigns and transfers unto Vet Online Supply, Inc. (the "**Company**") shares of the Company's common stock standing in the Stockholder's name on the books of the Company and represented by Certificate Number _____ herewith and does hereby irrevocably constitute and appoint _____, the Stockholder's attorney-in-fact, to transfer such stock on the books of the Company with full power of substitution in the premises.

Dated: _____

STOCKHOLDER

This Assignment Separate from Certificate was executed pursuant to the terms of that certain Stock Repurchase Agreement by and between the Company and the Stockholder dated _____.