

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

September 29, 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

Please see the disclosures set forth under Item 2.01 herein below.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On September 29, 2017, Sharing Services, Inc., a Nevada corporation (the “Company”), entered into a Share Exchange Agreement (the “Agreement”) with Four Oceans Holdings, Inc., a Nevada corporation (“FOH”). On September 29, 2017, there was a Closing of the transaction (the “Closing Date”). Pursuant to the terms of the Agreement, the Company acquired all of the shares of capital stock of FOH from the holders of such stock (the “Equity-Holders”), in exchange for the issuance of Seventy-five Million (75,000,000) newly-issued restricted shares of the Company’s Series A Preferred Stock, par value \$0.0001 per share (the “Series A Preferred Stock”). Following the Closing Date, FOH will operate as a wholly-owned subsidiary of the Company.

The amount of the consideration given for the acquisition of the shares of capital stock of FOH was determined pursuant to arm’s length negotiations between the parties. The summary of the Agreement set forth above does not purport to be a complete statement of the terms of the Agreement. The summary is qualified in its entirety by reference to the full text of the Agreement which is being filed with this Current Report on Form 8-K (this “Report”) as Exhibit 2.1 and incorporated herein by reference.

Item 3.02 Unregistered sales of equity Securities.

In connection with the closing of the Agreement, described in Item 2.01 above, the Company issued Seventy-five Million (75,000,000) restricted shares of its Series A Preferred Stock, par value \$0.0001 per share, to the Equity-Holders of FOH. Each of the Equity Holders has represented that it was acquiring the respective shares of Series A Preferred Stock for investment and not with a view toward resale or public distribution of such shares, and acknowledged that the shares of Series A Preferred Stock had not been registered under the Securities Act of 1933, as amended (the “Securities Act”) and that they constituted “restricted securities” as that term is defined in Rule 144 promulgated under the Securities Act. The certificates representing such shares of Series A Preferred Stock will bear a restrictive legend. The issuance of securities to the Equity-Holders was conducted in reliance on Section 4(a)(2) of the Securities Act.

Item 9.01 Financial Statements and Exhibits.

- (a) Financial statements of business acquired. The financial statements required to be filed pursuant to this Item will be filed by amendment no later than 71 calendar days after the date on which this Report is required to be filed.
- (b) Pro forma financial information. The pro forma financial information that is required to be filed pursuant to this Item will be filed by amendment no later than 71 calendar days after the date on which this Report is required to be filed.
- (c) Shell company transactions. Not applica ble.
- (d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>	<u>Location</u>
2.1	Share Exchange Agreement dated September 29, 2017 by and between Sharing Services, Inc., Four Oceans Holdings, Inc., and the Equity-Holders of Four Oceans Holdings, Inc.	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: October 5, 2017

SHARING SERVICES, INC.

By: /s/ Jordan Brock

Name: Jordan Brock

Title: Chief Executive Officer/President

SHARE EXCHANGE AGREEMENT

By and Among

SHARING SERVICES, INC.,

FOUR OCEANS HOLDINGS, INC.

and

EQUITY-HOLDERS OF FOUR OCEAN HOLDINGS, INC.

Dated as of September 29, 2017

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (this “Agreement”) is entered into as of this 29th day of September, 2017, by and among **SHARING SERVICES, INC.**, a Nevada corporation (“SHRV”), **FOUR OCEANS HOLDINGS, INC.**, a Nevada corporation (“FOH”), and those individuals/entities listed on Exhibit A attached hereto (the “Equity-Holders”), and collectively with the SHRV and FOH, the “Parties” and each, a “Party”), upon the following premises:

RECITALS:

WHEREAS, FOH and the Equity-Holders desire to enter into an equity exchange transaction, whereby FOH shall become a wholly-owned subsidiary of SHRV; and

WHEREAS, the Equity-Holders are the only stockholders of FOH and own One hundred percent (100%) of the issued and outstanding shares of capital stock of FOH; and

WHEREAS, SHRV desires to acquire One Hundred percent (100%) of the issued and outstanding shares of capital stock of FOH in exchange for Seventy-five Million (75,000,000) newly-issued shares of Series A Preferred Stock, par value \$0.0001 per share (“SHRV Series A Preferred Stock”); such transaction being referred to herein as the “Exchange”; and

WHEREAS, the Parties intend for this transaction to constitute a tax-free reorganization pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

AGREEMENT:

NOW THEREFORE, on the stated premises and for and in consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the Parties to be derived herefrom, and intending to be legally bound hereby, it is hereby agreed as follows:

ARTICLE I

REPRESENTATIONS, COVENANTS, AND WARRANTIES OF FOH

As an inducement to, and to obtain the reliance of SHRV, except as set forth in those schedules prepared by FOH which are attached and made a part hereto (the “FOH Schedules”), FOH hereby represents and warrants as of September 29, 2017 (the “Closing Date”) as follows:

Section I.1 Organization

. FOH is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the power and is duly authorized under all applicable laws, regulations, ordinances and orders of public authorities to carry on its business in all material respects as it is now being conducted. Set forth in Item I.1 of the FOH Schedules are complete and correct copies of the Articles of Incorporation and Bylaws of FOH in effect on the date hereof (together, the “FOH Charter”). The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of the FOH Charter. FOH has taken all actions required by law, from its FOH Charter, or otherwise to authorize the execution and delivery of this Agreement. FOH has full power, authority, and legal right and has taken all action required by law, the FOH Charter, and otherwise to consummate the transactions herein contemplated.

Section I.2 Capitalization

. The capitalization of FOH consists of One Hundred Million (100,000,000) authorized shares of Common Stock, \$0.001 par value per share (“FOH Common Stock”). There are Seventy-five Million (75,000,000) shares of FOH Common Stock issued and outstanding (the “FOH Shares”). The Equity-Holders own one hundred percent (100%) of the FOH Shares.

Section I.3 Subsidiaries

. FOH does not own any subsidiaries.

Section I.4 Options or Warrants

. There are no existing options, warrants, calls, or commitments of any character relating to the FOH Shares.

Section I.5 Absence of Certain Changes or Events

Since September 23, 2017:

(a) there has not been any material adverse change in the business, operations, properties, assets, or condition (financial or otherwise) of FOH, including, but limited to, retaining any new employees or hiring any contract personnel with the written consent of the SHRV or expending any cash on capital purchases, bonuses or other expenses out of the ordinary course of business without prior written consent of the SHRV;

(b) FOH has not (i) amended its Articles of Incorporation or By-laws; (ii) declared or made, or agreed to declare or make, any payment of dividends or distributions of any assets of any kind whatsoever to Equity-Holders or purchased or redeemed, or agreed to purchase or redeem, any of the FOH Shares; (iii) made any material change in its method of management, operation or accounting, (iv) entered into any other material transaction other than sales in the ordinary course of its business; or (v) made any increase in or adoption of any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement made to, for, or with its managers, officers, directors, or employees;

(c) FOH has not (i) granted or agreed to grant any options, warrants or other rights for its membership interests, bonds or other corporate securities calling for the issuance thereof, (ii) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) except as disclosed herein and except liabilities incurred in the ordinary course of business; (iii) sold or transferred, or agreed to sell or transfer, any of its assets, properties, or rights or canceled, or agreed to cancel, any debts or claims; or (iv) issued, delivered, or agreed to issue or deliver any membership interests, bonds or other corporate securities including debentures (whether authorized and unissued or held as treasury stock) except in connection with this Agreement; and

(d) There are no material actions, suits, proceedings, or investigations pending or, to the knowledge of FOH after reasonable investigation, threatened by or against FOH or affecting FOH or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, except as set forth on Item I.5(d) of the FOH Schedules. FOH does not have any knowledge of any material default on its part with respect to any judgment, order, injunction, decree, award, rule, or regulation of any court, arbitrator, or governmental agency or instrumentality or of any circumstances which, after reasonable investigation, would result in the discovery of such a default.

Section I.6 Contracts

All contracts, agreements, franchises, license agreements, and other commitments to which FOH is a party or by which its properties are bound and which are material to the operations of FOH taken as a whole are valid and enforceable by FOH in all respects, except as limited by bankruptcy and insolvency laws and by other laws affecting the rights of creditors generally.

Section I.7 No Conflict with Other Instruments

The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, constitute a default under, or terminate, accelerate or modify the terms of any material indenture, mortgage, deed of trust, or other material agreement, or instrument to which FOH is a party or to which any of its assets, properties or operations are subject.

Section I.8 Compliance with Laws and Regulations

To the best of its knowledge, FOH has complied with all applicable foreign and domestic statutes and regulations of any federal, state, provincial or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of FOH or except to the extent that noncompliance would not result in the occurrence of any material liability for FOH.

Section I.9 Approval of Agreement

The board of directors of FOH and the Equity-Holders have unanimously authorized the execution and delivery of this Agreement by FOH and have approved this Agreement and the transactions contemplated hereby.

Section I.10 Valid Obligation

This Agreement and all agreements and other documents executed by FOH in connection herewith constitute the valid and binding obligation of FOH, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

Section I.11 Information

. The information concerning FOH set forth in this Agreement and in the FOH Schedules is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading.

Section I.12 Financial Statements

. The financial statements of FOH shall be prepared in a timely and proper manner in accordance with Regulation S-X promulgated by the United States Securities and Exchange Commission (the “Commission”) with respect to their required inclusion in the securities regulatory filings of SHR V subsequent to the Exchange.

ARTICLE II

REPRESENTATIONS, COVENANTS, AND WARRANTIES OF SHR V

As an inducement to, and to obtain the reliance of FOH and the Equity-Holders, except as set forth in those schedules prepared by SHR V which are attached and made a part hereto (the “SHR V Schedules”), SHR V represents and warrants, as of the Closing Date, as follows:

Section II.1 Organization

. SHR V is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the corporate power and is duly authorized under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in all material respects as it is now being conducted. Set forth in Item II.1 of the SHR V Schedules are complete and correct copies of the Articles of Incorporation and Bylaws of SHR V as in effect on the Closing Date (together, the “SHR V Charter”). The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of the SHR V Charter. SHR V has taken all action required by law, the SHR V Charter or otherwise to authorize the execution and delivery of this Agreement, and SHR V has full power, authority, and legal right and has taken all action required by law, the SHR V Charter or otherwise to consummate the transactions herein contemplated.

Section II.2 Capitalization

. SHR V’s authorized capitalization consists of (i) Five Hundred Million (500,000,000) shares of SHR V Common Stock, of which Fifty-three Million Three Hundred Sixty Thousand (53,360,000) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange; (ii) Ten Million (10,000,000) shares of SHR V Common Class B Stock, of which Ten Million (10,000,000) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange; (iii) One Hundred Million (100,000,000) shares of SHR V Series A Preferred Stock, of which Six Million Six Hundred Ninety-four Thousand Five Hundred Forty (6,694,540) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange; (iv) Ten Million (10,000,000) shares of SHR V Series B Preferred Stock, of which Ten Million (10,000,000) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange; and (v) Ten Million (10,000,000) shares of SHR V Series C Preferred Stock, of which

One Million Seven Hundred Eighty (1,780,000) shares were issued and outstanding immediately prior to the transaction contemplated by the Exchange.

All issued and outstanding shares of SHRV Common Stock are duly authorized, legally issued, fully paid, and non-assessable and not issued in violation of the preemptive or other rights of any person, and except as disclosed in this Agreement or in connection with the transactions contemplated by this Agreement, there is not and as of the Closing Date there will not be outstanding any warrants, options or other agreements on the part of SHRV obligating such entity to issue any additional shares of SHRV stock, or any ownership interest or any of its securities of any kind; with the exception of (i) negotiated, but to-be-executed, agreements to issue an aggregate of 6,500,000 shares of SHRV Series A Preferred Stock; (ii) 1,500,000 shares of to-be issued shares of SHRV Common Stock; and (iii) an aggregate of 170,000 of to be issued shares of SHRV Series C Preferred Stock. The SHRV Common Stock is traded on the OTC Bulletin Board under the symbol "SHRV" and has not received any notice of delinquency, delisting or other issues.

Section II.3 Subsidiaries

. SHRV has one wholly-owned subsidiary, Total Travel Media, Inc .

Section II.4 Options or Warrants

. Except as identified in Section II.2, above, there are no existing options, warrants, calls, or other commitments of any character relating to the authorized and unissued shares of the Series A Preferred Stock, except as in connection with the transactions contemplated in connection with the Exchange.

Section II.5 Absence of Certain Changes or Events

. Since April 24, 2017:

(a) Except as described in Item II.5(a) of the SHRV Schedules, SHRV has not (i) amended the SHRV Charter except as pursuant to the transactions in connection with this Agreement; (ii) declared or made, or agreed to declare or make any payment of dividends or distributions of any assets of any kind whatsoever to its shareholders or purchased or redeemed, or agreed to purchase or redeem, any of its capital stock; (iii) made any material change in its method of management, operation or accounting; (iv) entered into any transactions or agreements other than in connection with this Agreement and the transactions contemplated herein; or (v) made any increase in or adoption of any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement, made to, for or with its officers, directors, or employees; and

(b) SHRV has not (i) granted or agreed to grant any options, warrants, or other rights for its stock, bonds, or other corporate securities calling for the issuance thereof; (ii) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) except liabilities incurred in the ordinary course of business; (iii) sold or transferred, or agreed to sell or transfer, any of its assets, properties, or rights, or canceled, or agreed to cancel, any

debts or claims; or (iv) issued, delivered or agreed to issue or deliver, any stock, bonds or other corporate securities including debentures (whether authorized and unissued or held as treasury stock), except in connection with this Agreement, or as set forth in Item II.5(b) of the SHR V Schedules.

Section II.6 Litigation and Proceedings

. Except as set forth in Item II.6 of the SHR V Schedules, there are no actions, suits, proceedings or investigations pending or threatened by or against SHR V, or its subsidiaries, or affecting SHR V or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. SHR V has no knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator, or governmental agency or instrumentality or any circumstance which after reasonable investigation would result in the discovery of such default.

Section II.7 No Conflict with Other Instruments

. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, constitute a default under, or terminate, accelerate or modify the terms of, any indenture, mortgage, deed of trust, or other material agreement or instrument to which SHR V is a party or to which any of its assets, properties or operations are subject.

Section II.8 Compliance with Laws and Regulations

. SHR V has complied with all applicable statutes and regulations of any federal, state, or other applicable governmental entity or agency thereof. This compliance includes, but is not limited to, the filing of all reports to date with federal and state securities authorities.

Section II.9 Approval of Agreement

. The board of directors of SHR V have authorized the execution and delivery of this Agreement by SHR V and has approved this Agreement and the transactions contemplated hereby.

Section II.10 Valid Obligation

. This Agreement and all agreements and other documents executed by SHR V in connection herewith constitute the valid and binding obligation of SHR V, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

Section II.11 Information

. The information concerning SHR V set forth in this Agreement and the SHR V Schedules is complete and accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading.

ARTICLE III
PLAN OF EXCHANGE

Section III.1 The Exchange

. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, the Equity-Holders, by executing this Agreement, shall assign, transfer and deliver to SHR V, free and clear of all liens, pledges, encumbrances, charges, restrictions or known claims of any kind, nature, or description, the FOH Shares, constituting all of the FOH Common Stock, including all of the voting power of FOH. In exchange for the transfer of the FOH Shares by the Equity-Holders, SHR V shall issue certificates evidencing an aggregate of Seventy-five Million (75,000,000) restricted shares of the SHR V Series A Preferred Stock to the Equity-Holders in such denominations as are set forth in Exhibit A hereto. Upon consummation of the transaction contemplated herein, all of the FOH Shares shall be held by SHR V.

Section III.2 Closing Events

. On the Closing Date, SHR V, FOH and the Equity-Holders shall execute, acknowledge, and deliver (or shall ensure to be executed, acknowledged, and delivered), any and all certificates, opinions, financial statements, schedules, agreements, resolutions, rulings or other instruments required by this Agreement to be so delivered on or prior to the Closing Date, together with such other items as may be reasonably requested by the Parties hereto and their respective legal counsel in order to effectuate or evidence the transactions contemplated hereby.

Section III.3 Plan of Exchange

. The Parties to this Agreement agree that this Agreement shall constitute a plan of exchange, and, on the Closing Date, shall cause the execution of Articles of Exchange in substantially the form attached hereto as Exhibit B (the “ Articles of Exchange”). The Articles of Exchange shall be filed with the Secretary of State of Nevada within fifteen (15) business days of the Closing Date in accordance with such state’s business laws.

Section III.4 Termination

. This Agreement may be terminated by either of FOH or SHR V if the other Party has failed to meet the conditions precedent set forth in Articles V and VI herein. If this Agreement is terminated pursuant to this Section III.4, this Agreement shall be of no further force or effect, and no obligation, right or liability shall arise hereunder, except as otherwise set forth herein.

ARTICLE IV
SPECIAL COVENANTS

Section IV.1 Access to Properties and Records

. SHR V and FOH will each afford to the officers and authorized representatives of the other full access to the properties, books and records of SHR V or FOH, as the case may

be, in order that each may have a full opportunity to make such reasonable investigation as it shall desire to make of the affairs of the other, and each will furnish the other with such additional financial and operating data and other information as to the business and properties of SHRV or FOH, as the case may be, as the other shall from time to time reasonably request.

Section IV.2 Delivery of Books and Records

. On or prior to the Closing Date, FOH shall deliver to SHRV copies of the corporate minute books, books of account, contracts, records, and all other books or documents of FOH now in the possession of FOH or its representatives as requested by SHRV.

Section IV.3 Third Party Consents and Certificates

. SHRV and FOH hereby agree to cooperate with each other in order to obtain any required third-party consents to this Agreement and the transactions herein contemplated.

Section IV.4 Indemnification

(a) FOH hereby agrees to indemnify SHRV and each of the officers, agents and directors of SHRV as of the date of execution of this Agreement against any loss, liability, claim, damage, or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever) (“Loss”), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentations made under Article I of this Agreement. The indemnification provided for in this paragraph shall survive the closing hereunder and the consummation of the transactions contemplated hereby and termination of this Agreement for two (2) years following the Closing Date.

(b) SHRV hereby agrees to indemnify FOH and each of the officers, agents, and directors of FOH and the Equity-Holders as of the date of execution of this Agreement against any Loss to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made under Article II of this Agreement. The indemnification provided for in this paragraph shall survive the closing hereunder and the consummation of the transactions contemplated hereby and termination of this Agreement for two (2) years following the Closing Date.

Section IV.5 The Acquisition of SHRV Series A Preferred Stock

. SHRV and FOH acknowledge and agree that the consummation of this Agreement including the issuance of shares of SHRV Series A Preferred Stock in exchange for the FOH Shares as contemplated hereby constitutes the offer and sale of securities under the Securities Act of 1933 and applicable state statutes. SHRV and FOH agree that such transactions shall be consummated in reliance on exemptions from the registration and prospectus delivery requirements of such statutes, which depend, among other items, on the circumstances under which such securities are acquired.

(a) In order to provide documentation for reliance upon the exemptions from the registration and prospectus delivery requirements for such transactions, each

of the Equity-Holders shall execute and deliver to SHRV the Investment Representation Letter in substantially the form of Exhibit C attached hereto.

(b) In connection with the transactions contemplated by this Agreement, SHRV and FOH shall each file, with the assistance of the other and their respective legal counsel, such notices, applications, reports, or other instruments as may be deemed by them to be necessary or appropriate in an effort to document reliance on such exemptions, and the appropriate regulatory authority in the State where the Equity-Holders is domiciled or are otherwise required to file such notices, applications, reports or other instruments unless an exemption requiring no filing is available in such jurisdictions, all to the extent and in the manner as may be deemed by such Parties to be appropriate.

(c) In order to more fully document reliance on the exemptions as provided herein, FOH, the Equity-Holders and SHRV shall execute and deliver to the other, at or prior to the Closing Date, such further letters of representation, acknowledgment, suitability, or the like as FOH, the Equity-Holders or SHRV and their respective counsel may reasonably request in connection with reliance on exemptions from registration under such securities laws.

(d) The Equity-Holders acknowledges that the basis for relying on exemptions from registration or qualifications are factual, depending on the conduct of the various Parties.

ARTICLE V

CONDITIONS PRECEDENT TO OBLIGATIONS OF SHRV

The obligations of SHRV under this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions:

Section V.1 Accuracy of Representations and Performance of Covenants

. The representations and warranties made by FOH and the Equity-Holders in this Agreement were true when made and shall be true at the Closing Date with the same force and effect as if such representations and warranties were made at and as of the Closing Date (except for changes therein permitted by this Agreement). FOH shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by FOH prior to or on the Closing Date. SHRV shall be furnished with a certificate, signed by a duly authorized executive officer of FOH and dated as of the Closing Date, to the foregoing effect.

Section V.2 Litigation Certificate

. SHRV shall have been furnished with certificates dated as of the Closing Date and signed by a duly authorized officer of FOH to the effect that no litigation, proceeding, investigation, or inquiry is pending, or to the best knowledge of FOH threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement, or, to the extent not disclosed in the FOH Schedules, by or against FOH, which

might result in any material adverse change in any of the assets, properties, business, or operations of FOH.

Section V.3 Good Standing

. SHRV shall have received a certificate of good standing dated within fifteen (15) business days following the Closing Date certifying that FOH is in good standing as a Nevada corporation.

Section V.4 Approval by Equity-Holders

Section V.5

. The Exchange shall have been approved, and appropriate transfer documents effecting the transfer of the FOH Shares delivered in accordance with Section III.1, by the holder of not less than one hundred percent (100%) of the issued and outstanding shares of FOH Common Stock, including all voting power, of FOH.

Section V.6 No Governmental Prohibition

. No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits the consummation of the transactions contemplated hereby.

Section V.7 Consents

. All consents, approvals, waivers or amendments pursuant to all contracts, licenses, permits, trademarks and other intangibles in connection with the transactions contemplated herein, or for the continued operation of FOH after the Closing Date on the basis as presently operated shall have been obtained.

Section V.8 Other Items

(a) SHRV shall have received a list containing the name, address, and number and percentage of FOH Shares held by each holder of FOH Shares as of the Closing Date, certified by an executive officer of FOH as being true, complete and accurate; and

(b) SHRV shall have received such further opinions, documents, certificates or instruments relating to the transactions contemplated hereby as SHRV may reasonably request.

(c) As soon as practical after the Closing Date, SHRV shall have received audited financial statements of FOH for the period from September 22, 2017 to the Closing Date. These financial statements shall comply with Section I.12(c) of this Agreement.

ARTICLE VI

**CONDITIONS PRECEDENT TO OBLIGATIONS OF FOH AND THE
EQUITY-HOLDERS**

The obligations of FOH and the Equity-Holders under this Agreement are subject to the satisfaction, at or before the Closing Date, of the following conditions:

Section VI.1 Accuracy of Representations and Performance of Covenants

. The representations and warranties made by SHRV in this Agreement were true when made and shall be true as of the Closing Date (except for changes therein permitted by this Agreement) with the same force and effect as if such representations and warranties were made at and as of the Closing Date. SHRV shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by SHRV. Prior to or on the Closing Date, SHRV shall furnish to FOH a certificate signed by a duly authorized officer of SHRV and dated the Closing Date, to the foregoing effect.

Section VI.2 Litigation Certificate

. FOH shall have been furnished with certificates dated as of the Closing Date and signed by duly authorized executive officers of SHRV, to the effect that no litigation, proceeding, investigation or inquiry is pending, or to the best knowledge of SHRV threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement or, to the extent not disclosed in the SHRV Schedules, by or against SHRV, which might result in any material adverse change in any of the assets, properties or operations of SHRV.

Section VI.3 Good Standing

. FOH shall have received a certificate of good standing from the Secretary of State of the State of Nevada or other appropriate office, dated as of a date within ten (10) business days following the Closing Date certifying that SHRV is in good standing as a corporation in the State of Nevada and has filed all tax returns required to have been filed by it to date and has paid all taxes reported as due thereon.

Section VI.4 No Governmental Prohibition

. No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits the consummation of the transactions contemplated hereby.

Section VI.5 Consents

. All consents, approvals, waivers or amendments pursuant to all contracts, licenses, permits, trademarks and other intangibles in connection with the transactions contemplated herein, or for the continued operation of SHRV after the Closing Date on the basis as presently operated shall have been obtained.

Section VI.6 Other Items

(a) SHRV shall remain trading and in good standing on the OTC Bulletin Board under the symbol SHRV. FOH shall have received further opinions, documents, certificates, or instruments relating to the transactions contemplated hereby as FOH may reasonably request.

ARTICLE VII
MISCELLANEOUS

Section VII.1 Governing Law; Jurisdiction; Venue

. This Agreement shall be governed by, enforced, and construed under and in accordance with the laws of the United States of America and, with respect to the matters of State law, with the laws of the State of Nevada. Venue for all matters shall be in Clark County, Nevada, without giving effect to principles of conflicts of law thereunder. Each of the Parties irrevocably consents and agrees that any legal or equitable action or proceedings arising under or in connection with this Agreement shall be brought exclusively in the federal courts of the United States sitting in Las Vegas, Nevada. By execution and delivery of this Agreement, each Party hereto irrevocably submits to and accepts, with respect to any such action or proceeding, generally and unconditionally, the jurisdiction of the aforesaid court, and irrevocably waives any and all rights such Party may now or hereafter have to object to such jurisdiction.

Section VII.2 Notices

. Any notice or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered to it or sent by facsimile, overnight courier or registered mail or certified mail, postage prepaid, addressed as follows:

If to the SHRV, to: Sharing Services, Inc.
 930 S. 4th Street, #150
 Las Vegas, NV 89101

If to FOH, to: Four Oceans Holdings, Inc.
 333 City Blvd W., 17th Floor
 Orange, CA 92868

If to the Equity
Holders, to: [The addresses shown on Exhibit A hereto]

or such other addresses as shall be furnished in writing by any Party in the manner for giving notices hereunder, and any such notice or communication shall be deemed to have been given (i) upon receipt, if personally delivered, (ii) on the day after dispatch, if sent by overnight courier and (iii) upon dispatch, if transmitted by facsimile or telecopy and receipt is confirmed by telephone.

Section VII.3 Attorney's Fees

In the event that any Party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the prevailing Party shall be

reimbursed by the losing Party for all costs, including reasonable attorney's fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

Section VII.4 Confidentiality

Each Party hereto agrees with the others that, unless and until the transactions contemplated by this Agreement have been consummated, it and its representatives will hold in strict confidence all data and information obtained with respect to another Party or any subsidiary thereof from any representative, officer, director or employee, or from any books or records or from personal inspection, of such other Party, and shall not use such data or information or disclose the same to others, except (i) to the extent such data or information is published, is a matter of public knowledge, or is required by law to be published; or (ii) to the extent that such data or information must be used or disclosed in order to consummate the transactions contemplated by this Agreement. In the event of the termination of this Agreement, each Party shall return to the other Parties all documents and other materials obtained by it or on its behalf and shall destroy all copies, digests, work papers, abstracts or other materials relating thereto, and each Party will continue to comply with the confidentiality provisions set forth herein.

Section VII.5 Announcements and Filings

Unless required by applicable law or regulatory authority, none of the Parties will issue any report, statement or press release to the general public, to the general trade or trade press, or to any third-party (other than its advisors and representatives in connection with the transactions contemplated hereby) or file any document, relating to this Agreement and the transactions contemplated hereby, except as may be mutually agreed by the Parties. Copies of any such filings, public announcements or disclosures, including any announcements or disclosures mandated by law or regulatory authorities, shall be delivered to either SHR V or FOH, as the case may be at least one (1) business day prior to the release thereof.

Section VII.6 Recitals

The Recitals to this Agreement are true and correct and are incorporated herein, in their entirety, by this reference.

Section VII.7 Third Party Beneficiaries

This Agreement is strictly between SHR V, the Equity-Holders and FOH, and, except as specifically provided herein, including, without limitation, those persons indemnified pursuant to Section IV.4 herein, no director, officer, Equity-Holder (other than the Equity-Holders), employee, agent, independent contractor or any other person or entity shall be deemed to be a third party beneficiary of this Agreement.

Section VII.8 Expenses

Subject to Section VII.3 above, whether or not the Exchange is consummated, each of SHR V, the Equity-Holders and FOH will bear its own respective expenses, including

legal, accounting and professional fees, incurred in connection with the Exchange or any of the other transactions contemplated hereby.

Section VII.9 Survival; Termination

The representations, warranties, and covenants of the respective Parties shall survive the Closing Date and the consummation of the transactions herein contemplated for a period of two (2) years.

Section VII.10 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument.

Section VII.11 Amendment or Waiver

Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law, or in equity, and may be enforced concurrently herewith, and no waiver by any Party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. This Agreement may be amended by a writing signed by all Parties hereto, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance may be extended by a writing signed by the Party or Parties for whose benefit the provision is intended.

Section VII.12 Best Efforts

Subject to the terms and conditions herein provided, each Party shall use its best efforts to perform or fulfill all conditions and obligations to be performed or fulfilled by it under this Agreement so that the transactions contemplated hereby shall be consummated as soon as practicable. Each Party also agrees that it shall use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective this Agreement and the transactions contemplated herein.

Section VII.13 Entire Agreement

This Agreement represents the entire agreement between the Parties relating to the subject matter thereof and supersedes all prior agreements, understandings and negotiations, written or oral, with respect to such subject matter.

**signature pages to follow **

IN WITNESS WHEREOF , the corporate Parties hereto have caused this Share Exchange Agreement to be executed by their respective officers, hereunto duly authorized, as of the date first-above written.

SHARING SERVICES, INC.

By: /s/ Jordan Brock
Name: Jordan Brock
Title: President and CEO

FOUR OCEANS HOLDINGS, INC.

By: /s/ Jordan Brock
Name: Jordan Brock
Title: President

The undersigned Equity-Holders of FOH hereby agree to participate in the Exchange on the terms set forth above. Subject to Section VII.9 above, the undersigned hereby represent and affirms that it has read each of the representations and warranties of FOH set out in Article I hereof and that, to the best of his knowledge, all of such representations and warranties are true and correct.

EQUITY-HOLDERS

Alchemist Holdings, LLC

By: /s/ Robert Oblon
Name: Robert Oblon
Title: Owner

Bear Bull Market Dividends, Inc.

By: /s/ Kenyatto M. Jones
Name: Kenyatto M. Jones
Title: President

Research & Referral BZ

By: /s/ Aaliyah Whittaker
Name: Aaliyah Whittaker
Title: President

EXHIBIT A - FOH EQUITY-HOLDERS

Holder/Address	Number of Shares and Percentage	Number of Shares of SHRV Series A Preferred Stock to be Issued
Alchemist Holdings, Inc. 2560 King Arthur Blvd. Suite 124-6 Lewisville, TX 75056	50,000,000 – 75%	50,000,000
Bear Bull Market Dividends, Inc. 600 Anton Blvd. 11 th Floor Costa Mesa, CA 92626	20,000,000 – 20%	20,000,000
Research and Referral BZ 11 Hibiscus Street Ladyville, Belize	5,000,000 – 5%	5,000,000