

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

May 21, 2017

Date of Report (Date of Earliest event reported)

SHARING SERVICES, INC.

(Exact Name of Registrant as Specified in Charter)

Nevada	333-205310	30-0869786
(State or other Jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

930 S. 4th Street, Suite 150, Las Vegas, NV 89101

(Address of principal executive offices)

Registrant's telephone number, including area code: **714-203-6717**

(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 13c-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On May 21, 2017, Sharing Services, Inc. (the “Company”) entered into and closed a transaction whereby the Company is acquiring a Forty-eight percent (48%) interest in 212 Technologies, LLC, a Montana limited liability company (“212 Tech”). Initially, the Company will acquire a Twenty-four percent (24%) interest in exchange for 5,628,750 shares of the Company’s Series A Preferred Stock and cash in the amount of \$100,000. The Stakeholder and Investment Agreement dated May 21, 2017 (the “Agreement”) also provides for (i) the acquisition by the Company of the remaining Twenty-four percent (24%) interest in 212 Tech at a future date in exchange for an additional 10,000,000 shares of the Company’s Series A Preferred Stock, when certain conditions are met; and (ii) the grant by 212 Tech to the Company of a non-exclusive, non-royalty bearing, perpetual, worldwide license of all of the Intellectual Property Rights developed and held by 212 Tech.

The foregoing description of the Agreement dated May 21, 2017, is a summary only and is qualified in its entirety by the full text of the Agreement, which is filed as Exhibit 1.1 hereto and incorporated herein by reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>	<u>Location</u>
1.1	Stakeholder & Investment Agreement dated May 21, 2017 by and between Sharing Services, Inc., 212 Technologies LLC, Michael Darling and Camaron Corr.	Provided herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Current Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

Date: May 25, 2017

SHARING SERVICES, INC.

By: /s/ Jordan Brock

Name: Jordan Brock

Title: Chief Executive Officer/President

EXHIBIT 1.1

Stakeholder & Investment Agreement

This AGREEMENT is made and entered into as of May 21, 2016, by and among:

212 Technologies, LLC.

212 Technologies, Inc. owners:
Michael Darling
Cameron Corr

Sharing Services, LLC.
Represented by: Jordan Brock, CEO & President

(referred to collectively as "Stakeholders" and individually as "Stakeholder"), and 212 Technologies, Inc. ("Company") whose official address is 2120 S Reserve #364, Missoula, MT 59801.

RECITALS

The Stakeholders are all the stakeholders of 212 Technologies, LLC. ("Limited Liability Company") a Montana Limited Liability Company.

212 Technologies, LLC is the proprietary owner of software and systems that were developed based on more than 21 years experience in the online marketing and direct sales industries and have accessed by over 20 million system users. It provides a comprehensive "end to end" technology set and integrated system components developed within the past 2 years to leverage the very latest technology including customer facing websites, back end system management area, unique database schema, specialized client and server side scripting, intuitive mobile applications, and a proprietary AI Module ("automated intelligence") that monitors data and interacts seamlessly between each system element.

Sharing Services, Inc. is acquiring a 48% stake in the company as an additional owner of the intellectual property developed by the current ownership in exchange for 15,628,750 Series A Preferred Stock of Sharing Services, Inc. (SHRY), plus \$100,000 (one hundred thousand dollars) in cash.

The first 5,628,750 of Series A Preferred Shares will initiate an exchange of 24% (twenty four percent) of the LLC, with 4 (four) equal transfers of 1,407,187.5 within 4 days of the execution of this agreement and then every 90 days (ninety days) thereafter for 3 (three) additional transfers.

10,000,000 (ten million) Series A Preferred Shares will initiate an exchange of an additional 24% (twenty four percent) of the LLC in a one-time transfer when the following milestones have been achieved:

1. 12 months have passed from the date of the original MOU dated April 21st, 2017
2. The stock price of SHRV is greater than \$10 (ten dollars) per share

The Stakeholders believe it is in their best interest to unanimously agree to terms below related to the operation, management and control of the LLC in order to achieve harmonious balance and direction.

AGREEMENT

In consideration of the agreements herein contained, the Stakeholders agree as follows.

1. Terms of the agreement.

Upon execution of this agreement, Sharing Services, Inc. will transfer 1,407,187.5 Series A Preferred Shares to the principals of 212 Technologies, LLC. Sharing Services, Inc. will then transfer 1,407,187.5 Series A Preferred Shares in 3 (three) more transactions, commencing 90 days (ninety days) from the date of the original transfer and continuing each 90 days (ninety days) until the total of 5,628,750 of Series A Preferred Shares has been issued to the existing stakeholders of the LLC.

Upon execution of this agreement, Sharing Services, Inc. will pay a development fee of \$100,000 (one hundred thousand dollars) in 10 equal installments of \$10,000 bi-weekly.

As of the date of this agreement and with the investment of shares and cash from Sharing Services, Inc., the following will serve as the company ownership breakdown:

Michael Darling -	38% (thirty eight percent)
Camaron Corr -	38% (thirty eight percent)
Sharing Services, Inc. -	24% (twenty four percent)

Upon achievement of the milestones listed in RECITALS, the following will serve as the company ownership breakdown:

Michael Darling -	26% (twenty six percent)
Camaron Corr -	26% (twenty six percent)
Sharing Services, Inc. -	48% (forty eight percent)

The percentages listed above constitute all of the available ownership of the LLC. The LLC acknowledges receipt from each percentage owner of the full consideration for the respective percentages purchased by said equity stakeholder, and each stakeholder acknowledges that no certificates will be issued representing his or her equity ownership. All of the percentages listed above and any additional percentages of the LLC that may be acquired by the stakeholders or sold to other investors in the future shall be subject to this Agreement.

Concurrent with the execution of this Agreement, 212 Technologies, LLC hereby grants to Sharing Services, Inc. a non-exclusive, non-royalty bearing, perpetual, worldwide license of the Intellectual Property Rights of 212 Technologies, LLC or use by Sharing Services, Inc. in its business operations.

2. Management and Control.

A separate Operating Agreement for 212 Technologies, LLC has been created for management and control of the LLC.

4. Dissolution.

a. Restrictions on Voluntary Dissolution. The consent of 80% of the Stakeholders shall be required to approve the voluntary dissolution of the LLC and each Stakeholder waives any right to the taking of that action by the approval, consent, or vote of a lesser percentage

b. Procedures During Winding Up. On commencement of dissolution proceedings either by election of all Stakeholders or otherwise, the LLC will cease to carry on business except as necessary to wind up its business and distribute its assets. Stakeholders appointed by the Managing Stakeholder will perform the following acts, as necessary, according to the discretion of the Managing Stakeholder, to wind up the affairs of the LLC:

5. Dispute Resolution.

Alternative Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

6. Noncompetition, Trade Secrets.

a. Noncompetition. Each Stakeholder agrees that as long as he or she is the owner, or in control of any of the LLC's equity, the Stakeholder will not be employed, concerned, or financially interested, either directly or indirectly, in the same or a similar business as that conducted by the LLC, or compete with the LLC with the exception of the existing and previous contracts and business(es) clients of the existing Stakeholders Michael Darling and Camaron Corr from their previous business model and brand. Unless otherwise agreed to in writing by a majority of the remaining Stakeholders, a departing Stakeholder will not be employed, concerned, or financially interested, either directly or indirectly, in the same or a similar business as that conducted by the LLC, or compete with the LLC for a two-year period following the date the departing Stakeholder conveys his or her shares.

b. Trade Secrets. Each Stakeholder acknowledges that the customer lists, potential customer lists, trade secrets, processes, methods, and technical information of the LLC and any other matters designated by the written consent of all Stakeholders are valuable assets. Unless he or she obtains the written consent of each of the other Stakeholders, each Stakeholder agrees never to disclose to any individual and organization, except in authorized connection with the business of the LLC, any customer list, or any name on that list, or any trade secret, process, or other matter referred to in this paragraph while the Stakeholder holds, or has the control of, any shares of the LLC, or at any later time.

7. Termination and Amendment.

a. This Agreement shall remain in effect until 100% of the Stakeholders agree to termination in writing. Notwithstanding an original issuance of equity by the LLC to a new stakeholder who does not become a party to this Agreement, this Agreement shall continue to the extent it is legally enforceable.

b. This Agreement may be amended only by a written agreement executed and delivered by 80% of the Stakeholders.

8. Miscellaneous Provisions.

a. Waiver of Law. This Agreement does not alter or waive any provision of the Law except as expressly provided herein; provided, however, each Stakeholder hereby expressly waives the provisions of the Law to the full extent permitted by the Law in order to uphold the provisions and validity of this Agreement and to cause this Agreement to be valid, binding, and enforceable in accordance with its terms upon each of the Stakeholders and their respective transferees, successors and assigns.

b. Notices Any notice under this Agreement shall be deemed sufficiently given by one party to another if in writing and if and when delivered or tendered either in person or by the deposit of it in the United States mail in a sealed envelope, registered or certified, with postage prepaid, addressed to the person to whom notice is being given at that person's address appearing on the records of the LLC or any other address as may have been given by that person to the LLC for the purposes of notice in accordance with this subsection. A notice not given as above shall, if it is in writing, be deemed given if and when actually received by the party to whom it is required or permitted to be given. It is the responsibility of each Stakeholder to ensure that the LLC has the Stakeholder's correct address to receive notice.

c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California. Any action to enforce this Agreement must be brought within the state whose laws govern this Agreement.

d. Captions. Captions to sections, subsections, and paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

e. Counterparts and Duplicate Originals. This Agreement and all amendments may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument.

f. Successors. Anything in this Agreement to the contrary notwithstanding, any transferee, successor, holder, or assignee, whether voluntary, by operation of law, or otherwise, of the shares of the LLC shall be subject to and bound by this Agreement as fully as though a signatory.

g. Severability. Any provision prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction shall as to that jurisdiction be ineffective without affecting any other provision of this Agreement. To the full extent, however, that the provisions of that applicable law may be waived, they are waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

h. Recovery of Expenses. Except as provided in Section 7 with respect to alternative dispute resolution, if a dispute arises with respect to this Agreement, the prevailing party shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in ascertaining that party's rights, in preparing to enforce, or in enforcing that party's rights under this Agreement, whether or not it was necessary for that party to institute suit.

i. Remedies. The parties shall have all remedies for breach of this Agreement available to them provided by law or equity. Without limiting the generality of the foregoing, the parties agree that in addition to all other rights and remedies available at law or in equity, the parties shall be entitled to obtain specific performance of the obligations of each party to this Agreement and immediate injunctive relief and that in the event any action or proceeding is brought in equity to enforce the same, no Stakeholder will urge, as a defense, that there is an adequate remedy at law.

j. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and the LLC and their respective permitted transferees, successors, and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement or to the LLC, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement or the LLC.

1. *Filing of Agreement.* A copy of this Agreement, as amended from time to time, shall be filed with the Secretary of the LLC for inspection by any prospective purchaser of shares of the LLC.

This Stakeholder Agreement is executed and agreed to by:

/s/ Michael Darling
Michael Darling
On behalf of 212 Technologies, LLC
May 21, 2017

/s/ Jordan Brock
Jordan Brock
Sharing Services, Inc.
May 21, 2017

/s/ Camaron Corr
Camaron Corr
On behalf of 212 Technologies, LLC
May 21, 2017